

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Board of Trustees (Regular meeting)
Monday, January 11, 2016
2323 North Broadway, #107
Santa Ana, CA 92706

District Mission

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

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

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

Americans with Disabilities Acts (ADA)

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

A G E N D A

1.0 PROCEDURAL MATTERS

4:30 p.m.

1.1 Call to Order

1.2 Pledge of Allegiance to the United States Flag

1.3 Approval of Additions or Corrections to Agenda

Action

1.4 Public Comment

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

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

1.5 Approval of Minutes – Regular meeting of December 7, 2015

Action

1.6 Approval of Consent Calendar

Action

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

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

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

- 2.1 Report from the Chancellor
- 2.2 Reports from College Presidents
 - Enrollment
 - Facilities
 - College activities
 - Upcoming events
- 2.3 Report from Student Trustee
- 2.4 Reports from Student Presidents
 - Student activities
- 2.5 Report from Classified Representative
- 2.6 Reports from Academic Senate Presidents
 - Senate meetings
- 2.7 Informational Presentation on the Governor's Proposed Budget
- 2.8 Reports from Board Committee Chairpersons
 - Board Facilities Committee
 - Board Policy Committee

3.0 INSTRUCTION

- *3.1 Approval of New Pharmacy Technology Agreement – Torrance Memorial Medical Center Action

The administration recommends approval of the new agreement with Torrance Memorial Medical Center in Torrance, California.
- *3.2 Approval of New Speech-Language Pathology Assistant (SLPA) Agreement – New Hope Therapy Center Action

The administration recommends approval of the new agreement with New Hope Therapy Center in Westminster, California.
- *3.3 Approval of Proposed Revisions for 2016-2017 Santa Ana College (SAC) Catalog Action

The administration recommends approval of the proposed revisions for the 2016-2017 SAC catalog.
- *3.4 Approval of Proposed Revisions for 2016-2017 Santiago Canyon College (SCC) Catalog Action

The administration recommends approval of the proposed revisions for the 2016-2017 SCC catalog.
- *3.5 Approval of Agreement with Smarthinking for Online Tutorial Services Action

The administration recommends approval of the online tutoring services agreement with Smarthinking.

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

- *3.6 Approval of Classroom Lease – 1572 N. Main Street, Orange Action
The administration recommends approval of the three-year lease agreement, with fourth and fifth year options, for the period of February 1, 2016, through January 31, 2019, as presented.
- *3.7 Approval of Amendment #2 to Classroom Lease – 2000 Chapman Inc. Action
The administration recommends approval of Amendment #2 for the extension of the lease of classroom and office space with 2000 Chapman Inc. for the period of February 1, 2016, through January 31, 2019, as presented.

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

- *4.1 Approval of Payment of Bills Action
The administration recommends payment of bills as submitted.
- *4.2 Approval of Budget Increases/Decreases and Budget Transfers Action
The administration recommends approval of budget increases, decreases and transfers during the period of November 19, 2015, to December 11, 2015.
- *4.3 Adoption of Resolution No. 16-01 – Separate Bank and Investment Accounts Action
The administration recommends adoption of Resolution No. 16-01 – Separate Bank and Investment Accounts, as presented.
- *4.4 Approval of Nonresident Fees for 2016-2017 Action
The administration recommends the board establish the nonresident tuition fee at \$224 per unit, the capital outlay fee at \$31 per unit, and the application fee at \$25 for 2016-2017 as presented.
- *4.5 Approval of Agreement with Lenax Construction Services, Inc. for Cost Estimating Consulting Services for New Johnson Student Center at Santa Ana College Action
The administration recommends approval of the contract with Lenax Construction Services, Inc. for cost estimating consulting services for the new Johnson Student Center at SAC as presented.
- *4.6 Approval of Agreement with Sandy Pringle Associates Inspection Consultants for Division of the State Architect (DSA) Project Inspector Services for Temporary Village Phase II at Santa Ana College Action
The administration recommends approval of the agreement with Sandy Pringle Associates Inspection Consultants for DSA project inspector services for the Temporary Village Phase II project at SAC as presented.

- *4.7 Approval of Amendment #2 to Agreement with HPI Architecture for Professional Design Services for New Johnson Student Center Project at Santa Ana College Action
The administration recommends approval of the amendment with HPI Architecture for the new Johnson Student Center project at SAC as presented.
- *4.8 Approval of Amendment #2 to Agreement with Terracon Consultants, Inc. for Phase II Environmental, Geohazard and Geotechnical Inspection Services for Science Center Project at Santa Ana College Action
The administration recommends approval of the amendment with Terracon Consultants, Inc. for Phase II environmental, geohazard and geotechnical inspection services for the Science Center project at SAC as presented.
- *4.9 Award of Bid #1274 for Temporary Village Phase 2 at Santa Ana College Action
The administration recommends approval of awarding Bid #1274 to Patriot Contracting & Engineering for Temporary Village Phase 2 at SAC as presented.
- *4.10 Approval of Independent Contractors Action
The administration recommends approval of the following independent contractor: Public Health Foundation Enterprises (PHFE) for consulting services to provide fiscal support for Early Head Start (EHS) parental reimbursement, training and translation services. Dates of service are January 12, 2016, through December 31, 2016. The fee is estimated at \$20,000.
- *4.11 Approval of Independent Contractors Action
The administration recommends approval of the following independent contractor: Jennifer Walsvick for consulting services to provide mental health education, service coordination, recordkeeping/documentation to ensure compliance with the Early Head Start (EHS) standards for RSCCD Child Development Services; to provide supervision and field instruction to Master of Social Work (MSW) student interns assigned to EHS at the rate of \$50 per hour. Dates of service are January 12, 2016, through December 31, 2016. The fee is estimated at \$21,000 plus \$1,000 allowable expenses (workshop/training registrations and mileage reimbursement for the MSW interns).

5.0 GENERAL

- *5.1 Approval of Resource Development Item Action
The administration recommends approval of budgets, acceptance of grants, and authorization for the Vice Chancellor of Business Operations/ Fiscal Services or his designee to enter into related contractual agreements on behalf of the district for the following:
- Student Equity (SAC & SCC) \$3,177,645

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

- *5.2 Approval of Sub-Agreement between RSCCD and Garden Grove Unified School District for Assembly Bill No. 104 Adult Education Block Grant Action
The administration recommends approval of the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- 5.3 Appointment to Measure Q Citizens' Bond Oversight Committee Action
It is recommended that the board approve the appointment to the Measure Q Citizens' Bond Oversight Committee as presented.
- 5.4 Board Member Comments Information

RECESS TO CLOSED SESSION

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

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

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

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty
 - c. Classified Staff
 - d. Student Workers
 - e. Professional Experts
2. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Mr. John Didion, Executive Vice Chancellor of Human Resources & Educational Services
Employee Organizations: Faculty Association of Rancho Santiago Community College District
California School Employees Association, Chapter 579
California School Employees Association, Chapter 888
Continuing Education Faculty Association
3. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])
4. Liability Claim (pursuant to Government Code Section 54956.95)
 - a. DM2011712

RECONVENE

Issues discussed in Closed Session (Board Clerk)

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

Public Comment

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

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6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel Action

- Approval of Revised Job Descriptions
- Approval of Employment Agreements
- Approval of Appointments
- Approval of Interim Assignments
- Approval of Changes of Assignment
- Ratification of Resignations/Retirements
- Approval of Stipends
- Approval of Part-time Hourly New Hires/Rehires
- Approval of Non-paid Instructors of Record
- Approval of Non-paid Intern Services

6.2 Classified Personnel Action

- Approval of Revised CSEA Hourly Salary Schedule
- Approval of New Appointments
- Approval of Changes in Position/Location
- Approval of Leaves of Absence
- Approval of Temporary to Hourly Ongoing Assignments
- Approval of Professional Growth Increments
- Approval of Temporary Assignments
- Approval of Substitute Assignments
- Approval of Miscellaneous Positions
- Approval of Instructional Associates/Associate Assistants
- Approval of Community Service Presenters and Stipends
- Approval of Volunteers
- Approval of Student Assistant Lists

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

It is recommended that the board approve the amendments to the collective bargaining agreement with the Continuing Education Faculty Association.

6.4 Approval of Credit Instructional Calendar for 2016-2017 Action
It is recommended that the board approve the 2016-2017 Credit Instructional Calendar.

6.5 Rejection of Claim Action
The district's legal counsel recommends the board authorize the chancellor or his designee to reject claim #DM2011712.

6.6 Authorization for Board Travel/Conferences Action
It is recommended that the board authorize the submitted conference and travel by board members.

7.0 ADJOURNMENT - The next regular meeting of the Board of Trustees will be held on January 25, 2016.

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

Board of Trustees (Regular meeting)

Monday, December 7, 2015

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 4:30 p.m. by Mr. Larry Labrado. Other members present were Ms. Claudia Alvarez, Ms. Arianna Barrios, Ms. Nelida Mendoza Yanez, Mr. Phillip Yarbrough, and Ms. Raquel Manriquez. Mr. John Hanna arrived at the time noted. Mr. Jose Solorio was not in attendance due to a business conference.

Administrators present during the regular meeting were Mr. John Didion, Mr. Peter Hardash, Dr. Erlinda Martinez, Dr. Raúl Rodríguez, and Dr. John Weispfenning. Ms. Anita Lucarelli was present as record keeper.

1.2 Public Comment

There were no public comments at this time.

Mr. Hanna arrived at this time.

CLOSED SESSION

The board convened into closed session at 4:31p.m. to consider the following items:

1. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (2 cases)
2. Conference with Legal Counsel: Existing Litigation (pursuant to Government Code Section 54956.9[a])

Faculty Association of the Rancho Santiago Community College District, et al. v. RSCCD Foundation, et al. Case No. 30-2015-00790167-CU-MM-CJC (Superior Court-County of Orange)

3. Liability Claim (pursuant to Government Code Section 54956.95)
 - a. DM20153011

RECONVENE

The board reconvened at 5:25 p.m.

Closed Session Report

Mr. Hanna reported the board discussed anticipated/potential litigation, existing litigation, and a liability claim during closed session. Mr. Hanna reported that the board took action, based upon the recommendation of the administration and legal counsel, to reject claim #DM20153011 with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Yarbrough.

1.3 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Ms. Pat Hall, Administrative Secretary, Santiago Canyon College (SCC), Orange Education Center (OEC).

1.4 Presentation of District Annual Financial Audit

Auditor Rick Alonzo of Vavrinek, Trine, Day & Co., LLP, reviewed the Rancho Santiago Community College District (RSCCD) Independent Audit Report and rendered an unqualified opinion on the financial statements. Board members received clarification on items related to the presentation.

1.5 Approval of Additions or Corrections to Agenda

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to approve a revised page and addendum for Item 7.1 (Management/Academic), and an addendum for Item 7.2 (Classified Personnel). The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Yarbrough. Student Trustee Manriquez's advisory vote was aye.

1.6 Public Comment

Mr. Brian Balard, Ms. Teresa Cancino, Mr. Robert Cox, Mr. John Davis, Ms. Rosa S. DelaTorre, Mr. Frederick Desborough, Ms. Caren Francis, Ms. Emelia Guzman, Ms. Loretta Khorey, Ms. Maria Teresa Lefranc, Ms. Maria Lupercio, Mr. Ronald L. McCartney, Ms. Eden Quimzon, Mr. Angel I. Rodriguez, Ms. Rosemary Touyanou, and Mr. Kim Williams spoke regarding Item 5.7 (Option 3 for OEC). Ms. Touyanou also read a letter from Dieynaba Mendy, an OEC student that was unable to attend the meeting.

Ms. Barrios asked that the following be included in the record: Earlier in the day, the board received a phone call from Mr. Parabal Sanyal and an email from Ms. Alba L. Corona, Ms. Edalith L. Mendoza, and Ms. Emerita L. Navarrette regarding Item 5.7 (Option 3 for OEC).

It was moved by Mr. Yarbrough and seconded by Mr. Hanna to suspend the rules and consider Item 5.7 (Option 3 for OEC) at this time. Mr. Hanna explained the history of the Orange Education Center. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Yarbrough. Student Trustee Manriquez’s advisory vote was aye.

5.7 Approval of Option 3 for Orange Education Center

It was moved by Mr. Yarbrough and seconded by Ms. Mendoza Yanez to approve Option 3 for the renovation of the Orange Education Center. Discussion ensued. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, and Ms. Mendoza Yanez; Nay - Mr. Yarbrough. Student Trustee Manriquez’s advisory vote was aye.

Mr. Labrado called a recess at 7:02 p.m.

The board reconvened at 7:08 p.m.

1.7 Approval of Minutes

It was moved by Ms. Mendoza Yanez and seconded by Ms. Alvarez to approve the minutes of the meeting held November 9, 2015. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Yarbrough. Student Trustee Manriquez’s advisory vote was aye.

1.8 Approval of Consent Calendar

It was moved by Mr. Yarbrough and seconded by Ms. Mendoza Yanez to approve the recommended action on the following items (as indicated by an asterisk on the agenda) on the Consent Calendar. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Yarbrough. Student Trustee Manriquez’s advisory vote was aye.

4.1 Approval of Santa Ana College (SAC) Community Services Program Revenue Contract

The board approved the SAC Community Services Program Revenue Contract between Michael T. Doudna doing business as Sunrise Choices and Rancho Santiago Community College District on behalf of SAC Community Services Program.

4.2 Approval of New Occupational Therapy Assistant (OTA) Agreement with Leaps and Bounds Pediatric Therapy Inc.

The board approved the new agreement with Leaps and Bounds Pediatric Therapy Inc. in Norco, California.

1.8 Approval of Consent Calendar (contd.)

- 4.3 Approval of New OTA Agreement with North Coast Rehab Inc.
The board approved the agreement with North Coast Rehab Inc. in Livermore, California.
- 4.4 Approval of New OTA Agreement with Senior Rehab Solutions
The board approved the new agreement with Senior Rehab Solutions in Dallas, Texas.
- 4.5 Approval of New Speech-Language Pathology Assistant (SLPA) Agreement with Little Voices Speech and Language Therapy
The board approved the new SLPA agreement with Little Voices Speech and Language Therapy in Long Beach, California.
- 4.6 Approval of First Amendment to Affiliation Agreement with Quick CAPTION
The board approved the first amendment to the affiliation agreement for real time computer aided captioning services with Quick CAPTION located in Riverside, California.
- 4.7 Approval of SLPA Agreement Renewal with Santa Ana Unified School District (SAUSD)
The board approved the agreement renewal with SAUSD in Santa Ana, California.
- 4.8 Approval of SLPA Agreement Renewal with Orange Unified School District (OUSD)
The board approved the agreement renewal with OUSD in Orange, California.
- 4.9 Approval of OTA Agreement Renewal with Big Fun Therapy and Recreational Services
The board approved the agreement renewal with Big Fun Therapy and Recreational Services in Culver City, California.
- 4.10 Approval of Agreement with Memeni Technologies Ltd. to Launch Career Pathway for International Business Education Alliance Program
The board approved the agreement with Memeni Technologies Ltd. to launch the career pathway for the International Business Education Alliance Program as presented.
- 4.11 Approval of Amendment #2 to Criminal Justice Academies (CJA) Agreement (MA-060-11010909) with County of Orange
The board approved amendment #2 to CJA agreement (MA-060-11010909) with the County of Orange in Santa Ana, California.

1.8 Approval of Consent Calendar (contd.)

4.12 Approval of Amendment #7 to CJA Agreement (Z1000000068) with County of Orange

The board approved amendment #7 to CJA agreement (Z1000000068) with the County of Orange in Santa Ana, California.

4.13 Approval of Student Equity Plans for Santiago Canyon College and Santa Ana College

The board approved the Student Equity Plans for SCC and SAC as presented.

4.14 Approval of Proposed Revisions for 2016-2017 Santa Ana College Catalog

The board approved the proposed revisions for the 2016-2017 SAC catalog as presented.

4.15 Approval of Proposed Revisions for 2016-2017 Santiago Canyon College Catalog

The board approved the proposed revisions for the 2016-2017 SCC catalog as presented.

4.16 Approval of Five Year Affiliation Agreement with New Orange Hills

The board approved the affiliation agreement with New Orange Hills to authorize SCC Community Services to provide Nursing Assistant clinical training classes at the New Orange Hills facilities from November 6, 2015, through June 30, 2020, as presented.

5.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

5.2 Approval of Budget Transfers and Budget Increases/Decreases

The board approved budget transfers, increases, and decreases for October 24 to November 18, 2015.

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

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

5.5 Approval of Agreement with PENCO Engineering, Inc. for Land Surveying Consulting Services for Science Center at Santa Ana College

The board approved the agreement with PENCO Engineering, Inc. for land surveying consulting services for the Science Center at SAC as presented.

5.6 Approval of Agreement with Steinberg Architects for Architectural Services for District Capital Outlay Projects for Santa Ana College and Santiago Canyon College

The board approved the agreement with Steinberg Architects for architectural services for district capital outlay projects for SAC and SCC as presented.

1.8 Approval of Consent Calendar (contd.)

- 5.9 Acceptance of the Completion of Bid #1261 for Door Hardware Upgrade at Building A (Administration) and B (Classrooms and Faculty) at Santiago Canyon College and Approval of Recording of Notice of Completion
The board accepted the project as complete and approved the filing of a Notice of Completion with the County as presented.
- 5.10 Approval of Change Order #2 with Climatec, Inc. for Energy Management System Upgrade Project at Santiago Canyon College
The board approved change order #2 with Climatec, Inc. for the energy management system upgrade project at SCC as presented.
- 5.11 Award of Bid #1272 for Building D Renovations Phase 2 at Santiago Canyon College
The board approved awarding Bid #1272 to Line Tech Contractors for Building D Renovations Phase 2 at SCC as presented.
- 5.12 Award of Bid #1273 for Roof Repairs (U Portables) at Santiago Canyon College
The board approved awarding Bid #1273 to C.I. Services, Inc. for the roof repairs (U portables) at SCC as presented.
- 5.13 Approval of Lease Agreement with Compliance Management Systems, Inc.
The board approved the lease agreement with Compliance Management and authorized the Vice Chancellor of Business Operations and Fiscal Services to execute the agreement on behalf of the district as presented.
- 5.14 Acceptance of the 2014-2015 Measure Q Citizens' Bond Oversight Annual Report to the Community
The board accepted the Measure Q Citizens' Bond Oversight Committee Annual Report to the Community for 2014-2015 as presented.
- 5.15 Approval of Consultant Agreement with Comsec Associates, Inc. for Design, Bid Development, Evaluation and Related Services
The board approved the consultant agreement with Comsec Associates, Inc. with the design, bid development, evaluation and related services for a district-wide digital radio system as presented.
- 5.16 Acceptance and Approval of Request for Proposal (RFP) #1271 Student Health Services - Electronic Medical Record Software & Hosting Service
The board accepted the RFPs and approved awarding the bid to Point and Click Solutions, Inc. for RFP #1268 – Student Health Services – Electronic Medical Record Software and Hosting Service as presented.

1.8 Approval of Consent Calendar (contd.)

5.17 Approval of Purchase Orders

The board approved the purchase order listing for the period October 25, 2015, through November 14, 2015.

6.1 Approval of Resource Development Items

The board approved budgets, accepted grants, and authorized the chancellor or his designee to enter into related contractual agreements on behalf of the district for the following:

- California State Preschool Program (CSPP) Quality Rating and Improvement System (QRIS) Block Grant (District) – *Augmentation* \$ 37,604
- Early Head Start – Year 2 (District) \$1,807,624
- National Science Foundation (NSF) – Fullerton Mathematics Teacher and Master Teacher Fellows Project (FULL MT2) – Year 6 (SAC) \$ 20,000
- Small Business Administration/California State University, Fullerton (SBA/CSUF) – Small Business Development Center (SBDC) \$ 612,000
- Student Success and Support Program (SSSP) – Credit (SAC/District) \$4,532,174
- Student Success and Support Program (SSSP) – Credit (SCC/District) \$1,935,628

6.2 Approval of Memorandum of Understanding (MOU) between RSCCD and Santa Ana Unified School District

The board approved the MOU between RSCCD and SAUSD for Early Care and Education Services at Valley High School.

6.3 Approval of Renewal Agreement with Sheraton Cerritos for Los Angeles/Orange County Regional Consortium Monthly Meetings for January – June 2016

The board approved the Sheraton Cerritos renewal agreement for the Los Angeles/Orange County Regional Consortium January-June 2016 monthly meetings.

6.4 Authorization of Signatures

The board approved the revised list of authorized signatures.

2.0 **BOARD ORGANIZATION**

2.1 Annual Board Organization

It was moved by Ms. Barrios and seconded by Mr. Yarbrough to elect Ms. Claudia Alvarez as the 2015-16 board president. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Yarbrough. Student Trustee Manriquez’s advisory vote was aye.

2.1 Annual Board Organization (contd.)

At this time, Mr. Labrado passed the gavel to Ms. Alvarez to conduct the remainder of the meeting.

On behalf of the board, Ms. Alvarez thanked Mr. Labrado for his work and dedication as board president during 2014-2015. She then presented him with an engraved clock.

It was moved by Mr. Yarbrough and seconded by Ms. Mendoza Yanez to elect Mr. Hanna as vice president. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Yarbrough. Student Trustee Manriquez's advisory vote was aye.

It was moved by Mr. Hanna and seconded by Mr. Yarbrough to elect Ms. Mendoza Yanez as clerk. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Yarbrough. Student Trustee Manriquez's advisory vote was aye.

Ms. Alvarez designated Dr. Rodríguez as the board's secretary and Mr. Didion as the assistant secretary.

Ms. Alvarez appointed chairpersons and members to the following committees:

- Board Facilities Committee: Chairperson: Mr. Yarbrough;
Members: Mr. Hanna, Mr. Solorio
- Board Fiscal/Audit Committee: Chairperson: Mr. Labrado;
Members: Ms. Mendoza Yanez, Mr. Yarbrough
- Board Legislative Committee: Chairperson: Ms. Mendoza Yanez;
Members: Mr. Hanna, Mr. Labrado
- Board Policy Committee: Chairperson: Mr. Hanna;
Members: Ms. Barrios, Mr. Labrado
- Board Safety & Security Committee: Chairperson: To Be Determined
Members: To Be Determined

Ms. Alvarez appointed board representatives to the following organizations:

- Representative to the RSCCD Foundation: Ms. Barrios
- Representative to the Orange County Legislative Task Force: Ms. Mendoza Yanez
- Representative to the Orange County School Boards Association: Ms. Alvarez
- Representative to the Nominating Committee on School District Organization: Mr. Solorio

It was moved by Mr. Yarbrough and seconded by Ms. Mendoza Yanez to adopt the board meeting schedule for 2016. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Yarbrough. Student Trustee Manriquez's advisory vote was aye.

2.1 Annual Board Organization (contd.)

Board meeting schedule for 2016:

January 11, 25
February 22 (Board Planning Session)
March 14, 28
April 11, 25
May 16, 31 (Tuesday)
June 13
July 18
August 15
September 12, 26
October 10 (SAC), 24 (SCC)
November 14
December 5 (annual self-evaluation meeting)

It was moved by Mr. Yarbrough and seconded by Ms. Mendoza Yanez to reaffirm Board Policy 2200 – Board Duties and Responsibilities. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Yarbrough. Student Trustee Manriquez’s advisory vote was aye.

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to reaffirm the following Board Policies: #2715 (Code of Ethics/Standards of Practice), #2735 (Board Member Travel), and #6320 (Investments). The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Yarbrough. Student Trustee Manriquez’s advisory vote was aye.

It was moved by Ms. Barrios and seconded by Ms. Mendoza Yanez to designate specific days, weeks or months of observance, which relate to the educational mission of the district, as listed in the docket. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Yarbrough. Student Trustee Manriquez’s advisory vote was aye.

Mr. Yarbrough recognized Ms. Carolyn Cavecche in the audience at this time.

It was moved by Mr. Yarbrough and seconded by Ms. Barrios to suspend the rules and consider Item 6.6 (Appointment to Measure Q Citizens’ Bond Oversight Committee) at this time. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Yarbrough. Student Trustee Manriquez’s advisory vote was aye.

6.6 Appointment to Measure Q Citizens' Bond Oversight Committee

It was moved by Mr. Yarbrough and seconded by Ms. Barrios to approve the appointments to the Measure Q Citizens' Bond Oversight Committee as presented. Discussion ensued. The motion failed with the following vote: Aye –Ms. Barrios and Mr. Yarbrough; Nay - Ms. Alvarez, Mr. Hanna, Mr. Labrado, and Ms. Mendoza Yanez. Student Trustee Manriquez's advisory vote was aye.

3.0 INFORMATIONAL ITEMS AND ORAL REPORTS

3.1 Report from the Chancellor

Dr. Rodríguez provided a report to the board.

3.2 Reports from College Presidents

The following college representatives provided reports to the board.

Dr. Erlinda Martinez, President, Santa Ana College
Dr. John Weispfenning, President, Santiago Canyon College (SCC)

3.3 Report from Student Trustee

Ms. Raquel Manriquez, Student Trustee, provided a report to the board.

3.4 Reports from Student Presidents

Ms. Seham Nabilsi, Student Vice President, Santiago Canyon College, provided a report to the board.

There was no representation from Santa Ana College.

3.5 Report from Classified Representative

Ms. Pat Hall, Administrative Secretary, Santiago Canyon College, Orange Education Center provided a report to the board on behalf of the classified staff.

3.6 Reports from Academic Senate Presidents

The following academic senate representatives provided reports to the board:

Ms. Corinna Evett, Academic Senate President, Santiago Canyon College
Dr. Elliott Jones, Academic Senate President, Santa Ana College

3.7 Reports from Board Committee Chairperson

Ms. Mendoza Yanez provided a report on the December 3, 2015, Board Facilities Committee meeting.

3.7 Reports from Board Committee Chairperson (contd.)

Mr. Yarbrough provided a report on the November 30, 2015, Board Fiscal/Audit Committee meeting.

Ms. Alvarez asked Dr. Rodriguez to provide a report on the December 3, 2015, Orange County Community College Legislative Task Force meeting.

4.0 INSTRUCTION

All items were approved as part of Item 1.8 (Consent Calendar).

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 5.1, 5.2, 5.4, 5.5, 5.6, and 5.9 through 5.17 were approved as part of Item 1.8 (Consent Calendar). Item 5.7 was considered after Item 1.6 (Public Comments).

5.3 Receive and Accept District Audit Reports for Fiscal Year Ended June 30, 2015

It was moved by Mr. Yarbrough and seconded by Ms. Mendoza Yanez to receive and accept the RSCCD audit reports for the fiscal year ended June 30, 2015, as presented. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Yarbrough. Student Trustee Manriquez's advisory vote was aye.

5.8 Approval of Amendment to Agreement with HPI Architecture for Professional Design Services for Orange Education Center (OEC) at Santiago Canyon College

It was moved by Mr. Labrado and seconded by Ms. Mendoza Yanez to approve the amendment with HPI Architecture for the OEC at SCC as presented. Discussion ensued. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Yarbrough. Student Trustee Manriquez's advisory vote was aye.

6.0 GENERAL

Items 6.1, 6.2, 6.3, and 6.4 were approved as part of Item 1.8 (Consent Calendar). Item 6.6 was considered after Item 2.1 (Board Organization).

6.5 List of 2016 Conferences and Legislative Executive Visits for Board Members

Board Policy 2735 and a list of conferences and legislative executive visits that board members may wish to attend was provided as information.

6.7 RSCCD Board of Trustees Self-Evaluation

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to review the evaluation responses and complete the self-evaluation process for 2015.

Mr. Hanna reminded those in attendance that board members do not complete its self-evaluation survey until it reviews input from several people in the college community who were asked to complete a survey to evaluate the board in October 2015.

He stated that the survey results from the college community were consistent with the board's evaluation of itself which indicated the board is doing a good job.

Mr. Hanna explained that the board has made mistakes and always has room for improvement. He recently realized that he received a travel reimbursement for a per diem (for meals) and hotel expense (since he arrived a day earlier than the conference began) and he plans to reimburse the district for those expenses.

Mr. Hanna stated that overall he is comfortable with his personal actions and conduct and, for the most part, feels that way about the entire district. With the exception of one year, he stated that the board has always been under budget on its travel expense. Mr. Hanna indicated that board members link their travel to programs and conferences recommended by the chancellor, and that most trustees do a good job of staying within budget during their travels.

Mr. Hanna thanked classified, faculty, students, and administrators for their input on the recent evaluation survey of the board. He indicated one of the concerns the board received from the survey results from the community/staff is that the board has been involved with details in the management of the district and distanced itself from making policy and having an oversight role. He stated that the board considers the concerns of the community/staff in staying within its role of making policy and its oversight role.

Mr. Hanna stated that he understands there is always room for improvement for the board, but the heart of the board is in the right place since it is committed to the success of students.

The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Yarbrough. Student Trustee Manriquez's advisory vote was aye.

6.8 Board Member Comments

Board members thanked Mr. Labrado for serving as the 2014-2015 president and congratulated Ms. Alvarez as the 2015-2016 president, Mr. Hanna as the 2015-2016 vice president, and Ms. Mendoza Yanez as the 2015-2016 clerk.

6.8 Board Member Comments (contd.)

Ms. Mendoza Yanez asked that the meeting be adjourned in memory and honor of the recent victims of terrorism in San Bernardino.

Since it was the 74th anniversary of the Pearl Harbor attack, Mr. Hanna asked that the meeting also be adjourned in memory of those that lost their lives in Pearl Harbor in 1941.

Mr. Hanna thanked his fellow board members for electing him to serve as vice president for the 2016-2016 year.

Mr. Hanna thanked Ms. Barrios for serving as chairperson of the Board Policy Committee in 2014-2015. He indicated as chair of the Board Policy Committee for 2015-2016, he will continue to review the board's oversight role to ensure the RSCCD Foundation works consistently with the district's goals, vision, and mission statement; and to review the district programs that don't flow through the natural vetting process that the college programs do. Mr. Hanna thanked the chancellor for his suggestion to have the trustees review the district's travel policies and a possible policy on a ban on gifts received. Mr. Hanna stated that board members' travel is 5% of the district's travel budget.

Mr. Yarbrough indicated that board members at Orange Unified School District confirmed that Peralta Junior High School is available to lease or sell and encouraged staff to see if the site could be of use to RSCCD.

Mr. Yarbrough stated that he contacted a South County Community College Trustee to receive a copy of its policy on gifts and will forward it to staff upon receipt.

Ms. Barrios thanked Mr. Hanna for carrying forward the policies she was reviewing as chair of the Board Policy Committee meeting and said she would forward a letter that she recently sent to the academic senate presidents in reference to those policies.

Ms. Manriquez congratulated Mr. Nathan Underwood and Mr. Noah Nawabi as the new student leadership at SCC.

Ms. Alvarez addressed each trustee informing them of the reasons why she asked them to serve as chairperson of each committee and suggested topics for each committee to address in 2015-2016.

Ms. Alvarez asked Ms. Barrios to reconsider being chairperson of the Board Safety & Security Committee

RECESS TO CLOSED SESSION

The board convened into closed session at 8:35 p.m. to consider the following items:

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

2. 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: Faculty Association of Rancho Santiago Community College District
California School Employees Association, Chapter 579
California School Employees Association, Chapter 888
Continuing Education Faculty Association

3. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

4. Liability Claim (pursuant to Government Code Section 54956.95)
 - a. EMP1500793JW

RECONVENE

The board reconvened at 9:09 p.m.

Mr. Hanna reported the board discussed public employment, labor negotiations, public employee discipline/dismissal/release and a liability claim, and the board took action during closed session to ratify the release of an Instructional Assistant from probation. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Yarbrough.

Mr. Hanna reported that the board took action at a previous meeting (June 15, 2015) during closed session to suspend a Senior Accountant for three (3) days. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Solorio. Mr. Yarbrough was absent; therefore, did not vote.

Mr. Hanna reported that the board took action at a previous meeting (October 26, 2015) during closed session to authorize the release of the Associate Dean of DSPS (Disabled Student Programs and Services) and pay the amount due under her employment agreement. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough.

7.0 HUMAN RESOURCES

7.1 Management/Academic Personnel

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

- Approve Employment Agreements
- Approve New Job Descriptions
- Approve Appointments
- Approve Changes of Assignment
- Approve End of Interim Assignments
- Approve Extensions of Hire for Temporary Long-term Substitutes per E.C. 87481 & 87482
- Ratify Resignations/Retirements
- Approve Contract Extensions
- Approve Changes of Classification
- Approve Association Released Times
- Approve Leaves of Absence
- Approve Adjustment to Effective Date for Leaves of Absence
- Approve Beyond Contract/Overload Step Increases
- Approve Stipends
- Approve Part-time Hourly New Hires/Rehires
- Approve Non-paid Instructors of Record

7.2 Classified Personnel

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to approve the following action on the classified personnel docket. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Yarbrough. Student Trustee Manriquez's advisory vote was aye.

- Approve Miscellaneous Pay Schedule
- Approve New Appointments
- Approve Hourly Ongoing to Contract Assignments
- Approve Temporary to Contract Assignments
- Approve Out of Class Assignments
- Approve Changes in Position
- Ratify Resignations/Retirements
- Approve Temporary to Hourly Ongoing Assignments
- Approve Changes in Positions/Locations
- Approve Temporary Assignments
- Approve Additional Hours for Ongoing Assignments

7.2 Classified Personnel (contd.)

- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Instructional Associates/Associate Assistants
- Approve Community Service Presenters and Stipends
- Approve Student Assistant Lists

7.3 Approval of Hay Group Consultant Agreement

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to approve the agreement with Hay Group Consultant Inc. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Yarbrough. Student Trustee Manriquez’s advisory vote was aye.

7.4 Authorization for Board Travel/Conferences

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to authorize the submitted conference and travel by board members. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Yarbrough. Student Trustee Manriquez’s advisory vote was aye.

8.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on Monday, January 11, 2016.

There being no further business, Ms. Alvarez declared the meeting adjourned at 9:10 p.m., in memory and honor of the victims who lost their lives and were injured on December 2, 2015, in a terrorist attack in San Bernardino, California, and in memory of the men and women in the armed services that lost their lives on December 7, 1941.

Respectfully submitted,

Raúl Rodríguez, Ph.D.
Chancellor

Approved: _____
Clerk of the Board

Minutes approved: January 11, 2015

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To: Board of Trustees	Date: January 11, 2016
Re: Approval of New Pharmacy Technology Agreement – Torrance Memorial Medical Center	
Action: Request for Approval	

BACKGROUND

Students in the Pharmacy Technology program are required to participate in externship activities at sites throughout the community in order to gain practical field experience. This is necessary to apply the knowledge and skills learned in their college classes. This is a new agreement.

ANALYSIS

This new clinical affiliation agreement covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This agreement will continue for three (3) years from the date of signature by both parties. The agreement has been reviewed by Dean Simon B. Hoffman and college staff. The agreement carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this new agreement with Torrance Memorial Medical Center in Torrance, California.

Fiscal Impact: None	Board Date: January 11, 2016
Prepared by: Carlos L. Lopez, Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

**SANTA ANA COLLEGE
PHARMACY TECHNICIAN PROGRAM
AFFILIATION AGREEMENT**

THIS AGREEMENT made this **4th day of January, 2016**, by and between the Rancho Santiago Community College District, 2323 N. Broadway, Santa Ana, CA 92706-1640, hereinafter known as the "District" and Torrance Memorial Medical Center, 3330 Lomita Boulevard, Torrance, CA 90505, hereinafter called the "Medical Center."

WITNESSETH:

WHEREAS, District operates Santa Ana College ("College") and College is a duly accredited educational institution that has an approved **Pharmacy Technician (PharmT) Program** and such program requires clinical experience and the use of clinical facilities; and

WHEREAS, the Medical Center has facilities suitable for the clinical needs of the Pharmacy Technician clinical experience

WHEREAS, it is to the mutual benefit of the parties hereto that students of the College Pharmacy Technician Program use the facilities of the Medical Center for their advanced field experience,

NOW, THEREFORE, in consideration of the covenants, conditions, and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived therefrom, the parties hereto agree as follows:

ARTICLE 1 – REQUIREMENTS, Medical Center:

- A. Shall permit each student who is designated by the College pursuant to Article 2A, Paragraph A, to receive Pharmacy Technician experiences at the Medical Center, and shall furnish, and permit such students free access to appropriate clinical facilities, and for such clinical training and advanced field experience.
- B. Shall furnish appropriate learning resources in such a manner that there will be no conflict in the use thereof between the College students and students from other educational institutions, if any.
- C. Shall provide staff adequate in number and quality for appropriate health care to individuals.
- D. Shall provide qualified preceptors for coordination and/or administration of the learning experience. Preceptors will participate in planning, assisting, and evaluating student learning experiences. Preceptors will meet with College faculty member(s) responsible

for advanced field experience seminars, to coordinate seminar content and field study learning experiences. Selection of preceptors will be mutually agreed upon by the College and the Medical Center.

- E. Shall provide orientation to the Medical Center for students prior to beginning learning experiences.
- F. Shall meet with appropriate College faculty regularly to plan and promote effective learning experiences.
- G. Shall defend, indemnify, and hold harmless District for any liability, claims, or actions resulting from the acts or omissions of Medical Center's officers, agents, and employees in the performance of this agreement. It is the intention of the College and the Medical Center that the provisions of this paragraph be interpreted to impose on each party sole liability for the negligence of their respective officers, agents, and employees.
- H. Shall permit the responsible Health Care Administrator and other designated personnel to attend meetings of the College Health Advisory Committee, or the Pharmacy Technician Program, to coordinate learning experiences provided for under this Agreement.
- I. Shall have the right, after consultation with the College to refuse to accept for further learning experiences any of the College students who, in the Medical Center's judgement, are not participating satisfactorily in said program.
- J. As a self-insured Medical Center, the Medical Center shall provide evidence of general/comprehensive and professional liability coverage in the amount of 1 million dollars per occurrence, 3 million dollars aggregate.

A certificate of insurance shall be available upon request of the college.

ARTICLE 2 – RESPONSIBILITIES OF THE COLLEGE:

- A. Shall designate the students who are enrolled in the Pharmacy Technician Program of the College to be assigned for learning experiences at the Medical Center in such numbers as are mutually agreed to by both parties.
- B. Shall keep all attendance and academic records of students participating in said program.
- C. Shall certify to Medical Center, prior to the student experience that students will comply with Medical Center health requirements for students:

Shall maintain records and certify that students have complied with the following Medical Center health and safety requirements: evidence of blood tests/titers which are positive for Rubella, Rubeola and Mumps or MMR vaccine or declination; have a positive Varicella IgG or Varivax vaccine or declination; have record of an annual negative PPD skin test for tuberculosis or a negative chest x-ray within the past 2 years if

PPD positive; have a completed physical assessment or questionnaire negative for signs and symptoms of TB; have received the TDAP inoculation and the annual seasonal influenza vaccine or have signed declinations; have either completed the Hepatitis B immunization series, a positive HBsAb or immunization waiver on file; and have record of a tetanus booster within the last 10 years. Students have also received instruction regarding infection control, including tuberculosis and hepatitis B and instruction in safety and standard precautions.

Shall certify student education on age-specific education, Infection Control, and HIPAA regulations. Records will be maintained by the UNIVERSITY and available on request.

The student will successfully complete the Medical Center Safety and Disaster Preparedness exam and sign a HIPAA Confidentiality agreement to be maintained by the Medical Center.

- D. Shall require every student to conform to all applicable Medical Center policies, procedures and regulations, and all requirements and restrictions specified jointly by representatives of the College and Medical Center.
- E. As a self-insured State agency, the College shall provide evidence of coverage in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate. A Certificate of Insurance and Endorsement in compliance with government agency requirements shall be sent to the Medical Center upon request.
- G. The College will ensure that students maintain and show proof of professional liability insurance coverage in the amount of no less than \$1,000,000 per occurrence and \$3,000,000 aggregate (either independently or on Institution's policy) listing Medical Center as the certificate holder.
- H. Shall in consultation and coordination with the Vice President of Ancillary & Support Services or designee, plan for the learning experiences to be provided to students under this Agreement.
- I. Shall provide the Medical Center with the written philosophy, objectives, and outline of the Pharmacy Technician Program prior to the student's placement in the Agency.
- J. Shall in consultation and coordination with the Health Care Administrator and preceptor(s), arrange for periodic conferences between appropriate representatives of the College and Agency to evaluate the learning experiences provided under this Agreement.
- K. Shall provide and be responsible for care and control of the College educational supplies, material and equipment used for instruction during said program.
- L. Shall defend, indemnify and hold harmless Medical Center for any liability, claims or actions resulting from the acts or omissions of District's officers, agents, and employees in the performance of this Agreement. It is the intention of the College and the Medical

Center that the provisions of this paragraph be interpreted to impose on each party sole liability for the negligence of their respective officers, agents and employees. The student is not an officer, agent, or employee of the Medical Center.

- M. Shall require each student to maintain his or her own medical insurance. In the event of a student or instructor injury while in the performance of the Agreement, the Medical Center is not responsible for medical payments or any losses that may arise as a result of any injury or illness. School shall provide workers' compensation coverage to its students and instructors for injuries or illnesses that arise during the performance of this agreement.

ARTICLE 3 – TERM OF AGREEMENT

This Agreement shall become effective on **January 4, 2016**, and shall continue for **THREE (3)** year(s) until **January 4, 2019**, provided, however, that it may be terminated by either party after giving the other party 90 days advanced written notice of its intent to do so; provided further, however, that such termination by the Medical Center shall not be effective, at the election of the College, as to any student who, at the date of mailing of said notice by the Agency, was participating in said program until such student has completed the program for the then current academic year. This agreement may also be terminated by either party without notice for cause.

Any written notice given under this Article 3 shall be sent by registered mail to the following persons, as the case may be:

COLLEGE:	MEDICAL CENTER:
Santa Ana College	Torrance Memorial Medical Center
(University)	3330 Lomita Boulevard
1530 West 17 th Street	Torrance, CA 90505
(Address)	
Santa Ana, CA 92706	
(Address)	
Attn: <u>Peter J. Hardash</u>	Attn: <u>Michael Thomas</u>
(Name)	(Name)
<u>Vice Chancellor of Business</u>	<u>Vice President, Ancillary & Support Services</u>
<u>Operations & Fiscal Services</u>	(Title)
(Title)	

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

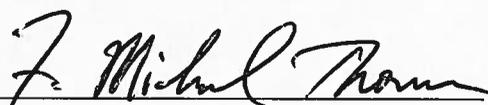
ARTICLE 4 – AMENDMENT OF AGREEMENT

This Agreement may, at any time, be altered, changed, or amended, by mutual agreement of the parties in writing.

ARTICLE 5 – PRIOR AGREEMENTS

This Agreement represents the complete and full agreement between the College and the Medical Center with respect to the matters stated herein. Any agreements or promises made which are not reflected in the written terms of this Agreement are and shall be superseded by the terms of this Agreement and shall have no effect on the terms of this Agreement.

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

Rancho Santiago Community College District	Torrance Memorial Medical Center
By: _____	By: 
Name: <u>Peter J. Hardash</u>	Name: <u>Michael Thomas</u>
Title: <u>Vice Chancellor, Bus. Oper & Fiscal Ser.</u>	Title: <u>Vice Pres., Ancillary & Support Services</u>
Date: _____	Date: <u>11/23/15</u>

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To: Board of Trustees	Date: January 11, 2016
Re: Approval of New SLPA Agreement – New Hope Therapy Center	
Action: Request for Approval	

BACKGROUND

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

ANALYSIS

Formal agreements between the district and fieldwork experience sites will be necessary. To that end, a special agreement document was developed for this purpose. This clinical affiliation agreement covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This agreement shall be effective for five (5) years or until termination by written notice of either party. The agreement has been reviewed by Dean Simon B. Hoffman and college staff. It carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this new agreement with New Hope Therapy Center in Westminster, California.

Fiscal Impact:	None	Board Date: January 11, 2016
Prepared by:	Carlos L. Lopez, Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

EDUCATIONAL AFFILIATION AGREEMENT

Speech-Language Pathology Assistant Program

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

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

WITNESSETH:

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

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

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

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

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

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

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

A. For the Program in General

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

2. For Student Workers' Compensation

The District shall carry Workers' Compensation Insurance on Students of the District during clinical assignment, and keep records of clinical attendance for audit by the State Workers' Compensation Insurance Fund.

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

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

PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

A. For the Program in General

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

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

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

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

B. Confidentiality of Patient Records

The Clinical Facility is a covered entity for purposes of the Health Insurance Portability and Accountability Act ("HIPAA") and subject to 45 C.F.R. Parts 160 and 164 (the HIPAA Privacy Regulation"). Clinical Facility shall direct Students, and Instructors providing supervision at the Clinical Facility as part of the Program, to comply with the

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

C. Indemnification

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

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

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

D. Insurance:

Without limiting the indemnification obligations stated above, each party to the Agreement shall provide and maintain at its own expense a program on insurance covering its activities and operation hereunder.

Insurance Carried by the District. District shall assure coverage of professional liability insurance for each student participating in the Rotation of not less than one million

dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof. District shall provide workers' compensation coverage for students participating in the rotation. These coverages are in effect while the student is on-site at Clinical Facility.

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

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

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

PART V STATUS OF SPEECH-LANGUAGE PATHOLOGY ASSISTANT STUDENTS

- A. Speech-Language Pathology Assistant Program students shall have the status of learners and shall not be considered to be Agency employees nor shall they replace Agency staff. Any service rendered by the student during the experience is to be considered in addition to planned client care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for client care in areas where students are obtaining clinical experience.
- B. Speech-Language Pathology Assistant Program students are subject to the authority, policies, and regulations of the District. They are also subject, during clinical assignment, to applicable agency regulations and must conform to the same standards as Agency employees in matters relating to the welfare of patients and general Agency operations. The Students are also responsible for recognizing the confidential nature of information related to clients and their records, and performance during emergency conditions. The Agency will provide copies of the rules, regulations and policies to the Speech-Language Pathology Assistant Program Students.
- C. Speech-Language Pathology Assistant Program students shall be responsible for proper coverage in regard to malpractice insurance, or any other liability insurance that might be required by either the District or the Agency.

- D. The District will be responsible for assuring the Speech-Language Pathology Assistant students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

PART VI PERIOD OF AGREEMENT

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

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

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

*New Hope Therapy Center (NHTC)
14501 Magnolia St, Suite 104
Westminster, CA 92683*

_____ District

_____ Agency/Facility/Location

_____ Peter J. Hardash
Vice Chancellor
Business Operations and Fiscal Services

_____ Julie Chau Diep
Clinical Director

Date: _____

Date: _____

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

To:	Board of Trustees	Date: January 11, 2016
Re:	Approval of Proposed Revisions for the 2016 – 2017 Santa Ana College Catalog	
Action:	Request for Approval	

BACKGROUND

The attached memo is a summary of actions taken by the Santa Ana College Curriculum and Instruction Council during 2015. It includes new courses, course revisions, course deletions, and other curricula changes that are reflected in the catalog.

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve the proposed revisions for the 2016 – 2017 Santa Ana College Catalog.

Fiscal Impact:	None	Board Date: January 11, 2016
Prepared by:	Carlos L. Lopez, Vice President, Academic Affairs	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

SANTA ANA COLLEGE

CURRICULUM & INSTRUCTION COUNCIL

DATE: January 11, 2016
TO: Erlinda J. Martinez, Ed.D., President
FROM: Monica Porter, Chair of Curriculum and Instruction Council
RE: Approval of Proposed Revisions for the 2016 – 2017 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 Curriculum Specialist.

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

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

NEW COURSES

Forty three (43) new courses were approved because of new and/or expanded programs or major changes in the discipline.

*(See Attachment #1)

REVISED COURSES

One hundred twelve (112) course revisions were updated to reflect changes in title, units, hours, or content.

*(See Attachment #2)

NEW PROGRAMS/CERTIFICATES

Thirteen (13) new programs/certificates were approved.

*(See Attachment #3)

REVISED PROGRAMS/CERTIFICATES

Fifty eight (58) programs/certificates revisions were updated to reflect changes in title, units, hours, or content.

* (See Attachment #4)

GENERAL EDUCATION REQUIREMENTS UPDATES

*(See Attachment #5)

*Listings are attached

NEW COURSES**CATALOG 2016 – 2017****SANTA ANA COLLEGE**

1	ART	184	Art of Animation I
2	ART	190	Introduction to Mural Painting and Design
3	ART	291	Mural Painting and Design II
4	ART	292	Mural Painting and Design III
5	CDEV	297	Analyzing and Applying Teacher Strategies in the Classroom
6	DSL	109	Truck Chassis: Brake and Suspension Service
7	DSL	110	Truck Chassis: Drive Train Service
8	DSL	125	Heavy Duty Diesel Engine: Top End Service
9	DSL	126	Heavy Duty Diesel Engine: Bottom End Service
10	DSL	288	Diesel Engines: Light-Medium Duty Systems
11	EMT	104	Emergency Medical Technician
12	ENGR	177	Green HVAC
13	ENGR	195	Renewable Energy
14	ENGR	204	Building Automation & Controls
15	ENGR	156A	Beginning Robotic Welding
16	ENGR	156B	Intermediate Robotic Welding
17	ENGR	156C	Advanced Robotic Welding
18	ENGR	157A	Basic Robotic Programming
19	ENGR	157B	Intermediate Robotic Programming
20	ENGR	157C	Advanced Robotic Programming Welding
21	FDM	070	New York Study Tour
22	FSA	002	California Ocean Lifeguard-Aquatic Rescue Response Skills
23	GEOG	130	Introduction to Weather and Climate
24	GEOG	140	California Geography

25	GEOG	155	Introduction to Geographic Information Systems
26	KNPR	156	Sport Psychology Applications - Soccer
27	KNPR	199	Sport Psychology Applications - Baseball
28	KNPR	217	Theory of Basketball
29	KNPR	218	Sport Psychology Applications - Basketball
30	MNFG	116	QC Operations with Verisurf Software
31	MUS	153	Introduction to Game Audio
32	PHAR	054A	Beginning Pharmacy Calculations
33	PHAR	054B	Advanced Pharmacy Calculations
34	PHAR	072B	Pharmacy Technology Externship Inpatient
35	PHAR	072C	Pharmacy Technology Externship Sterile Products
36	TELV	009B	TV/Video Communications Laboratory
37	TELV	009C	TV/Video Communications Laboratory
38	TELV	010B	TV/Video Communications Advanced Laboratory II
39	TELV	010C	TV/Video Communications Advanced Laboratory III
40	TELV	010D	TV/Video Communications Advanced Laboratory IV
41	WELD	157A	Basic Robotic Programming
42	WELD	157B	Intermediate Robotic Programming
43	WELD	157C	Advanced Robotic Programming Welding

REVISED COURSES**CATALOG 2016 – 2017****SANTA ANA COLLEGE**

1	ART	102	Survey of Western Art History II: Renaissance through the Twentieth Century
2	ART	129	Graphic Design Concepts for the Web
3	ART	162	Digital Design with Photoshop-I
4	ART	196A	3D Modeling Fundamentals
5	ART	253	Electric Kiln Ceramics
6	ART	296	Professional Art Production
7	BIOL	259	Environmental Biology
8	CDEV	070	Early Childhood Education: Introductory Principles and Practices (DS3)
9	CDEV	107	Child Growth and Development (DS1)
10	CDEV	108	Observation and Assessment for Early Learning and Development (DS3)
11	CDEV	110	Child, Family, and Community (DS2)
12	CDEV	111A	Principles and Practices of Teaching Young Children
13	CDEV	111B	Introduction to Curriculum for Young Children
14	CDEV	112	Health,Safety, and Nutrition for Children
15	CDEV	114	Careers in Teaching
16	CDEV	116A	Infant/Toddler Growth and Development (DS4)
17	CDEV	116B	Care and Education for Infants and Toddlers (DS3)
18	CDEV	120A	Development of the School-Age Child (DS5)
19	CDEV	120B	School-Age Child Care and Recreation Activities (DS5)
20	CDEV	200	Introduction to Technology in Early Childhood Education
21	CDEV	205	Introduction to Children with Special Needs
22	CDEV	207	Supporting and Empowering Families of Children with Special Needs
23	CDEV	210	Creative Music Experiences for Young Children
24	CDEV	214	Creative Art Experiences for Children

25	CDEV	215	Administration I: Programming in Early Childhood (DS6)
26	CDEV	216	Administration II: Personnel and Leadership in Early Childhood Education
27	CDEV	220	The Child as a Victim
28	CDEV	221	Living and Teaching in a Diverse Society
29	CDEV	229	Brain Development and Learning
30	CDEV	230	Child Guidance and Classroom Management
31	CDEV	231	Developing Language and Literacy in Young Children
32	CDEV	232	Math and Science Methods for Early Learning Environments
33	CDEV	250	Adult Supervision/Mentor Teacher in Early Childhood Programs
34	CDEV	298A	Practicum in Early Childhood Programs
35	CDEV	298B	Practicum in Infant/Toddler Programs
36	CDEV	299	Cooperative Work Experience Education
37	CJA	055D	Sheriff Special Officer Academy
38	CNSL	220	The Child as a Victim
39	DNCE	105	World Dance and Cultures
40	DNCE	202A	Choreography
41	DNCE	202B	Choreography for Dance Majors
42	DNCE	262	Somatic Practices in Ballet
43	ECON	120	Principles/Macro
44	ECON	121	Principles/Micro
45	EDUC	204	Personal Proficiency in Educational Technologies for Secondary Teachers
46	EDUC	205	Personal Proficiency in Educational Technologies for Elementary Teachers
47	EDUC	210	The Teaching Experience: Secondary Education
48	EMT	105	Clinical EMT Skills Laboratory
49	ENGL	243	The Modern American Novel
50	ENGL	245	The Image of African Americans in Literature and Films
51	ENGL	061	Introduction to Composition

52	ENGR	100A	Introduction to Engineering
53	ENGR	118	Surveying
54	ENGR	125	Engineering Graphics
55	ENGR	142	Architecture/Civil Engineering/Construction (AEC) Drawing
56	ENGR	187	Advanced 3-D Civil CAD
57	ENGR	201	Residential and Light Commercial Construction Practices and Estimating
58	ENGR	235	Statics
59	ENVR	259	Environmental Biology
60	ERTH	115	Earth Science for Educators
61	FDM	100	Introduction to Fashion
62	FDM	108	RTW Quality Analysis
63	FOT	130A	Fire Inspector 1A
64	FOT	130B	Fire Inspector 1B: Introduction to Fire and Life Safety
65	FOT	130C	Fire Inspector 1C: Field Inspection
66	FOT	130D	Fire Inspector 1D: Field Inspector
67	FTC	101	Fire Protection Organization
68	GEOG	101L	Physical Geography Laboratory
69	KNAQ	201B	Lap Swimming
70	KNHE	101	Healthful Living
71	KNHE	102	Women's Health Issues
72	KNHE	105	First Aid and Personal Safety
73	KNHE	107	Cardiopulmonary Resuscitation
74	KNIA	209	Water Polo-Men
75	KNPR	125	Sport Psychology
76	KNPR	150	Sport and Society
77	KNPR	155	Theory of Soccer
78	KNPR	160	Management of Physical Education and Sport

79	KNPR	165	Theory of Softball
80	KNPR	170	Sport Ethics
81	KNPR	175	Theory of Football
82	KNPR	200	Theory of Baseball
83	KNSM	101	Introduction to Sports Medicine
84	MA	051A	Beginning Medical Terminology
85	MATH	N06	Essential Mathematics
86	MATH	070	Geometry
87	MATH	145	Finite Mathematics
88	MATH	219	Statistics and Probability
89	MATH	219H	Honors Statistics and Probability
90	MNFG	077	Mastercam- 3D Toolpath and CAM Applications
91	MNFG	094	CNC Horizontal Mill Setup and Operation
92	MNFG	095	Mastercam 5 Axis Mill Toolpath and Application
93	MUS	110	Music Fundamentals and Culture
94	MUS	185	Beginning Classical Guitar
95	OTA	100	Medical Terminology and Documentation for the O.T.A
96	PARA	105	Cooperative Work Experience Education-Occupational
97	PARA	299	Cooperative Work Experience Education
98	PHAR	072A	Pharmacy Technology Externship Outpatient
99	PHOT	150	History of Photography
100	PHOT	180	Beginning Photography
101	PHOT	185B	Landscape Photography
102	PHOT	294	Color Photographic Expression
103	PSYC	210	Statistics for the Behavioral Sciences
104	SLPA	160	Introduction to Communicative Disorders and Treatments
105	TELV	009A	TV/Video Communications Laboratory

- 106 TELV 010A TV/Video Communications Advanced Laboratory I
- 107 WELD 156A Beginning Robotic Welding
- 108 WELD 156B Intermediate Robotic Welding
- 109 WELD 156C Advanced Robotic Welding

CONTINUING EDUCATION

- 110 PRNT 558 Early Childhood Care and Development for Family Child Care Providers
- 111 PRNT 562 Health Education for Family Child Care Providers
- 112 VBUS 258 Navigating the Internet

NEW PROGRAMS/CERTIFICATES

CATALOG 2016 – 2017

SANTA ANA COLLEGE

- 1 3D CAD Skill Builder Certificate of Proficiency
- 2 Associate in Science in Chemistry for Transfer Degree
- 3 Associate in Science in Film, Television and Electronic Media for Transfer Degree
- 4 Associate in Science in Nutrition for Transfer Degree
- 5 AutoCAD 2D Basics Certificate of Proficiency
- 6 Automotive Air Conditioning Service Certificate of Proficiency
- 7 Business Information Worker Certificate of Achievement
- 8 Civil 3D CAD Certificate of Proficiency
- 9 General Bookkeeping Certificate of Proficiency
- 10 Heavy Duty Chassis Service Certificate of Proficiency
- 11 Heavy Duty Diesel Engine Service Certificate of Proficiency
- 12 Surveying Skill Builder Certificate of Proficiency
- 13 Truck Air Conditioning Service Certificate of Proficiency

REVISED PROGRAMS/CERTIFICATES**CATALOG 2016 – 2017****SANTA ANA COLLEGE**

- 1 3D Modeling and Animation Certificate A-Art Emphasis Certificate of Achievement
- 2 3D Modeling and Animation Certificate C- Video Game & Interactive Media Art Emphasis Certificate of Achievement
- 3 3D Modeling and Animation Certificate D-Visualization Emphasis Certificate of Achievement
- 4 Accounting Degree
- 5 After School Program Assistant Certificate of Proficiency
- 6 After School Program Associate Teacher Certificate of Proficiency
- 7 Associate in Arts in Elementary Teacher Education for Transfer
- 8 Associate in Arts in English for Transfer
- 9 Associate in Science in Early Childhood Education for Transfer
- 10 Associates in Arts in Theatre Arts for Transfer
- 11 Automated Robotic Welding Systems Certificate of Achievement
- 12 B-Broadcast Communications and Media Studies Emphasis Degree
- 13 Bilingual (English/Spanish) Preschool Associate Teacher Certificate of Achievement
- 14 Biotechnology Lab Assistant Certificate of Proficiency
- 15 Child Development-Emphasis in Infant/Toddler Care and Development Degree
- 16 Child Development-Emphasis in Preschool Age Care and Development Degree
- 17 Child Development-Emphasis in School-Age Care and Recreation Degree
- 18 Civil Technology Certificate of Achievement
- 19 Communications and Media Studies Degree
- 20 Computerized Accounting-QuickBooks Certificate of Achievement
- 21 Computerized Bookkeeping- QuickBooks Option Certificate of Achievement
- 22 Costume Design Certificate of Proficiency
- 23 Dance Degree

- 24 Diesel and Heavy Equipment Technology Certificate of Achievement
- 25 Digital Music Production Certificate of Achievement
- 26 Early Childhood Teacher Certificate of Achievement
- 27 Elementary Education (Pre-Professional) Degree
- 28 Engineering Civil Technology Degree
- 29 Engineering Drafting and Design Option I-Engineering Drafting and Design Certificate of Achievement
- 30 Engineering Drafting and Design Option I-Engineering Drafting and Design Degree
- 31 Engineering Electro-Mechanical Technology Certificate of Achievement
- 32 Engineering Electro-Mechanical Technology Degree
- 33 Entertainment Lighting Technology Certificate of Proficiency
- 34 Fitness Specialist Certificate of Achievement
- 35 General Accounting Certificate of Achievement
- 36 Infant/Toddler Teacher Certificate of Achievement
- 37 Kinesiology Sports Medicine Certificate of Proficiency
- 38 Liberal Arts Social and Behavioral Sciences Emphasis Degree
- 39 Liberal Arts-American Studies Emphasis Degree
- 40 Liberal Arts-Arts, Humanities and Communications Emphasis Degree
- 41 Microsoft Dynamics for Financial Accounting Certificate of Proficiency
- 42 Mid-Range Engine Service Option Certificate of Achievement
- 43 Mid-Range Engine Service Option Degree
- 44 Nursing-Registered Nursing Degree
- 45 Occupational Therapy Assistant Degree
- 46 Performance Emphasis Certificate of Proficiency
- 47 Pharmacy Technology Advanced Option Certificate of Achievement
- 48 Pharmacy Technology Basic Option Certificate of Achievement
- 49 Pharmacy Technology Degree
- 50 School-Age Teacher Certificate of Achievement

- 51 Screen Performance Certificate of Proficiency
- 52 Spanish/English Interpretation and Translation Option Certificate of Proficiency
- 53 Television/Video Communications Certificate A-Television Production Certificate of Achievement
- 54 Television/Video Communications Certificate B-Broadcast Journalism Certificate of Achievement
- 55 Television/Video Communications Certificate C-Television Scriptwriter Certificate of Proficiency
- 56 Television/Video Communications Degree
- 57 Theatre Arts-Performance Emphasis Degree
- 58 Theatre Arts-Technical Theatre Emphasis Degree

SANTA ANA COLLEGE

CATALOG 2016 – 2017

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

Area: A – Natural Sciences

- GEOG 130 was added

Area: B – Social and Behavioral Sciences

- GEOG 140 and 155 were added

Area: C – Humanities

- ASL 112 was removed
- ASL 210 was added

Area: D – Cultural Breadth

Category: D1 – Ethnic Studies/Women’s Studies

- ASL 116 was added

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

Area: B – Scientific Inquiry and Quantitative Reasoning

Category: B1: Physical Science

- GEOG 130 was added

Area: C – Arts and Humanities

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

- ASL 112 was removed
- ASL 114 and ASL 210 were added

Area: D – Social Sciences

Category: D5: Geography

- GEOG 140 and GEOG 155 were added

Area: E – Lifelong Learning and Self-Development

Category: E1

- BUS 130 was added

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

Area: 3 – Arts and Humanities

Group B: Humanities

- ASL 112 was removed
- ASL 210 was added

Area: 4 – Social and Behavioral Sciences

- GEOG 140 and GEOG 155 were added

Area: 5 – Physical and Biological Sciences

Group A: Physical Science

- GEOG 130 was added

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

To:	Board of Trustees	Date: January 11, 2016
Re:	Approval of Proposed Revisions for the 2016-2017 Santiago Canyon College Catalog	
Action:	Request for Approval	

BACKGROUND

The attached memo is a summary of actions taken by the Santiago Canyon College Curriculum and Instruction Council (CIC) during 2015. It includes new courses, course revisions, course deletions and other curricula changes that are reflected in the catalog.

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve the proposed revisions for the 2016-2017 Santiago Canyon College Catalog as presented.

Fiscal Impact:	None	Board Date: January 11, 2016
Prepared by:	Aracely Mora, Ed.D., Vice President, Academic Affairs, SCC Joyce Wagner, Ph.D., Chair, Curriculum and Instruction Council, SCC	
Submitted by:	John Weispfenning, Ph.D., President, SCC	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	



CURRICULUM AND INSTRUCTION COUNCIL

DATE: December 11th, 2015

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

FROM: Joyce Wagner, Ph.D., Chair of the Curriculum and Instruction Council
Aracely Mora, Ed.D., Vice President, Academic Affairs

RE: **PROPOSED REVISIONS FOR THE 2016-2017 CATALOG**

The following changes to the 2016-2017 college catalog are proposed by the Curriculum and Instruction Council (CIC) of Santiago Canyon College. All changes to academic policies, courses, and programs are reviewed and approved by departmental curriculum committees before action is taken by the CIC.

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

The changes initiated at Santiago Canyon College for the 2016-2017 catalog are:

GENERAL EDUCATION REQUIREMENTS FOR THE ASSOCIATE DEGREE (Plan A)

The following option was removed from the local general education requirement:

Area A: Natural Sciences

Biology 109HL and 115 added.

Area C: Humanities

Chinese 101, 102 added.

Area F2: Lifelong Understanding and Self-Development

Kinesiology 257 added.

GENERAL EDUCATION REQUIREMENTS FOR THE CALIFORNIA STATE UNIVERSITY (Plan B)

The following options were removed from the CSU general education requirements:

Area B2: Life Science

Biology 115 added.

Area B3: Laboratory Activity

Biology 109HL and 115 added.

Area C2: Humanities

Chinese 101 and 102 added.

Area D10: Sociology and Criminology

Sociology 115 added.

Area E1: Lifelong Understanding and Self-Development
Sociology 115 added.

Area E2: Lifelong Understanding and Self-Development
Kinesiology 257 added.

INTERSEGMENTAL GENERAL EDUCATION TRANSFER CURRICULUM (Plan C)

The following options were removed from the UC and CSU general education requirements:

Area E2: Lifelong Understanding and Self-Development
Chinese 102 added.

Area 4: Social and Behavioral Sciences
Sociology 115 and 130 added.

Area 5A: Physical Science
Physics 210 and 211 removed.

Area 5B: Biological Science
Biology 115, 149 and 190 added.

Area 5C: Laboratory Activity
Biology 109HL, 115 and 149 added.

Area 6A: Language Other than English
Chinese 101 and 102 added.

NEW PROGRAMS, DEGREES AND CERTIFICATES

(See Attachment #1)

Three (3) new program control numbers will be requested from the California Community colleges Chancellor's Office for the upcoming academic year in accordance with California Code of Regulations §55130.

REVISED PROGRAMS, DEGREES AND CERTIFICATES

(See Attachment #2)

Twenty-three (23) programs, degrees and certificates were revised because of changes in required or restricted elective courses, advisory committee recommendations, changes in requirements for four year schools, and recommendations from state agencies.

NEW COURSES:

(See Attachment #3)

Thirty-two (32) new courses were approved due to new and/or expanded programs or major changes in the discipline.

REVISED COURSES

(See Attachment #4)

Eighteen (18) 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.

DISTANCE EDUCATION OFFERINGS

(See Attachment #5)

Eighteen (18) courses were separately reviewed and approved in accordance with California Code of Regulations §55206. This course was 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

(See Attachment #6)

Twelve (12) nondegree-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
Von Lawson, Dean of Business and Career Technical Education, Santiago Canyon College
Kari Irwin, Associate Dean of Business and Career Technical Education, Santiago Canyon College
Ruth Babeshoff, Dean of Counseling and Student Support Services, Santiago Canyon College
Aaron Voelcker, Dean of Institutional Effectiveness, Library & Learning Support, Santiago Canyon College
Marilyn Flores, Dean of 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
Elliot Jones, Academic Senate President, Santa Ana College
Jim Kennedy, Interim Vice-President of Academic Affairs, Santa Ana College

NEW PROGRAMS, DEGREES AND CERTIFICATES

Credit

Apprenticeship Carpentry Insulator, Associate in Science
Apprenticeship Carpentry Insulator, Certificate of Achievement

Non-Credit

Student Leadership, Certificate of Competency

REVISED PROGRAMS, DEGREES AND CERTIFICATES**Credit**

Apprenticeship Carpentry Acoustical Installer, Associate in Science (31107)
Apprenticeship Carpentry Acoustical Tile, Certificate of Achievement (31109)
Apprenticeship Carpentry, Concrete, Associate in Science (13235)
Apprenticeship Carpentry Concrete, Certificate of Achievement (21657)
Apprenticeship Carpentry Drywall/Lather, Associate in Science (11988)
Apprenticeship Carpentry Drywall/Lather, Certificate of Achievement (21664)
Apprenticeship Carpentry Millwrighting, Associate in Science (11986)
Apprenticeship Carpentry Millwrighting, Certificate of Achievement (21662)
Apprenticeship Carpentry Plastering, Associate in Science (31705)
Apprenticeship Carpentry Plastering, Certificate of Achievement (31706)
Elementary Education, Associate in Arts (17759)
Elementary Teacher Education, Associate in Arts for Transfer (31735)
Modern Languages, Associate in Arts (11925)
Apprenticeship Carpentry Pile Driver, Associate in Science (31588)
Apprenticeship Carpentry Pile Driver, Certificate of Achievement (31589)
Science, Associate in Science (11953)
Sociology, Associate in Arts for Transfer (30600)
Wastewater/Environmental Sanitation, Associate in Science (11908)
Wastewater/Environmental Sanitation, Certificate of Achievement (21669)
Water Distribution, Associate in Science (11907)
Water Distribution, Certificate of Achievement (19625)
Water Treatment, Associate in Science (19623)
Water Treatment, Certificate of Achievement (19624)

Non-Credit

None

NEW COURSES**Credit**

Apprenticeship Carpentry 024E, Total Station I
 Apprenticeship Carpentry 025, Welding Fabrication
 Apprenticeship Carpentry 028E, Bridge Falsework
 Apprenticeship Carpentry 029C, Solar Installer Level 1
 Apprenticeship Carpentry 071C, Tool/Equipment Applications
 Apprenticeship Carpentry 074C, Air, Moisture and Thermal Barrier
 Apprenticeship Carpentry 083C, Doors/Door Frame
 Apprenticeship Carpentry Pile Driver 023, Tool/Equipment Applications
 Apprenticeship Insulator 043, Tool/Equipment Applications
 Apprenticeship Millwright 043, Tool/Equipment Applications
 Apprenticeship Modular Furnishings Installation 032, Basic Framing and Retro-Fits
 Apprenticeship Modular Furnishings Installation 034, Solid Surface and Stone Countertops
 Biology 109HL, Honors Fundamentals of Biology Laboratory
 Biology 115, Concepts in Biology for Educators
 Chinese 101, Elementary Chinese I
 Chinese 102, Elementary Chinese II
 English N70, English Foundations ALP
 Kinesiology 257, Cross Country Team-Off Season
 Sociology 115, Death and Dying
 Theatre Arts 180A, Rehearsal and Performance: Drama - Minor/Supporting Role
 Theatre Arts 180B, Rehearsal and Performance: Drama - Leading Role
 Theatre Arts 181A, Rehearsal and Performance: Comedy - Minor/Supporting Role
 Theatre Arts 181B, Rehearsal and Performance: Comedy - Leading Role
 Theatre Arts 182A, Rehearsal and Performance: One-Act Plays
 Theatre Arts 182B, Rehearsal and Performance: Original One-Act Plays
 Theatre Arts 183A, Rehearsal and Performance: Musical - Minor/Supporting Role
 Theatre Arts 183B, Rehearsal and Performance: Musical - Leading Role
 Theatre Arts 186A, Beginning Technical Theatre Production
 Theatre Arts 186B, Intermediate Technical Theatre Production
 Theatre Arts 186C, Advanced Technical Theatre Production

Non-Credit

Vocational: Business 100, Seminar in Adobe Tools
 Vocational: Business 259, Seminar in Business Application

REVISED COURSES**Credit**

Apprenticeship Operating Engineers 011, Construction Safety Inspector Apprentice 1
Apprenticeship Operating Engineers 012, Construction Safety Inspector Apprentice 2
Biology 149, Human Anatomy and Physiology
Business 090, Principles of Project Management
History 118, Social and Cultural History of the United States
History 126, United States since 1945
Mathematics 070, Geometry
Public Works 080, Principles of Project Management
Real Estate 102, Real Estate Principles
Real Estate 103, Legal Aspects of Real Estate
Real Estate 105, Real Estate Practice
Real Estate 106, Real Estate Finance
Real Estate 110, Real Estate Economics
Real Estate 112, Real Property Management
Real Estate 114, Appraisal Principles and Procedures
Real Estate 116, Residential Real Estate Appraisal
Real Estate 117, Residential Report Writing and Case Studies
Sociology 130, Relationships, Marriages, and Family Dynamics

Non-Credit

None

DISTANCE EDUCATION OFFERINGS**Credit**

Biology 149, Human Anatomy and Physiology
Business 090, Principles of Project Management
Chinese 101, Elementary Chinese I
Chinese 102, Elementary Chinese II
History 118, Social and Cultural History of the United States
History 126, United States since 1945
Public Works 080, Principles of Project Management
Real Estate 102, Real Estate Principles
Real Estate 103, Legal Aspects of Real Estate
Real Estate 105, Real Estate Practice
Real Estate 106, Real Estate Finance
Real Estate 110, Real Estate Economics
Real Estate 112, Real Property Management
Real Estate 114, Appraisal Principles and Procedures
Real Estate 116, Residential Real Estate Appraisal
Real Estate 117, Residential Report Writing and Case Studies
Sociology 115, Death and Dying
Sociology 130, Relationships, Marriages, and Family Dynamics

Non-Credit

None

STAND ALONE

Credit

English N70, English Foundations ALP

Theatre Arts 180A, Rehearsal and Performance: Drama - Minor/Supporting Role

Theatre Arts 180B, Rehearsal and Performance: Drama - Leading Role

Theatre Arts 181A, Rehearsal and Performance: Comedy - Minor/Supporting Role

Theatre Arts 181B, Rehearsal and Performance: Comedy - Leading Role

Theatre Arts 182A, Rehearsal and Performance: One-Act Plays

Theatre Arts 182B, Rehearsal and Performance: Original One-Act Plays

Theatre Arts 183A, Rehearsal and Performance: Musical - Minor/Supporting Role

Theatre Arts 183B, Rehearsal and Performance: Musical - Leading Role

Theatre Arts 186A, Beginning Technical Theatre Production

Theatre Arts 186B, Intermediate Technical Theatre Production

Theatre Arts 186C, Advanced Technical Theatre Production

Non-Credit

None

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Santiago Canyon College
Student Services

To:	Board of Trustees	Date: January 11, 2016
Re:	Approval of Agreement with Smarthinking for Online Tutorial Services	
Action:	Request for Approval	

BACKGROUND

As SCC looks to address recommendations from the Accrediting Commission for Community and Junior Colleges (ACCJC) pertaining to online academic support for students, contracting with Smarthinking provides online support for Basic Skills online students, as well as additional tutoring support for traditional face-to-face students. Providing tutoring support services online complements the on-site tutoring services already in place. Students at SCC will now have the opportunity to receive instructional support both on campus and online.

ANALYSIS

The college will be provided with 1850 hours of online tutorial services in the areas of Mathematics and Writing. In addition, we will be able to monitor student usage and its relationship to student success. The contract includes up to 183 licenses for MyFoundationLab to enhance current basic skills remediation in English. Students will have direct access to the services via the college website.

RECOMMENDATION

It is recommended that the Board approve the Online tutoring Services Agreement with Smarthinking.

Fiscal Impact: \$49,980 funded through the Student Equity Grant	Board Date: January 11, 2016
Prepared by:	John Hernandez, Ph.D., Vice President, Student Services Joseph Alonzo, Director, Office of Student Equity and Success
Submitted by:	John Weispfenning, Ph.D., President
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor

ONLINE TUTORING SERVICES AGREEMENT

This **ONLINE TUTORING SERVICES AGREEMENT** (the "Master Agreement" or "Agreement") is entered between , NCS Pearson, Inc. operating through its SMARTHINKING Division, a Minnesota corporation with offices located at 1919 M Street, Suite 600, Washington, DC 20036 ("SMARTHINKING") and Santiago Canyon College ("CLIENT") (each a "Party", and collectively the "Parties).

<p>I. BILLING INFORMATION</p> <p>CLIENT Santiago Canyon College Attn: Joseph Alonzo The Office of Student Equity and Success Address: 8045 E. Chapman Avenue Orange, CA 92869-4512 Phone: 714-628-5040 Fax: e-mail: alonzo_joseph@sccollege.edu SMARTHINKING Rep: Darrell McCarron e-mail: Darrell.McCarron@pearson.com</p>	<p>II. TERM:</p> <p>A. Master Agreement Date: December 2, 2015</p> <p>B. Agreement continues until written notice of termination by either Party at the conclusion of an existing "Statement of Work(s)" as described below.</p> <p>SMARTHINKING FIN: 41-0850527 <i>Prices guaranteed for 30 days from date of contract initiation.</i></p>
<p>III. SERVICES:</p> <p>A. <u>SMARTHINKING Tutoring Services.</u> At the request of Client, and in any subsequent SOWs signed by the Parties., SMARTHINKING shall provide to a person enrolled as a student in Client's institution ("Student") one-to-one online tutoring services ("SMARTHINKING tutoring services"). SMARTHINKING Services shall consist of live and asynchronous tutoring services provided via SMARTHINKING's Web site, currently located at <u>www.SMARTHINKING.com</u> ("SMARTHINKING.com"). See Appendix A for a description of tutoring services.</p> <p>B. <u>SMARTHINKING Professional Services and Platform Licensing.</u> At request of Client, and in any subsequent SOWs signed by the Parties.SMARTHINKING shall provide to Client professional services ("SMARTHINKING professional services") to support Client's implementation and operation of SMARTHINKING tutoring services at its Institution. At request of Client, SMARTHINKING shall provide Client with a platform license to operate its tutors using the SMARTHINKING platform and hosting. See Appendix B for a description of professional services and platform licensing.</p> <p>C. <u>Exclusions.</u> SMARTHINKING shall not be responsible for obtaining or providing any communications hardware necessary to access or use the SMARTHINKING Services, including, but not limited to, Internet service, telephones, access lines, modems and computer equipment.</p> <p>D. <u>Access.</u> SMARTHINKING shall provide Client with usernames and passwords to provide to students that will allow them to access the services provided by SMARTHINKING. SMARTHINKING will track and report on the use of such usernames and passwords.</p>	
<p>IV. SCOPE and SERVICE FEE:</p> <p>A. <u>Scope.</u> SMARTHINKING shall provide Client with the services, as set forth in Appendixes A and B, as described in an initial Statement of Work (SOW) (Exhibit C), and any subsequent Statement (s) of Work that are signed by the Parties. All such Appendixes and SOWs are incorporated into and made part of this Online Tutoring Services Agreement as though set forth above the signatures of SMARTHINKING and Client. All SOWs shall be dated and contain a term or end date.</p> <p>B. <u>Service Fee.</u> In consideration of the SMARTHINKING Services described in a SOW, Client shall pay SMARTHINKING all fees within thirty (30) days of the Date the SOW is signed by Client. The provisioning of SMARTHINKING Services is contingent upon full payment.</p>	
<p>Pearson:</p> <p>_____</p> <p><i>Signature</i></p> <p>_____</p> <p><i>Printed Name and Title</i></p>	<p>CLIENT:</p> <p>_____</p> <p><i>Signature</i></p> <p align="right">Vice Chancellor</p> <p align="center">Peter J. Hardash, Business Operations/ Fiscal Services</p> <p><i>Printed Name and Title</i></p> <p>_____</p> <p><i>Date Signed by Client</i></p>

SCC-15-023

9.2 Relationship of Parties. Nothing contained in this Agreement shall create any partnership or joint venture between the parties. This Agreement is not for the benefit of any third party not a signatory hereto and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.

9.3 Notices. All notices, requests, and other communications hereunder shall be in writing delivered by any of the following: personal delivery; first class certified or registered mail; return receipt requested; U.S. Express mail, or an express overnight service (such as Federal Express), addressed to the respective parties at the addresses set forth in this Agreement or to such other person or address as a party hereto shall designate to the other party hereto from time to time in writing forwarded in like manner. Any notice, request, consent, demand or communication given in accordance with the provisions of this paragraph shall be deemed to have been given and effective when actually received.

9.4 Assignment. Client may not assign this Agreement without the prior written consent of SMARTHINKING, which consent shall not be unreasonably delayed or withheld.

9.5 Entire Agreement. This Agreement sets forth all of the promises, agreements, conditions and understandings between the parties respecting the subject matter hereof and supercedes all prior and contemporaneous negotiations, conversations, discussions, correspondence, memoranda, and agreements between the parties concerning the subject matter of this Agreement.

Appendix B: Professional Services and Platform Licensing Available from SMARTHINKING.
Costs for these services will be set in accord with SMARTHINKING's then current pricing.

B.1 Set-up Support for SMARTHINKING Online Tutoring Services – (Required for All Clients):

- (a) Private labeling of student's home page with client logo and color selection.
- (b) Student account creation with client designated subjects and services
- (c) Client administrative account creation with implementation assistance.
- (d) Annual Service Fee: Beginning Year two.

B.2 Onsite Training

- (a) SMARTHINKING's implementation staff will work with Client to develop an agenda that reflects current needs and may include sessions focused on introducing SMARTHINKING to faculty, staff, and/or students, and discussing strategies for using these services to supplement instruction.
- (b) Multiple sessions may be conducted during a single day for each day of onsite training purchased.
- (c) Training materials will be provided for up to twenty participants.
- (d) Training via web and telephone may also be provided.

B.3 Customized User Interface

- (a) Custom Designed Smarthinking User-Interface to match Client web site.
- (b) Entire tutoring process occurs with customized interface.
- (c) Custom Designed Client Login Page and URL or direct form-based login to Smarthinking.com from Client site.

B.4 Academic Consulting

- (a) Delivered by SMARTHINKING professional academic staff.
- (b) Individual or Group sessions on how to incorporate SMARTHINKING tutoring into Client curriculum to improve outcomes and retention. Available face-to-face or by telephone.
- (c) Assistance with course design.
- (d) Consulting on the training of online instructors and online tutors.
- (e) Development and Management of online programs.
- (f) Evaluation and professional development of online tutors as well as instructors who are working in synchronous and/or asynchronous learning environments.
- (g) Costs will be based on SMARTHINKING's then current price list.

B.5 Customized Online Surveys

- (a) Add Client questions on to the online performance survey conducted by SMARTHINKING with Client's students who use SMARTHINKING.
- (b) Offer Client survey to Client's students using the SMARTHINKING online survey platform.

B.6 Learner Support Management (LSM)TM Platform License

- (a) Access to SMARTHINKING's LSM hosted system.
- (b) Scheduled set-up of tutor accounts, subjects desired and services desired.
- (c) Customization of information about Client's Institution's online tutoring service.
- (d) Limited Technical Support -- First 75 customer support requests by telephone or e-mail are free. Additional support can be purchased in blocks of 50 requests at SMARTHINKING's then current pricing.
- (e) Training and Set-up regarding use of SMARTHINKING system for administrators and Client's tutors and establishment of unique tutor accounts. Includes training material for up to 30 participants.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTIAGO CANYON COLLEGE – ORANGE EDUCATION CENTER

To: Board of Trustees	Date: January 11, 2016
Re: Approval of Classroom Lease – 1572 N. Main Street, Orange, CA	
Action: Request for Approval	

BACKGROUND

The attached lease agreement reflects a comprehensive effort to extend accessibility opportunities to instructional programs and services to the community. The proposed location at 1572 North Main Street in the city of Orange is suitable for this purpose.

ANALYSIS

The Rancho Santiago Adult Education Consortium has approved funding for Rancho Santiago Community College District to lease a facility within the Santiago Canyon College (SCC) service area for the purpose of extending educational opportunities and services to the community. The term of this lease is for three years (February 1, 2016 through January 31, 2019) at \$1.65 per square foot for the first year (\$13,860.00 per month), and increases by three percent the second year (\$14,275.80 per month), and three percent the third year (\$14,704.07 per month). The lease also provides two, one-year options to extend the lease a fourth and fifth year at the same rate as year three (\$14,704.07 per month). The site consists of approximately 8,400 square feet and is suitable for classroom space, counseling/guidance services, and administration. Thirty-two parking spaces are available on the premises as well as additional spaces across the street at 1507 W. Yale (20 additional spaces Monday through Friday from 8:00 am to 5:00 pm and 60 additional spaces at all other days and times).

RECOMMENDATION

It is recommended that the Board of Trustees approve the attached three-year lease agreement, with fourth and fifth year options, for the period February 1, 2016 through January 31, 2019, as presented.

Fiscal Impact: \$13,860 per month base rent	Board Date: January 11, 2016
Prepared by: Jose Vargas, Vice President, Continuing Education, Santiago Canyon College	
Submitted by: John Weispfenning, Ph.D., President	
Recommended by: Raúl Rodriguez, Ph.D., Chancellor	



**AIR COMMERCIAL REAL ESTATE ASSOCIATION
STANDARD INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE -- GROSS
(DO NOT USE THIS FORM FOR MULTI-TENANT BUILDINGS)**

1. Basic Provisions ("Basic Provisions").

1.1 **Parties:** This Lease ("Lease"), dated for reference purposes only December 3, 2015, is made by and between Affordable Housing Specialists Group ("Lessor") and Rancho Santiago Community College District ("Lessee"), (collectively the "Parties," or individually a "Party").

1.2 **Premises:** That certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, and commonly known as 1572 N. Main Street, located in the County of Orange, State of California, and generally described as (describe briefly the nature of the property and, if applicable, the "Project", if the property is located within a Project) an office building consisting of approximately 8,400 square feet

1.3 **Term:** three (3) years and 0 months ("Original Term") commencing February 1, 2016 ("Commencement Date") and ending January 31, 2019 ("Expiration Date"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing upon mutual lease execution ("Early Possession Date"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** \$13,860.00 per month ("Base Rent"), payable on the first day of each month commencing February 1, 2016. (See also Paragraph 4)

If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 50

1.6 **Base Rent and Other Monies Paid Upon Execution:**

- (a) **Base Rent:** \$13,860.00 for the period February 1 - 29, 2016
- (b) **Security Deposit:** \$40,000.00 ("Security Deposit"). (See also Paragraph 5)
- (c) **Association Fees:** \$ ---- for the period ----
- (d) **Other:** \$ ---- for ----
- (e) **Total Due Upon Execution of this Lease:** \$53,860.00

1.7 **Agreed Use:** General office, client counseling, classrooms (See also Paragraph 6)

1.8 **Insuring Party:** Lessor is the "Insuring Party". The annual "Base Premium" is \$ included in Base Rent (See also Paragraph 8)

1.9 **Real Estate Brokers:** (See also Paragraph 15 and 25)

(a) **Representation:** The following real estate brokers (the "Brokers") and brokerage relationships exist in this transaction (check applicable boxes):

- _____ represents Lessor exclusively ("Lessor's Broker");
- _____ represents Lessee exclusively ("Lessee's Broker"); or
- Lee & Associates Commercial Real Estate Services, Inc. - Orange (Phil Fridd/Jim Hawkins) represents both Lessor and Lessee ("Dual Agency").

(b) **Payment to Brokers:** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of _____ or _____% of the total Base Rent) for the brokerage services rendered by the Brokers.

1.10 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by N/A ("Guarantor"). (See also Paragraph 37)

1.11 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

- an Addendum consisting of Paragraphs 50 through 53 ;
- a plot plan depicting the Premises; As Exhibit "A"
- a current set of the Rules and Regulations; As Exhibit "B"
- a Work Letter;
- a energy disclosure addendum is attached;
- other (specify): Option(s) to Extend (Paragraph 54)

2. **Premises.**

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **Note: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition.** Lessor shall deliver the Premises to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), loading doors, sump pumps, if any, and all other such elements in the Premises, other than those constructed by Lessee, shall be in good operating condition on said date and that the surface and structural elements of the roof, bearing walls and foundation of any buildings on the Premises (the "**Building**") shall be free of material defects, and that the Unit does not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with said warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Building. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense, except for the roof, foundations, and bearing walls which are handled as provided in paragraph 7. Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance.** Lessor warrants that to the best of its knowledge the improvements on the Premises comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 50), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning, are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and an amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not, however, have any right to terminate this Lease.

2.4 **Acknowledgements.** Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant.** The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

3. **Term.**

3.1 **Term.** The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession.** Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession.** Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance.** Lessor shall not be required to deliver possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its

obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. **Rent.**

4.1. **Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

4.2. **Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of \$25 in addition to any Late Charge and Lessor, at its option, may require all future payments to be made by Lessee to be by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent, Insurance and Real Property Taxes, and any remaining amount to any other outstanding charges or costs.

4.3. **Association Fees.** In addition to the Base Rent, Lessee shall pay to Lessor each month an amount equal to any owner's association or condominium fees levied or assessed against the Premises. Said monies shall be paid at the same time and in the same manner as the Base Rent.

5. **Security Deposit.** Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease.

6. **Use.**

6.1. **Use.** Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements on the Premises or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Premises. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2. **Hazardous Substances.**

(a) **Reportable Uses Require Consent.** The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. **No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.**

(e) **Lessor Indemnification.** Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request

of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or \$100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or \$100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises. In addition, Lessee shall provide Lessor with copies of its business license, certificate of occupancy and/or any similar document within 10 days of the receipt of a written request therefor.

6.4 **Inspection; Compliance.** Lessor and Lessor's "Lender" (as defined in Paragraph 30) and consultants shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting the condition of the Premises and for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see paragraph 9.1) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (MSDS) to Lessor within 10 days of the receipt of a written request therefor.

7. **Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.**

7.1 **Lessee's Obligations.**

(a) **In General.** Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, walls (interior and exterior), ceilings, floors, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises. Lessee is also responsible for keeping the roof and roof drainage clean and free of debris. Lessor shall keep the surface and structural elements of the roof, foundations, and bearing walls in good repair (see paragraph 7.2). Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. Lessee shall, during the term of this Lease, keep the exterior appearance of the Building in a first-class condition (including, e.g. graffiti removal) consistent with the exterior appearance of other similar facilities of comparable age and size in the vicinity, including, when necessary, the exterior repainting of the Building.

(b) **Service Contracts.** ~~Lessee~~ Lessor shall, at ~~Lessee's~~ Lessor's sole expense, procure and maintain contracts, ~~with copies to Lessor,~~ in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler, and pressure vessels, (iii) fire extinguishing systems, including fire alarm and/or smoke detection, (iv) landscaping and irrigation systems, and (v) clarifiers. ~~However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.~~

(c) **Failure to Perform.** If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement.** Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (ie. 1/144th of the cost per month). Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

7.2 **Lessor's Obligations.** Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 9 (Damage or Destruction) and 14 (Condemnation), it is intended by the Parties hereto that Lessor have no obligation, in any manner whatsoever, to repair and maintain the Premises, or the equipment therein, all of which obligations are intended to be that of the Lessee, except for the surface and structural elements of the roof, foundations and bearing walls, the repair of which shall be the responsibility of Lessor upon receipt of written notice that such a repair is necessary. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the Parties as to maintenance and repair of the Premises, and they expressly waive the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease.

7.3 **Utility Installations; Trade Fixtures; Alterations.**

(a) **Definitions.** The term "Utility Installations" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "Trade Fixtures" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "Lessee Owned Alterations and/or Utility Installations" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion

bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 Ownership; Removal; Surrender; and Restoration.

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing, if this Lease is for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 Payment of Premium Increases.

(a) Lessee shall pay to Lessor any insurance cost increase ("**Insurance Cost Increase**") occurring during the term of this Lease. Insurance Cost Increase is defined as any increase in the actual cost of the insurance required under Paragraph 8.2(b), 8.3(a) and 8.3(b), over and above the Base Premium as hereinafter defined calculated on an annual basis. Insurance Cost Increase shall include but not be limited to increases resulting from the nature of Lessee's occupancy, any act or omission of Lessee, requirements of the holder of mortgage or deed of trust covering the Premises, increased valuation of the Premises and/or a premium rate increase. The parties are encouraged to fill in the Base Premium in paragraph 1.8 with a reasonable premium for the Required Insurance based on the Agreed Use of the Premises. If the parties fail to insert a dollar amount in Paragraph 1.8, then the Base Premium shall be the lowest annual premium reasonably obtainable for the Required Insurance as of the commencement of the Original Term for the Agreed Use of the Premises. In no event, however, shall Lessee be responsible for any portion of the increase in the premium cost attributable to liability insurance carried by Lessor under Paragraph 8.2(b) in excess of \$2,000,000 per occurrence.

(b) Lessee shall pay any such Insurance Cost Increase to Lessor within 30 days after receipt by Lessee of a copy of the premium statement or other reasonable evidence of the amount due. If the insurance policies maintained hereunder cover other property besides the Premises, Lessor shall also deliver to Lessee a statement of the amount of such Insurance Cost Increase attributable only to the Premises showing in reasonable detail the manner in which such amount was computed. Premiums for policy periods commencing prior to, or extending beyond the term of this Lease, shall be prorated to correspond to the term of this Lease.

8.2 Liability Insurance.

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "**insured contract**" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 Property Insurance - Building, Improvements and Rental Value.

(a) **Building and Improvements.** The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender or included in the Base Premium), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$5,000 per occurrence, and Lessee shall be liable for such deductible amount in the event of an Insured Loss.

(b) **Rental Value.** The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("**Rental Value insurance**"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period. Lessee shall be liable for any deductible amount in the event of such loss.

(c) **Adjacent Premises.** If the Premises are part of a larger building, or of a group of buildings owned by Lessor which are adjacent to the Premises, the Lessee shall pay for any increase in the premiums for the property insurance of such building or buildings if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

8.4 Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance

specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies.** Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation.** Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity.** Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability.** Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance.** Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/ costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. **Damage or Destruction.**

9.1 **Definitions.**

(a) **"Premises Partial Damage"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) **"Insured Loss"** shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) **"Hazardous Substance Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is \$10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds (except as to the deductible which is Lessee's responsibility) as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss.** If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction.** Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term.** If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such

damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies.**

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "**Commence**" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments.** Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. **Real Property Taxes.**

10.1 **Definition.** As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Premises or the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Building address. Real Property Taxes shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Premises, and (ii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2

(a) **Payment of Taxes.** Lessor shall pay the Real Property Taxes applicable to the Premises provided, however, that Lessee shall pay to Lessor the amount, if any, by which Real Property Taxes applicable to the Premises increase over the fiscal tax year during which the Commencement Date Occurs ("Tax Increase"). Payment of any such Tax Increase shall be made by Lessee to Lessor within 30 days after receipt of Lessor's written statement setting forth the amount due and computation thereof. If any such taxes shall cover any period of time prior to or after the expiration or termination of this Lease, Lessee's share of such taxes shall be prorated to cover only that portion of the tax bill applicable to the period that this Lease is in effect. In the event Lessee incurs a late charge on any Rent payment, Lessor may estimate the current Real Property Taxes, and require that the Tax Increase be paid in advance to Lessor by Lessee monthly in advance with the payment of the Base Rent. Such monthly payment shall be an amount equal to the amount of the estimated installment of the Tax Increase divided by the number of months remaining before the month in which said installment becomes delinquent. When the actual amount of the applicable Tax Increase is known, the amount of such equal monthly advance payments shall be adjusted as required to provide the funds needed to pay the applicable Tax Increase. If the amount collected by Lessor is insufficient to pay the Tax Increase when due, Lessee shall pay Lessor, upon demand, such additional sums as are necessary to pay such obligations. Advance payments may be intermingled with other moneys of Lessor and shall not bear interest. In the event of a Breach by Lessee in the performance of its obligations under this Lease, then any such advance payments may be treated by Lessor as an additional Security Deposit.

(b) **Additional Improvements.** Notwithstanding anything to the contrary in this Paragraph 10.2, Lessee shall pay to Lessor upon demand thereof the entirety of any increase in Real Property Taxes assessed by reason of Alterations or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.3 **Joint Assessment.** If the Premises are not separately assessed, Lessee's liability shall be an equitable proportion of the Tax Increase for all of the land and improvements included within the tax parcel assessed, such proportion to be conclusively determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available.

10.4 **Personal Property Taxes.** Lessee shall pay, prior to delinquency, all taxes assessed against and levied upon Lessee Owned Alterations, Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. **Utilities and Services.** Lessee shall pay for all ~~water, gas, heat,~~ light, power, telephone, ~~trash disposal~~ janitorial and security systems and other utilities and services supplied to the Premises, together with any taxes thereon. If any such services are not separately metered or billed to Lessee, Lessee shall pay a reasonable proportion, to be determined by Lessor, of all charges jointly metered or billed. There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

12. **Assignment and Subletting.**

12.1 **Lessor's Consent Required.**

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "**assign or assignment**") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "**Net Worth of Lessee**" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting.**

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else

responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 Additional Terms and Conditions Applicable to Subletting. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 Default; Breach. A "**Default**" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "**Breach**" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 42, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 40 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "**debtor**" as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph (e) is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 Remedies. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the

Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 Inducement Recapture. Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 Late Charges. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or \$100, whichever is greater. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 Interest. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 Breach by Lessor.

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the Building, or more than 25% of that portion of the Premises not occupied by any building, is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees.

15.1 Additional Commission. In addition to the payments owed pursuant to Paragraph 1.9 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires any rights to the Premises or other premises owned by Lessor and located within the same Project, if any, within which the Premises is located, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed.

15.2 Assumption of Obligations. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.9, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 Representations and Indemnities of Broker Relationships. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder (other than the Brokers, if any) in connection with this Lease, and that no one other than said named Brokers is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall

be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. **Definition of Lessor.** The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. **Days.** Unless otherwise specifically indicated to the contrary, the word "days" as used in this Lease shall mean and refer to calendar days.

20. **Limitation on Liability.** The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. **Time of Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. **No Prior or Other Agreements; Broker Disclaimer.** This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. **Notices.**

23.1 **Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

24. **Waivers.**

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of moneys or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. **Disclosures Regarding The Nature of a Real Estate Agency Relationship.**

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) **Lessor's Agent.** A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: **To the Lessor:** A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. **To the Lessee and the Lessor:** a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) **Lessee's Agent.** An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. **To the Lessee:** A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. **To the Lessee and the Lessor:** a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) **Agent Representing Both Lessor and Lessee.** A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. b. Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not without the express permission of the respective Party, disclose to the other Party that the Lessor will accept rent in an amount less than that indicated in the listing or that the Lessee is willing to pay a higher rent than that offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. **No Right to Holdover.** Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Holdover Base Rent shall be calculated on monthly basis. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. **Covenants and Conditions; Construction of Agreement.** All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. **Binding Effect; Choice of Law.** This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and

be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

30. **Subordination; Attornment; Non-Disturbance.**

30.1 **Subordination.** This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment.** In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance.** With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing.** The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. **Attorneys' Fees.** If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).

32. **Lessor's Access; Showing Premises; Repairs.** Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect to Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. **Auctions.** Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. **Signs.** Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "for sublease" signs, Lessee shall not place any sign upon the Premises without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. **Termination; Merger.** Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. **Consents.** Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. **Guarantor.**

37.1 **Execution.** The Guarantors, if any, shall each execute a guaranty in the form most recently published by the AIR Commercial Real Estate Association.

37.2 **Default.** It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. **Quiet Possession.** Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. **Options.** If Lessee is granted any Option, as defined below, then the following provisions shall apply:

39.1 **Definition.** "**Option**" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee.** Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options.** In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options.**

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. **Multiple Buildings.** If the Premises are a part of a group of buildings controlled by Lessor, Lessee agrees that it will abide by and conform to all reasonable rules and regulations which Lessor may make from time to time for the management, safety, and care of said properties, including the care and cleanliness of the grounds and including the parking, loading and unloading of vehicles, and to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessee also agrees to pay its fair share of common expenses incurred in connection with such rules and regulations.

41. **Security Measures.** Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

42. **Reservations.** Lessor reserves to itself the right, from time to time, to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, and to cause the recordation of parcel maps and restrictions, so long as such easements, rights, dedications, maps and restrictions do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate any such easement rights, dedication, map or restrictions.

43. **Performance Under Protest.** If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

44. **Authority; Multiple Parties; Execution.**

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

45. **Conflict.** Any conflict between the printed provisions of this Lease and typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

46. **Offer.** Preparation of this Lease by either Party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

47. **Amendments.** This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

48. **Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.**

49. **Arbitration of Disputes.** An Addendum requiring the Arbitration of disputes between the Parties and/or Brokers arising out of this Lease is is not attached to this Lease.

50. **Accessibility; Americans with Disabilities Act.**

(a) The Premises: have not undergone an inspection by a Certified Access Specialist (CASp). have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq.

(b) ~~Since compliance with the Americans with Disabilities Act (ADA) is dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation.~~ In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in ADA compliance, ~~Lessee~~ Lessor agrees to make any such necessary modifications and/or additions at ~~Lessee's~~ Lessor's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR COMMERCIAL REAL ESTATE ASSOCIATION OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES IS LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: _____ Executed at: _____
On: _____ On: _____
By LESSOR: _____ By LESSEE: _____
Affordable Housing Specialists Rancho Santiago Community College District

By: _____ By: _____
Name Printed: Bruce Solari Name Printed: Peter Hardash
Title: _____ Title: Vice Chancellor, Business Operations and Fiscal Services

By: _____ By: _____
Name Printed: _____ Name Printed: _____
Title: _____ Title: _____
Address: 1507 W. Yale Address: 2323 N. Broadway, #404-1
Orange, CA 92867 Santa Ana, CA 92706
Telephone: (714) 282.2520 Telephone: (714)480.7340

Facsimile: (____) _____
Email: _____
Email: _____
Federal ID No. _____

Facsimile: (____) _____
Email: _____
Email: _____
Federal ID No. _____

BROKER:

Lee & Associates Commercial Real Estate
Services, Inc. - Orange

BROKER:

Lee & Associates Commercial Real Estate
Services, Inc. - Orange

Att: Phil Fridd / Jim Hawkins
Title: Principals
Address: 1004 W. Taft Avenue, Suite 150
Orange, CA 92865
Telephone: (714)647.9100
Facsimile: (714)543.5285
Email: pfridd@lee-associates.com
jhawkins@lee-associates.com
Federal ID No. 33-0264675
Broker/Agent BRE License #: 01011260 /
PF: 01000952 / JH: 00833274

Att: Phil Fridd / Jim Hawkins
Title: Principals
Address: 1004 W. Taft Avenue, Suite 150
Orange, CA 92865
Telephone: (714)647.9100
Facsimile: (714)543.5285
Email: pfridd@lee-associates.com
jhawkins@lee-associates.com
Federal ID No. 33-0264675
Broker/Agent BRE License #: 01011260 /
PF: 01000952 / JH: 00833274

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 500 N Brand Blvd, Suite 900, Glendale, CA 91203. Telephone No. (213) 687-8777. Fax No.: (213) 687-8616.

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ADDENDUM

Date: December 3, 2015

By and Between (Lessor) Affordable Housing Specialists Group
(Lessee) Rancho Santiago Community College District

Address of Premises: 1572 N. Main Street
Orange, CA 92867

Paragraph 50 - 53

In the event of any conflict between the provisions of this Addendum and the printed provisions of the Lease, this Addendum shall control.

50. Base Rent Schedule.

<u>Months</u>	<u>Monthly Base Rent</u>
February 1, 2016 through January 31, 2017	\$13,860.00 per month
February 1, 2017 through January 31, 2018	\$14,275.80 per month
February 1, 2018 through January 31, 2019	\$14,704.07 per month

51. **Signage.** Lessee may install its business trade name on the building at Lessee's sole cost and expense. In addition, Lessee shall be responsible for removing its signage at the expiration of the Lease. Lessor shall remove its trade name from the building prior to any sign installation by Lessee.

52. **Parking.** The following parking schedule shall remain in effect throughout the term:
A) Parking at 1572 N. Main, thirty two (32) spaces available at all times for Lessee's exclusive use.
B) Parking at 1507 W. Yale (across the street), limited use during business hours as follows:
i) Twenty (20) spaces marked 1507 available Monday through Friday from 8 a.m. to 5 p.m.
C) Parking at 1507 W. Yale, as follows:
i) Sixty (60) spaces after 5 p.m. and on weekends
All parking is free.

53. **Smoking.** Lessee, and all Lessee's visitors, employees, etc., shall not smoke in the interior and shall use the exterior area as its designated smoking area.



OPTION(S) TO EXTEND
STANDARD LEASE ADDENDUM

Dated December 3, 2015

By and Between (Lessor) Affordable Housing Specialists Group

By and Between (Lessee) Rancho Santiago Community College District

Address of Premises: 1572 N. Main Street
Orange, CA 92867

Paragraph 54

A. OPTION(S) TO EXTEND:

Lessor hereby grants to Lessee the option to extend the term of this Lease for two (2) additional twelve (12) month period(s) commencing when the prior term expires upon each and all of the following terms and conditions:

(i) In order to exercise an option to extend, Lessee must give written notice of such election to Lessor and Lessor must receive the same at least 3 but not more than 6 months prior to the date that the option period would commence, time being of the essence. If proper notification of the exercise of an option is not given and/or received, such option shall automatically expire. Options (if there are more than one) may only be exercised consecutively.

(ii) The provisions of paragraph 39, including those relating to Lessee's Default set forth in paragraph 39.4 of this Lease, are conditions of this Option.

(iii) Except for the provisions of this Lease granting an option or options to extend the term, all of the terms and conditions of this Lease except where specifically modified by this option shall apply.

(iv) This Option is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and without the intention of thereafter assigning or subletting.

(v) The monthly rent for each month of the option period shall be calculated as follows, using the method(s) indicated below: (Check Method(s) to be Used and Fill in Appropriately)

I. Cost of Living Adjustment(s) (COLA)

a. On (Fill in COLA Dates):

the Base Rent shall be adjusted by the change, if any, from the Base Month specified below, in the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for (select one): [] CPI W (Urban Wage Earners and Clerical Workers) or [] CPI U (All Urban Consumers), for (Fill in Urban Area): -

All Items (1982-1984 = 100), herein referred to as "CPI".

b. The monthly Base Rent payable in accordance with paragraph A.I.a. of this Addendum shall be calculated as follows: the Base Rent set forth in paragraph 1.5 of the attached Lease, shall be multiplied by a fraction the numerator of which shall be the CPI of the calendar month 2 months prior to the month(s) specified in paragraph A.I.a. above during which the adjustment is to take effect, and the denominator of which shall be the CPI of the calendar month which is 2 months prior to (select one): [] the first month of the term of this Lease as set forth in paragraph 1.3 ("Base Month") or [] (Fill in Other "Base Month"):-

The sum so calculated shall constitute the new monthly Base Rent hereunder, but in no event, shall any such new monthly Base Rent be less than the Base Rent payable for the month immediately preceding the rent adjustment.

c. In the event the compilation and/or publication of the CPI shall be transferred to any other governmental department or bureau or agency or shall be discontinued, then the index most nearly the same as the CPI shall be used to make such calculation. In the event that the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said Association and the decision of the arbitrators shall be binding upon the parties. The cost of said Arbitration shall be paid equally by the Parties.

II. Market Rental Value Adjustment(s) (MRV)

a. On (Fill in MRV Adjustment Date(s))

the Base Rent shall be adjusted to the "Market Rental Value" of the property as follows:

1) Four months prior to each Market Rental Value Adjustment Date described above, the Parties shall attempt to agree upon what the new MRV will be on the adjustment date. If agreement cannot be reached, within thirty days, then:

(a) Lessor and Lessee shall immediately appoint a mutually acceptable appraiser or broker to establish the new MRV within the next 30 days. Any associated costs will be split equally between the Parties, or

(b) Both Lessor and Lessee shall each immediately make a reasonable determination of the MRV and submit such determination, in

INITIALS

INITIALS



EXHIBIT "A"

STANDARD OFFICE LEASE FLOOR PLAN

Property Address: 1572 N. Main Street, Orange, California 92867

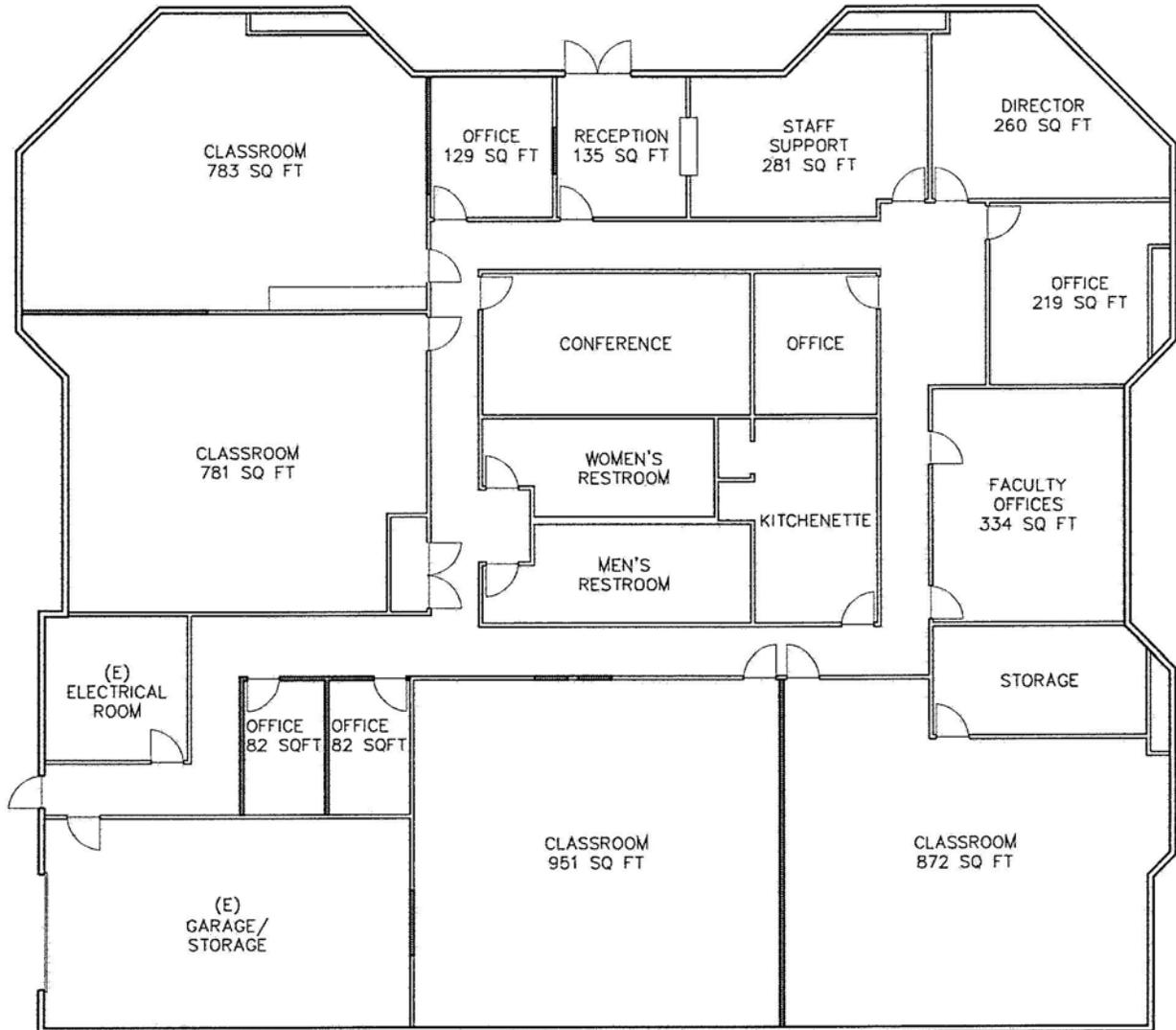




EXHIBIT "B"
RULES AND REGULATIONS FOR
STANDARD OFFICE LEASE

Dated: December 3, 2015

By and Between Affordable Housing Specialists Group ("Lessor") and Rancho Santiago Community College District ("Lessee") for the property located at 1572 N. Main Street, Orange, California 92867 ("Premises")

GENERAL RULES

- 1. Lessee shall not suffer or permit the obstruction of any Common Areas, including driveways, walkways and stairways.
2. Lessor reserves the right to refuse access to any persons Lessor in good faith judges to be a threat to the safety and reputation of the Project and its occupants.
3. Lessee shall not make or permit any noise or odors that annoy or interfere with other lessees or persons having business within the Project.
4. Lessee shall not keep animals or birds within the Project, and shall not bring bicycles, motorcycles or other vehicles into areas not designated as authorized for same.
5. Lessee shall not make, suffer or permit litter except in appropriate receptacles for that purpose.
6. Lessee shall not alter any lock or install new or additional locks or bolts.
7. Lessee shall be responsible for the inappropriate use of any toilet rooms, plumbing or other utilities. No foreign substances of any kind are to be inserted therein.
8. Lessee shall not deface the walls, partitions or other surfaces of the Premises or Project.
9. Lessee shall not suffer or permit anything in or around the Premises or Building that causes excessive vibration or floor loading in any part of the Project.
10. Furniture, significant freight and equipment shall be moved into or out of the building only with the Lessor's knowledge and consent, and subject to such reasonable limitations, techniques and timing, as may be designated by Lessor. Lessee shall be responsible for any damage to the Office Building Project arising from any such activity.
11. Lessee shall not employ any service or contractor for services or work to be performed in the Building, except as approved by Lessor.
12. Lessor reserves the right to close and lock the Building on Saturdays, Sundays and Building Holidays, and on other days between the hours of P.M. and A.M. of the following day. If Lessee uses the Premises during such periods, Lessee shall be responsible for securely locking any doors it may have opened for entry.
13. Lessee shall return all keys at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost.
14. No window coverings, shades or awnings shall be installed or used by Lessee.
15. No Lessee, employee or invitee shall go upon the roof of the Building.
16. Lessee shall not suffer or permit smoking or carrying of lighted cigars or cigarettes in areas reasonably designated by Lessor or by applicable governmental agencies as non-smoking areas.
17. Lessee shall not use any method of heating or air conditioning other than as provided by Lessor.
18. Lessee shall not install, maintain or operate any vending machines upon the Premises without Lessor's written consent.
19. The Premises shall not be used for lodging or manufacturing, cooking or food preparation.
20. Lessee shall comply with all safety, fire protection and evacuation regulations established by Lessor or any applicable governmental agency.
21. Lessor reserves the right to waive any one of these rules or regulations, and/or as to any particular Lessee, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such Lessee.
22. Lessee assumes all risks from theft or vandalism and agrees to keep its Premises locked as may be required.
23. Lessor reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary for the appropriate operation and safety of the Project and its occupants. Lessee agrees to abide by these and such rules and regulations.

PARKING RULES

- 1. Parking areas shall be used only for parking by vehicles no longer than full size, passenger automobiles herein called "Permitted Size Vehicles." Vehicles other than Permitted Size Vehicles are herein referred to as "Oversized Vehicles."
2. Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.
3. Parking stickers or identification devices shall be the property of Lessor and be returned to Lessor by the holder thereof upon termination of the holder's parking privileges. Lessee will pay such replacement charge as is reasonably established by Lessor for the loss of such devices.
4. Lessor reserves the right to refuse the sale of monthly identification devices to any person or entity that willfully refuses to comply with the applicable rules, regulations, laws and/or agreements.
5. Lessor reserves the right to relocate all or a part of parking spaces from floor to floor, within one floor, and/or to reasonably adjacent offsite location(s), and to reasonably allocate them between compact and standard size spaces, as long as the same complies with applicable laws, ordinances and regulations.
6. Users of the parking area will obey all posted signs and park only in the areas designated for vehicle parking.
7. Unless otherwise instructed, every person using the parking area is required to park and lock his own vehicle. Lessor will not be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the parking area.
8. Validation, if established, will be permissible only by such method or methods as Lessor and/or its licensee may establish at rates generally applicable to visitor parking.
9. The maintenance, washing, waxing or cleaning of vehicles in the parking structure or Common Areas is prohibited.
10. Lessee shall be responsible for seeing that all of its employees, agents and invitees comply with the applicable parking rules, regulations, laws and agreements.
11. Lessor reserves the right to modify these rules and/or adopt such other reasonable and non-discriminatory rules and regulations as it may deem necessary for the proper operation of the parking area.
12. Such parking use as is herein provided is intended merely as a license only and no bailment is intended or shall be created hereby.

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 500 N Brand Blvd, Suite 900, Glendale, CA 91203. Telephone No. (213) 687-8777. Fax No.: (213) 687-8616.

INITIALS

INITIALS

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTIAGO CANYON COLLEGE – ORANGE EDUCATION CENTER

To: Board of Trustees	Date: January 11, 2016
Re: Approval of Amendment #2 to Classroom Lease – 2000 Chapman Inc.	
Action: Request for Approval	

BACKGROUND

Since January 1, 2013, the District has been leasing instructional and office space from 2000 Chapman Inc. in a suitable location at 937 W. Chapman Avenue, 2nd floor, in the City of Orange. The lease was amended on October 1, 2013 to include additional office space (Amendment #1).

ANALYSIS

The existing lease, per Amendment #1, includes approximately 12,913 square feet of classroom and office space. There exists a continuing need for the lease to accommodate academic programs and offices. As a result, a three (3) year extension of the lease is recommended.

Pursuant to lease extension language, the following elements have been negotiated as changes to the original lease and/or Amendment #1.

- Lease extended for three (3) additional years from February 1, 2016 through January 31, 2019.
- The lease rate for year one of the extension is \$19,669.50 (\$1.52 per square foot); \$20,980.80 (\$1.62 per square foot) for year two; and \$22,292.10 (\$1.73 per square foot) for year three.
- To facilitate access from the parking lot to the building elevator, Amendment #2 includes additional common space on the first floor, including lobby and counter (Exhibit B).

RECOMMENDATION

It is recommended that the Board of Trustees approve Amendment #2 for the extension of the lease of classroom and office space with 2000 Chapman Inc. for the period of February 1, 2016 to January 31, 2019, as presented.

Fiscal Impact: \$19,669.50 per month base rent	Board Date: January 11, 2016
Prepared by: Jose Vargas, Vice President, Continuing Education, Santiago Canyon College	
Submitted by: John Weispfenning, Ph.D., President	
Recommended by: Raúl Rodriguez, Ph.D., Chancellor	

AMENDMENT 2

DATE: NOVEMBER 24, 2015
LESSOR: 2000 CHAPMAN INC.
LESSEE: RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PREMISES: 1937 W. CHAPMAN AVENUE, ORANGE, CA

Definition:

The purpose of Amendment 2 is to amend certain terms and conditions established in the Lease dated December 18, 2012, and Amended on July 11, 2013, by and between the above-mentioned parties, as it relates to the extension of the Term.

ALL TERMS AND CONDITIONS OF THE ORIGINAL LEASE REMAIN IN FULL FORCE AND EFFECT WITH THE EXCEPTION OF THE FOLLOWING:

1. **First Floor Space.** Lessee agrees to lease an additional portion of the first floor entrance and common area which allows handicap access to the first floor hallway and common areas, shown on Exhibit B attached hereto.
2. **Base Rent 1.7 and Addendum 53.** Effective February 1, 2016, the following rental schedule shall apply:

A. February 1, 2016 through January 31, 2017	\$19,669.50 per month
B. February 1, 2017 through January 31, 2018	\$20,980.80 per month
C. February 1, 2018 through January 31, 2019	\$22,292.10 per month
3. **Custodial Services.** As Lessee shall have access to first floor hallways and restrooms, Lessee will be responsible for custodial services for the hallways and first floor restrooms. In the event Landlord leases other space on the first floor, RSCCD shall receive an offset on the cost of janitorial supplies.
4. **Brokerage Fees.** Lessor shall not be obligated to pay any outside brokers fees (including Lessee's original Broker) on this extension.
5. **Condition of Premises.** Except for minor repairs as previously discussed between the parties, the Lessee accepts the Premises in "As Is" condition.
6. **Gate Opening at Project's Rear Wall.** At such time as mutually agreed, Lessor, at Lessor's sole cost and expense, shall create a gate opening on the rear wall. Lessor shall not be responsible to Lessee, should such gate be objected to by the City and removed.
7. **Path of Travel.** Lessee, at Lessee's sole cost and expense, shall be allowed to reconfigure handicap parking and access to the building lobby.
8. **Parking.** Lessor makes no warranty that any off-site parking is available. Lessor reserves its right to restrict parking for all tenants in the project that do not conform with the parking ratio of four (4) spaces per each 1,000 square feet of leased premises.

All other terms and conditions are in full force and effect.

LESSOR: 2000 CHAPMAN INC.

LESSEE: RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

By: _____

By: _____

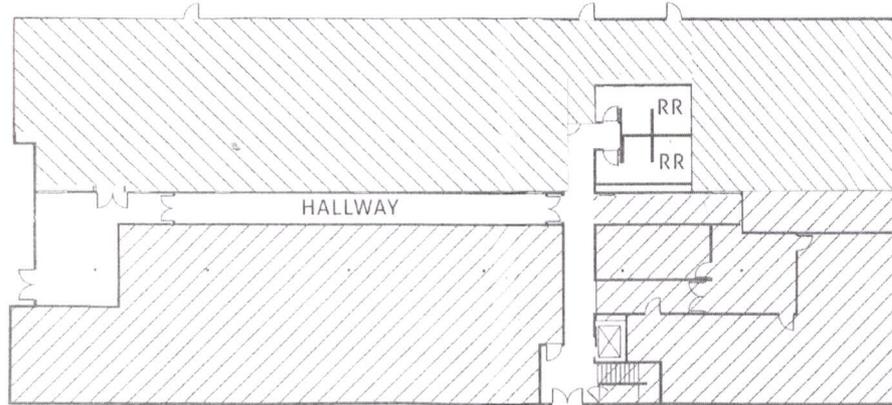
Date: _____

Date: _____

Exhibit B

First Floor Space

**1937 W. Chapman Avenue
Orange, CA**



/// NOT A PART
/// NOT A PART

Initials _____
Initials _____

Initials _____
Initials _____

Rancho Santiago Comm Coll District

Board Meeting of 01/11/16

AP0020

Bank Code: 92 District Funds

Check Registers Submitted for Approval

Page: 1

Checks Written for Period 11/24/15 Thru 12/14/15

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
63109	General Fund Unrestricted	0.00	1,444.00	-1,444.00	92*0448704	92*0448704
63176	General Fund Unrestricted	0.00	1,444.00	-1,444.00	92*0449783	92*0449783
63264	General Fund Unrestricted	0.00	160.00	-160.00	92*0451765	92*0451765
63266	General Fund Unrestricted	0.00	722.00	-722.00	92*0452011	92*0452011
63271	General Fund Unrestricted	0.00	1,083.00	-1,083.00	92*0452484	92*0452484
63278	General Fund Unrestricted	0.00	1,083.00	-1,083.00	92*0453122	92*0453122
63281	General Fund Unrestricted	0.00	286.00	-286.00	92*0453408	92*0453408
63282	General Fund Unrestricted	0.00	1,444.00	-1,444.00	92*0453487	92*0453487
63296	General Fund Unrestricted	0.00	1,444.00	-1,444.00	92*0454846	92*0454846
63298	General Fund Unrestricted	0.00	1,444.00	-1,444.00	92*0455116	92*0455116
63304	General Fund Unrestricted	0.00	154.00	-154.00	92*0455756	92*0455756
63329	General Fund Unrestricted	0.00	2,350.00	-2,350.00	92*0456407	92*0456407
63330	General Fund Unrestricted	0.00	1,113.00	-1,113.00	92*0456478	92*0456478
63370	General Fund Unrestricted	0.00	414.85	-414.85	92*0457025	92*0457063
63382	General Fund Unrestricted	2,888.00	0.00	2,888.00	92*0457173	92*0457174
63383	General Fund Unrestricted	35,675.35	0.00	35,675.35	92*0457175	92*0457197
63384	General Fund Unrestricted	30,151.21	0.00	30,151.21	92*0457198	92*0457206
63390	General Fund Unrestricted	19,866.14	0.00	19,866.14	92*0457240	92*0457254
63391	General Fund Unrestricted	221.98	0.00	221.98	92*0457267	92*0457268
63392	General Fund Unrestricted	5,340.00	0.00	5,340.00	92*0457274	92*0457278
63393	General Fund Unrestricted	5,139.50	0.00	5,139.50	92*0457279	92*0457309
63397	General Fund Unrestricted	32,916.55	0.00	32,916.55	92*0457320	92*0457350
63398	General Fund Unrestricted	118,709.71	0.00	118,709.71	92*0457353	92*0457392
63399	General Fund Unrestricted	130,344.76	1,182.00	129,162.76	92*0457393	92*0457496
63400	General Fund Unrestricted	139,623.79	307.00	139,316.79	92*0457497	92*0457596
63401	General Fund Unrestricted	204,550.50	0.00	204,550.50	92*0457597	92*0457696
63402	General Fund Unrestricted	72,608.00	0.00	72,608.00	92*0457697	92*0457734
63403	General Fund Unrestricted	2,350.00	0.00	2,350.00	92*0457735	92*0457735
63407	General Fund Unrestricted	17,388.50	0.00	17,388.50	92*0457744	92*0457786
63408	General Fund Unrestricted	33,666.16	0.00	33,666.16	92*0457791	92*0457820
63409	General Fund Unrestricted	1,083.00	0.00	1,083.00	92*0457821	92*0457821
63414	General Fund Unrestricted	98,696.88	0.00	98,696.88	92*0457871	92*0457897
63416	General Fund Unrestricted	15,090.25	0.00	15,090.25	92*0457900	92*0457926
63417	General Fund Unrestricted	39,363.00	0.00	39,363.00	92*0457935	92*0457968
63418	General Fund Unrestricted	15,256.60	0.00	15,256.60	92*0457970	92*0457986
63424	General Fund Unrestricted	7,964.90	0.00	7,964.90	92*0458017	92*0458059
63425	General Fund Unrestricted	1,113.00	0.00	1,113.00	92*0458060	92*0458060
63426	General Fund Unrestricted	126,948.15	0.00	126,948.15	92*0458061	92*0458090
63427	General Fund Unrestricted	21,460.14	0.00	21,460.14	92*0458119	92*0458132
63428	General Fund Unrestricted	932.35	0.00	932.35	92*0458139	92*0458152
63439	General Fund Unrestricted	1,868,524.95	0.00	1,868,524.95	92*0458633	92*0458668

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
63440	General Fund Unrestricted	1,795.00	0.00	1,795.00	92*0458669	92*0458671
63441	General Fund Unrestricted	131,005.30	0.00	131,005.30	92*0458672	92*0458799
Total Fund 11 General Fund Unrestricted		<u><u>\$3,180,673.67</u></u>	<u><u>\$16,074.85</u></u>	<u><u>\$3,164,598.82</u></u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
63381	General Fund Restricted	18,828.85	0.00	18,828.85	92*0457150	92*0457172
63384	General Fund Restricted	11,640.02	0.00	11,640.02	92*0457202	92*0457210
63390	General Fund Unrestricted	68,782.36	0.00	68,782.36	92*0457238	92*0457253
63391	General Fund Restricted	25,475.65	0.00	25,475.65	92*0457255	92*0457273
63397	General Fund Restricted	24,235.70	0.00	24,235.70	92*0457321	92*0457352
63398	General Fund Restricted	5,038.15	0.00	5,038.15	92*0457356	92*0457391
63407	General Fund Restricted	55,501.12	0.00	55,501.12	92*0457743	92*0457780
63408	General Fund Restricted	13,582.74	0.00	13,582.74	92*0457787	92*0457813
63413	General Fund Restricted	29,278.35	6,000.00	23,278.35	92*0457835	92*0457870
63416	General Fund Restricted	1,843.36	0.00	1,843.36	92*0457909	92*0457934
63417	General Fund Unrestricted	335.15	0.00	335.15	92*0457965	92*0457965
63418	General Fund Unrestricted	14,065.93	0.00	14,065.93	92*0457969	92*0457987
63427	General Fund Restricted	56,136.14	0.00	56,136.14	92*0458092	92*0458133
63428	General Fund Restricted	7,843.66	0.00	7,843.66	92*0458134	92*0458157
63438	General Fund Restricted	71,749.62	0.00	71,749.62	92*0458601	92*0458632
Total Fund 12 General Fund Restricted		\$404,336.80	\$6,000.00	\$398,336.80		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
63398	GF Unrestricted One-Time Func	263.02	0.00	263.02	92*0457355	92*0457355
63416	General Fund Unrestricted	593.15	0.00	593.15	92*0457927	92*0457927
63417	General Fund Unrestricted	4,084.65	0.00	4,084.65	92*0457966	92*0457967
63426	General Fund Unrestricted	643.06	0.00	643.06	92*0458091	92*0458091
63438	GF Unrestricted One-Time Func	269.50	0.00	269.50	92*0458612	92*0458612
Total Fund 13 GF Unrestricted One-Time		\$5,853.38	\$0.00	\$5,853.38		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
63345	Child Development Fund	0.00	150.40	-150.40	92*0456786	92*0456786
63380	Child Development Fund	8,034.12	0.00	8,034.12	92*0457147	92*0457149
63389	Child Development Fund	7,125.69	0.00	7,125.69	92*0457223	92*0457237
63396	Child Development Fund	9,136.01	0.00	9,136.01	92*0457312	92*0457319
63406	Child Development Fund	2,541.98	0.00	2,541.98	92*0457738	92*0457742
63412	Child Development Fund	10,167.58	0.00	10,167.58	92*0457826	92*0457834
63415	Child Development Fund	6,888.70	0.00	6,888.70	92*0457898	92*0457899
63423	Child Development Fund	9,260.62	0.00	9,260.62	92*0458002	92*0458016
63437	Child Development Fund	1,130.10	0.00	1,130.10	92*0458596	92*0458600
Total Fund 33 Child Development Fund		\$54,284.80	\$150.40	\$54,134.40		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
63379	Capital Outlay Projects Fund	3,383.00	0.00	3,383.00	92*0457146	92*0457146
63388	Capital Outlay Projects Fund	99,797.32	0.00	99,797.32	92*0457216	92*0457222
63395	Capital Outlay Projects Fund	11,790.00	0.00	11,790.00	92*0457311	92*0457311
63405	Capital Outlay Projects Fund	4,200.26	0.00	4,200.26	92*0457737	92*0457737
63411	Capital Outlay Projects Fund	11,220.26	0.00	11,220.26	92*0457823	92*0457825
63422	Capital Outlay Projects Fund	123,842.28	0.00	123,842.28	92*0457997	92*0458001
63436	Capital Outlay Projects Fund	1,922.00	0.00	1,922.00	92*0458594	92*0458595
Total Fund 41 Capital Outlay Projects Fun		\$256,155.12	\$0.00	\$256,155.12		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
63410	Bond Fund, Measure E	3,516.00	0.00	3,516.00	92*0457822	92*0457822
63421	Bond Fund, Measure E	10,084.00	0.00	10,084.00	92*0457993	92*0457996
Total Fund 42 Bond Fund, Measure E		\$13,600.00	\$0.00	\$13,600.00		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
63387	Bond Fund, Measure Q	31,447.50	0.00	31,447.50	92*0457213	92*0457215
63420	Bond Fund, Measure Q	160,242.13	0.00	160,242.13	92*0457989	92*0457992
Total Fund 43 Bond Fund, Measure Q		<u>\$191,689.63</u>	<u>\$0.00</u>	<u>\$191,689.63</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
63378	Property and Liability Fund	4,520.96	0.00	4,520.96	92*0457145	92*0457145
63386	Property and Liability Fund	525.00	0.00	525.00	92*0457212	92*0457212
63419	Property and Liability Fund	347.33	0.00	347.33	92*0457988	92*0457988
63435	Property and Liability Fund	615.25	0.00	615.25	92*0458593	92*0458593
Total Fund 61 Property and Liability Fund		<u>\$6,008.54</u>	<u>\$0.00</u>	<u>\$6,008.54</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
63255	Workers' Compensation Fund	0.00	3,251.91	-3,251.91	92*0451322	92*0451322
63385	Workers' Compensation Fund	3,415.23	0.00	3,415.23	92*0457211	92*0457211
63394	Workers' Compensation Fund	543,668.00	0.00	543,668.00	92*0457310	92*0457310
63404	Workers' Compensation Fund	3,251.91	0.00	3,251.91	92*0457736	92*0457736
Total Fund 62 Workers' Compensation Fu		<u><u>\$550,335.14</u></u>	<u><u>\$3,251.91</u></u>	<u><u>\$547,083.23</u></u>		

SUMMARY

Total Fund 11 General Fund Unrestricted	3,164,598.82
Total Fund 12 General Fund Restricted	398,336.80
Total Fund 13 GF Unrestricted One-Time Fund	5,853.38
Total Fund 33 Child Development Fund	54,134.40
Total Fund 41 Capital Outlay Projects Fund	256,155.12
Total Fund 42 Bond Fund, Measure E	13,600.00
Total Fund 43 Bond Fund, Measure Q	191,689.63
Total Fund 61 Property and Liability Fund	6,008.54
Total Fund 62 Workers' Compensation Fund	547,083.23
Grand Total:	<u><u>\$4,637,459.92</u></u>

Checks Written for Period 11/14/15 Thru 12/11/15

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
311511321	Bookstore Fund	24,173.09	0.00	24,173.09	31*0106420	31*0106428
311512105	Bookstore Fund	4,026.96	315.50	3,711.46	31*0106429	31*0106434
311512211	Bookstore Fund	532,245.12	0.00	532,245.12	31*0106435	31*0106470
Total Fund 31 Bookstore Fund		<u><u>\$560,445.17</u></u>	<u><u>\$315.50</u></u>	<u><u>\$560,129.67</u></u>		

Checks Written for Period 11/14/15 Thru 12/11/15

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
711511321	Associated Students Fund	3,418.68	0.00	3,418.68	71*0007567	71*0007574
711512105	Associated Students Fund	4,014.41	0.00	4,014.41	71*0007575	71*0007583
711512211	Associated Students Fund	307.80	0.00	307.80	71*0007584	71*0007585
Total Fund 71 Associated Students Fund		<u>\$7,740.89</u>	<u>\$0.00</u>	<u>\$7,740.89</u>		

Checks Written for Period 11/14/15 Thru 12/11/15

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
761511321	Community Education Fund	18,468.20	0.00	18,468.20	76*0006859	76*0006866
761512211	Community Education Fund	1,909.50	0.00	1,909.50	76*0006867	76*0006869
Total Fund 76 Community Education Fund		<u><u>\$20,377.70</u></u>	<u><u>\$0.00</u></u>	<u><u>\$20,377.70</u></u>		

Checks Written for Period 11/14/15 Thru 12/11/15

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
791511321	Diversified Trust Fund	25,671.41	0.00	25,671.41	79*0019717	79*0019745
791511428	Diversified Trust Fund	6,245.00	0.00	6,245.00	79*0019746	79*0019749
791512105	Diversified Trust Fund	4,622.05	0.00	4,622.05	79*0019750	79*0019755
791512211	Diversified Trust Fund	7,663.04	0.00	7,663.04	79*0019756	79*0019765
Total Fund 79 Diversified Trust Fund		<u>\$44,201.50</u>	<u>\$0.00</u>	<u>\$44,201.50</u>		

Checks Written for Period 11/14/15 Thru 12/11/15

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
811511321	Diversified Agency Fund	39,838.52	500.00	39,338.52	81*0046109	81*0046184
811511428	Diversified Agency Fund	2,477.27	0.00	2,477.27	81*0046185	81*0046193
811512105	Diversified Agency Fund	8,828.96	0.00	8,828.96	81*0046194	81*0046231
811512211	Diversified Agency Fund	25,760.30	0.00	25,760.30	81*0046232	81*0046287
Total Fund 81 Diversified Agency Fund		<u>\$76,905.05</u>	<u>\$500.00</u>	<u>\$76,405.05</u>		

SUMMARY

Total Fund 31 Bookstore Fund	560,129.67
Total Fund 71 Associated Students Fund	7,740.89
Total Fund 76 Community Education Fund	20,377.70
Total Fund 79 Diversified Trust Fund	44,201.50
Total Fund 81 Diversified Agency Fund	76,405.05
Grand Total:	<u><u>\$708,854.81</u></u>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 11/19/2015 To 12/11/2015
Board Meeting on 01/11/2016**

BACKGROUND

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

ANALYSIS

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

BUDGET TRANSFERS		From	To
<u>Fund 11: General Fund Unrestricted</u>			
1000	ACADEMIC SALARIES	15,845	
2000	CLASSIFIED SALARIES	36,210	
3000	EMPLOYEE BENEFITS		13,730
4000	SUPPLIES & MATERIALS	30,900	
5000	OTHER OPERATING EXP & SERVICES		43,044
6000	CAPITAL OUTLAY		26,181
Total Transfer Fund 11		\$82,955	\$82,955
<u>Fund 12: General Fund Restricted</u>			
1000	ACADEMIC SALARIES		7,022
2000	CLASSIFIED SALARIES	20,665	
3000	EMPLOYEE BENEFITS		6,622
4000	SUPPLIES & MATERIALS		27,294
5000	OTHER OPERATING EXP & SERVICES	190,695	
6000	CAPITAL OUTLAY		172,949
7000	OTHER OUTGO	2,527	
Total Transfer Fund 12		\$213,887	\$213,887
<u>Fund 13: GF Unrestricted One-Time Funds</u>			
2000	CLASSIFIED SALARIES		2,042
3000	EMPLOYEE BENEFITS		469
5000	OTHER OPERATING EXP & SERVICES		79,263
7900	RESERVE FOR CONTINGENCIES	81,774	
Total Transfer Fund 13		\$81,774	\$81,774
<u>Fund 33: Child Development Fund</u>			
1000	ACADEMIC SALARIES	4,300	
2000	CLASSIFIED SALARIES		93,921
3000	EMPLOYEE BENEFITS		61,541
5000	OTHER OPERATING EXP & SERVICES	158,162	
6000	CAPITAL OUTLAY		7,000
Total Transfer Fund 33		\$162,462	\$162,462
<u>Fund 41: Capital Outlay Projects Fund</u>			
6000	CAPITAL OUTLAY		462,470
7900	RESERVE FOR CONTINGENCIES	462,470	
Total Transfer Fund 41		\$462,470	\$462,470

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
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BUDGET TRANSFERS	From	To
<u>Fund 79: Diversified Trust Fund</u>		
4000 SUPPLIES & MATERIALS		25,220
7900 RESERVE FOR CONTINGENCIES	25,220	
	\$25,220	\$25,220

BUDGET INCREASES AND DECREASES	Revenue	Appropriation
<u>Fund 12: General Fund Restricted</u>		
8100 FEDERAL REVENUES	612,000	
8600 STATE REVENUES	16,270	
1000 ACADEMIC SALARIES		(7,956)
2000 CLASSIFIED SALARIES		388,025
3000 EMPLOYEE BENEFITS		152,636
4000 SUPPLIES & MATERIALS		5,865
5000 OTHER OPERATING EXP & SERVICES		(41,168)
6000 CAPITAL OUTLAY		130,868
	\$628,270	\$628,270

<u>Fund 33: Child Development Fund</u>		
8100 FEDERAL REVENUES	1,807,624	
8600 STATE REVENUES	315,333	
1000 ACADEMIC SALARIES		731,803
2000 CLASSIFIED SALARIES		309,914
3000 EMPLOYEE BENEFITS		481,486
4000 SUPPLIES & MATERIALS		80,281
5000 OTHER OPERATING EXP & SERVICES		521,682
6000 CAPITAL OUTLAY		(2,209)
	\$2,122,957	\$2,122,957

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

RECOMMENDATION

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 11/19/2015 To 12/11/2015
Board Meeting on 01/11/2016**

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

BUDGET TRANSFERS	From	To
<u>Fund 11: General Fund Unrestricted</u>		
B017418 12/03/15		
4000 SUPPLIES & MATERIALS	27,000	
5000 OTHER OPERATING EXP & SERVICES		26,850
6000 CAPITAL OUTLAY		150
	\$27,000	\$27,000
Total Reference B017418		
Reason: Adjustment		
Description: Fund printer, annual fields, maintenance and grounds repairs		
B017440 12/08/15		
2000 CLASSIFIED SALARIES	40,000	
5000 OTHER OPERATING EXP & SERVICES		12,500
6000 CAPITAL OUTLAY		27,500
	\$40,000	\$40,000
Total Reference B017440		
Reason: Adjustment		
Description: Cover software/licensing & equipment overages		
<u>Fund 12: General Fund Restricted</u>		
B017364 11/24/15		
1000 ACADEMIC SALARIES	4,773	
2000 CLASSIFIED SALARIES	23,072	
3000 EMPLOYEE BENEFITS	1,520	
4000 SUPPLIES & MATERIALS		16,104
5000 OTHER OPERATING EXP & SERVICES	30,017	
6000 CAPITAL OUTLAY		44,975
7000 OTHER OUTGO	1,697	
	\$61,079	\$61,079
Total Reference B017364		
Reason: Carry Over Budget		
Description: Bridge to Engineering revised budget (SAC) SP#1030		
B017408 12/03/15		
1000 ACADEMIC SALARIES		51,890
3000 EMPLOYEE BENEFITS		8,110
5000 OTHER OPERATING EXP & SERVICES	60,000	
	\$60,000	\$60,000
Total Reference B017408		
Reason: Special Project Adjustment		
Description: To pay part-time Instructor		
B017442 12/08/15		
5000 OTHER OPERATING EXP & SERVICES	126,420	
6000 CAPITAL OUTLAY		126,420
	\$126,420	\$126,420
Total Reference B017442		
Reason: Special Project Adjustment		
Description: Move funds to cover future instructional expenses		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
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BUDGET TRANSFERS	From	To
<u>Fund 13: GF Unrestricted One-Time Funds</u>		
B017416 12/03/15		
5000 OTHER OPERATING EXP & SERVICES		2,000
7900 RESERVE FOR CONTINGENCIES	2,000	
	\$2,000	\$2,000
Total Reference B017416		
Reason: Adjustment		
Description: Funds needed for legal expenses		
B017430 12/07/15		
5000 OTHER OPERATING EXP & SERVICES		79,774
7900 RESERVE FOR CONTINGENCIES	79,774	
	\$79,774	\$79,774
Total Reference B017430		
Reason: Adjustment		
Description: To cover legal services invoices		
<u>Fund 33: Child Development Fund</u>		
B017375 11/30/15		
2000 CLASSIFIED SALARIES		93,921
3000 EMPLOYEE BENEFITS		61,541
5000 OTHER OPERATING EXP & SERVICES	155,462	
	\$155,462	\$155,462
Total Reference B017375		
Reason: Special Project Adjustment		
Description: To fund two Admin clerks, reorg #933		
<u>Fund 41: Capital Outlay Projects Fund</u>		
B017330 11/19/15		
6000 CAPITAL OUTLAY		163,820
7900 RESERVE FOR CONTINGENCIES	163,820	
	\$163,820	\$163,820
Total Reference B017330		
Reason: Special Project Adjustment		
Description: Allocate funds to modular, lease purchase		
B017356 11/24/15		
6000 CAPITAL OUTLAY		50,000
7900 RESERVE FOR CONTINGENCIES	50,000	
	\$50,000	\$50,000
Total Reference B017356		
Reason: New Budget		
Description: DO- Geotechnical & Geohazard		
B017357 11/24/15		
6000 CAPITAL OUTLAY		50,000
7900 RESERVE FOR CONTINGENCIES	50,000	
	\$50,000	\$50,000
Total Reference B017357		
Reason: New Budget		
Description: DO Special Inspection & Material Testing		

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BUDGET TRANSFERS	From	To
B017425 12/04/15		
6000 CAPITAL OUTLAY		1,621
7900 RESERVE FOR CONTINGENCIES	1,621	
	<hr/>	<hr/>
Total Reference B017425	\$1,621	\$1,621
Reason: Special Project Adjustment		
Description: To fund replacement of boiler for B building		
B017428 12/07/15		
6000 CAPITAL OUTLAY		196,323
7900 RESERVE FOR CONTINGENCIES	196,323	
	<hr/>	<hr/>
Total Reference B017428	\$196,323	\$196,323
Reason: Special Project Adjustment		
Description: Allocate funds to Engineering and AE fees		
B017432 12/07/15		
6000 CAPITAL OUTLAY		706
7900 RESERVE FOR CONTINGENCIES	706	
	<hr/>	<hr/>
Total Reference B017432	\$706	\$706
Reason: Special Project Adjustment		
Description: Allocate funds to contractor services		
 <u>Fund 79: Diversified Trust Fund</u>		
B017382 12/01/15		
4000 SUPPLIES & MATERIALS		25,220
7900 RESERVE FOR CONTINGENCIES	25,220	
	<hr/>	<hr/>
Total Reference B017382	\$25,220	\$25,220
Reason: Special Project Adjustment		
Description: Adjust budget to cover increase in expenses 15/16		
 BUDGET INCREASES AND DECREASES		
	Revenue	Appropriation
<u>Fund 12: General Fund Restricted</u>		
B017336 11/19/15		
8600 STATE REVENUES	(101,109)	
5000 OTHER OPERATING EXP & SERVICES		(101,109)
	<hr/>	<hr/>
Total Reference B017336	\$(101,109)	\$(101,109)
Reason: Special Project Adjustment		
Description: Additional funds needed in SP#2431 for IQ bar & 100 iPads		
B017338 11/19/15		
8600 STATE REVENUES	130,000	
6000 CAPITAL OUTLAY		130,000
	<hr/>	<hr/>
Total Reference B017338	\$130,000	\$130,000
Reason: Special Project Adjustment		
Description: Additional funds needed in SP#2431 for IQ bar & iPads		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 11/19/2015 To 12/11/2015
Board Meeting on 01/11/2016**

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
B017450	12/09/15		
8100	FEDERAL REVENUES	612,000	
2000	CLASSIFIED SALARIES		412,444
3000	EMPLOYEE BENEFITS		153,702
4000	SUPPLIES & MATERIALS		4,770
5000	OTHER OPERATING EXP & SERVICES		41,084
Total Reference B017450		\$612,000	\$612,000
Reason:	New Budget		
Description:	SBDC CY 2016 new budget (funded)		
B017470	12/11/15		
8600	STATE REVENUES	49,960	
6000	CAPITAL OUTLAY		49,960
Total Reference B017470		\$49,960	\$49,960
Reason:	Special Project Adjustment		
Description:	To complete equipment PRs using SSSP funds		
B017471	12/11/15		
8600	STATE REVENUES	(44,663)	
4000	SUPPLIES & MATERIALS		2,595
6000	CAPITAL OUTLAY		(47,258)
Total Reference B017471		\$(44,663)	\$(44,663)
Reason:	Special Project Adjustment		
Description:	To complete equipment PRs using SSSP funds		
Fund 33: Child Development Fund			
B017405	12/02/15		
8600	STATE REVENUES	177,729	
5000	OTHER OPERATING EXP & SERVICES		177,729
Total Reference B017405		\$177,729	\$177,729
Reason:	Special Project Adjustment		
Description:	Prior year unrestricted revenue due to over earned contract		
B017446	12/09/15		
8600	STATE REVENUES	37,604	
1000	ACADEMIC SALARIES		6,290
2000	CLASSIFIED SALARIES		29,679
3000	EMPLOYEE BENEFITS		3,844
6000	CAPITAL OUTLAY		(2,209)
Total Reference B017446		\$37,604	\$37,604
Reason:	Special Project Adjustment		
Description:	CSPP QRIS revised budget-augmentation (DO-CDS)		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 11/19/2015 To 12/11/2015
Board Meeting on 01/11/2016**

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
B017447	12/09/15		
8100	FEDERAL REVENUES	43,536	
4000	SUPPLIES & MATERIALS		1,000
5000	OTHER OPERATING EXP & SERVICES		42,536
Total Reference B017447		\$43,536	\$43,536
Reason:	New Budget		
Description:	SP#1288 EHS T&TA CY 2016 new budget yr. 2		
B017448	12/09/15		
8100	FEDERAL REVENUES	1,764,088	
1000	ACADEMIC SALARIES		706,321
2000	CLASSIFIED SALARIES		251,735
3000	EMPLOYEE BENEFITS		465,982
4000	SUPPLIES & MATERIALS		43,395
5000	OTHER OPERATING EXP & SERVICES		296,655
Total Reference B017448		\$1,764,088	\$1,764,088
Reason:	New Budget		
Description:	SP#1287 EHS Operating CY 2016 new budget yr. 2		
B017449	12/09/15		
8600	STATE REVENUES	100,000	
1000	ACADEMIC SALARIES		19,192
2000	CLASSIFIED SALARIES		28,500
3000	EMPLOYEE BENEFITS		11,660
4000	SUPPLIES & MATERIALS		35,886
5000	OTHER OPERATING EXP & SERVICES		4,762
Total Reference B017449		\$100,000	\$100,000
Reason:	New Budget		
Description:	Adult Education Block Grant-new budget (DO-CDS)		

RECOMMENDATION

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

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

To:	Board of Trustees	Date: January 11, 2016
Re:	Adoption of Resolution No. 16-01 – Separate Bank and Investment Accounts	
Action:	Request for Adoption	

BACKGROUND

Pursuant to Education Code §84030 and §84040 and in accordance with §58311 of Title 5 of the California Code of Regulations, it is the intent of the Legislature, Board of Governors, and the State Chancellor's Office to encourage sound fiscal management practices among community college districts to facilitate the most efficient and effective use of monies under district control. To that end, the Board of Governors has recognized districts need to maintain authorized bank accounts for certain types of district/college functions and activities. Accordingly, the governing board of any community college district may, for the purpose of expediting business service transactions and in accordance with sound business practices, establish separate bank accounts.

In addition, the governing board of any community college district may establish clearing accounts for the deposit and subsequent withdrawal of any miscellaneous receipts. All monies in any such account shall be paid into the appropriate county treasury within a reasonable time period. Also, pursuant to Education Code §42800, the governing board of a community college district may establish a revolving cash fund account for the payment of services, material purchases, and supplemental salary payments when it has been determined that an error has been made in calculating or reporting employee payrolls.

ANALYSIS

In order to adequately safeguard and manage District assets, the District has verified and updated all bank and investment accounts and prepared the attached resolution to establish and maintain these accounts with the most current information as required. The accounts within the attached resolution are the only recognized and authorized District and Foundation accounts. This resolution will be kept on file with the Orange County Auditor-Controller and will be brought to the Board for any updates on a regular basis.

RECOMMENDATION

It is recommended that the Board of Trustees adopt Resolution No. 16-01, Separate Bank and Investment Accounts as presented.

Fiscal Impact:	Not applicable	Board Date: January 11, 2016
Prepared by:	Adam M. O'Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

Resolution Regarding Separate Bank and Investment Accounts

Resolution No. 16-01

WHEREAS, the Board of Trustees finds there is a need to establish and maintain separate bank, investment, clearing and revolving accounts; and,

WHEREAS, pursuant to the California Community College Budget and Accounting Manual as authorized by Education Code §84030 and §84040 and in accordance with §58311 of Title 5 of the California Code of Regulations, the Board of Trustees is authorized to establish such accounts; and,

WHEREAS, Education Code §42800 requires the governing board to adopt a resolution setting forth the need for a revolving fund and the officers authorized to sign checks from the revolving fund; and

WHEREAS, the Board of Trustees hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of §16429.1 of the Government Code for the purpose of investment as stated therein is in the best interest of the district.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees authorizes a general revolving cash fund in the amount of \$100,000; and

BE IT FURTHER RESOLVED that the Board of Trustees authorizes the deposit and withdrawal of monies in the Local Agency Investment Fund in the State Treasury in accordance with provisions of §16429.1 of the Government Code for the purpose of investment as stated therein; and

BE IT FURTHER RESOLVED that the accounts and custodians/account signers listed are duly authorized and approved.

Rancho Santiago Community College District

Bank Name:	Wells Fargo Bank
Account #:	9600058619
Account Name:	County of Orange – Department of Education_Accounts Payable
Purpose of Account:	This is the OCDE commercial checking account used to issue our Accounts Payable checks under Fiscal Accountability

Authorized Signatures: Peter J. Hardash - Vice Chancellor
Adam M. O'Connor - Asst Vice Chancellor Fiscal
(Disbursing Officer)

1. Bank Name/Address: **City National Bank**
Torrance Office
3424 Carson St.
Torrance, CA 90503
(213) 427-5050

Account #: 0014225544

Account Name: Rancho Santiago Community College District – Federal Funds

Type: Checking Account

Purpose of Account: Serves as depository for all Perkins loan collections. It is the lock box used by Xerox Educational Services, our loan servicer.

Authorized Signatures R. Raul Rodriguez - Chancellor
John M. Didion - Executive Vice Chancellor
Peter J. Hardash - Vice Chancellor
Adam M. O'Connor - Asst Vice Chancellor Fiscal

Signatures Required: 2 live signatures

2. Bank Name/Address: **Bank of the West**
103 E Memory Lane
Santa Ana, CA 92705
(714) 285-4500

Account #: 748-009156

Account Name: Rancho Santiago Community College District

Type: Business Interest Checking Account Depository Account

Purpose of Account: Serves as depository clearing account for all cash received for the general, capital outlay projects, child development, student financial, self-insurance and retiree benefit fund. A check is written to the OC Treasurer to transfer funds to the commingle investment fund.

Authorized Signatures R. Raul Rodriguez - Chancellor
John M. Didion - Executive Vice Chancellor

Peter J. Hardash - Vice Chancellor
Adam M. O'Connor - Asst Vice Chancellor Fiscal

Signatures Required: 2 live signatures

3. Bank Name/Address: **Bank of the West**
103 E Memory Lane
Santa Ana, CA 92705
(714) 285-4500

Account #: 030-791640

Account Name: Rancho Santiago Community College District - Santiago Canyon College Veterans Payment

Type: Business Checking Account

Purpose of Account: This account was set up for the Department of Veteran Affairs (VA) to deposit payments to our school for the Post 9/11 GI Bill Program for our VA students. Title 31 section 3332 of the United States Code requires all federal payments be made by electronic funds transfer (EFT) and there are no exceptions at this point. An individual checking account was set up for each of the colleges and this account will be reconciled by the Accounting department as well as Cashiering.

Authorized Signatures: R. Raul Rodriguez - Chancellor
John M. Didion - Executive Vice Chancellor
Peter J. Hardash - Vice Chancellor
Adam M. O'Connor - Asst Vice Chancellor Fiscal

Signatures Required: 1 live signature

4. Bank Name/Address: **Bank of the West**
103 E Memory Lane
Santa Ana, CA 92705
(714) 285-4500

Account #: 030-791624

Account Name: Rancho Santiago Community College District - Santa Ana College Veterans Payment

Type: Business Checking Account

Purpose of Account: This account was set up for the Department of Veteran Affairs (VA) to deposit payments to our school for the Post

9/11 GI Bill Program for our VA students. Title 31 section 3332 of the United States Code requires all federal payments be made by electronic funds transfer (EFT) and there are no exceptions at this point. An individual checking account was set up for each of the colleges and this account will be reconciled by the Accounting department as well as Cashiering.

Authorized Signatures: R. Raul Rodriguez - Chancellor
John M. Didion - Executive Vice Chancellor
Peter J. Hardash - Vice Chancellor
Adam M. O'Connor - Asst Vice Chancellor Fiscal

Signatures Required: 1 live signature

5. Bank Name/Address: **Bank of the West**
103 E Memory Lane
Santa Ana, CA 92705
(714) 285-4500

Account #: 748-009149

Account Name: Rancho Santiago Community College District – Don Bookstore

Type: Business Interest Checking Account

Purpose of Account: Bookstore Fund Income/Expenses.

Authorized Signatures: R. Raul Rodriguez - Chancellor
John M. Didion - Executive Vice Chancellor
Peter J. Hardash - Vice Chancellor
Adam M. O'Connor - Asst Vice Chancellor Fiscal
Rhonda Langston - Director of Auxiliary Svcs

Signatures Required: 1 Facsimile and 1 live signature

6. Bank Name/Address: **Bank of the West**
103 E Memory Lane
Santa Ana, CA 92705
(714) 285-4500

Account #: 748-003738

Account Name: Rancho Santiago Community College District - Emergency Loan Fund

Type: Business Interest Checking Account

Purpose of Account: Serves as a depository for temporary loans to students for books. The account was funded by donations to assist students in purchasing textbooks at the beginning of the semester. The students must qualify for financial aid, and loans are repaid as the financial aid checks are processed.

Authorized Signatures: R. Raul Rodriguez - Chancellor
John M. Didion - Executive Vice Chancellor
Peter J. Hardash - Vice Chancellor
Adam M. O'Connor - Asst Vice Chancellor Fiscal
Rhonda Langston - Director of Auxiliary Svcs

Signatures Required: 1 live signature

7. Bank Name/Address: **Bank of the West**
103 E Memory Lane
Santa Ana, CA 92705
(714) 285-4500

Account #: 030-928010

Account Name: Rancho Santiago Community College District - Student Representation Fee Fund

Type: Business Checking Account

Purpose of Account: The \$1 mandatory Student Representation Fee is used by the Associated Student Government (ASG) to represent the view of students with governmental agencies.

Authorized Signatures: R. Raul Rodriguez - Chancellor
John M. Didion - Executive Vice Chancellor
Peter J. Hardash - Vice Chancellor
Adam M. O'Connor - Asst Vice Chancellor Fiscal
Rhonda Langston - Director of Auxiliary Svcs

Signatures Required: 1 live signature

8. Bank Name/Address: **Bank of the West**
103 E Memory Lane
Santa Ana, CA 92705
(714) 285-4500

Account #: 748-009222

Account Name: Rancho Santiago Community College District - Associated Students Fund

Type: Business Interest Checking Account
Purpose of Account: Associated Student Government Fund Income/Expenses.
Authorized Signatures: R. Raul Rodriguez - Chancellor
John M. Didion - Executive Vice Chancellor
Peter J. Hardash - Vice Chancellor
Adam M. O'Connor - Asst Vice Chancellor Fiscal
Rhonda Langston - Director of Auxiliary Svcs

Signatures Required: 1 Facsimile and 1 live signature

9. Bank Name/Address: **Bank of the West**
103 E Memory Lane
Santa Ana, CA 92705
(714) 285-4500

Account #: 748-009255

Account Name: Rancho Santiago Community College District -
Community Education Fund

Type: Business Interest Checking Account

Purpose of Account: Community Education Fund Income/Expenses.

Authorized Signatures: R. Raul Rodriguez - Chancellor
John M. Didion - Executive Vice Chancellor
Peter J. Hardash - Vice Chancellor
Adam M. O'Connor - Asst Vice Chancellor Fiscal
Rhonda Langston - Director of Auxiliary Svcs

Signatures Required: 1 Facsimile and 1 live signature

10. Bank Name/Address: **Bank of the West**
103 E Memory Lane
Santa Ana, CA 92705
(714) 285-4500

Account #: 748-004009

Account Name: Rancho Santiago Community College District - Diversified
Agency Fund

Type: Business Interest Checking Account

Purpose of Account: Serves as a depository for clubs, organizations, and

affiliates where the district acts as the fiscal agent for the organizations. The fund includes pass-through activities in which the district collects fees and makes payments on behalf of the students and the organizations.

- Authorized Signatures: R. Raul Rodriguez - Chancellor
John M. Didion - Executive Vice Chancellor
Peter J. Hardash - Vice Chancellor
Adam M. O'Connor - Asst Vice Chancellor Fiscal
Rhonda Langston - Director of Auxiliary Svcs
- Signatures Required: 1 Facsimile and 1 live signature
11. Bank Name/Address: **Bank of the West**
103 E Memory Lane
Santa Ana, CA 92705
(714) 285-4500
- Account #: 748-009180
- Account Name: Rancho Santiago Community College District - Diversified Trust Fund
- Type: Business Interest Checking Account
- Purpose of Account: Serves as a depository for Auxiliary sales and commission revenues; entertainment ticket sales, bus pass sales and funding for athletic teams, college and district programs.
- Authorized Signatures: R. Raul Rodriguez - Chancellor
John M. Didion - Executive Vice Chancellor
Peter J. Hardash - Vice Chancellor
Adam M. O'Connor - Asst Vice Chancellor Fiscal
Rhonda Langston - Director of Auxiliary Svcs
- Signatures Required: 1 Facsimile and 1 live signature
12. Bank Name/Address: **Wells Fargo Bank**
2700 N Main St
Santa Ana, CA 92705
(714) 973-3636
- Account #: 034-4063961
- Account Name: Rancho Santiago Community College District Federal Programs
- Type: Basic Business Checking Public Funds

Purpose of Account: Serves as depository for all electronic fund transfers for all federal programs.

Authorized Signatures: R. Raul Rodriguez - Chancellor
 John M. Didion - Executive Vice Chancellor
 Peter J. Hardash - Vice Chancellor
 Adam M. O'Connor - Asst Vice Chancellor Fiscal

Signatures Required: 2 live signatures

13. Bank Name/Address: **Wells Fargo Bank**
 2700 N Main St
 Santa Ana, CA 92705
 (714) 973-3636

Account #: 034-4059183

Account Name: Rancho Santiago Community College District

Type: Basic Business Checking Public Funds – Revolving Fund

Purpose of Account: A special \$100,000 fund established to meet the district's emergency cash needs for payroll and other purposes. Replenishment of fund is usually done once a month.

Authorized Signatures: R. Raul Rodriguez - Chancellor
 John M. Didion - Executive Vice Chancellor
 Peter J. Hardash - Vice Chancellor
 Adam M. O'Connor - Asst Vice Chancellor Fiscal

Signatures Required: 1 live signature

14. Bank Name/Address: **Wells Fargo Bank**
 1300 SW 5th Avenue, Suite 2500
 Portland, OR 97201
 (800) 289-3557

Account #: 4123-586257

Account Name: Rancho Santiago Community College District
 Alliance of Schools for Cooperative Insurance Program

Type: Business Checking Account

Purpose of Account: Property and Liability Fund \$25,000 imprest account maintained on our behalf by CorVel Corporation, and used to pay claims.

- Authorized Signatures: Fritz Heirich, Chief Executive Officer
 Russell O'Donnell, Chief Operating Officer
 Lynn Truong, Chief Financial Officer
 Joan Weeks, Liability Claims Manager
- Signatures Required: 1 live signature
15. Bank Name/Address: **Wells Fargo Bank**
 PO Box 3131, Portland, OR 97208
 (503) 886-4120
- Account #: 4126026483
- Account Name: Rancho Santiago Community College District – Rancho
 Workers' Compensation
- Type: Wholesale Checking Account
- Purpose of Account: Workers' Compensation Fund \$50,000 imprest account
 maintained on our behalf by Corvel Enterprise Comp, Inc.,
 and used to pay claims.
- Authorized Signatures: Richard Schweppe, Chief Financial Officer
- Signatures Required: 1 live signature
16. Investment Name: **Local Agency Investment Fund**
 State of California
 State Treasurer's Office
- Investment Address: PO Box 942809
 Sacramento, CA 94209-0001
 (916) 653-3001
- Account #: 75-30-010
- Account Name: Rancho Santiago Community College District
- Type: Investment Fund
- Purpose of Account: Retiree Benefit fund (part) and short term investment pool.
- Authorized Signatures: R. Raul Rodriguez - Chancellor
 Peter J. Hardash - Vice Chancellor
 Adam M. O'Connor - Asst Vice Chancellor Fiscal
- Signatures Required: 2 (typically phone in and must provide password)

District Foundation Accounts

17. Bank Name/Address: **SchoolsFirst Federal Credit Union**
P. O. Box 11547
Santa Ana, CA 92711-1547
(714) 258-4000
- Account #: 103478-01
- Account Name: Rancho Santiago Community College District Foundation
- Type: Savings Account
- Purpose of Account: This serves as a depository for all donations received for fundraising events, programs and grants for the District Foundation. This earns higher interest rate and withdrawals are made only for immediate need of the District Foundation.
- Authorized Signatures: R. Raul Rodriguez - Chancellor
John M. Didion - Executive Vice Chancellor
Peter J. Hardash - Vice Chancellor
Adam M. O'Connor - Asst Vice Chancellor Fiscal
Enrique Perez -Asst Vice Chancellor Ed Svc
- Signatures Required: 2
18. Bank Name/Address: **SchoolsFirst Federal Credit Union**
P. O. Box 11547
Santa Ana, CA 92711-1547
(714) 258-4000
- Account #: 103478-06
- Account Name: Rancho Santiago Community College District Foundation
- Type: Money Market Account
- Purpose of Account: This serves as a depository related to upcoming investments or sale of investments of the District Foundation. This usually yields a higher rate of return and withdrawals are made only for immediate need of the District Foundation.
- Authorized Signatures: R. Raul Rodriguez - Chancellor
John M. Didion - Executive Vice Chancellor
Peter J. Hardash - Vice Chancellor

Adam M. O'Connor - Asst Vice Chancellor Fiscal
Enrique Perez -Asst Vice Chancellor Ed Svc

Signatures Required: 2

19. Bank Name/Address: **SchoolsFirst Federal Credit Union**
P. O. Box 11547
Santa Ana, CA 92711-1547
(714) 258-4000

Account #: 103478-75

Account Name: Rancho Santiago Community College District Foundation

Type: Checking Account

Purpose of Account: This serves as a depository for all donations received by the District Foundation for fundraising events, programs and grants. Disbursements of expenditures are made for operating expenses and distribution of proceeds of the fundraising events to affiliated Foundations.

Authorized Signatures: R. Raul Rodriguez - Chancellor
John M. Didion - Executive Vice Chancellor
Peter J. Hardash - Vice Chancellor
Adam M. O'Connor - Asst Vice Chancellor Fiscal
Enrique Perez -Asst Vice Chancellor Ed Svc

Signatures Required: 2

20. Bank Name/Address: **Morgan Stanley Smith Barney (Citigroup)**
660 Newport Center Dr.
Suite #110
Newport Beach, CA 92660
(949) 717-5300

Account #: 714-212540-037

Account Name: RSCCD Foundation

Type: Investment Account

Purpose of Account: Long Term investment accounts that hold unrestricted funds and programmatic funds.

Authorized Signatures: Peter J. Hardash - Vice Chancellor

Signatures Required: Phone call and password

Santa Ana College Foundation Accounts

21. Bank Name/Address: **Citizens Business Bank**
2000 E. 4th Street, Suite 100
Santa Ana, CA 92706
(888) 222-5432, (714) 967-7222
- Account #: 030424670
- Account Name: Santa Ana College Foundation
- Type: Checking Account
- Purpose of Account: Serves as a depository account for all donor contributions and for disbursements for the expenses incurred. Any amount above \$200,000 in any given month gets transferred to interest account # 7006
- Authorized Signatures: Erlinda Martinez - President
Sara Lundquist - Vice President Student Svcs
Michael T. Collins - Vice President Admin Svcs
Christina Romero - Foundation Director
- Signatures Required: 2
22. Bank Name/Address: **Citizens Business Bank**
2000 E. 4th Street, Suite 100
Santa Ana, CA 92706
(888) 222-5432, (714) 967-7222
- Account #: 7006
- Account Name: Santa Ana College Foundation
- Type: Interest Account/Sweep Account
- Purpose of Account: Excess funds of \$200,000 in checking account #030424670 get transferred to this account for interest purposes.
- Authorized Signatures: Erlinda Martinez - President
Sara Lundquist - Vice President Student Svcs
Michael T. Collins - Vice President Admin Svcs
Christina Romero - Foundation Director
- Signatures Required: Phone call and password
23. Bank Name/Address: **Payden & Rygel**

333 South Grand Ave
Los Angeles, CA 90071
(213) 625-1900

Manager Address: Gerard Tamparong
333 South Grand Ave
Los Angeles, CA 90071

Account #: 3417-0467

Account Name: Santa Ana College Foundation/Title V

Type: Investment Account

Purpose of Account: Long Term investment account that holds Title V
Endowment Funds. Investment firm follows Foundation
Investment Policy

Authorized Signatures: Erlinda Martinez - President
Sara Lundquist - Vice President Student Svcs
Michael T. Collins - Vice President Admin Svcs
Christina Romero - Foundation Director

Signatures Required: (phone call and password)

24. Bank Name/Address: **Payden & Rygel**
333 South Grand Ave
Los Angeles, CA 90071
(213) 625-1900

Manager Address: Gerard Tamparong
333 South Grand Ave
Los Angeles, CA 90071

Account #: 4761-8718

Account Name: Santa Ana College Foundation/Restricted

Type: Investment Account

Purpose of Account: Long Term investment account that holds Planetarium,
Athletic Hall of Fame & Comi Roger Funds. Investment
firm follows Foundation Investment Policy.

Authorized Signatures: Erlinda Martinez - President
Sara Lundquist - Vice President Student Svcs
Michael T. Collins - Vice President Admin Svcs
Christina Romero - Foundation Director

Signatures Required: (phone call and password)

25. Bank Name/Address: **Payden & Rygel**
 333 South Grand Ave
 Los Angeles, CA 90071
 (213) 625-1900

Manager Address: Gerard Tamparong
 333 South Grand Ave
 Los Angeles, CA 90071

Account #: 7095-5099

Account Name: Santa Ana College Foundation/General Scholarship

Type: Investment Account

Purpose of Account: Long Term investment account that holds invested and endowed scholarship funds. Investment firm follows Foundation Investment Policy.

Authorized Signatures: Erlinda Martinez - President
 Sara Lundquist - Vice President Student Svcs
 Michael T. Collins - Vice President Admin Svcs
 Christina Romero - Foundation Director

Signatures Required: (phone call and password)

26. Bank Name/Address: **Payden & Rygel**
 333 South Grand Ave
 Los Angeles, CA 90071
 (213) 625-1900

Manager Address: Gerard Tamparong
 333 South Grand Ave
 Los Angeles, CA 90071

Account #: 4855-5996

Account Name: Santa Ana College Foundation/Unrestricted

Type: Investment Account

Purpose of Account: Long Term investment account that holds unrestricted funds inclusive of but not limited to funds raised via President's Circle and Pageant of the Trees. Investment firm follows Foundation Investment Policy.

Authorized Signatures: Erlinda Martinez - President
Sara Lundquist - Vice President Student Svcs
Michael T. Collins - Vice President Admin Svcs
Christina Romero - Foundation Director

Signatures Required: (phone call and password)

27. Bank Name/Address: **Payden & Rygel**
333 South Grand Ave
Los Angeles, CA 90071
(213) 625-1900

Manager Address: Gerard Tamparong
333 South Grand Ave
Los Angeles, CA 90071

Account #: 5725-8530

Account Name: Santa Ana College Foundation/Centennial Scholarship
Endowment

Type: Investment Account

Purpose of Account: Long Term investment account that holds all endowed
scholarship funds established along with the Centennial
Scholarship Campaign. Investment firm follows
Foundation Investment Policy.

Authorized Signatures: Erlinda Martinez - President
Sara Lundquist - Vice President Student Svcs
Michael T. Collins - Vice President Admin Svcs
Christina Romero - Foundation Director

Signatures Required: (phone call and password)

28. Bank Name/Address: **Payden & Rygel**
333 South Grand Ave
Los Angeles, CA 90071
(213) 625-1900

Manager Address: Gerard Tamparong
333 South Grand Ave
Los Angeles, CA 90071

Account #: 3707-5476

Account Name: Santa Ana College Foundation/Unrestricted Special Projects

Type: Investment Account

Purpose of Account: Long Term investment account that holds unrestricted funds received from the maturing of the RSCCD endowment. These funds are to be used for capacity building/growth. Investment firm follows Foundation Investment Policy.

Authorized Signatures: Erlinda Martinez - President
Sara Lundquist - Vice President Student Svcs
Michael T. Collins - Vice President Admin Svcs
Christina Romero - Foundation Director

Signatures Required: (phone call and password)

29. Bank Name/Address: **Payden & Rygel**
333 South Grand Ave
Los Angeles, CA 90071
(213) 625-1900

Manager Address: Gerard Tamparong
333 South Grand Ave
Los Angeles, CA 90071

Account #: 7770-5757

Account Name: Santa Ana College Foundation/Early College Endowment Funds

Type: Investment Account

Purpose of Account: Long Term investment account that holds Early College Endowment Funds received from the State Award for Innovation grant. Investment firm follows Foundation Investment Policy.

Authorized Signatures: Erlinda Martinez - President
Sara Lundquist - Vice President Student Svcs
Michael T. Collins - Vice President Admin Svcs
Christina Romero - Foundation Director

Signatures Required: (phone call and password)

30. Bank Name/Address: **Payden & Rygel**
333 South Grand Ave

Los Angeles, CA 90071
(213) 625-1900

Manager Address: Gerard Tamparong
333 South Grand Ave
Los Angeles, CA 90071

Account #: 4101-6112

Account Name: Santa Ana College Foundation/Parent Education Program

Type: Investment Account

Purpose of Account: Long Term investment account that holds Parent Education Endowment Funds received from the State Award for Innovation grant. Investment firm follows Foundation Investment Policy.

Authorized Signatures: Erlinda Martinez - President
Sara Lundquist - Vice President Student Svcs
Michael T. Collins - Vice President Admin Svcs
Christina Romero - Foundation Director

Signatures Required: (phone call and password)

31. Bank Name/Address: **Payden & Rygel**
333 South Grand Ave
Los Angeles, CA 90071
(213) 625-1900

Manager Address: Gerard Tamparong
333 South Grand Ave
Los Angeles, CA 90071

Account #: 5871-0867

Account Name: Santa Ana College Foundation/Innovation Awards Scholarship Fund

Type: Investment Account

Purpose of Account: Long Term investment account that holds Innovation Awards Scholarship Funds received from the State Award for Innovation grant. Investment firm follows Foundation Investment Policy.

Authorized Signatures: Erlinda Martinez - President

Sara Lundquist - Vice President Student Svcs
Michael T. Collins - Vice President Admin Svcs
Christina Romero - Foundation Director

Signatures Required: (phone call and password)

32. Bank Name/Address: **SchoolsFirst Federal Credit Union**
P. O. Box 11547
Santa Ana, CA 92711-1547
(714) 258-4000

Account #: 66102-01

Account Name: Santa Ana College Foundation

Type: Savings/Regular Share Account

Purpose of Account: Deposited \$5.00 into this account when the checking account was opened. It is the credit union requirement to have this account open at all times.

Authorized Signatures: Erlinda Martinez - President
Sara Lundquist - Vice President Student Svcs
Christina Romero - Foundation Director

Signatures Required: Phone call and password

33. Bank Name/Address: **SchoolsFirst Federal Credit Union**
P. O. Box 11547
Santa Ana, CA 92711-1547
(714) 258-4000

Account #: 66102-06

Account Name: Santa Ana College Foundation

Type: Liquid Advantage Money Market

Purpose of Account: To hold General Operating Unrestricted Funds for short-term investment.

Authorized Signatures: Erlinda Martinez - President
Sara Lundquist - Vice President Student Svcs
Christina Romero - Foundation Director

Signatures Required: Phone call and password

34. Bank Name/Address: **SchoolsFirst Federal Credit Union**

P. O. Box 11547
Santa Ana, CA 92711-1547
(714) 258-4000

Account #: 66102-75
Account Name: Santa Ana College Foundation
Type: Investment Checking
Purpose of Account: Serves as a secondary depository account for donor contributions and disbursements. The primary checking account is held with Citizens Business Bank.

Authorized Signatures: Erlinda Martinez - President
Sara Lundquist - Vice President Student Svcs
Christina Romero - Foundation Director

Signatures Required: 2

35. Bank Name/Address: **Comunidad Latina Federal Credit Union**
1317 W. Warner
Santa Ana, CA 92704
(714) 754-7675

Account #: 11538-01

Account Name: Santa Ana College Foundation

Type: Regular Savings Share

Purpose of Account: Deposited \$1.00 to this account when the cd account was opened. It is the credit union requirement to have this account open at all times.

Authorized Signatures: Michael T. Collins - Vice President Admin Svcs
Christina Romero - Foundation Director

Signatures Required: Phone call and password

36. Bank Name/Address: **Comunidad Latina Federal Credit Union**
1317 W. Warner
Santa Ana, CA 92704
(714) 754-7675

Account #: 11538-41

Account Name: Santa Ana College Foundation

Type: 24 Month CD (maturity date: 9/9/2017)

Purpose of Account: To hold General Operating Unrestricted Funds for short-term investment.

Authorized Signatures: Michael T. Collins - Vice President Admin Svcs
Christina Romero - Foundation Director

Signatures Required: Phone call and password

37. Bank Name/Address: **Comunidad Latina Federal Credit Union**
1317 W. Warner
Santa Ana, CA 92704
(714) 754-7675

Account #: 11538-42

Account Name: Santa Ana College Foundation

Type: 12 Month CD (maturity date: 11/29/2016)

Purpose of Account: To hold General Operating Unrestricted Funds for short-term investment.

Authorized Signatures: Michael T. Collins - Vice President Admin Svcs
Christina Romero - Foundation Director

Signatures Required: Phone call and password

Santiago Canyon College Foundation

38. Bank Name/Address: **SchoolsFirst Federal Credit Union**
P.O Box 11547.
Santa Ana, CA 92711-1547
(714) 258-4000

Account #: 285452

Account Name: Santiago Canyon College Foundation

Type: Checking and Savings

Purpose of Account: Serves as a depository account for donor contributions to temporary restricted programs (Scholarships) and unrestricted programs; Also disbursements for Scholarship payments to students and other Foundation operational expenditures are handled through this account. (Funds from

any account in SFFCU get transferred to this account before a check is issued).

Authorized Signatures John Weispfenning - President
Aracely Mora - Vice President Aca Affairs
John Hernandez - Vice President Student Svcs
Arleen Satele - Vice President Admin Svcs

Signatures Required: Phone call and password

39. Bank Name/Address: **Grandpoint Bank (Orange Community Bank)**
1045 West Katella Ave., #100
Orange, CA 92867
(714) 532-0700

Account #: 201-20001266

Account Name: Santiago Canyon College Foundation

Type: Merchant Account

Purpose of Account: To accept credit card payments for fundraising events,
make scholarship payments and payments for restricted
accounts.

Authorized Signatures John Weispfenning - President
Aracely Mora - Vice President Aca Affairs
John Hernandez - Vice President Student Svcs
Arleen Satele - Vice President Admin Svcs

Signatures Required: Phone call and password

40. Bank Name/Address: **Morgan Stanley Smith Barney (Citigroup)**
660 Newport Center Dr.
Suite #1100
Newport Beach, CA 92660
(949) 717-5484

Account #: 714-010480-034

Account Name: Santiago Canyon College Foundation Short Term Pool

Type: Short Term Pool

Purpose of Account: Liquid funds for short term needs

Authorized Signatures: John Hernandez - Vice President Student Svcs

- Signatures Required: Phone call and password
41. Bank Name/Address: **Morgan Stanley Smith Barney (Citigroup)**
660 Newport Center Dr.
Suite #1100
Newport Beach, CA 92660
(949) 717-5484
- Account #: 714-212490-034
- Account Name: Santiago Canyon College Foundation – Select Unified
Managed Account
- Type: Investment Account
- Purpose of Account: Long Term Investment account that holds unrestricted
funds and programmatic program funds
- Authorized Signatures: John Hernandez - Vice President Student Svcs
- Signatures Required: Phone call and password
42. Bank Name/Address: **Morgan Stanley Smith Barney (Citigroup)**
660 Newport Center Dr.
Suite #1100
Newport Beach, CA 92660
(949) 717-5484
- Account #: 714-010481-034
- Account Name: Santiago Canyon College Foundation Consulting Group
Advisor
- Type: Investment Account
- Purpose of Account: Long Term Investment account that holds unrestricted
funds and programmatic program funds
- Authorized Signatures: John Hernandez - Vice President Student Svcs
- Signatures Required: Phone call and password
43. Bank Name/Address: **Morgan Stanley Smith Barney (Citigroup)**
660 Newport Center Dr.
Suite #1100
Newport Beach, CA 92660
(949) 717-5484

Account #: 714-212530-034

Account Name: Santiago Canyon College Foundation

Type: Investment Account

Purpose of Account: Long Term Investment account that holds unrestricted funds and programmatic program funds

Authorized Signatures: John Hernandez - Vice President Student Svcs

Signatures Required: Phone call and password

44. Bank Name/Address: **Morgan Stanley Smith Barney (Citigroup)**
660 Newport Center Dr.
Suite #1100
Newport Beach, CA 92660
(949) 717-5484

Account #: 714-212487-034

Account Name: Santiago Canyon College Scholarship 2000

Type: Investment Account

Purpose of Account: Long Term Investment account that holds Invested Restricted Scholarship funds

Authorized Signatures: John Hernandez - Vice President Student Svcs

Signatures Required: Phone call and password

45. Bank Name/Address: **Morgan Stanley Smith Barney (Citigroup)**
660 Newport Center Dr.
Suite #1100
Newport Beach, CA 92660
(949) 717-5484

Account #: 714-219041-034

Account Name: Santiago Canyon College Sherrie Underwood Memorial

Type: Investment Account

Purpose of Account: Long Term Investment account that holds Invested Restricted Scholarship funds

Authorized Signatures: John Hernandez - Vice President Student Svcs

- Signatures Required: Phone call and password
46. Bank Name/Address: **Morgan Stanley Smith Barney (Citigroup)**
660 Newport Center Dr.
Suite #1100
Newport Beach, CA 92660
(949) 717-5484
- Account #: 714-010371-034
- Account Name: Santiago Canyon College Pirtle Memorial
- Type: Investment Account
- Purpose of Account: Long Term Investment account that holds Invested Restricted Scholarship funds
- Authorized Signatures: John Hernandez - Vice President Student Svcs
- Signatures Required: Phone call and password
47. Bank Name/Address: **Morgan Stanley Smith Barney (Citigroup)**
660 Newport Center Dr.
Suite #1100
Newport Beach, CA 92660
(949) 717-5484
- Account #: 714-010370-034
- Account Name: Santiago Canyon College Grace Alberts Memorial
- Type: Investment Account
- Purpose of Account: Long Term Investment account that holds Invested Restricted Scholarship funds
- Authorized Signatures: John Hernandez - Vice President Student Svcs
- Signatures Required: Phone call and password

ADOPTED, SIGNED AND APPROVED this 11th day of January, 2016.

(Claudia C. Alvarez)
President of the Board of Trustees of
Rancho Santiago Community College District

I, Nelida Mendoza Yanez, Clerk of the Board of Trustees of Rancho Santiago Community College District, do hereby certify that the foregoing Resolution was adopted by the Board of said District at a meeting of said Board held on the 11th day of January, 2016, and that it was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Clerk of the Board of Trustees of Rancho Santiago
Community College District

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

To: Board of Trustees	Date: January 11, 2016
Re: Approval of Nonresident Fees for 2016-17	
Action: Request for Approval	

BACKGROUND

Education Code §76140 requires the Board of Trustees to establish the tuition fee for nonresidents prior to February 1 each year. The District is also authorized under Education Code §76141, amended by Assembly Bill No. 947 approved on October 11, 2009, to charge any nonresident student an amount not to exceed the amount that was expended by the District for capital outlay costs in the preceding fiscal year. Any fee charged for capital outlay cannot exceed 50% of the non-resident tuition fee established by the District and the funds must be expended for capital outlay purposes. Education Code §76142 allows districts to charge a processing fee (application fee) to nonresident students who are both citizens and residents of a foreign country an amount not to exceed the actual cost of processing an application and other documentation required by the federal government or \$100 whichever is less (the campuses currently charge \$25). These fees are in addition to other student enrollment fees charged to resident students.

ANALYSIS

Using total 2014-15 District expenditures for education and applying the allowed two-year inflation factor of 4.1% results in a calculated cost of \$199 per unit or \$224 per unit for credit only. The regulations regarding nonresident tuition fee calculations allow districts to charge its calculated per-unit rate or one of the following per-unit rates:

		<u>2015-16</u>	<u>2016-17</u>
1	The statewide average cost	\$200	\$211
2	The District's computed cost of education (credit-only)	\$209	\$224
3	The District's computed cost of education	\$188	\$199
4	Up to the level charged by any contiguous district	\$200	\$TBD
5	The highest statewide average cost of the succeeding year, the current year, or prior four years	\$200	\$211
6	Up to the preceding fiscal year average rate of 12 comparable states based on cost of living	\$380	\$397

The District's current calculated cost or maximum rate for capital outlay purposes is \$38 per unit based on 2014-15 actual capital outlay costs. For 2015-16 the District charged \$209 per unit for nonresident tuition and \$31 per unit for capital outlay, for a total of \$240. For 2016-17, the District is proposing to charge the credit-only computed rate of \$224 per unit for nonresident tuition and a capital outlay fee of \$31, for a total of \$255. This represents a total increase of \$15 per unit, or 6.25%. In addition, the campuses propose that the application fee remain unchanged at the current rate of \$25. Various exemptions to these fees are provided in the law under Education Code §68130.5 and §76140 et seq.

RECOMMENDATION

It is recommended that the Board of Trustees establish the nonresident tuition fee at \$224 per unit, the capital outlay fee at \$31 per unit, and the application fee at \$25 for 2016-17 as presented.

Fiscal Impact:	Estimated \$2.2 million in Fee Revenues	Board Date: January 11, 2016
Prepared by:	Adam M. O'Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE**

1102 Q STREET, 4TH FLOOR
SACRAMENTO, CA 95811-6549
(916) 445-8752

<http://www.cccco.edu>



Memorandum

December 4, 2015

Fiscal Services Memo 15-14
Via E-mail Only

TO: Chief Business Officers
Chief Instructional Officers

FROM: Mario Rodriguez, Assistant Vice Chancellor
College Finance and Facilities Planning

SUBJECT: 2016-17 Nonresident Fees need to be established by February 1, 2016

SYNOPSIS: Education Code (EC) Section 76140 requires each district governing board to establish the nonresident tuition fee not later than February 1 for the succeeding fiscal year.

Nonresident Tuition Fee. For determining your district's 2016-17 nonresident tuition fee, the 2014-15 statewide average expense of education was **\$6,068** per full time equivalent student (FTES). The projected increase in the United States Consumer Price Index (USCPI) as determined by the Department of Finance is 2.0% for the 2015-16 fiscal year and 2.1% for 2016-17, for a compound factor of 1.041 against the 2014-15 statewide average expense of education (\$6,068) yields an Average cost of **\$6,316** per FTES for the tuition year, or **\$211** per semester unit for a 30 unit semester term academic year. For districts on the quarter system, the 45 unit quarter term academic year results in **\$140** per quarter term unit.

Nonresident Tuition Fee Options. EC 76140(e) enumerates seven options for a district to choose in setting its nonresident tuition fee. These options are reflected in the enclosed worksheet as the "basis for adoption." Options 1-3 are generally well understood, but for Option 4 ("*No more than contiguous district*") and Option 5 ("*No more than district, no less than statewide cost*"), please keep in mind the following specifics:

Option 4 'No more than contiguous district'. A review of the legislative history when this option was adopted confirms that this amount **must be within** the:

- **Fee** (not **cost**) adopted by a contiguous district (**Maximum** amount for Option #4);

AND

- **Cost** of the lesser of (1) your district's average **cost** **OR** (2) the statewide average **cost** (Minimum amount for Option #4).

Option 5 'No more than district, no less than statewide cost'. The **maximum amount** for this option is the district average cost, and the **minimum amount** for this option is the statewide average cost. **Only** an amount **between** these maximum and minimum amounts is allowed under this option.

Option 6 'Highest Years Statewide Average Tuition'. (EC 76140(e)(1)(B)). Use the greater of the succeeding year, the current year or any of the four prior year's statewide average nonresident tuition fee calculation, which is **\$211 per semester unit** or **\$140 per quarter unit** from 2014-2015.

Option 7 'No more than 12 Comparable States Average Tuition'. (EC 76140(e)(1)(E)). No greater than the 2013-14 average nonresident tuition fee of public community colleges in a minimum of 12 states comparable to California in cost of living. This average is calculated to be **\$397 per semester unit** or **\$265 per quarter unit**.

Nonresident Capital Outlay Fee. Pursuant to EC Section 76141 a district **may** also charge to any nonresident student a capital outlay fee. The amount of the nonresident capital outlay fee has to be the lesser of:

- the amount that was expended by the district for capital outlay in the preceding fiscal year divided by the total full-time equivalent students of the district in the preceding fiscal year; **OR**
- 50% of the 2015-16 nonresident tuition fee adopted pursuant to EC 76140.

Processing Fee for Students from Foreign Countries. Pursuant to EC 76142 a district **may** charge each nonresident applicant a processing fee not to exceed the lesser of (1) the actual cost of processing an application and other documentation required by the federal government **OR** (2) \$100, which may be deducted from the tuition fee at the time of enrollment.

Exemptions to these fees. Various exemptions to these fees are provided in the law. Please click on the following web links to EC Sections 76140-76143 and a related legal opinion to learn more about these exemptions:

<http://Ed Code Non-Res>

<http://AB540 and Non-Res Capital Outlay Fee>

Tuition Fee Worksheet. A worksheet for computing the nonresident tuition and capital outlay fees is enclosed. The comparable information for all districts used to derive the statewide average expense of education per FTES for 2014-15 is also enclosed for your reference.

ACTION/DATE REQUESTED: Please complete and return by **February 15, 2016** a copy of the enclosed worksheet and provide information on the 2016-17 nonresident tuition and capital outlay fees adopted by your district governing board by February 2016.

CONTACT: If you have any questions or comments regarding this memorandum, please contact Mike Yarber at (916) 327-6818; or myarber@cccco.edu. The office fax number is (916) 323-3057.

California Community Colleges

2016-17 NONRESIDENT FEES WORKSHEET

NONRESIDENT TUITION FEE CALCULATIONS FOR OPTIONS 1 THROUGH 7

2016-17 NONRESIDENT TUITION FEE (EC 76140)	(Col. 1) Statewide	(Col. 2) District	(Col. 3) 10% or More Noncredit FTES
A. Expense of Education for Base Year (2014-15 CCFS 311, Expenditures by Activity Report, AC 0100-6700, Cols: 1-3)	<u>\$7,172,481,662</u>	<u>\$169,208,241</u>	<u>\$147,873,571</u>
B. Annual Attendance FTES (Recal 2014-15)	<u>1,181,923</u>	<u>29,464.33</u>	<u>22,922.03</u>
C. Average Expense of Education per FTES (A ÷ B)	<u>\$6,068</u>	<u>\$5,743</u>	<u>\$6,451</u>
D. U.S. Consumer Price Index Factor (2 years)	x <u>1.041</u>	x <u>1.041</u>	x <u>1.041</u>
E. Average Cost per FTES for Tuition Year (C x D)	<u>\$6,316</u>	<u>\$5,978</u>	<u>\$6,716</u>
F. Average Per Unit Nonresident Cost – Semester (Qtr)	<u>\$211 (\$141)</u>	<u>\$199</u>	<u>\$224</u>
G. Highest year Statewide average – Semester (Qtr)	<u>\$211 (\$141)</u>	<u>\$0.00</u>	<u>\$0.00</u>
H. Comparable 12 state average – Semester (Qtr)	<u>\$380 (\$253)</u>	<u>\$0.00</u>	<u>\$0.00</u>

Annual Attendance FTES includes all student contact hours of attendance in credit and noncredit courses for resident students, nonresident students and apprentices; however apprentice hours are divided by 525 to compute an FTES equivalent. Round tuition fee to the nearest dollar.

Column 3 is an option for use by a district with ten percent or more noncredit FTES (*Section 76140(e)(1)(A)*). If your district qualifies, then fill out this column with noncredit FTES and noncredit expense of education data excluded.

NONRESIDENT TUITION FEE CALCULATIONS FOR OPTIONS 6 OR 7

Option 6. The greater amount of the calculations of statewide nonresident tuition for 2011-12 through 2014-15 is \$211 per semester unit or \$141 per quarter unit (2014-15).

Option 7. The average of the nonresident tuition fees of public community colleges in 2014-15 of no less than 12 states comparable to California in cost of living is \$380 per semester unit or \$253 per quarter unit.

Requirement for Use of Option 6 or 7: The additional revenue generated by the increased nonresident tuition permitted under options 6 or 7 shall be used to expand and enhance services to resident students (*EC 76140(e)(2)*). Districts meeting one or more criteria below shall be considered in compliance with the requirements of *EC 76140(e)(2)*. Please check all that apply:

- Revenue from nonresident tuition was less than 5% of total general fund revenue.
- Actual resident FTES was greater than funded resident FTES.
- Percent expenditures for counseling and student services were greater than statewide average (AC 6300 plus 6400 divided by AC 0100-6700, Cols. 1-3).
- Percent expenditures for instructional services were greater than statewide average (AC 0100-5900 divided by AC 0100-6700, Cols. 1-3).

Continue to next page ►

► Continued from previous page

The district governing board at its January 11, 2016 meeting adopted a **nonresident tuition fee** of \$224 per semester unit or \$ _____ per quarter unit.

Basis for adoption is (*place an X in one box only*).

- | | |
|-------------------------------------|--|
| <input type="checkbox"/> | 1. Statewide average cost, per column 1. |
| <input type="checkbox"/> | 2. District average cost, per column 2. |
| <input checked="" type="checkbox"/> | 3. District average cost with 10% or more noncredit FTES, per column 3. |
| <input type="checkbox"/> | 4. Contiguous district. _____ . (<i>Specify district and its fee</i>). |
| <input type="checkbox"/> | 5. No more than district average cost (Col. 2 or 3); no less than statewide average cost. |
| <input type="checkbox"/> | 6. Statewide average cost, from 2014-15 (\$211 per semester unit; \$141 per quarter unit). |
| <input type="checkbox"/> | 7. No more than average tuition of 12 states with cost of living comparable to California. |

NONRESIDENT CAPITAL OUTLAY FEE (EC 76141)

For districts electing to charge a **capital outlay fee** to **any** nonresident student, please compute this fee as follows:

- a. Capital Outlay expense for 2014-15 \$33,924,657
 - b. FTES for 2014-15 29,464.33
 - c. Capital outlay expense per FTES (*line a divided by line b*) \$1,151
 - d. Capital Outlay Fee per unit:
 - 1. Per semester unit (*line c divided by 30 units*) \$38
- OR**
- 2. Per quarter unit (*line c divided by 45 units*) _____
- e. 2016-17 Nonresident Student Capital Outlay Fee (not to exceed *the lesser of line d OR 50% of adopted 2015-16 Nonresident Tuition Fee*) _____

The district governing board at its January 11, 2016 meeting adopted a **nonresident capital outlay fee** of \$ 31 _____ per semester unit or \$ _____ per quarter unit.

Upon adoption of nonresident tuition and/or capital outlay fees by your district governing board by February 1, 2016, please submit a copy of this report by February 15, 2016 to:

**California Community Colleges Chancellor's Office
Fiscal Services Unit
1102 Q Street, 4th Floor
Sacramento, CA 95811-6549 FAX (916) 323-3057**

District: Rancho Santiago Community College District

Contact Person: Adam O'Connor, Assistant Vice Chancellor, Fiscal Services

Phone Number: (714) 480-7320 **Email:** OConnor_Adam@rsccd.edu

CALIFORNIA COMMUNITY COLLEGES
 2016-17 Nonresident Tuition Fee
 Based on 2014-15 Actual Expense of Education from CCFS-311
 (AC 0100-6700, columns 1-3)

District Code	District	2014-15 Expense of Education*	2014-15 Total FTES**	2014-15 Expense Per FTES
610	Allan Hancock	54,932,943	9,639.27	5,698.87
620	Antelope Valley Joint	66,488,399	11,381.72	5,841.68
910	Barstow	14,130,553	2,641.35	5,349.75
110	Butte-Glenn	87,733,676	10,890.82	8,055.75
410	Cabrillo	66,569,416	11,159.54	5,965.25
810	Cerritos	94,828,720	18,177.01	5,216.96
480	Chabot-Las Positas	106,771,157	17,553.08	6,082.76
920	Chaffey	89,757,893	14,937.14	6,009.04
820	Citrus	61,642,124	12,135.20	5,079.61
830	Coast	194,892,521	32,817.01	5,938.77
710	Compton	32,871,230	5,309.28	6,191.28
310	Contra Costa	181,283,452	26,849.93	6,751.73
970	Copper Mountain	12,996,572	1,432.30	9,073.92
930	Desert	49,659,775	8,370.03	5,933.05
720	El Camino	115,377,411	20,111.90	5,736.77
120	Feather River	15,563,057	1,978.23	7,867.16
420	Foothill-DeAnza (quarter system)	195,669,106	32,157.68	6,084.68
440	Gavilan	33,319,514	5,331.87	6,249.12
730	Glendale	91,355,588	16,330.51	5,594.17
20	Grossmont-Cuyamaca	117,093,374	18,976.84	6,170.33
450	Hartnell	43,711,895	7,260.02	6,020.91
30	Imperial	41,736,379	6,918.52	6,032.56
520	Kern	111,110,367	20,097.34	5,528.61
220	Lake Tahoe (quarter system)	14,187,000	1,843.85	7,694.23
130	Lassen	12,439,498	1,900.07	6,546.86
840	Long Beach	113,516,514	21,100.88	5,379.71
740	Los Angeles	642,888,577	108,551.06	5,922.45
230	Los Rios	303,013,978	52,956.38	5,721.95
330	Marin	50,421,931	3,966.10	12,713.23
140	Mendocino-Lake	22,334,491	3,124.81	7,147.47
530	Merced	59,387,484	9,941.31	5,973.81
50	Mira Costa	89,021,273	11,485.25	7,750.92
460	Monterey Peninsula	39,464,540	6,681.81	5,906.26
850	Mt. San Antonio	160,061,503	31,545.75	5,073.95
940	Mt. San Jacinto	59,113,755	10,897.88	5,424.34
240	Napa Valley	37,047,727	5,715.61	6,481.85

District Code	District	2014-15 Expense of Education*	2014-15 Total FTES**	2014-15 Expense Per FTES
860	North Orange County	185,313,617	36,784.26	5,037.85
430	Ohlone	51,003,967	8,760.50	5,822.04
950	Palo Verde	13,763,631	1,934.15	7,116.11
60	Palomar	120,516,863	20,196.27	5,967.28
770	Pasadena	145,752,367	24,598.62	5,925.23
340	Peralta	143,094,765	21,041.93	6,800.46
870	Rancho Santiago	169,208,241	29,464.33	5,742.82
160	Redwoods	29,264,940	4,180.73	6,999.96
880	Rio Hondo	79,744,453	12,774.32	6,242.56
960	Riverside	164,554,974	28,266.94	5,821.46
980	San Bernardino	90,283,968	15,078.41	5,987.63
70	San Diego	249,240,504	43,509.92	5,728.36
360	San Francisco	189,224,696	25,011.05	7,565.64
550	San Joaquin Delta	92,363,665	16,045.20	5,756.47
470	San Jose-Evergreen	99,897,179	12,690.61	7,871.74
640	San Luis Obispo County	51,739,480	7,251.39	7,135.11
370	San Mateo County	141,704,901	18,850.85	7,517.16
650	Santa Barbara	105,353,406	17,164.01	6,138.04
660	Santa Clarita	82,186,776	15,712.13	5,230.79
780	Santa Monica	162,268,047	26,319.44	6,165.33
560	Sequoias	53,462,752	9,469.55	5,645.75
170	Shasta-Tehama-Trinity	42,170,338	7,136.22	5,909.34
270	Sierra Jt.	81,460,208	15,128.16	5,384.67
180	Siskiyou Jt.	17,582,046	2,678.34	6,564.53
280	Solano	52,327,945	6,999.15	7,476.33
260	Sonoma	118,146,042	17,709.11	6,671.48
890	South Orange County	160,467,439	29,570.94	5,426.52
90	Southwestern	96,636,517	15,716.43	6,148.76
570	State Center	165,140,911	27,922.83	5,914.19
680	Ventura	155,024,923	26,389.67	5,874.45
990	Victor Valley	67,789,941	9,078.77	7,466.86
580	West Hills	35,928,455	5,314.43	6,760.55
690	West Kern	25,231,253	2,598.80	9,708.81
490	West Valley	93,519,559	13,917.71	6,719.46
590	Yosemite	110,838,949	16,764.43	6,611.55
290	Yuba	47,880,551	7,725.93	6,197.38
Totals		\$7,172,481,662	1,181,922.88	\$6,068

* "Expense of Education" is defined in the Budget and Accounting Manual as including all General Fund expenditures, restricted and unrestricted, for all objects of expenditure 1000 through 5000 and all expenditures of activity from 0100 through 6700. For the purposes of calculating the Nonresident Tuition Fee, Expense of Education is different than the 50% Law "current expense of education".

** Includes FTES for resident, nonresident, credit, noncredit.

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

To:	Board of Trustees	Date: January 11, 2016
Re:	Approval of Agreement with Lenax Construction Services, Inc. for Cost Estimating Consulting Services for the new Johnson Student Center at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

This is a new agreement for cost estimating consulting services for the Johnson Student Center at Santa Ana College. The project is currently in the preliminary schematic design phase and estimates of probable construction cost are being prepared by the architect. In order to validate and reconcile probable cost of construction, the District is in need of an independent third party cost estimate from a qualified consultant with experience in the area of estimating similar type building projects. This will assist the District in order to properly evaluate the probable construction cost and validate estimates received from the architect.

ANALYSIS:

A Request for Proposal #1415-113 for Cost Estimating Services for the new Johnson Student Center was released to all six pre-qualified firms on July 23, 2015 with a due date of August 10, 2015. The District received responses from five firms; Cumming (Aliso Viejo), HL Construction Management (Orange), Jacobus & Yuang, Inc. (Camarillo), Leland Saylor Associates (Los Angeles), and Lenax Construction Services, Inc. (Los Angeles). A selection committee convened to review the proposals on August 14, 2015, and interviewed Jacobus & Yuang, Lenax Construction and Cumming on August 21, 2015. The selection and interview committee recommends Lenax by consensus based upon a thorough review and the culmination of their RFP response, experience, team members, reference checks, approach to the project, fee, schedule and familiarity with similar project types. It is recommended that the District enter into an agreement with Lenax for cost estimating consulting services.

The services covered by this agreement shall commence January 12, 2016 and ends June 30, 2017. The contract is a not to exceed fee of \$79,700 which includes \$5,000 of reimbursable expenses. The District has reviewed the fee and it is reasonable and within industry standards.

This project is funded by Measure Q.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the contract with Lenax Construction Services, Inc. for Cost Estimating Consulting Services for the new Johnson Student Center at Santa Ana College as presented.

Fiscal Impact:	\$79,700	Board Date: January 11, 2016
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning & District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 1/11/16

Project: New Johnson Student Center

Site: **Santa Ana College**

Consultants: **Lenax Construction Services, Inc.**

Type of Service: Cost Estimating Consulting

Agreement Summary	No.	Amount	Reimbursables	Start	Duration	
						End
Original Contract Amount		\$74,700.00	\$ 5,000.00	1/12/2016		6/30/2017
Total Agreement Amount		\$79,700.00				

DESCRIPTION:

Agreement for cost estimating consulting services for the new Johnson Student Center at Santa Ana College.

Total Proposed Amount: **\$79,700.00**

Contract End Date: **6/30/2017**

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

To:	Board of Trustees	Date: January 11, 2016
Re:	Approval of Agreement with Sandy Pringle Associates Inspection Consultants for DSA Project Inspector Services for the Temporary Village Phase II at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

This is a new agreement for DSA Project Inspection Services for the Temporary Village Phase II project at Santa Ana College. The project includes minor alterations to twelve (12) existing modular buildings to be able to off-load the existing Johnson Student Center Building occupants into the Temporary Village for interim housing. As required for all DSA projects, the District must hire a DSA-certified project inspector to ensure the project is constructed in accordance with the DSA approved plans and specifications.

ANALYSIS:

A Request for Proposal #1516-126 for Construction Inspection Services was released to six pre-qualified firms on November 6, 2015 with a due date of November 20, 2015. The District received four responses from Knowland Construction Services (Rancho Palos Verdes), BPI Inspection Services (Los Angeles), Stephen Payte DSA Inspections, Inc. (Sierra Madre), and Sandy Pringle Associates (Torrance). A panel convened on November 23 and 24, 2015 to review the proposals and conduct interviews with Knowland Construction Services, BPI Inspection Services, and Sandy Pringle Associates. The selection and interview committee recommends Sandy Pringle Associates by consensus after a thorough review based upon the culmination of their RFP response, experience, team members, reference checks, approach to the project, fee and interview performance. It is recommended that the District enter into an agreement with Sandy Pringle Associates Inspection Consultants for DSA mandated construction inspection services for the Temporary Village Phase II project at Santa Ana College.

The services covered by this agreement will commence on January 12, 2016 and ends June 30, 2016. Sandy Pringle Associates Inspection Consultants will provide a DSA Class 3 Project Inspector at an hourly rate of \$55.00/hour. The services are based on a not-to-exceed fee of \$40,000 including \$1,500 in reimbursables. The District reviewed the numbers of hours and hourly rates and found the proposed fee to be reasonable and within industry standards.

This agreement is funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with Sandy Pringle Associates Inspection Consultants for DSA Project Inspector Services for the Temporary Village Phase II Project at Santa Ana College as presented.

Fiscal Impact:	\$40,000	Board Date: January 11, 2016
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 1/11/16

Project: Temporary Village Phase II

Site: **Santa Ana College**

Consultants: **Sandy Pringle Associates**

Type of Service: DSA Inspector of Record

Agreement Summary	No.	Amount	Reimbursables	Start	Duration	
						End
Original Contract Amount		\$38,500.00	\$ 1,500.00	1/12/2016		6/30/2016
Total Agreement Amount		\$40,000.00				

DESCRIPTION:

Agreement for DSA Inspector of Record (IOR), Testing and Inspection Services for the Temporary Village Phase II project at Santa Ana College.

Total Proposed Amount: **\$40,000.00**

Contract End Date: **6/30/2016**

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

To:	Board of Trustees	Date: January 11, 2016
Re:	Approval of Amendment #2 to Agreement with HPI Architecture for Professional Design Services for the new Johnson Student Center Project at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

This is an amendment to an existing agreement for additional architectural design services and an extension of time. On September 8, 2014 the Board of Trustees approved an agreement with HPI Architecture for architectural services related to the new Johnson Student Center Project at Santa Ana College. The architectural services cover all design phases, DSA approval, bidding phase, construction administration phase, and DSA certification and project closeout. Additional design fee services for the project are required to reconcile square footage and estimated construction costs now that the programming phase has been completed.

The increase in square footage as well as an increase in construction cost estimates impacts the overall architectural design fee and needs to be adjusted accordingly. The construction budget has increased from a target of \$19.9 million to \$27.8 million based on Option 7 (September 2015) which was recommended by both the College and District in November 2015, after several months of meetings and discussions. Option 7 includes the existing Johnson Center programs as well as the following programs which were additions from the 2013 first conceptual program developed: SSSP / Upward Bound, Conference Center with minor food preparation, Publications operations, a Quick Copy Center and Warehouse and Receiving operations. The addition now properly reconciles and accounts for the space needed due to the demolition of the J Buildings that was originally not included in any scope of work or project. The 2013 gross square footage target was 55,648 but under Option 7 is now 60,220. A reconciliation of all square footage spaces, programs and user group requirements has been completed for the programming phase. The project is now moving into the schematic design phase and the architect's contract must be adjusted to reflect the final recommended program option. It is recommended that the agreement with HPI Architecture for the project be approved.

ANALYSIS:

The amendment is to increase the contract by \$471,755.80 and to extend the contract duration. The revised total contract amount is \$2,602,491.80. The District has reviewed the fee and it is reasonable and within industry standards. The services covered by this agreement commenced on September 9, 2014 and the new end date has been revised from June 30, 2019 to December 31, 2020.

This agreement is funded by Measure Q.

RECOMMENDATION:

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

Fiscal Impact:	\$471,755.80	Board Date: January 11, 2016
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 1/11/16

Project: Johnson Student Center

Site: **Santa Ana College**

Consultants: **HPI Architecture**

Type of Service: Professional Design Services

Agreement Summary	No.	Amount	Reimbursables	Duration	
				Start	End
Original Contract Amount		\$2,105,735.00		9/9/2014	6/30/2019
Amendment #1		\$25,000.00		N/A	N/A
Amendment #2		\$471,755.80		9/9/2014	12/31/2020
Total Agreement Amount		\$2,602,491.80			

DESCRIPTION:

Professional Design Services for the construction of the new Johnson Student Center

\$471,755.80

Total Proposed Amount:

Contract End Date:

12/31/2020

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

To:	Board of Trustees	Date: January 11, 2016
Re:	Approval of Amendment #2 to Agreement with Terracon Consultants, Inc. for Phase II Environmental, Geohazard and Geotechnical Inspection Services for the Science Center Project at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

This is an amendment to an existing agreement for additional geotechnical services. On January 12, 2015 the Board of Trustees approved an agreement with Terracon Consultants, Inc. for Phase II Environmental, Geohazard, and Geotechnical Inspection Services for the new Science Center Project at Santa Ana College. This is the second amendment for additional services to provide four additional borings due to 1) the siting/location of the greenhouse and 2) additional borings for the new building due to the square footage and recent schematic design confirmation of the building footprint. Soil borings are required per code to occur within the building footprint and there shall be 1 per 5,000 square feet. The additional samples are necessary to ensure compliance with code requirements and to prepare the necessary geotechnical soils report for the project.

ANALYSIS:

The amendment is to increase the contract by \$7,595. The District has reviewed the fee and it is reasonable and within industry standards. The total revised contract amount is \$31,778.40. The services covered by this agreement commenced on January 13, 2015 and end March 30, 2017.

This agreement is funded by Measure Q.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amendment with Terracon Consultants, Inc. for Phase II Environmental, Geohazard and Geotechnical Inspection Services for the Science Center Project at Santa Ana College as presented.

Fiscal Impact:	\$7,595	Board Date: January 11, 2016
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 1/11/16

Project: Science Center

Site: **Santa Ana College**

Consultants: **Terracon Consultants, Inc.**

Type of Service: Geotechnical

Agreement Summary	No.	Amount	Reimbursables	Duration	
				Start	End
Original Contract Amount		\$24,183.40		1/13/2015	3/30/2017
Amendment #1		N/A		1/13/2015	3/30/2017
Amendment #2		\$7,595.00		1/13/2015	3/30/2017
Total Agreement Amount		\$31,778.40			

DESCRIPTION:

Environmental, Geohazard, Geotechnical Inspection Services for the investigation and design for the construction of the new Science Center at Santa Ana College

Total Proposed Amount:

\$7,595.00

Contract End Date:

3/30/2017

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

To:	Board of Trustees	Date: January 11, 2016
Re:	Award of Bid #1274 for Temporary Village Phase 2 at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

The Temporary Village, located at Santa Ana College, is in need of interior modifications to house the Johnson Center occupants. The Temporary Village is currently being utilized to house the Dunlap Hall (Building D) occupants. Upon the completion of all construction activities in Dunlap Hall, occupants are returning to the building prior to the start of spring semester. Once the occupants are relocated back to Dunlap Hall, the Temporary Village modular buildings will be modified to accommodate the Johnson Center occupants in preparation for demolition activities of the existing Johnson building and while the new building is designed and constructed. The modifications to the modular buildings is a second phase of temporary housing needed and the plans for the changes have been approved by the Division of State Architect (DSA).

ANALYSIS:

In accordance with the California Uniform Public Construction Cost Accounting Act, Bid #1274 for Temporary Village Phase 2 at Santa Ana College was advertised on November 11, 2015 and November 18, 2015 and a Notice Calling for Bids was sent to one hundred thirty-one (131) contractors from the District's qualified contractors list on November 10, 2015.

A mandatory job walk was conducted on November 20, 2015. Bids were opened on December 10, 2015 as noted on the attached bid result form. The District received three (3) bids for the project. Mel Smith Electric, Inc. (Stanton) submitted the lowest responsive bid in the amount of \$468,000. On December 16, 2015, Mel Smith Electric, Inc., requested to be released from its bid due to a bidding clerical error. After Mel Smith Electric, Inc. provided additional bid estimate documentation to District staff to clarify the error, District staff acknowledged that per the requirements of Public Contract Code section 5100 et seq.: (1) a mistake was made in Mel Smith Electric, Inc.'s bid for the Project; (2) proper and timely notice was given to the District of the mistake; and (3) the mistake made Mel Smith Electric, Inc.'s bid materially different than intended. Patriot Contracting & Engineering of Yorba Linda submitted the second lowest responsive bid in the amount of \$592,000. District staff requested legal review of the bids and the process. Legal counsel, Philip Henderson has reviewed the bids, letters and information received including the request by Mel Smith Electric, Inc. to withdraw its bid, and concurs with the District recommendation of awarding Bid #1274 to Patriot Contracting & Engineering. District staff conducted a due diligence review to ensure compliance with license and bid bond requirements.

The anticipated construction start will be January 29, 2016 and the estimated construction duration is 190 days.

The project is funded by Measure E.

RECOMMENDATION:

It is recommended that the Board approve the award of Bid #1274 to Patriot Contracting & Engineering for Temporary Village Phase 2 at Santa Ana College as presented.

Fiscal Impact:	\$592,000	Board Date: January 11, 2016
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodriguez, Ph.D, Chancellor	



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

BID RESULTS

BID #1274 Addendums Issued: 3	PROJECT: Temporary Village Phase 2 At Santa Ana College	DUE DATE: 2:00 PM December 10, 2015
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	BIDDER	TOTAL BID AMOUNT
WITHDRAWN		
Mel Smith Electric, Incorporated 10950 Dale Street Stanton, CA 90680		\$468,000
RECOMMENDED		
Patriot Contracting & Engineering 22601 La Palma Avenue, Suite 100 Yorba Linda, CA 92887		\$592,000
Two Brothers Construction Corporation 7299 Orangethorpe Avenue Buena Park, CA 90621		\$660,000

3 TOTAL BIDDERS

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Board Meeting: January 11, 2016

INDEPENDENT CONTRACTORS

Public Health Foundation Enterprises (PHFE)
Attachment A – Independent Contractor Agreement
Attachment B – Proposal/Scope of Work

Service: Consulting services to provide fiscal support for Early Head Start (EHS) parental reimbursement, training and translation services.

Date(s) of Service: January 12, 2016 through December 31, 2016

Fee: \$20,000.00

Requested by: My Le Pham/Janneth Linnell

Funded by: Child Development Services
33-1287-692000-53329-5100

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered into this 12th of January, 2016 by and between Public Health Foundation Enterprises, Inc. (PHFE) herein after referred to as INDEPENDENT CONTRACTOR and the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereafter referred to as DISTRICT.

WHEREAS the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ an INDEPENDENT CONTRACTOR specially trained to perform special services; and

WHEREAS the DISTRICT and INDEPENDENT CONTRACTOR mutually agree that the INDEPENDENT CONTRACTOR is specially qualified for and shall provide special services to the DISTRICT that no employee of the DISTRICT is qualified to perform and shall provide the following specific services:

CONSULTING SERVICES TO PROVIDE FISCAL SUPPORT FOR EARLY HEADSTART (EHS) PARENTAL REIMBURSEMENT, TRAINING AND TRANSLATION SERVICES PER SCOPE OF WORK DATED 11/23/15

WHEREAS the Governing Board has determined that the INDEPENDENT CONTRACTOR is specially trained and experienced and competent to perform the special services required, and

WHEREAS the DISTRICT under the terms of this agreement hereby agrees to pay the INDEPENDENT CONTRACTOR for services at Twenty Thousand Dollars & No Cents (\$20,000.00).

The contracted services are to commence on or about January 12, 2016 and to be completed on or about, but not later than December 31, 2016.

WHEREAS the INDEPENDENT CONTRACTOR in the performance of this agreement shall be and act as an INDEPENDENT CONTRACTOR providing the necessary tools and equipment and provide the Board of Trustees a final finished report and/or product within the prescribed time allocated, and

WHEREAS the INDEPENDENT CONTRACTOR shall assume all other expenses incurred in connection with the performance of this contract and the DISTRICT shall not be responsible for payment of any other expenses. The fees specified, unless otherwise indicated and agreed to, shall be the only obligation of the DISTRICT. While engaged in carrying out and complying with any of the terms and conditions of this agreement, the INDEPENDENT CONTRACTOR is not an officer, agent or employee of the DISTRICT, and

WHEREAS the INDEPENDENT CONTRACTOR shall provide worker's compensation insurance or self-insure services, and

WHEREAS the INDEPENDENT CONTRACTOR shall indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and

every liability, loss, damages, or expense, of any nature whatsoever, which may be incurred by reason of:

- a) Contractor agrees to defend, indemnify, and hold harmless the Rancho Santiago Community District (District), its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising of activities of the Contractor, its subcontractors, or those of any of its officers, agents, or employees or volunteers, whether such act is authorized by this Agreement or not; and Contractor shall pay for any and all damage to the property of the District, or loss or theft of such property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on the premises. Contractor further agrees to waive all rights of subrogation against the District. The provisions of the Article do not apply to any damage or losses caused by the negligence of the District or any of its agents or employees.

WHEREAS the DISTRICT may at any time, with or without reason, terminate this AGREEMENT in whole or in part and compensate INDEPENDENT CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by INDEPENDENT CONTRACTOR and shall specify the date of termination.

WHEREAS the parties to this agreement, under penalty of perjury, certify that all of the above items are to the best of their knowledge true and correct statements.

IN WITNESS where of, said parties have executed this agreement as of the date first written above.

INDEPENDENT CONTRACTOR

RANCHO SANTIAGO
COMMUNITY COLLEGE DISTRICT

Signature

By _____

Printed Name

Peter J. Hardash
Printed Name

Title

Vice Chancellor of Business Operations/
Fiscal Services
Title

Address City/State

Date

Date



Public Health
Foundation
Enterprises
© 2011 by Public Health Foundation Enterprises

November 23, 2015

SCOPE OF WORK

The purpose of this scope of work is to outline provisions, through a subcontractor agreement with Public Health Foundation Enterprises, Inc, (PHFE) to:

- support the EHS 'Parental Reimbursement and Training.
- provide reimbursements to EHS families for reasonable child care, transportation/travel expenses in an effort to facilitate program participation for EHS parents including Policy Council members, and Home-base and Center-base Parent Committee members.
- provide payment for goods and services related to the parent services and parent training component of the RSCCD EHS program including refreshments and meals for approved EHS parent meetings and events including Policy Council and parent committee meetings.
- provide payment for translation services related to parent services and parent training component of the RSCCD EHS program.
- work closely with designated EHS staff member to disburse funds and support accurate fiscal reconciliation including requested fiscal reports.
- Submitting all RSCCD required fiscal reports by defined due dates.

TERM and BUDGET

The contract amount will be \$20,000 for the period of (01/12/16 through 12/31/16) including the indirect administrative fee.

Invoices will be submitted on a monthly basis.

CONTRACT MANAGER

The Contract Manager assigned to this program:
Natalie Still
12801 Crossroads Parkway S. Ste 200
City of Industry, CA 91746
(562) 222-7823
nstill@phfe.org

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Board Meeting: January 11, 2016

INDEPENDENT CONTRACTORS

Jennifer Walsvick

Attachment A – Independent Contractor Agreement

Attachment B – Proposal/Scope of Work

Attachment C - Biography

Service: Consultant services to provide mental health education, service coordination, record keeping/documentation to ensure compliance with the Early Head Start (EHS) standards for RSCCD Child Development Services. Provide supervision and field instruction to Master of Social Work (MSW) student interns assigned to (EHS) at the rate of \$50.00 per hour.

Date(s) of Service: January 12, 2016 through December 31, 2016

Fee: \$21,000.00 + \$1,000.00 allowable expenses (workshop/training registrations and mileage reimbursement for the MSW interns)

Requested by: My Le Pham/Janneth Linnell

Funded by: Child Development Services
33-1287-692000-53329-5100

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered into this 12th of January, 2016 by and between Jennifer Walsvick, LCSW herein after referred to as INDEPENDENT CONTRACTOR and the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereafter referred to as DISTRICT.

WHEREAS the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ an INDEPENDENT CONTRACTOR specially trained to perform special services; and

WHEREAS the DISTRICT and INDEPENDENT CONTRACTOR mutually agree that the INDEPENDENT CONTRACTOR is specially qualified for and shall provide special services to the DISTRICT that no employee of the DISTRICT is qualified to perform and shall provide the following specific services:

CONSULTING SERVICES TO PROVIDE MENTAL HEALTH EDUCATION, SERVICE COORDINATION, RECORD KEEPING/DOCUMENTATION TO ENSURE COMPLIANCE WITH THE EARLY HEAD START (EHS) STANDARDS FOR RSCCD CHILD DEVELOPMENT SERVICES; PROVIDE SUPERVISION & FIELD INSTRUCTION TO MASTER OF SOCIAL WORKER STUDENT INTERNS ASSIGNED TO (EHS) PER COST PROPOSAL/SCOPE OF WORK DATED 11/18/15

WHEREAS the Governing Board has determined that the INDEPENDENT CONTRACTOR is specially trained and experienced and competent to perform the special services required, and

WHEREAS the DISTRICT under the terms of this agreement hereby agrees to pay the INDEPENDENT CONTRACTOR for services at Twenty One Thousand Dollars & No Cents (\$21,000.00) plus \$1,000.00 allowable expenses.

The contracted services are to commence on or about January 12, 2016 and to be completed on or about, but not later than December 31, 2016.

WHEREAS the INDEPENDENT CONTRACTOR in the performance of this agreement shall be and act as an INDEPENDENT CONTRACTOR providing the necessary tools and equipment and provide the Board of Trustees a final finished report and/or product within the prescribed time allocated, and

WHEREAS the INDEPENDENT CONTRACTOR shall assume all other expenses incurred in connection with the performance of this contract and the DISTRICT shall not be responsible for payment of any other expenses. The fees specified, unless otherwise indicated and agreed to, shall be the only obligation of the DISTRICT. While engaged in carrying out and complying with any of the terms and conditions of this agreement, the INDEPENDENT CONTRACTOR is not an officer, agent or employee of the DISTRICT, and

WHEREAS the INDEPENDENT CONTRACTOR shall provide worker's compensation insurance or self-insure services, and

WHEREAS the INDEPENDENT CONTRACTOR shall indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damages, or expense, of any nature whatsoever, which may be incurred by reason of:

- a) Contractor agrees to defend, indemnify, and hold harmless the Rancho Santiago Community District (District), its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising of activities of the Contractor, its subcontractors, or those of any of its officers, agents, or employees or volunteers, whether such act is authorized by this Agreement or not; and Contractor shall pay for any and all damage to the property of the District, or loss or theft of such property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on the premises. Contractor further agrees to waive all rights of subrogation against the District. The provisions of the Article do not apply to any damage or losses caused by the negligence of the District or any of its agents or employees.

WHEREAS the DISTRICT may at any time, with or without reason, terminate this AGREEMENT in whole or in part and compensate INDEPENDENT CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by INDEPENDENT CONTRACTOR and shall specify the date of termination.

WHEREAS the parties to this agreement, under penalty of perjury, certify that all of the above items are to the best of their knowledge true and correct statements.

IN WITNESS where of, said parties have executed this agreement as of the date first written above.

INDEPENDENT CONTRACTOR

RANCHO SANTIAGO
COMMUNITY COLLEGE DISTRICT

Signature

By _____

Printed Name

Peter J. Hardash
Printed Name

Title

Vice Chancellor of Business Operations/
Fiscal Services
Title

Address

City/State

Date

Date

Attachment “B”

November 18, 2015

Jennifer Walsvick, LCSW
12811 Dunas Road
Santa Ana CA 92705
(714) 926-8270

Cost Proposal for Service

This proposal for services to include but not limited to provide mental health education, service coordination, record keeping/documentation to ensure compliance with program standards. Consultant will also provide supervision and field instruction to Master of Social Work Student Interns assigned to RSCCD Early Head Start. (Please see attached Scope of Work for details.)

This work will begin on January 12, 2016 and continue through December 31, 2016 at the rate of \$50 per hour, not to exceed 420 hours (total of \$21,000).

Jennifer Walsvick

SCOPE OF WORK

Mental Health Services for RSCCD Early Head Start

SERVICES: *These consultant services may include, but not be limited to:*

Assist in meeting the Early Head Start Performance Standards by providing mental health education, mental health consults with families, and EHS activity programming for Santa Ana College Early Childhood Education Center (SAC) and home visits as needed and/or requested by referrals.

As referrals are provided by SAC and EHS partners such as RSCCD Home-base, and SAC; provide mental health education for families and their children and input data into Child Plus and medical records for families.

Coordinate with EHS to provide parent/family and staff mental health education workshops/meetings on topics such as: domestic abuse, child abuse reporting, stress management, health and more.

Assist in the coordination of mental health services between the community partners, center-based, and home-based components of the program as needed.

Assist all partners to problem solve difficulties that may arise related to mental health services and delivery.

Review and monitor documentation and record-keeping practices to assure compliance with Head Start Performance Standards. Propose any additions or revisions needed.

Assist in finding mental health services resources for program and individual children enrolled in Early Head Start as needed.

Serve as a resource to staff for enrolled children with special needs (as applicable to mental health needs).

Coordinate the provision of required mental health screenings and other activities within the required Early Head Start time constraints.

Participate on a regular basis at 1) case management consultation meetings; 2) Service Area Plan meetings; 3) Home-Based socializations; and 4) any other meetings designed to assist in meeting the Head Start Performance Standards.

Input and monitor documentation and timelines for all enrolled children using the Child Plus data system.

Communicate with staff via meetings/emails/phone calls and report preparation pertaining to EHS services and activities as directed by RSCCD Director.

Providing supervised support and guidance on the child development site regarding child/family referrals and services

Ensuring that the provision of quality Family Services are maintained through intern training, evaluation, and guidance in conjunction with the CDS executive director.

Provide reimbursements to interns for pertinent trainings and mileage for services related to EHS approved activities.

Rate of **\$50** per hour, not to exceed 420 hours (\$21,000) from **January 12, 2016** through **December 31, 2016**.

Attachment “C”

Jennifer Walsvick, LCSW

714-926-8270

jensmsw@yahoo.com

Biography

Jennifer has over 15 years' experience working with children and families here in Orange County. After completing a Bachelors of Psychology from the University of California Irvine, she went on to earn a Master's Degree in Social Work from the University of Southern California. Jennifer spent nearly ten years working in a large government child welfare agency where she provided case management, emergency response investigations, forensic interviewing of victims of crime and served as a Court Officer to Dependency Court. In 2004, Jennifer obtained her License in Clinical Social Work from the state of California. Most recently, she has worked as a Mental Health Consultant for the Rancho Santiago Community College District Early Head Start Program where she offers numerous services to bridge the gap between the barriers and needs of the families served.

Over the last 10 years, Jennifer has also provided clinical supervision for Masters in Social Work students in their internship. She has worked with the University of Southern California, California State University of Fullerton and California State University of Long Beach as a clinical field instructor and has received awards for her long partnership.

Jennifer's philosophy is that each individual has intrinsic value and importance. Her solution-focused and evidence based therapeutic interventions have helped numerous clients and students in their journey to a more fulfilling and productive life.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: January 11, 2016
Re: Approval of Resource Development Item	
Action: Request for Approval	

ANALYSIS

Items for the following categorical programs have been developed:

	<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
1.	Student Equity (SAC & SCC) Annual allocation from the California Community Colleges Chancellor's Office to study and improve student success outcomes by focusing on eliminating or reducing success and achievement gaps that exist among different groups of students by ethnicity, low-income, foster youth, veterans, age, or disability status, and more. (15/16). <i>No match required.</i>	10/20/2015	\$3,177,645
	SAC Student Equity		\$2,381,713
	SCC Student Equity		\$795,932

RECOMMENDATION

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

Fiscal Impact: \$3,177,645.00	Board Date: January 11, 2016
Item Prepared by: Maria Gil, Resource Development Coordinator	
Item Submitted by: Enrique Perez, J.D., Assistant Vice Chancellor, Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

SPECIAL PROJECT DETAILED BUDGET #2549
NAME: STUDENT EQUITY - SANTA ANA COLLEGE
FISCAL YEAR: 2015/16

CONTRACT PERIOD: 07/01/2015 - 06/30/2016

PROJ ADM: Sara Lundquist

SAC Allocations: **\$2,381,713**

PROJ DIR: George Sweeney

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: Rancho Santiago CCD

Date: 12/14/15

Prime Award No.: N/A

GL Accounts	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2549-00000-10000-8629	Other Gen Categorical Apport : Santa Ana Coll		2,381,713		2,381,713		
15052 Honors Program						-	-
12-2549-499900-15052-2420	Inst Assistant - Hourly : Honors Program - Honors Program Assistants (\$1,883.24)	-		1,883		1,883	
12-2549-499900-15052-3321	Medicare - Instructional : Honors Program	-		27		27	
12-2549-499900-15052-3331	PARS - Instructional : Honors Program	-		24		24	
12-2549-499900-15052-3431	H & W - Retiree Fund Inst : Honors Program	-		19		19	
12-2549-499900-15052-3511	SUI - Instructional : Honors Program	-		1		1	
12-2549-499900-15052-3611	WCI - Instructional : Honors Program	-		45		45	
12-2549-649000-15052-1483	Beyond Contr - Reassigned Time : Honors Progr - UMOJA Program	1,318		1,730		412	
12-2549-649000-15052-3115	STRS - Non-Instructional : Honors Program	117		186		69	
12-2549-649000-15052-3325	Medicare - Non-Instructional : Honors Program	19		25		6	
12-2549-649000-15052-3435	H & W - Retiree Fund Non-Inst : Honors Progra	13		17		4	
12-2549-649000-15052-3515	SUI - Non-Instructional : Honors Program	1		1		-	-
12-2549-649000-15052-3615	WCI - Non-Instructional : Honors Program	32		42		10	
12-2549-649000-15052-4610	Non-Instructional Supplies : Honors Program - UMOJA Materials \$1,000 - Material-Barrio Writers \$900	-		1,900		1,900	
12-2549-649000-15052-4710	Food and Food Service Supplies : Honors Progr - UMOJA Hospitality \$750 - Hospitality-Barrio Writers \$900	-		1,650		1,650	
12-2549-649000-15052-5905	Other Participant Travel Exp : Honors Program - UMOJA Conference \$2,000			2,000		2,000	

5.1 (2)

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PROJ ADM: Sara Lundquist

SAC Allocations: **\$2,381,713**

PROJ DIR: George Sweeney

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: Rancho Santiago CCD

Date: 12/14/15

Prime Award No.: N/A

GL Accounts	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
15054 Distance Education						-	-
12-2549-675000-15054-1480	Part-Time Reassigned Time : Distance Educatio - OER Stipends from \$12,972.41 on 1483 on plan	7,586		7,586		-	-
12-2549-675000-15054-1483	Beyond Contr - Reassigned Time : Distance Edu - OER Stipends \$12,972.41	3,789		5,386		1,597	
12-2549-675000-15054-3115	STRS - Non-Instructional : Distance Education	1,046		1,391		345	
12-2549-675000-15054-3325	Medicare - Non-Instructional : Distance Educa	171		188		17	
12-2549-675000-15054-3435	H & W - Retiree Fund Non-Inst : Distance Educ	118		130		12	
12-2549-675000-15054-3515	SUI - Non-Instructional : Distance Education	6		7		1	
12-2549-675000-15054-3615	WCI - Non-Instructional : Distance Education	283		311		28	
15310 Counseling						-	-
12-2549-631000-15310-1230	Contract Counselors : Counseling - Haydee Gonzalez (50%) \$31,833 - Michelle Macintyre (40%) \$38,872	70,705		70,705		-	-
12-2549-631000-15310-2130	Classified Employees : Counseling - Joshua Dorman (100%) \$59,830 - Stud. Serv. Coord. (50%) (Student 4 Students, Peer Mentor) \$17,268	59,830		77,098		17,268	
12-2549-631000-15310-3115	STRS - Non-Instructional : Counseling	7,587		7,587		-	-
12-2549-631000-15310-3215	PERS - Non-Instructional : Counseling	7,088		9,134		2,046	
12-2549-631000-15310-3315	OASDHI - Non-Instructional : Counseling	3,793		4,888		1,095	
12-2549-631000-15310-3325	Medicare - Non-Instructional : Counseling	1,929		2,185		256	
12-2549-631000-15310-3415	H & W - Non-Instructional : Counseling	23,189		30,670		7,481	
12-2549-631000-15310-3435	H & W - Retiree Fund Non-Inst : Counseling	1,330		1,507		177	
12-2549-631000-15310-3515	SUI - Non-Instructional : Counseling	67		76		9	

5.1 (3)

SPECIAL PROJECT DETAILED BUDGET #2549
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SAC Allocations: **\$2,381,713**

PROJ DIR: George Sweeney

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: Rancho Santiago CCD

Date: 12/14/15

Prime Award No.: N/A

GL Accounts	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2549-631000-15310-3615	WCI - Non-Instructional : Counseling	3,192		3,616		424	
12-2549-631000-15310-3915	Other Benefits - Non-Instruct : Counseling	2,475		2,869		394	
12-2549-631000-15310-4610	Non-Instructional Supplies : Counseling - Freshman Experience - New Student Orientation \$250 - Student Career Transfer Conference \$975	-		1,225		1,225	
12-2549-631000-15310-4710	Food and Food Service Supplies : Counseling - Freshman Experience Hospitality \$1,500 - Student Career Transfer Conf. Hospitality \$300	-		1,800		1,800	
12-2549-649000-15310-2130	Classified Employees : Counseling - Kalonji Saterfield (25%)	17,563		17,563		-	-
12-2549-649000-15310-3215	PERS - Non-Instructional : Counseling	2,081		2,081		-	-
12-2549-649000-15310-3315	OASDHI - Non-Instructional : Counseling	1,110		1,110		-	-
12-2549-649000-15310-3325	Medicare - Non-Instructional : Counseling	260		260		-	-
12-2549-649000-15310-3415	H & W - Non-Instructional : Counseling	1,829		1,828			1
12-2549-649000-15310-3435	H & W - Retiree Fund Non-Inst : Counseling	179		179		-	-
12-2549-649000-15310-3515	SUI - Non-Instructional : Counseling	9		9		-	-
12-2549-649000-15310-3615	WCI - Non-Instructional : Counseling	430		430		-	-
12-2549-649000-15310-3915	Other Benefits - Non-Instruct : Counseling	338		338		-	-
12-2549-675000-15310-1480	Part-Time Reassigned Time : Counseling	3,045		-			3,045
12-2549-675000-15310-1483	Beyond Contr - Reassigned Time : Counseling	1,569		-			1,569
12-2549-675000-15310-3115	STRS - Non-Instructional : Counseling	410		-			410
12-2549-675000-15310-3325	Medicare - Non-Instructional : Counseling	67		-			67
12-2549-675000-15310-3435	H & W - Retiree Fund Non-Inst : Counseling	67		-			67
12-2549-675000-15310-3515	SUI - Non-Instructional : Counseling	2		-			2

5.1 (4)

SPECIAL PROJECT DETAILED BUDGET #2549
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FISCAL YEAR: 2015/16

CONTRACT PERIOD: 07/01/2015 - 06/30/2016

PROJ ADM: Sara Lundquist

SAC Allocations: **\$2,381,713**

PROJ DIR: George Sweeney

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: Rancho Santiago CCD

Date: 12/14/15

Prime Award No.: N/A

GL Accounts	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2549-675000-15310-3615	WCI - Non-Instructional : Counseling	111		-			111
12-2549-675000-15310-5210	Conference Expenses : Counseling	1,500		-			1,500
12-2549-732000-15310-7670	Other Exp Paid for Students : Counseling - Freshman Experience Cultural Event \$1,850	-		1,850		1,850	
15340 MESA						-	-
12-2549-649000-15340-4210	Books, Mags & Subscrip-Non-Lib : MESA - Don Bookstore \$20,740.37 (Books & Supplies) PO#36873	20,741		-			20,741
12-2549-649000-15340-5905	Other Participant Travel Exp : MESA - MESA Trips \$7,000 from \$18,778 under 5210 on Plan - MESA Leadership Conference Student \$5,000 - MESA Trips & Conferences Student \$11,778 - Iris Molina Reimb. UCD Conference \$100.54	7,000		23,778		16,778	
12-2549-675000-15340-1483	Beyond Contr - Reassigned Time : MESA - Student Research Presentations \$6,918.62	-		6,919		6,919	
12-2549-675000-15340-3115	STRS - Non-Instructional : MESA	-		742		742	
12-2549-675000-15340-3325	Medicare - Non-Instructional : MESA	-		100		100	
12-2549-675000-15340-3435	H & W - Retiree Fund Non-Inst : MESA	-		69		69	
12-2549-675000-15340-3515	SUI - Non-Instructional : MESA	-		4		4	
12-2549-675000-15340-3615	WCI - Non-Instructional : MESA	-		166		166	
12-2549-675000-15340-5210	Conference Expenses : MESA - MESA Leadership Conference Faculty \$2,000	3,000		2,000			1,000
15350 Transfer Center						-	-
12-2549-631000-15350-1430	Part-Time Counselors : Transfer Center	879		-			879
12-2549-631000-15350-3115	STRS - Non-Instructional : Transfer Center	78		-			78
12-2549-631000-15350-3325	Medicare - Non-Instructional : Transfer Cente	13		-			13

5.1 (5)

SPECIAL PROJECT DETAILED BUDGET #2549
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SAC Allocations: **\$2,381,713**

PROJ DIR: George Sweeney

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: Rancho Santiago CCD

Date: 12/14/15

Prime Award No.: N/A

GL Accounts	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2549-631000-15350-3435	H & W - Retiree Fund Non-Inst : Transfer Cent	9		-			9
12-2549-631000-15350-3615	WCI - Non-Instructional : Transfer Center	21		-			21
12-2549-633000-15350-1434	Int/Sum Beyond Contr-Counselor : Transfer Cen - Paula Canzona - Dennis Gilmour - Reina Sanabria	2,520		2,520		-	-
12-2549-633000-15350-1483	Beyond Contr - Reassigned Time : Transfer Cen - Presentation Mentors	-		2,162		2,162	
12-2549-633000-15350-2130	Classified Employees : Transfer Center - TC Specialist Mentor Program (100%) - Student Services Coordinator Mentor Prog.	28,000		62,535		34,535	
12-2549-633000-15350-2320	Classified Employees - Hourly : Transfer Cent - Gerardo Contreras - Basti Lopez De La Luz - Diana Ramirez	2,997		26,070		23,073	
12-2549-633000-15350-2340	Student Assistants - Hourly : Transfer Center - Transfer Mentors	-		24,180		24,180	
12-2549-633000-15350-3115	STRS - Non-Instructional : Transfer Center	270		502		232	
12-2549-633000-15350-3215	PERS - Non-Instructional : Transfer Center	3,317		7,408		4,091	
12-2549-633000-15350-3315	OASDHI - Non-Instructional : Transfer Center	1,785		3,975		2,190	
12-2549-633000-15350-3325	Medicare - Non-Instructional : Transfer Cente	497		1,375		878	
12-2549-633000-15350-3335	PARS - Non-Instructional : Transfer Center	39		339		300	
12-2549-633000-15350-3415	H & W - Non-Instructional : Transfer Center	14,597		29,561		14,964	
12-2549-633000-15350-3435	H & W - Retiree Fund Non-Inst : Transfer Cent	343		1,191		848	
12-2549-633000-15350-3515	SUI - Non-Instructional : Transfer Center	16		47		31	

(6) 5.1

SPECIAL PROJECT DETAILED BUDGET #2549
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Fiscal Agent: Rancho Santiago CCD

Date: 12/14/15

Prime Award No.: N/A

GL Accounts	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2549-633000-15350-3615	WCI - Non-Instructional : Transfer Center	823		2,857		2,034	
12-2549-633000-15350-3915	Other Benefits - Non-Instruct : Transfer Cent	788		1,576		788	
12-2549-633000-15350-4610	Non-Instructional Supplies : Transfer Center - Transfer Mentors Supplies & Uniforms \$2,000	-		2,000		2,000	
12-2549-633000-15350-4710	Food and Food Service Supplies : Transfer Cen	1,625		-			1,625
12-2549-633000-15350-5100	Contracted Services : Transfer Center - SSTI \$30,000	6,875		30,000		23,125	
12-2549-633000-15350-5905	Other Participant Travel Exp : Transfer Center - Other Trips & Activities for Transfer \$18,325	-		18,325		18,325	
12-2549-633000-15350-5966	Transportation - Student : Transfer Center - Northern Trips	20,000		20,000		-	-
12-2549-649000-15350-4210	Books, Mags & Subscrip-Non-Lib : Transfer Cen	5,000		-			5,000
15620 English				-		-	-
12-2549-649000-15620-4710	Food and Food Service Supplies : English - English Acceleration \$1,000	-		1,000		1,000	
15635 Learning Support Center						-	-
12-2549-170100-15635-2420	Inst Assistant - Hourly : Learning Support Ce	971		-			971
12-2549-170100-15635-3211	PERS - Instructional : Learning Support Cente	35		-			35
12-2549-170100-15635-3311	OASDHI - Instructional : Learning Support Cen	19		-			19
12-2549-170100-15635-3321	Medicare - Instructional : Learning Support C	319		-			319
12-2549-170100-15635-3331	PARS - Instructional : Learning Support Cente	286		-			286
12-2549-170100-15635-3431	H & W - Retiree Fund Inst : Learning Support	220		-			220
12-2549-170100-15635-3511	SUI - Instructional : Learning Support Center	10		-			10
12-2549-170100-15635-3611	WCI - Instructional : Learning Support Center	527		-			527

5.1 (7)

SPECIAL PROJECT DETAILED BUDGET #2549
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Fiscal Agent: Rancho Santiago CCD

Date: 12/14/15

Prime Award No.: N/A

GL Accounts	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2549-170200-15635-2420	Inst Assistant - Hourly : Learning Support Ce	7,273		-			7,273
12-2549-170200-15635-3321	Medicare - Instructional : Learning Support C	307		-			307
12-2549-170200-15635-3331	PARS - Instructional : Learning Support Cente	275		-			275
12-2549-170200-15635-3431	H & W - Retiree Fund Inst : Learning Support	212		-			212
12-2549-170200-15635-3511	SUI - Instructional : Learning Support Center	11		-			11
12-2549-170200-15635-3611	WCI - Instructional : Learning Support Center	508		-			508
12-2549-190500-15635-2420	Inst Assistant - Hourly : Learning Support Ce	21,371		-			21,371
12-2549-190500-15635-3321	Medicare - Instructional : Learning Support C	313		-			313
12-2549-190500-15635-3331	PARS - Instructional : Learning Support Cente	271		-			271
12-2549-190500-15635-3431	H & W - Retiree Fund Inst : Learning Support	220		-			220
12-2549-190500-15635-3511	SUI - Instructional : Learning Support Center	10		-			10
12-2549-190500-15635-3611	WCI - Instructional : Learning Support Center	527		-			527
12-2549-490200-15635-2420	Inst Assistant - Hourly : Learning Support Ce	21,971		-			21,971
12-2549-490200-15635-3321	Medicare - Instructional : Learning Support C	319		-			319
12-2549-490200-15635-3331	PARS - Instructional : Learning Support Cente	286		-			286
12-2549-490200-15635-3431	H & W - Retiree Fund Inst : Learning Support	220		-			220
12-2549-490200-15635-3511	SUI - Instructional : Learning Support Center	10		-			10
12-2549-490200-15635-3611	WCI - Instructional : Learning Support Center	527		-			527
12-2549-493000-15635-2420	Inst Assistant - Hourly : Learning Support Ce Learning Center Generic Account - Instructional Aides, Learning Facilitators & Tutors	-		98,694		98,694	
12-2549-493000-15635-3321	Medicare - Instructional : Learning Support C	-		1,283		1,283	
12-2549-493000-15635-3331	PARS - Instructional : Learning Support Cente	-		1,431		1,431	
12-2549-493000-15635-3431	H & W - Retiree Fund Inst : Learning Support	-		987		987	

5.1 (8)

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Date: 12/14/15

Prime Award No.: N/A

GL Accounts	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2549-493000-15635-3511	SUI - Instructional : Learning Support Center	-		49		49	
12-2549-493000-15635-3611	WCI - Instructional : Learning Support Center	-		2,369		2,369	
12-2549-611000-15635-1250	Contract Coordinator : Learning Support Cente <i>- Kathy Walczak</i>	21,436		21,436		-	-
12-2549-611000-15635-2320	Classified Employees - Hourly : Learning Supp <i>- Cora Lambing \$8,651.76</i>	-		8,652		8,652	
12-2549-611000-15635-3215	PERS - Non-Instructional : Learning Support C	2,540		2,540		-	-
12-2549-611000-15635-3315	OASDHI - Non-Instructional : Learning Support	1,348		1,348		-	-
12-2549-611000-15635-3325	Medicare - Non-Instructional : Learning Suppo	315		440		125	
12-2549-611000-15635-3335	PARS - Non-Instructional : Learning Support C	-		112		112	
12-2549-611000-15635-3415	H & W - Non-Instructional : Learning Support	5,775		5,775		-	-
12-2549-611000-15635-3435	H & W - Retiree Fund Non-Inst : Learning Supp	217		303		86	
12-2549-611000-15635-3515	SUI - Non-Instructional : Learning Support Ce	11		15		4	
12-2549-611000-15635-3615	WCI - Non-Instructional : Learning Support Ce	522		730		208	
12-2549-611000-15635-3915	Other Benefits - Non-Instruct : Learning Supp	313		313		-	-
12-2549-649000-15635-1252	Contract Extension-Coordinator : Learning Sup <i>- Kathy Walczak</i>	11,147		11,147		-	-
12-2549-649000-15635-3315	OASDHI - Non-Instructional : Learning Support	691		691		-	-
12-2549-649000-15635-3325	Medicare - Non-Instructional : Learning Suppo	162		162		-	-
12-2549-649000-15635-3435	H & W - Retiree Fund Non-Inst : Learning Supp	112		112		-	-
12-2549-649000-15635-3515	SUI - Non-Instructional : Learning Support Ce	6		6		-	-
12-2549-649000-15635-3615	WCI - Non-Instructional : Learning Support Ce	268		268		-	-

5.1 (9)

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Prime Award No.: N/A

GL Accounts	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
15716 Fire Technology						-	-
12-2549-732000-15716-7670	Other Exp Paid for Students : Fire Technology - Fire Tech Transfer Trip \$10,000	-		10,000		10,000	
15756 Welding						-	-
12-2549-095650-15756-2420	Inst Assistant - Hourly : Welding - Instructional Aides - Welding \$4,708.10	-		4,708		4,708	
12-2549-095650-15756-3321	Medicare - Instructional : Welding	-		68		68	
12-2549-095650-15756-3331	PARS - Instructional : Welding	-		61		61	
12-2549-095650-15756-3431	H & W - Retiree Fund Inst : Welding	-		47		47	
12-2549-095650-15756-3511	SUI - Instructional : Welding	-		2		2	
12-2549-095650-15756-3611	WCI - Instructional : Welding	-		113		113	
16201 Mathematics						-	-
12-2549-170200-16201-2420	Inst Assistant - Hourly : Mathematics - Math Jam Instructional Assistants \$2,354.05	-		2,354		2,354	
12-2549-170200-16201-3321	Medicare - Instructional : Mathematics	-		34		34	
12-2549-170200-16201-3331	PARS - Instructional : Mathematics	-		31		31	
12-2549-170200-16201-3431	H & W - Retiree Fund Inst : Mathematics	-		24		24	
12-2549-170200-16201-3511	SUI - Instructional : Mathematics	-		1		1	
12-2549-170200-16201-3611	WCI - Instructional : Mathematics	-		57		57	
12-2549-170200-16201-4310	Instructional Supplies : Mathematics	380		-			380
12-2549-649000-16201-1280	Contract - Reassigned Time : Mathematics - Lynn Marecek (40%) 6 LHE - Caren McClure (26.7%) 4 LHE - Lisa McKowan-Bourguignon (26.7%) 4 LHE	96,157		96,157		-	-

5.1 (10)

SPECIAL PROJECT DETAILED BUDGET #2549
NAME: STUDENT EQUITY - SANTA ANA COLLEGE
FISCAL YEAR: 2015/16

CONTRACT PERIOD: 07/01/2015 - 06/30/2016

PROJ ADM: Sara Lundquist

SAC Allocations: **\$2,381,713**

PROJ DIR: George Sweeney

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: Rancho Santiago CCD

Date: 12/14/15

Prime Award No.: N/A

GL Accounts	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2549-649000-16201-1483	Beyond Contr - Reassigned Time : Mathematics - George Sweeney (13.3%) 2 LHE - Mike Everett (13.3%) 2 LHE	4,348		10,537		6,189	
12-2549-649000-16201-2340	Student Assistants - Hourly : Mathematics - Redesign Student Assistants \$69,632.50	-		69,633		69,633	
12-2549-649000-16201-3115	STRS - Non-Instructional : Mathematics	10,785		11,448		663	
12-2549-649000-16201-3325	Medicare - Non-Instructional : Mathematics	1,473		1,563		90	
12-2549-649000-16201-3415	H & W - Non-Instructional : Mathematics	22,504		22,504		-	-
12-2549-649000-16201-3435	H & W - Retiree Fund Non-Inst : Mathematics	1,017		1,774		757	
12-2549-649000-16201-3515	SUI - Non-Instructional : Mathematics	51		54		3	
12-2549-649000-16201-3615	WCI - Non-Instructional : Mathematics	2,440		4,260		1,820	
12-2549-649000-16201-3915	Other Benefits - Non-Instruct : Mathematics	1,168		1,168		-	-
12-2549-675000-16201-1480	Part-Time Reassigned Time : Mathematics - Math Redesign Training Stipends	7,000		6,486			514
12-2549-675000-16201-1483	Beyond Contr - Reassigned Time : Mathematics - Math Jam Faculty Stipends \$2,162.07	3,986		2,162			1,824
12-2549-675000-16201-3115	STRS - Non-Instructional : Mathematics	976		928			48
12-2549-675000-16201-3325	Medicare - Non-Instructional : Mathematics	159		125			34
12-2549-675000-16201-3435	H & W - Retiree Fund Non-Inst : Mathematics	110		86			24
12-2549-675000-16201-3515	SUI - Non-Instructional : Mathematics	5		4			1
12-2549-675000-16201-3615	WCI - Non-Instructional : Mathematics	264		208			56

5.1 (11)

SPECIAL PROJECT DETAILED BUDGET #2549
NAME: STUDENT EQUITY - SANTA ANA COLLEGE
FISCAL YEAR: 2015/16

CONTRACT PERIOD: 07/01/2015 - 06/30/2016

PROJ ADM: Sara Lundquist

SAC Allocations: **\$2,381,713**

PROJ DIR: George Sweeney

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: Rancho Santiago CCD

Date: 12/14/15

Prime Award No.: N/A

GL Accounts	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
16202 Math Study Center						-	-
12-2549-170200-16202-2420	Inst Assistant - Hourly : Math Study Center - Instructional Assistants, Math Ctr. \$25,797 - IAs, Math Ctr. \$40,117 - Guadalupe Merino Campos - Juan Saavedra - Thi Ho - Pablo Gomez	1,696		65,914		64,218	
12-2549-170200-16202-3321	Medicare - Instructional : Math Study Center	25		955		930	
12-2549-170200-16202-3331	PARS - Instructional : Math Study Center	22		857		835	
12-2549-170200-16202-3431	H & W - Retiree Fund Inst : Math Study Center	17		659		642	
12-2549-170200-16202-3511	SUI - Instructional : Math Study Center	1		33		32	
12-2549-170200-16202-3611	WCI - Instructional : Math Study Center	41		1,582		1,541	
17100 Administrative Services Office						-	-
12-2549-679000-17100-2130	Classified Employees : Administrative Service	(13,330)		-		13,330	
12-2549-679000-17100-2310	Classified Employees - Ongoing : Administrati	(9,656)		-		9,656	
12-2549-679000-17100-2320	Classified Employees - Hourly : Administrativ	(2,772)		-		2,772	
12-2549-679000-17100-3215	PERS - Non-Instructional : Administrative Ser	(3,032)		-		3,032	
12-2549-679000-17100-3315	OASDHI - Non-Instructional : Administrative S	(1,614)		-		1,614	
12-2549-679000-17100-3325	Medicare - Non-Instructional : Administrative	(377)		-		377	
12-2549-679000-17100-3415	H & W - Non-Instructional : Administrative Se	(4,268)		-		4,268	
12-2549-679000-17100-3435	H & W - Retiree Fund Non-Inst : Administrativ	(260)		-		260	
12-2549-679000-17100-3515	SUI - Non-Instructional : Administrative Serv	(13)		-		13	
12-2549-679000-17100-3615	WCI - Non-Instructional : Administrative Serv	(624)		-		624	
12-2549-679000-17100-3915	Other Benefits - Non-Instruct : Administrativ	(270)		-		270	

5.1 (12)

SPECIAL PROJECT DETAILED BUDGET #2549
NAME: STUDENT EQUITY - SANTA ANA COLLEGE
FISCAL YEAR: 2015/16

CONTRACT PERIOD: 07/01/2015 - 06/30/2016

PROJ ADM: Sara Lundquist

SAC Allocations: **\$2,381,713**

PROJ DIR: George Sweeney

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: Rancho Santiago CCD

Date: 12/14/15

Prime Award No.: N/A

GL Accounts	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
18100 Continuing Education Division						-	-
12-2549-631000-18100-1430	Part-Time Counselors : Continuing Education D	3,100		-			3,100
12-2549-631000-18100-1433	Beyond Contract - Counselors : Continuing Edu	1,294		-			1,294
12-2549-631000-18100-1434	Int/Sum Beyond Contr-Counselor : Continuing E	1,000		-			1,000
12-2549-631000-18100-1435	Int/Sum - Counselors,Part-Time : Continuing E	1,549		-			1,549
12-2549-631000-18100-3115	STRS - Non-Instructional : Continuing Educati	617		-			617
12-2549-631000-18100-3325	Medicare - Non-Instructional : Continuing Edu	101		-			101
12-2549-631000-18100-3435	H & W - Retiree Fund Non-Inst : Continuing Ed	69		-			69
12-2549-631000-18100-3515	SUI - Non-Instructional : Continuing Educatio	5		-			5
12-2549-631000-18100-3615	WCI - Non-Instructional : Continuing Educatio	166		-			166
12-2549-649000-18100-1480	Part-Time Reassigned Time : Continuing Educat - CEC Student Equity Coordinator \$25,080 - CEC Data Facilitator \$3,459.11 - CEC Equity Based Professional Dev. \$8,648.77	-		37,188		37,188	
12-2549-649000-18100-3115	STRS - Non-Instructional : Continuing Educati	-		3,990		3,990	
12-2549-649000-18100-3325	Medicare - Non-Instructional : Continuing Edu	-		539		539	
12-2549-649000-18100-3435	H & W - Retiree Fund Non-Inst : Continuing Ed	-		372		372	
12-2549-649000-18100-3515	SUI - Non-Instructional : Continuing Educatio	-		19		19	
12-2549-649000-18100-3615	WCI - Non-Instructional : Continuing Educatio	-		893		893	
12-2549-649000-18100-4610	Non-Instructional Supplies : Continuing Educa	200		-			200
12-2549-649000-18100-4710	Food and Food Service Supplies : Continuing E	800		-			800
12-2549-649000-18100-5966	Transportation - Student : Continuing Educati	1,000		-			1,000
12-2549-675000-18100-1480	Part-Time Reassigned Time : Continuing Educat	580		-			580
12-2549-675000-18100-1483	Beyond Contr - Reassigned Time : Continuing E	299		-			299

5.1 (13)

SPECIAL PROJECT DETAILED BUDGET #2549
NAME: STUDENT EQUITY - SANTA ANA COLLEGE
FISCAL YEAR: 2015/16

CONTRACT PERIOD: 07/01/2015 - 06/30/2016

PROJ ADM: Sara Lundquist

SAC Allocations: **\$2,381,713**

PROJ DIR: George Sweeney

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: Rancho Santiago CCD

Date: 12/14/15

Prime Award No.: N/A

GL Accounts	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2549-675000-18100-3115	STRS - Non-Instructional : Continuing Educati	79		-			79
12-2549-675000-18100-3325	Medicare - Non-Instructional : Continuing Edu	12		-			12
12-2549-675000-18100-3435	H & W - Retiree Fund Non-Inst : Continuing Ed	9		-			9
12-2549-675000-18100-3615	WCI - Non-Instructional : Continuing Educatio	21		-			21
19100 Student Services Office						-	-
12-2549-649000-19100-1250	Contract Coordinator : Student Services Offic - George Sweeney (100%) \$93,835	93,835		93,835		-	-
12-2549-649000-19100-2110	Classified Management : Student Services Offi - Project Manager (50%) \$32,413 - Director, College Research (50%) \$30,118	62,531		35,732			26,799
12-2549-649000-19100-2130	Classified Employees : Student Services Offic - Marisol Sanchez (65%) - Ana Diaz (50%) - Support Services Assistant	144,715		68,593			76,122
12-2549-649000-19100-2320	Classified Employees - Hourly : Student Servi - Hoa Diep \$19,774.01	-		19,774		19,774	
12-2549-649000-19100-3115	STRS - Non-Instructional : Student Services O	10,068		10,068		-	-
12-2549-649000-19100-3215	PERS - Non-Instructional : Student Services O	24,552		12,359			12,193
12-2549-649000-19100-3315	OASDHI - Non-Instructional : Student Services	13,092		6,599			6,493
12-2549-649000-19100-3325	Medicare - Non-Instructional : Student Servic	4,441		3,211			1,230
12-2549-649000-19100-3335	PARS - Non-Instructional : Student Services O	-		258		258	
12-2549-649000-19100-3415	H & W - Non-Instructional : Student Services	86,402		52,382			34,020
12-2549-649000-19100-3435	H & W - Retiree Fund Non-Inst : Student Servi	3,062		2,213			849
12-2549-649000-19100-3515	SUI - Non-Instructional : Student Services Of	153		111			42
12-2549-649000-19100-3615	WCI - Non-Instructional : Student Services Of	7,350		5,311			2,039

5.1 (14)

SPECIAL PROJECT DETAILED BUDGET #2549
NAME: STUDENT EQUITY - SANTA ANA COLLEGE
FISCAL YEAR: 2015/16

CONTRACT PERIOD: 07/01/2015 - 06/30/2016

PROJ ADM: Sara Lundquist

SAC Allocations: **\$2,381,713**

PROJ DIR: George Sweeney

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: Rancho Santiago CCD

Date: 12/14/15

Prime Award No.: N/A

GL Accounts	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2549-649000-19100-3915	Other Benefits - Non-Instruct : Student Servi	5,167		3,367			1,800
12-2549-649000-19100-4210	Books, Mags & Subscrip-Non-Lib : Student Serv	2,000		-			2,000
12-2549-649000-19100-4610	Non-Instructional Supplies : Student Services - Equity Materials & Supplies \$2,000	-		2,000		2,000	
12-2549-649000-19100-4710	Food and Food Service Supplies : Student Serv - Equity Hospitality \$1,500	5,000		1,500			3,500
12-2549-649000-19100-5100	Contracted Services : Student Services Office - Equity Conference & Coordination \$3,000	-		3,000		3,000	
12-2549-649000-19100-5300	Inst Dues & Memberships : Student Services Of	350		-			350
12-2549-649000-19100-5800	Advertising : Student Services Office - Pandora Media Inc. \$21,008.03	36,472		36,472		-	-
12-2549-649000-19100-5905	Other Participant Travel Exp : Student Servic	2,000		-			2,000
12-2549-649000-19100-5940	Reproduction/Printing Expenses : Student Serv - Fontis Solutions \$1,277.60	13,528		13,528		-	-
12-2549-649000-19100-5999	Special Project Holding Acct : Student Servic - Planning & Entrepreneurial Fund \$20,000; 1483 - EMLS & Non-Credit ESL Curr.Dev. \$6,000; 1483 - Planning & Entrepreneurial Hospitality \$10,500; 4710 - EMLS & Non-Credit ESL Curr.Dev. \$1,500; 4710 - Student Salaries from NonFix \$119,775; 2340/2420	522,632		157,781			364,851
12-2549-675000-19100-1250	Contract Coordinator : Student Services Offic - Mary Huebsch (100%)	108,482		108,482		-	-

5.1 (15)

SPECIAL PROJECT DETAILED BUDGET #2549
NAME: STUDENT EQUITY - SANTA ANA COLLEGE
FISCAL YEAR: 2015/16

CONTRACT PERIOD: 07/01/2015 - 06/30/2016

PROJ ADM: Sara Lundquist

SAC Allocations: **\$2,381,713**

PROJ DIR: George Sweeney

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: Rancho Santiago CCD

Date: 12/14/15

Prime Award No.: N/A

GL Accounts	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2549-675000-19100-1483	Beyond Contr - Reassigned Time : Student Serv - Professional Dev. Stipends \$1,729.65 - Crystal Jenkins 3LHE Distance Ed Online Training \$3,459.31 - Monica Porter \$50 - Annie Knight \$50 - Suzanne Freeman \$50	150		5,189		5,039	
12-2549-675000-19100-1485	Int/Sum - Reassigned Time, PT : Student Servi - Adjunct Professional Dev. Institute \$10,377.93	-		10,378		10,378	
12-2549-675000-19100-2320	Classified Employees - Hourly : Student Servi - Admin Support-Professional Dev. \$10,996.23 (Millie & Adelita)	-		10,996		10,996	
12-2549-675000-19100-3115	STRS - Non-Instructional : Student Services O	11,656		13,326		1,670	
12-2549-675000-19100-3325	Medicare - Non-Instructional : Student Servic	1,593		1,978		385	
12-2549-675000-19100-3335	PARS - Non-Instructional : Student Services O	-		143		143	
12-2549-675000-19100-3415	H & W - Non-Instructional : Student Services	23,189		23,189		-	-
12-2549-675000-19100-3435	H & W - Retiree Fund Non-Inst : Student Servi	1,099		1,364		265	
12-2549-675000-19100-3515	SUI - Non-Instructional : Student Services Of	55		68		13	
12-2549-675000-19100-3615	WCI - Non-Instructional : Student Services Of	2,637		3,275		638	
12-2549-675000-19100-3915	Other Benefits - Non-Instruct : Student Servi	1,250		1,250		-	-
12-2549-675000-19100-4210	Books, Mags & Subscrip-Non-Lib : Student Serv	6,000		-			6,000
12-2549-675000-19100-4610	Non-Instructional Supplies : Student Services - Professional Development \$500	-		500		500	
12-2549-675000-19100-4710	Food and Food Service Supplies : Student Serv - Hospitality-Professional Dev. \$1,000	-		1,000		1,000	

5.1 (16)

SPECIAL PROJECT DETAILED BUDGET #2549
NAME: STUDENT EQUITY - SANTA ANA COLLEGE
FISCAL YEAR: 2015/16

CONTRACT PERIOD: 07/01/2015 - 06/30/2016

SAC Allocations: **\$2,381,713**

PROJ ADM: Sara Lundquist

PROJ DIR: George Sweeney

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: Rancho Santiago CCD

Date: 12/14/15

Prime Award No.: N/A

GL Accounts	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2549-675000-19100-5100	Contracted Services : Student Services Office - Speaker & Consultant Fees Prof.Dev. \$10,000 - P Deegan LLC PO#35337 \$10,725	19,500		10,000			9,500
12-2549-675000-19100-5210	Conference Expenses : Student Services Office - Professional Dev. Conference Exp. \$10,000	47,500		10,000			37,500
12-2549-675000-19100-5940	Reproduction/Printing Expenses : Student Serv - Marketing Publication Professional Dev. \$1,000	-		1,000		1,000	
12-2549-675000-19100-5950	Software License and Fees : Student Services - Alteryz Inc. \$3,995 - Cleverbridge Inc. \$603	5,000		5,000		-	-
19205 A&R Office - Credit						-	-
12-2549-620000-19205-2130	Classified Employees : A&R Office - Credit - Hung Nguyen (30%) - Hang Le (30%) - Pilar Traslavina (30%) - New Stud. Support Serv. Prog. Specialist (50%/IQ Bar in Admissions Area \$12,292	77,087		68,522			8,565
12-2549-620000-19205-2340	Student Assistants - Hourly : A&R Office - Cr - Mobile Technology-Stud. Asst. \$13,539.65	-		13,540		13,540	
12-2549-620000-19205-3215	PERS - Non-Instructional : A&R Office - Credi	9,181		8,119			1,062
12-2549-620000-19205-3315	OASDHI - Non-Instructional : A&R Office - Cre	4,880		4,341			539
12-2549-620000-19205-3325	Medicare - Non-Instructional : A&R Office - C	1,141		1,015			126
12-2549-620000-19205-3415	H & W - Non-Instructional : A&R Office - Cred	19,546		18,449			1,097
12-2549-620000-19205-3435	H & W - Retiree Fund Non-Inst : A&R Office -	786		835		49	
12-2549-620000-19205-3515	SUI - Non-Instructional : A&R Office - Credit	41		36			5
12-2549-620000-19205-3615	WCI - Non-Instructional : A&R Office - Credit	1,889		2,006		117	

5.1 (17)

SPECIAL PROJECT DETAILED BUDGET #2549
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FISCAL YEAR: 2015/16

CONTRACT PERIOD: 07/01/2015 - 06/30/2016

PROJ ADM: Sara Lundquist

SAC Allocations: **\$2,381,713**

PROJ DIR: George Sweeney

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: Rancho Santiago CCD

Date: 12/14/15

Prime Award No.: N/A

GL Accounts	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2549-620000-19205-3915	Other Benefits - Non-Instruct : A&R Office -	1,620		1,496			124
19300 EOPS						-	-
12-2549-631000-19300-1430	Part-Time Counselors : EOPS	19,572		-			19,572
12-2549-631000-19300-1433	Beyond Contract - Counselors : EOPS	2,400		-			2,400
12-2549-631000-19300-1483	Beyond Contr - Reassigned Time : EOPS - EOPS-Additional Counseling	-		26,594		26,594	
12-2549-631000-19300-3115	STRS - Non-Instructional : EOPS	1,951		2,853		902	
12-2549-631000-19300-3325	Medicare - Non-Instructional : EOPS	319		386		67	
12-2549-631000-19300-3435	H & W - Retiree Fund Non-Inst : EOPS	220		266		46	
12-2549-631000-19300-3515	SUI - Non-Instructional : EOPS	11		13		2	
12-2549-631000-19300-3615	WCI - Non-Instructional : EOPS	527		638		111	
12-2549-643000-19300-2310	Classified Employees - Ongoing : EOPS - EOPS Counseling Assistant (100%) - EOPS Learning Facilitator (100%) - CalWORKs Learning Facilitator (100%)	30,551		30,551		-	-
12-2549-643000-19300-2320	Classified Employees - Hourly : EOPS	-		10,013		10,013	
12-2549-643000-19300-3215	PERS - Non-Instructional : EOPS	3,620		3,620		-	-
12-2549-643000-19300-3315	OASDHI - Non-Instructional : EOPS	1,894		1,894		-	-
12-2549-643000-19300-3325	Medicare - Non-Instructional : EOPS	443		588		145	
12-2549-643000-19300-3335	PARS - Non-Instructional : EOPS	-		130		130	
12-2549-643000-19300-3435	H & W - Retiree Fund Non-Inst : EOPS	306		406		100	
12-2549-643000-19300-3515	SUI - Non-Instructional : EOPS	15		20		5	
12-2549-643000-19300-3615	WCI - Non-Instructional : EOPS	734		974		240	

5.1 (18)

SPECIAL PROJECT DETAILED BUDGET #2549
NAME: STUDENT EQUITY - SANTA ANA COLLEGE
FISCAL YEAR: 2015/16

CONTRACT PERIOD: 07/01/2015 - 06/30/2016

PROJ ADM: Sara Lundquist

SAC Allocations: **\$2,381,713**

PROJ DIR: George Sweeney

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: Rancho Santiago CCD

Date: 12/14/15

Prime Award No.: N/A

GL Accounts	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2549-732000-19300-7670	Other Exp Paid for Students : EOPS - Increase in CalWORKs & EOPS benefits for additional students \$105,400	-		105,400		105,400	
19405 Financial Aid Office						-	-
12-2549-646000-19405-2130	Classified Employees : Financial Aid Office - Financial Aid Analyst FT (100%)	48,000		28,000			20,000
12-2549-646000-19405-3215	PERS - Non-Instructional : Financial Aid Offi	5,687		3,317			2,370
12-2549-646000-19405-3315	OASDHI - Non-Instructional : Financial Aid Of	3,060		1,736			1,324
12-2549-646000-19405-3325	Medicare - Non-Instructional : Financial Aid	716		406			310
12-2549-646000-19405-3415	H & W - Non-Instructional : Financial Aid Off	25,632		14,210			11,422
12-2549-646000-19405-3435	H & W - Retiree Fund Non-Inst : Financial Aid	494		280			214
12-2549-646000-19405-3515	SUI - Non-Instructional : Financial Aid Office	25		14			11
12-2549-646000-19405-3615	WCI - Non-Instructional : Financial Aid Office	1,184		672			512
12-2549-646000-19405-3915	Other Benefits - Non-Instruct : Financial Aid	1,350		675			675
19521 DSPS Office						-	-
12-2549-642000-19521-1430	Part-Time Counselors : DSPS Office	2,495		-			2,495
12-2549-642000-19521-1433	Beyond Contract - Counselors : DSPS Office	800		-			800
12-2549-642000-19521-1434	Int/Sum Beyond Contr-Counselor : DSPS Office	500		-			500
12-2549-642000-19521-1435	Int/Sum - Counselors,Part-Time : DSPS Office	1,040		-			1,040
12-2549-642000-19521-2320	Classified Employees - Hourly : DSPS Office	202		-			202
12-2549-642000-19521-2350	Overtime - Classified Employee : DSPS Office	204		-			204
12-2549-642000-19521-3115	STRS - Non-Instructional : DSPS Office	429		-			429
12-2549-642000-19521-3215	PERS - Non-Instructional : DSPS Office	48		-			48
12-2549-642000-19521-3315	OASDHI - Non-Instructional : DSPS Office	26		-			26

5.1 (19)

SPECIAL PROJECT DETAILED BUDGET #2549
NAME: STUDENT EQUITY - SANTA ANA COLLEGE
FISCAL YEAR: 2015/16

CONTRACT PERIOD: 07/01/2015 - 06/30/2016

PROJ ADM: Sara Lundquist

SAC Allocations: **\$2,381,713**

PROJ DIR: George Sweeney

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: Rancho Santiago CCD

Date: 12/14/15

Prime Award No.: N/A

GL Accounts	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2549-642000-19521-3325	Medicare - Non-Instructional : DSPS Office	76		-			76
12-2549-642000-19521-3435	H & W - Retiree Fund Non-Inst : DSPS Office	52		-			52
12-2549-642000-19521-3515	SUI - Non-Instructional : DSPS Office	2		-			2
12-2549-642000-19521-3615	WCI - Non-Instructional : DSPS Office	126		-			126
12-2549-642000-19521-4610	Non-Instructional Supplies : DSPS Office	143		-			143
19524 High Tech Center DSPS						-	-
12-2549-642000-19524-2310	Classified Employees - Ongoing : High Tech Ce <i>- Alt Media Specialist (100%) ongoing</i>	13,313		13,313		-	-
12-2549-642000-19524-3325	Medicare - Non-Instructional : High Tech Cent	193		193		-	-
12-2549-642000-19524-3335	PARS - Non-Instructional : High Tech Center D	180		173			7
12-2549-642000-19524-3435	H & W - Retiree Fund Non-Inst : High Tech Cen	133		133		-	-
12-2549-642000-19524-3515	SUI - Non-Instructional : High Tech Center DS	7		7		-	-
12-2549-642000-19524-3615	WCI - Non-Instructional : High Tech Center DS	320		320		-	-
19525 Learning Disabled						-	-
12-2549-642000-19525-2310	Classified Employees - Ongoing : Learning Dis <i>- DSPS Specialist (100%) ongoing</i>	12,022		10,305			1,717
12-2549-642000-19525-3325	Medicare - Non-Instructional : Learning Disab	174		149			25
12-2549-642000-19525-3335	PARS - Non-Instructional : Learning Disabled	156		134			22
12-2549-642000-19525-3435	H & W - Retiree Fund Non-Inst : Learning Disa	120		103			17
12-2549-642000-19525-3515	SUI - Non-Instructional : Learning Disabled	6		5			1
12-2549-642000-19525-3615	WCI - Non-Instructional : Learning Disabled	289		247			42
19530 Health & Wellness Center						-	-
12-2549-644000-19530-1440	Part-Time Nursing : Health & Wellness Center	203		-			203
12-2549-644000-19530-3115	STRS - Non-Instructional : Health & Wellness	22		-			22

5.1 (20)

SPECIAL PROJECT DETAILED BUDGET #2549
NAME: STUDENT EQUITY - SANTA ANA COLLEGE
FISCAL YEAR: 2015/16

CONTRACT PERIOD: 07/01/2015 - 06/30/2016

PROJ ADM: Sara Lundquist

SAC Allocations: **\$2,381,713**

PROJ DIR: George Sweeney

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: Rancho Santiago CCD

Date: 12/14/15

Prime Award No.: N/A

GL Accounts	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2549-644000-19530-3325	Medicare - Non-Instructional : Health & Welln	3		-			3
12-2549-644000-19530-3435	H & W - Retiree Fund Non-Inst : Health & Well	2		-			2
12-2549-644000-19530-3515	SUI - Non-Instructional : Health & Wellness C	1		-			1
12-2549-644000-19530-3615	WCI - Non-Instructional : Health & Wellness C	5		-			5
19550 Scholarships Office						-	-
12-2549-649000-19550-2310	Classified Employees - Ongoing : Scholarships - Student Program Specialist PT \$11,509 - Development coordinator PT 50% \$12,010	11,509		23,519		12,010	
12-2549-649000-19550-3325	Medicare - Non-Instructional : Scholarships O	167		341		174	
12-2549-649000-19550-3335	PARS - Non-Instructional : Scholarships Offic	150		306		156	
12-2549-649000-19550-3435	H & W - Retiree Fund Non-Inst : Scholarships	115		235		120	
12-2549-649000-19550-3515	SUI - Non-Instructional : Scholarships Office	6		13		7	
12-2549-649000-19550-3615	WCI - Non-Instructional : Scholarships Office	276		564		288	
12-2549-649000-19550-4610	Non-Instructional Supplies : Scholarships Off - Scholarship Software & Supplies	1,000		5,000		4,000	
19560 Student Support Services						-	-
12-2549-649000-19560-4610	Non-Instructional Supplies : Student Support - move expenditures to project 2548	3,747		-			3,747
19605 Student Affairs Office						-	-
12-2549-612000-19605-6310	Library Books : Student Affairs Office - Don Bookstore \$3,316.95 (move exp to 2548)	4,000		-			4,000

5.1 (21)

SPECIAL PROJECT DETAILED BUDGET #2549
NAME: STUDENT EQUITY - SANTA ANA COLLEGE
FISCAL YEAR: 2015/16

CONTRACT PERIOD: 07/01/2015 - 06/30/2016

PROJ ADM: Sara Lundquist

SAC Allocations: **\$2,381,713**

PROJ DIR: George Sweeney

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: Rancho Santiago CCD

Date: 12/14/15

Prime Award No.: N/A

GL Accounts	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
19615 Orientation/Coord/Training							
12-2549-499900-19615-2420	Inst Assistant - Hourly : Orientation/Coord/T - Foster Youth Tutors	-		3,157		3,157	
12-2549-499900-19615-3321	Medicare - Instructional : Orientation/Coord/	-		46		46	
12-2549-499900-19615-3331	PARS - Instructional : Orientation/Coord/Trai	-		41		41	
12-2549-499900-19615-3431	H & W - Retiree Fund Inst : Orientation/Coord	-		32		32	
12-2549-499900-19615-3511	SUI - Instructional : Orientation/Coord/Train	-		2		2	
12-2549-499900-19615-3611	WCI - Instructional : Orientation/Coord/Train	-		76		76	
12-2549-631000-19615-1430	Part-Time Counselors : Orientation/Coord/Trai	2,495		-			2,495
12-2549-631000-19615-1433	Beyond Contract - Counselors : Orientation/Co	800		-			800
12-2549-631000-19615-1434	Int/Sum Beyond Contr-Counselor : Orientation/	300		-			300
12-2549-631000-19615-1435	Int/Sum - Counselors,Part-Time : Orientation/	800		-			800
12-2549-631000-19615-3115	STRS - Non-Instructional : Orientation/Coord/	391		-			391
12-2549-631000-19615-3325	Medicare - Non-Instructional : Orientation/Co	64		-			64
12-2549-631000-19615-3435	H & W - Retiree Fund Non-Inst : Orientation/C	44		-			44
12-2549-631000-19615-3515	SUI - Non-Instructional : Orientation/Coord/T	1		-			1
12-2549-631000-19615-3615	WCI - Non-Instructional : Orientation/Coord/T	105		-			105
12-2549-649000-19615-2130	Classified Employees : Orientation/Coord/Trai - Malorie Zonzales Outreach Specialist (100%) - VRC Senior Clerk (100%) - Victor Castro (10%) - Daniel Marquez (10%) - Luisa Ruiz (10%) - Maria Sanchez (10%)	56,252		56,252		-	-

5.1 (22)

SPECIAL PROJECT DETAILED BUDGET #2549
NAME: STUDENT EQUITY - SANTA ANA COLLEGE
FISCAL YEAR: 2015/16

CONTRACT PERIOD: 07/01/2015 - 06/30/2016

PROJ ADM: Sara Lundquist

SAC Allocations: **\$2,381,713**

PROJ DIR: George Sweeney

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: Rancho Santiago CCD

Date: 12/14/15

Prime Award No.: N/A

GL Accounts	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2549-649000-19615-2320	Classified Employees - Hourly : Orientation/C - Foster Youth Intermediate Clerk - hourly	-		16,949		16,949	
12-2549-649000-19615-2340	Student Assistants - Hourly : Orientation/Coo	50,000		-			50,000
12-2549-649000-19615-3215	PERS - Non-Instructional : Orientation/Coord/	6,664		6,664		-	-
12-2549-649000-19615-3315	OASDHI - Non-Instructional : Orientation/Coor	3,576		3,576		-	-
12-2549-649000-19615-3325	Medicare - Non-Instructional : Orientation/Co	835		1,082		247	
12-2549-649000-19615-3335	PARS - Non-Instructional : Orientation/Coord/	-		220		220	
12-2549-649000-19615-3415	H & W - Non-Instructional : Orientation/Coord	25,215		25,630		415	
12-2549-649000-19615-3435	H & W - Retiree Fund Non-Inst : Orientation/C	1,077		746			331
12-2549-649000-19615-3515	SUI - Non-Instructional : Orientation/Coord/T	27		37		10	
12-2549-649000-19615-3615	WCI - Non-Instructional : Orientation/Coord/T	2,585		1,791			794
12-2549-649000-19615-3915	Other Benefits - Non-Instruct : Orientation/C	1,418		1,418		-	-
12-2549-649000-19615-4610	Non-Instructional Supplies : Orientation/Coor	-		7,463		7,463	
12-2549-649000-19615-5940	Reproduction/Printing Expenses : Orientation/ - Foster Youth Publications (\$2,000)	-		2,000		2,000	
19620 School & Community Partnership						-	-
12-2549-649000-19620-2350	Overtime - Classified Employee : School & Com	407		-			407
12-2549-649000-19620-3215	PERS - Non-Instructional : School & Community	48		-			48
12-2549-649000-19620-3315	OASDHI - Non-Instructional : School & Communi	25		-			25
12-2549-649000-19620-3325	Medicare - Non-Instructional : School & Commu	6		-			6
12-2549-649000-19620-3435	H & W - Retiree Fund Non-Inst : School & Comm	4		-			4
12-2549-649000-19620-3615	WCI - Non-Instructional : School & Community	10		-			10
12-2549-675000-19620-1480	Part-Time Reassigned Time : School & Communit	1,179		-			1,179
12-2549-675000-19620-1483	Beyond Contr - Reassigned Time : School & Com	579		-			579

5.1 (23)

SPECIAL PROJECT DETAILED BUDGET #2549
NAME: STUDENT EQUITY - SANTA ANA COLLEGE
FISCAL YEAR: 2015/16

CONTRACT PERIOD: 07/01/2015 - 06/30/2016

PROJ ADM: Sara Lundquist

SAC Allocations: **\$2,381,713**

PROJ DIR: George Sweeney

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: Rancho Santiago CCD

Date: 12/14/15

Prime Award No.: N/A

GL Accounts	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2549-675000-19620-3115	STRS - Non-Instructional : School & Community	156		-			156
12-2549-675000-19620-3325	Medicare - Non-Instructional : School & Commu	25		-			25
12-2549-675000-19620-3435	H & W - Retiree Fund Non-Inst : School & Comm	18		-			18
12-2549-675000-19620-3515	SUI - Non-Instructional : School & Community	1		-			1
12-2549-675000-19620-3615	WCI - Non-Instructional : School & Community	42		-			42
12-2549-675000-19620-4610	Non-Instructional Supplies : School & Communi	500		-			500
12-2549-675000-19620-4710	Food and Food Service Supplies : School & Com	1,000		-			1,000
19720 Student Activities						-	-
12-2549-649000-19720-4610	Non-Instructional Supplies : Student Activiti - Office Depot	537		537		-	-
12-2549-696000-19720-2130	Classified Employees : Student Activities - Student Services Coordinator	34,535		34,535		-	-
12-2549-696000-19720-3215	PERS - Non-Instructional : Student Activities	4,091		4,091		-	-
12-2549-696000-19720-3315	OASDHI - Non-Instructional : Student Activiti	2,190		2,190		-	-
12-2549-696000-19720-3325	Medicare - Non-Instructional : Student Activi	512		512		-	-
12-2549-696000-19720-3415	H & W - Non-Instructional : Student Activitie	14,609		14,933		324	
12-2549-696000-19720-3435	H & W - Retiree Fund Non-Inst : Student Activ	353		353		-	-
12-2549-696000-19720-3515	SUI - Non-Instructional : Student Activities	18		18		-	-
12-2549-696000-19720-3615	WCI - Non-Instructional : Student Activities	848		848		-	-
12-2549-696000-19720-3915	Other Benefits - Non-Instruct : Student Activ	788		788		-	-

5.1 (24)

SPECIAL PROJECT DETAILED BUDGET #2549
NAME: STUDENT EQUITY - SANTA ANA COLLEGE
FISCAL YEAR: 2015/16

CONTRACT PERIOD: 07/01/2015 - 06/30/2016

PROJ ADM: Sara Lundquist

SAC Allocations: **\$2,381,713**

PROJ DIR: George Sweeney

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: Rancho Santiago CCD

Date: 12/14/15

Prime Award No.: N/A

GL Accounts	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
19725 Veterans Resource Center						-	-
12-2549-649000-19725-2340	Student Assistants - Hourly : Veterans Resour	2,901		-			2,901
12-2549-649000-19725-3435	H & W - Retiree Fund Non-Inst : Veterans Reso	29		-			29
12-2549-649000-19725-3615	WCI - Non-Instructional : Veterans Resource C	70		-			70
12-2549-649000-19725-4610	Non-Instructional Supplies : Veterans Resourc	300		-			300
Total Project 2549 Student Equity		2,381,713	2,381,713	2,381,713	2,381,713	843,936	843,936

5.1 (25)

SPECIAL PROJECT DETAILED BUDGET #2549
NAME: STUDENT EQUITY - SANTIAGO CANYON COLLEGE
FISCAL YEAR: 2015/16

CONTRACT PERIOD: 07/01/2015 - 06/30/2016

PROJ ADM: John Hernandez

SAC Allocations: **\$795,932**

PROJ DIR: Joseph Alonzo

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: Rancho Santiago CCD

Date: 12/14/15

Prime Award No.: N/A

GL Account	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2549-000000-20000-8629	Other Gen Categorical Apport : Santiago Canyon Coll		422,328		795,932		373,604
12-2549-632000-25055-2130	Classified Employees : Instl Effectiveness/Assesme - Research Analyst (50% for 6 months)	31,131		17,650			13,481
12-2549-632000-25055-3215	PERS - Non-Instructional : Instl Effectiveness/Asse	3,664		2,091			1,573
12-2549-632000-25055-3315	OASDHI - Non-Instructional : Instl Effectiveness/As	1,972		1,115			857
12-2549-632000-25055-3325	Medicare - Non-Instructional : Instl Effectiveness/	461		261			200
12-2549-632000-25055-3415	H & W - Non-Instructional : Instl Effectiveness/Ass	12,526		3,767			8,759
12-2549-632000-25055-3435	H & W - Retiree Fund Non-Inst : Instl Effectiveness	318		180			138
12-2549-632000-25055-3515	SUI - Non-Instructional : Instl Effectiveness/Asses	16		9			7
12-2549-632000-25055-3615	WCI - Non-Instructional : Instl Effectiveness/Asses	763		432			331
12-2549-632000-25055-3915	Other Benefits - Non-Instruct : Instl Effectiveness	675		338			337
12-2549-170100-25150-2420	Inst Assistant - Hourly : Math - Supplemental Instruction STEM (\$75,000 Math & Sciences)	-		37,500		37,500	
12-2549-170100-25150-3321	Medicare - Instructional : Math	-		544		544	
12-2549-170100-25150-3331	PARS - Instructional : Math	-		488		488	
12-2549-170100-25150-3431	H & W Retiree Fund - Instructional : Math	-		375		375	
12-2549-170100-25150-3511	SUI - Instructional : Math	-		19		19	
12-2549-170100-25150-3611	WCI - Instructional : Math	-		900		900	
12-2549-619000-25150-1483	Beyond Contr - Reassigned Time : Math - Low-Cost Class Development	-		7,500		7,500	
12-2549-619000-25150-3115	STRS - Non-Instructional : Math	-		805		805	
12-2549-619000-25150-3325	Medicare - Non-Instructional : Math	-		109		109	
12-2549-619000-25150-3435	H & W - Retiree Fund Non-Inst : Math	-		75		75	
12-2549-619000-25150-3515	SUI - Non-Instructional : Math	-		4		4	

5.1 (26)

SPECIAL PROJECT DETAILED BUDGET #2549
NAME: STUDENT EQUITY - SANTIAGO CANYON COLLEGE
FISCAL YEAR: 2015/16

CONTRACT PERIOD: 07/01/2015 - 06/30/2016

PROJ ADM: John Hernandez

SAC Allocations: **\$795,932**

PROJ DIR: Joseph Alonzo

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: Rancho Santiago CCD

Date: 12/14/15

Prime Award No.: N/A

GL Account	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2549-619000-25150-3615	WCI - Non-Instructional : Math	-		180		180	
12-2549-499900-25169-2420	Inst Assistant - Hourly : Science Learning Center - Supplemental Instruction STEM (\$75,000 Math & Sciences)	-		37,500		37,500	
12-2549-499900-25169-3321	Medicare - Instructional : Science Learning Center	-		544		544	
12-2549-499900-25169-3331	PARS - Instructional : Science Learning Center	-		488		488	
12-2549-499900-25169-3431	H & W Retiree Fund - Instructional : Science Learning Center	-		375		375	
12-2549-499900-25169-3511	SUI - Instructional : Science Learning Center	-		19		19	
12-2549-499900-25169-3611	WCI - Instructional : Science Learning Center	-		900		900	
12-2549-619000-25315-1483	Beyond Contr - Reassigned Time : English - Develop Acceleration Courses	-		19,140		19,140	
12-2549-619000-25315-3115	STRS - Non-Instructional : English	-		2,054		2,054	
12-2549-619000-25315-3325	Medicare - Non-Instructional : English	-		278		278	
12-2549-619000-25315-3435	H & W - Retiree Fund Non-Inst : English	-		191		191	
12-2549-619000-25315-3515	SUI - Non-Instructional : English	-		10		10	
12-2549-619000-25315-3615	WCI - Non-Instructional : English	-		459		459	
12-2549-620000-29100-2310	Classified Employees - Ongoing : A & R - HS/Community Outreach Specialist (6 months)	-		11,411		11,411	
12-2549-620000-29100-3215	PERS - Non-Instructional : A & R	-		1,248		1,248	
12-2549-620000-29100-3315	OASDHI - Non-Instructional : A & R	-		707		707	
12-2549-620000-29100-3325	Medicare - Non-Instructional : A & R	-		165		165	
12-2549-620000-29100-3435	H & W - Retiree Fund Non-Inst : A & R	-		114		114	
12-2549-620000-29100-3515	SUI - Non-Instructional : A & R	-		6		6	
12-2549-620000-29100-3615	WCI - Non-Instructional : A & R	-		274		274	
12-2549-499900-29365-2420	Inst Assistant - Hourly : Student Equity	32,453		-			32,453

5.1 (27)

SPECIAL PROJECT DETAILED BUDGET #2549
NAME: STUDENT EQUITY - SANTIAGO CANYON COLLEGE
FISCAL YEAR: 2015/16

CONTRACT PERIOD: 07/01/2015 - 06/30/2016

PROJ ADM: John Hernandez

SAC Allocations: **\$795,932**

PROJ DIR: Joseph Alonzo

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: Rancho Santiago CCD

Date: 12/14/15

Prime Award No.: N/A

GL Account	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2549-499900-29365-3321	Medicare - Instructional : Student Equity	971		-			971
12-2549-499900-29365-3331	PARS - Instructional : Student Equity	871		-			871
12-2549-499900-29365-3411	H & W - Instructional : Student Equity	670		-			670
12-2549-499900-29365-3511	SUI - Instructional : Student Equity	33		-			33
12-2549-499900-29365-3611	WCI - Instructional : Student Equity	1,608		-			1,608
12-2549-649000-29365-1453	Beyon Contract - Coordinators : Student Equity - Equity Coordinator	-		12,000		12,000	
12-2549-649000-29365-1483	Beyond Contr - Reassigned Time : Student Equity - Equity Team Leader	-		13,000		13,000	
12-2549-649000-29365-2110	Classified Management : Student Equity - Director - Joseph Alonzo	83,165		79,201			3,964
12-2549-649000-29365-2310	Classified Employees - Ongoing : Student Equity - Special Project Specialist	20,610		20,610		-	-
12-2549-649000-29365-2340	Student Assistants - Hourly : Student Equity - Student Ambassador Team (6 stud.Assts. @ 6 hrs/wk x 23 wks) - Embedded Tutors (6 stud. Tutors @ 9 hrs/wk x 16 wks)	-		23,320		23,320	
12-2549-649000-29365-3115	STRS - Non-Instructional : Student Equity			2,683		2,683	
12-2549-649000-29365-3215	PERS - Non-Instructional : Student Equity	10,834		11,825		991	
12-2549-649000-29365-3315	OASDHI - Non-Instructional : Student Equity	5,156		6,345		1,189	
12-2549-649000-29365-3325	Medicare - Non-Instructional : Student Equity	1,505		1,846		341	
12-2549-649000-29365-3335	PARS - Non-Instructional : Student Equity	268		-			268
12-2549-649000-29365-3415	H & W - Non-Instructional : Student Equity	29,500		20,967			8,533
12-2549-649000-29365-3435	H & W - Retiree Fund Non-Inst : Student Equity	1,038		1,507		469	
12-2549-649000-29365-3515	SUI - Non-Instructional : Student Equity	52		64		12	

5.1 (28)

SPECIAL PROJECT DETAILED BUDGET #2549
NAME: STUDENT EQUITY - SANTIAGO CANYON COLLEGE
FISCAL YEAR: 2015/16

CONTRACT PERIOD: 07/01/2015 - 06/30/2016

PROJ ADM: John Hernandez

SAC Allocations: \$795,932

PROJ DIR: Joseph Alonzo

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: Rancho Santiago CCD

Date: 12/14/15

Prime Award No.: N/A

GL Account	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2549-649000-29365-3615	WCI - Non-Instructional : Student Equity	2,491		3,616		1,125	
12-2549-649000-29365-3915	Other Benefits - Non-Instruct : Student Equity	-		2,520		2,520	
12-2549-649000-29365-4210	Books, Mags & Subscrip-Non-Lib : Student Equity - Colleague Wide Dialogue	-		1,000		1,000	
12-2549-649000-29365-4610	Non-Instructional Supplies : Student Equity - Outreach materials (DSPS - \$5,000) - Outreach materials & supplies (Outreach - \$15,000) - Calculator Loan Program (\$5,000)	-		25,000		25,000	
12-2549-649000-29365-4710	Food and Food Service Supplies : Student Equity - Expand Early Welcome (\$3,000) - Community Foster Youth Events (\$3,000) - DSPS New Faculty Workshop (\$300) - DSPS Aspergers, Autism Support Group (\$500) - Foster Youth Pre-registration Event (\$1,000) - DSPS Lunch & Learn, Transfer (\$500) - Foster Youth Advisory Group (\$500)	3,600		8,800		5,200	
12-2549-649000-29365-5100	Contracted Services : Student Equity - Independent contractor - Student Portal (\$20,000) - Media Campaign, HSI (\$5,000) - Professional Development (Equity) - Instructional Design Center (Prof. Dev.)	38,000		25,000			13,000
12-2549-649000-29365-5940	Reproduction/Printing Expenses : Student Equity - Marketing In-reach (Transfer - \$15,000)	-		15,000		15,000	
12-2549-649000-29365-5950	Software License and Fees : Student Equity - Online Instructional Support (Tutoring) - \$35,000 - TABLEAU (Annual Licence) - \$2,500 - Expansion of BSI Prep Programs (Online) - \$7,500	20,000		45,000		25,000	

5.1 (29)

SPECIAL PROJECT DETAILED BUDGET #2549
NAME: STUDENT EQUITY - SANTIAGO CANYON COLLEGE
FISCAL YEAR: 2015/16

CONTRACT PERIOD: 07/01/2015 - 06/30/2016

PROJ ADM: John Hernandez

SAC Allocations: **\$795,932**

PROJ DIR: Joseph Alonzo

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: Rancho Santiago CCD

Date: 12/14/15

Prime Award No.: N/A

GL Account	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2549-649000-29365-5966	Transportation - Student : Student Equity - Specialized Services (Transfer)	1,400		15,000		13,600	
12-2549-649000-29365-6409	Equip-All Other >\$200 < \$1,000 : Student Equity - CAMP Program Laptop Loan	1,200		1,200		-	-
12-2549-649000-29365-6410	Equip-All Other >\$1,000<\$5,000 : Student Equity - CAMP Program Laptop Loan	-		14,973		14,973	
12-2549-675000-29365-5210	Conference Expenses : Student Equity - Professional Development (Transfer - \$5,000) - Professional Development (Equity - \$90,000) - Instructional Design Center (Prof. Dev. - \$20,000)	47,500		115,000		67,500	
12-2549-732000-29365-7610	Books Paid for Students : Student Equity - UBMS (\$3,000) - Foster Youth (\$10,000) - Veterans (\$10,000) - EOPS (\$44,533)	44,533		67,533		23,000	
12-2549-732000-29365-7630	Supplies Paid for Students : Student Equity	5,000		-			5,000
12-2549-732000-29365-7670	Other Exp Paid for Students : Student Equity - EOPS - gas cards (\$1,810)	18,344		1,810			16,534
12-2549-499900-29400-2420	Inst Assistant - Hourly : DSPS - Academic Coaching	-		9,320		9,320	
12-2549-499900-29400-3321	Medicare - Instructional : DSPS	-		135		135	
12-2549-499900-29400-3331	PARS - Instructional : DSPS	-		121		121	
12-2549-499900-29400-3431	H & W - Retiree Fund - Instructional : DSPS	-		93		93	
12-2549-499900-29400-3511	SUI - Instructional : DSPS	-		5		5	
12-2549-499900-29400-3611	WCI - Instructional : DSPS	-		224		224	
12-2549-642000-29400-1430	Part-Time Counselors : DSPS	-		21,121		21,121	

5.1 (30)

SPECIAL PROJECT DETAILED BUDGET #2549
NAME: STUDENT EQUITY - SANTIAGO CANYON COLLEGE
FISCAL YEAR: 2015/16

CONTRACT PERIOD: 07/01/2015 - 06/30/2016

PROJ ADM: John Hernandez

SAC Allocations: **\$795,932**

PROJ DIR: Joseph Alonzo

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: Rancho Santiago CCD

Date: 12/14/15

Prime Award No.: N/A

GL Account	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2549-642000-29400-1480	Part-time Reassigned Time : DSPS - Academic Success Academy - Probation Workshops - Specialized Test Prep	-		6,210		6,210	
12-2549-642000-29400-3115	STRS - Non-Instructional : DSPS	-		2,933		2,933	
12-2549-642000-29400-3325	Medicare - Non-Instructional : DSPS	-		396		396	
12-2549-642000-29400-3435	H & W - Retiree Fund Non-Inst : DSPS	-		273		273	
12-2549-642000-29400-3515	SUI - Non-Instructional : DSPS	-		14		14	
12-2549-642000-29400-3615	WCI - Non-Instructional : DSPS	-		656		656	
12-2549-649000-29500-2130	Classified Employees : Financial Aid Office - Stud. Services Specialist (Veterans)	-		22,996		22,996	
12-2549-649000-29500-3215	PERS - Non-Instructional : Financial Aid Office	-		2,724		2,724	
12-2549-649000-29500-3315	OASDHI - Non-Instructional : Financial Aid Office	-		1,468		1,468	
12-2549-649000-29500-3325	Medicare - Non-Instructional : Financial Aid Office	-		343		343	
12-2549-649000-29500-3415	H & W - Non-Instructional : Financial Aid Office	-		12,816		12,816	
12-2549-649000-29500-3435	H & W - Retiree Fund Non-Inst : Financial Aid Office	-		237		237	
12-2549-649000-29500-3515	SUI - Non-Instructional : Financial Aid Office	-		12		12	
12-2549-649000-29500-3615	WCI - Non-Instructional : Financial Aid Office	-		568		568	
12-2549-649000-29500-3915	Other Benefits - Non-Instruct : Financial Aid Office	-		675		675	
12-2549-649000-29905-2310	Classified Employees - Ongoing : Student Dev. - Stud. Serv. Coordinator (Foster Youth) (6 months)	-		12,706		12,706	
12-2549-649000-29905-3215	PERS - Non-Instructional : Student Development	-		1,403		1,403	
12-2549-649000-29905-3315	OASDHI - Non-Instructional : Student Development	-		788		788	
12-2549-649000-29905-3325	Medicare - Non-Instructional : Student Development	-		184		184	
12-2549-649000-29905-3435	H & W - Retiree Fund Non-Inst : Student Development	-		127		127	

5.1 (31)

SPECIAL PROJECT DETAILED BUDGET #2549
NAME: STUDENT EQUITY - SANTIAGO CANYON COLLEGE
FISCAL YEAR: 2015/16

CONTRACT PERIOD: 07/01/2015 - 06/30/2016

PROJ ADM: John Hernandez

SAC Allocations: \$795,932

PROJ DIR: Joseph Alonzo

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: Rancho Santiago CCD

Date: 12/14/15

Prime Award No.: N/A

GL Account	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2549-649000-29905-3515	SUI - Non-Instructional : Student Development	-		6		6	
12-2549-649000-29905-3615	WCI - Non-Instructional : Student Development	-		305		305	
12-2549-649000-29915-2310	Classified Employees - Ongoing : Student Life - Stud. Serv. Specialist (Student Life) (6 months)	-		9,865		9,865	
12-2549-649000-29915-2320	Classified Employees - hourly : Student Life	-		-		-	
12-2549-649000-29915-3215	PERS - Non-Instructional : Student Life	-		1,067		1,067	
12-2549-649000-29915-3315	OASDHI - Non-Instructional : Student Life	-		612		612	
12-2549-649000-29915-3325	Medicare - Non-Instructional : Student Life	-		143		143	
12-2549-649000-29915-3435	H & W - Retiree Fund Non-Inst : Student Life	-		99		99	
12-2549-649000-29915-3515	SUI - Non-Instructional : Student Life	-		5		5	
12-2549-649000-29915-3615	WCI - Non-Instructional : Student Life	-		237		237	
Totals for PROJECT: 2549	Student Equity - Santiago Canyon College	422,328	422,328	795,932	795,932	483,192	483,192

5.1 (32)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: January 11, 2016
Re: Approval of Sub-Agreement between RSCCD and Garden Grove Unified School District for the AB 104 Adult Education Block Grant	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District received the Adult Education Block Grant (AEBG) – Regional Consortium Funding Appropriation Agreement (Assembly Bill No. 104) from the California Community Colleges Chancellor’s Office. Funding was awarded to the Rancho Santiago Adult Education Consortium (RSAEC) that includes RSCCD as the lead and Fiscal Agent, three school districts (Santa Ana, Orange, and Garden Grove), the Orange County Department of Education, and the Orange County Sheriff’s Department.

The Chancellor’s Office has apportioned AEBG funds to regions throughout the state to expand and improve opportunities for educational and workforce services for adult learners. Funding will support RSAEC’s AB 86 Regional Comprehensive Plan seven program areas: (1) elementary and secondary basic skills, including high school diploma or GED; (2) citizenship, English as a second language, and workforce preparation; (3) adults/older adults entry or re-entry into the workforce; (4) family literacy; (5) adults with disabilities; (6) career technical education; and (7) pre-apprenticeship training activities. The appropriation amount is \$3,079,153. The term of this appropriation is from July 1, 2015 through June 30, 2016 with a three-year implementation plan cycle.

ANALYSIS

The enclosed sub-agreement (#DO-16-2218-01) with the Garden Grove Unified School District is to implement AB 104 Adult Education Block Grant activities within that district, to coordinate program development among adult education teachers and community colleges, thereby increasing adult students’ transition to college or vocational program. The performance period of the sub-agreement is July 1, 2015 through June 30, 2016, with a total cost not to exceed \$199,727.00.

Leading the implementation of the RSAEC plan are project administrators Jose Vargas and Jim Kennedy, project director Mary Walker; and project coordinator Christine Gascon.

RECOMMENDATION

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

Fiscal Impact: \$199,727.00 (grant-funded)	Board Date: January 11, 2016
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
GARDEN GROVE UNIFIED SCHOOL DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 11th day of January 2016, between Rancho Santiago Community College District (hereinafter “RSCCD”) and the Garden Grove Unified School District (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD received a grant award entitled “Adult Education Block Grant Program Consortium Funding Appropriation,” Prime Award #15-328-043 (hereinafter “Grant”) from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), to disseminate implementation funds to regional consortia of community college districts, K-12 school districts, and other partner agencies, to implement regional strategies to better serve educational and workforce needs of adults;

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

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

NOW, THEREFORE the Parties agree as follows:

ARTICLE I

1. **Statement of Work**

SUBCONTRACTOR will provide services as described in the attached Statement of Work, (**Exhibit A**) related to the *Rancho Santiago Adult Education Consortium – AB 86 Regional Comprehensive Plan*, which by reference are incorporated into this Agreement. 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 July 1, 2015, through June 30, 2016. NOTE: The implementation cycle for the Grant is a three-year plan. RSCCD will develop an amendment to the Agreement on an annual basis, rather than for the entire performance term.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$199,727.00 USD.

4. **Budget**

SUBCONTRACTOR agrees that the expenditures of any and all funds under this Agreement will be in accordance with the Project Budget (**Exhibit B**), which by this reference is

incorporated herein and made a part hereof as if fully set forth. SUBCONTRACTOR must submit a budget revision request to RSCCD if expenditures exceed ten (10) percent of the authorized project budget by budget categories; and/or adding or deleting budget categories.

5. Payment

Disbursement of funds will begin upon RSCCD's receipt of the fully executed Agreement and detailed invoice(s) for the disbursement(s). RSCCD shall make reimbursement payments as long as the total payments under this Agreement do not exceed the amount listed above under article 1.3. "Total Costs."

6. Invoices

Invoices must be itemized, include the Agreement number (refer to footer), and include back-up documentation for expenditures submitted for payment. Final payment is contingent upon successful completion of the Statement of Work (**Exhibit A**), upon receipt of a final invoice requesting payment due **July 15, 2016**, and the Project Director's certification of the final report. Invoice(s) should be submitted to the following address:

Mary Walker, AEBG Project Director
Interim Dean, Instruction and Student Services
Santiago Canyon College, Division of Continuing Education
Provisional Education Facility
1937 W. Chapman, Suite 200
Orange, CA 92868

7. Reporting

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

(b) Final Reports. SUBCONTRACTOR agrees to submit an annual expenditure report and an annual project report summarizing completion of the project consistent with the SUBCONTRACTOR'S Scope of Work (**Exhibit A**). The final reports are due **July 15, 2016**.

Reports related to this Agreement should be submitted to Mary Walker, Project Director via email at walker_mary@sccollege.edu.

8. Expenditure of Grant Funds

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

9. Time Extensions

RSCCD will not be requesting a time extension for program activities from the PRIME SPONSOR. As a result, SUBCONTRACTOR will not be granted an extension. Therefore, SUBCONTRACTOR must spend up to the maximum amount of funds allocated through this Agreement within the timeframe of the Agreement. Under this Agreement, SUBCONTRACTOR will only be reimbursed for expenses that are incurred on or prior to **June 30, 2016**.

10. Independent Contractor

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

11. Subcontract Assignment

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.

12. Record Keeping

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

13. Audit

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

14. Mutual Indemnification

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

15. Termination

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

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

16. Disputes

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

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

17. Notices

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

RSCCD: Mary Walker, AEBG Project Director
Interim Dean, Instruction and Student Services
Santiago Canyon College, Division of Continuing Education
Provisional Education Facility
1937 W. Chapman, Suite 200
Orange, CA 92868
(714) 628-5974; walker_mary@sccollege.edu

Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
Rancho Santiago Community College District
2323 North Broadway, Ste. 404-1

Santa Ana, CA 92706
(714) 480-7340, hardash_peter@rsccd.edu

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

ARTICLE II

1. Legal Terms and Conditions

Both RSCCD and SUBCONTRACTOR will implement the project in accordance with all the conditions defined in the Grant Appropriation Agreement, the provisions of AB 104 Section 39 Article 9, and the Grant Legal Terms and Conditions, as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed.

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

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

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: GARDEN GROVE
UNIFIED SCHOOL DISTRICT

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: Rick Nakano

Title: Business Operations/Fiscal Services

Title: Assistant Superintendent Business Services

Date: _____

Date: _____

95-2378800

Board Approval Date: January 11, 2016

Employer/Taxpayer Identification Number (EIN)

**GARDEN GROVE UNIFIED SCHOOL DISTRICT
LINCOLN ADULT EDUCATION CENTER
Adult Education Block Grant
Rancho Santiago Adult Education Consortium**

Scope of Work

Summary:

Our goal is to increase the number of adult education students continuing their education at a community college or vocational program. To assist in reaching this goal we will hire a Teacher on Special Assignment (TOSA). This person will work closely with the colleges and adult education classes to promote the mindset of adults continuing their education. We will coordinate with the community colleges to ensure that we are closing the gap regarding the transition of students from adult education to community colleges. The focus will be on the coordination of our English as a Second Language (ESL) classes with the community colleges. We will also have our teachers attend staff development activities focusing on transition of adults to community colleges or vocational programs. We would like to continue the team-teaching of having a college teacher and adult education teacher work cooperatively to enhance the students' learning of English, math and computers. The TOSA will coordinate with the community colleges to provide information on transitioning and what to expect focusing on the benefits of continuing education.

Directions: Use this template to outline the major components of your proposed project, expected completion timelines, and expected outcomes. Begin with the project's key objective.

Objective 1: Increase the number of adult education students transitioning to community college.		
Activities	Timeline	Performance Outcomes
Implementation of a TOSA	February 2016	Better coordination with the community colleges in the transition of students from adult education to higher education.
Objective 2: Coordinate English as a Second Language (ESL) Programs at the adult education with the expectation of the community colleges.		
Activities	Timeline	Performance Outcomes
Staff Development	February 2016 – May 2016	Increase student knowledge about higher education and increased enrollment in post-secondary education programs.
Objective 3: Implement a team-teaching approach with community college teachers and adult education teachers in English as a Second Language classes, computer classes and integrate math concepts.		
Activities	Timeline	Performance Outcomes
Implement Team-Teaching a Computer class.	February 2016	Coordination of expectations of teachers and students in the transition to higher education.

Membership: Rancho Santiago Adult Education Consortium

1.7a. Organization	1.7b. Representative Name	1.7c. Representative Phone	1.7d. Representative Email	1.7e. Date Officially Approved
Garden Grove Unified School District (GGUSD)	Connie Van Luit	714-663-6305	cvanluit@ggusd.us	10-20-15
Orange County Department of Education (OCDE)	Byron Fairchild	714-547-9986	bfairchild@ocde.us	8-11-2015
Orange Unified School District (OUSD)	Kerrie Torres	714-628-4467	ktorres@orangeusd.org	8-13-2015
Rancho Santiago Community College District (RSCCD)	Mary Walker	714-628-5974	walker_mary@sccollege.edu	8-17-2015
Santa Ana Unified School District (SAUSD)	Ryan Murray	714-571-4401	ryan.murray@sausd.us	9-22-2015

**GARDEN GROVE UNIFIED SCHOOL DISTRICT
LINCOLN ADULT EDUCATION CENTER
Adult Education Block Grant
Rancho Santiago Adult Education Consortium**

BUDGET DETAIL SHEET

Contact	Name	Email	Phone No.
GGUSD	Connie Van Luit, Director AD-ED	cvanluit@ggusd.us	(714) 663-6305
GGUSD	Karen Duong, Budget Tech II	kduong@ggusd.us	(714) 663-6170

Object Code	Description	TOTAL COSTS
1000	Admin/Tchr Support	\$32,637
	Admin/Tchr Professional Development	\$9,265
	Teacher On Special Assignment	\$93,463
	TOSA Extra Duty	\$4,512
2000	Classified Support	\$919
3000	Admin/Tchr Benefits	\$4,350
	Professional Development, Benefits	\$1,235
	Teacher On Special Assignment, Benefits	\$31,254
	Classified Support, Benefits	\$81
4000	Materials & Supplies	\$7,000
5000	Conferences	\$2,500
	Consultant	\$3,000
6000		
	Total Direct Costs:	\$190,216
	Total Indirect Costs (not to exceed 5% of Direct Costs):	\$9,511
	TOTAL COSTS:	\$199,727

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Office of the Chancellor

To:	Board of Trustees	Date: January 11, 2016
Re:	Appointment to the Measure Q Citizens' Bond Oversight Committee	
Action:	Request for Action	

BACKGROUND

Measure Q was approved by the electorate of the Santa Ana College Improvement District No. 1 of the Rancho Santiago Community College District (RSCCD) on November 6, 2012. This measure authorizes RSCCD to issue up to \$198 million in general obligation bonds to finance renovation, repair and construction at Santa Ana College. Under the auspices of Proposition 39, the Board must appoint community members who satisfy various categories of membership to serve on the Citizens' Bond Oversight Committee (Committee).

ANALYSIS

The district accepts applications from those interested in serving on the Committee on an ongoing basis, so there is a pool of candidates to fill vacancies that may arise.

Mr. Manuel Pena, an active member of the Santa Ana Community, has submitted an application to serve on the committee. Mr. Pena is the founder of the Orange County Hispanic Chamber of Commerce, and a member of Westend C.O.P., Fundacio de Sobreviventes de Trafico Humano and Los Amigos of Orange County. Mr. Pena is a qualified candidate to serve as a community at-large representative.

RECOMMENDATION

It is recommended that the Board of Trustees approve the appointment to the Measure Q Citizens' Bond Oversight Committee as presented.

Fiscal Impact:	None	Board Date:	January 11, 2016
Prepared by:	Debra Gerard, Executive Assistant to the Chancellor		
Submitted by:	Raúl Rodríguez, Ph.D., Chancellor		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor		

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC**

January 11, 2016

MANAGEMENT

Revised Job Description/Attachment #1

Sergeant
District Safety & Security Department
Classified Supervisory
Grade Level K (No Change)

Employment Agreements/Attachments #2-3

Lopez, Carlos L.
Vice President
Academic Affairs
Santa Ana College

Salcido, Steven M.
Assistant Dean
Financial Aid, Scholarships & Veterans
Santiago Canyon College

Appointment

Baker, Scott E.
Sergeant, District Safety & Security
District Safety
Santa Ana College

Effective: January 25, 2016
Salary Placement: K-7 \$90,303.60/Year
(Requisition #CL15-0690)

Interim Assignment

Wahl, Susan R.
Interim Director II
CEC Child Development Center
Child Development Services
District Office

Effective: January 1, 2016
Salary Placement: J-6 \$90,604.69/Year

Reassignment

Oropeza, Alfonso M.
From: Director, Information Systems
District Office
To: Director, Academic Support
Santiago Canyon College

Effective: December 17, 2015
Salary Placement: D-7 \$134,890.84/Year

MANAGEMENT (CONT'D)

Return to Tenured Faculty Position

Carrera, Cheryl L.
From: Dean
Science, Mathematics & Health Sciences Division
To: Professor, Mathematics
Science, Mathematics & Health Sciences Division
Santa Ana College

Effective: August 15, 2016
Salary Placement: VII-B (2) \$111,249.08/Year

Ratification of Resignation/Retirement

O'Neill, Mary T.
Director I
SCC Child Development Center
Child Development Services
District Office

Effective: December 1, 2015
Reason: Resignation

FACULTY

Appointment

Gonzalez, Nancy
Master Teacher
SAC East Child Development Center
Child Development Services
District Office

Effective: January 4, 2016
Salary Placement: MT/BA-1 \$38,816.42/Year
(Requisition #AC15-0485)

Hiring of Temporary Long-term Substitute per E.C. 87481 & 87482

Habicht, George
Long-term Substitute Instructor, Computer
Information Science/Computer Science
Business Division
Santa Ana College

Effective: February 1 – June 4, 2016
Hourly Lecture Rate: II-5 \$62.60

Voluntary Transfer

Isbell, James
Professor, English
From: Arts, Humanities & Social Sciences
Division/Santiago Canyon College
To: Humanities & Social Sciences
Division/Santa Ana College

Effective: August 15, 2016
Salary Placement: II-15 \$87,891.44/Year

FACULTY (CONT'D)

Leave of Absence

Diaz, Darlene
Associate Professor, Mathematics
Science, Mathematics, & Health
Sciences Division
Santiago Canyon College

Effective: February 29 – May 9, 2016
Reason: Maternity Leave

Ratification of Resignation/Retirement

Issa, Kamal Karim
Professor, French
Humanities & Social Sciences Division
Santa Ana College

Effective: December 10, 2015
(Last Day in Paid Status)
Reason: Retirement

Stipends

Bradley, Kyle
Assistant Professor, Mathematics
Science, Mathematics, & Health
Sciences Division
Santiago Canyon College

Effective: January 4, 2016
Amount: \$500.00
Reason: Program Facilitation
(Project #1030)

Hager, Benjamin
Assistant Professor, Mathematics
Science, Mathematics, & Health
Sciences Division
Santiago Canyon College

Effective: January 4, 2016
Amount: \$500.00
Reason: Program Facilitation
(Project #1030)

McLean, Stephen
Assistant Professor, Water Utility Science
Business & Career Technical Education Division
Santiago Canyon College

Effective: February 8, 2016
Amount: \$1,000.00
Reason: Curriculum Development
(Project #2214)

Part-time Hourly New Hires/Rehires

Altenbernd, Erik L
Instructor, Interdisciplinary Basic Skills
Continuing Education Division (CEC)
Santa Ana College

Effective: December 14, 2015
Hourly Lecture Rate: II-2 \$43.90

Bonfiglio, Steve A
Instructor, ESL
Continuing Education Division
Santiago Canyon College

Effective: December 28, 2015
Hourly Lecture Rate: II-2 \$43.90

HUMAN RESOURCES MANAGEMENT/ACADEMIC DOCKET
January 11, 2016

Page 4

FACULTY (CONT'D)

Part-time Hourly New Hire/Rehires (cont'd)

Choi, So Jung
Instructor, Music
Fine & Performing Arts Division
Santa Ana College
Effective: February 4, 2016
Hourly Lecture/Lab Rates: II-3 \$56.79/\$51.11

Christensen, Joshua
Instructor, Fashion Design Merchandising
Human Services & Technology Division
Santa Ana College
Effective: February 1, 2016
Hourly Lecture/Lab Rates: I-3 \$54.08/\$28.67

Dowd, Joseph S
Instructor, Philosophy
Humanities & Social Sciences Division
Santa Ana College
Effective: February 8, 2016
Hourly Lecture Rate: IV-3 \$62.60

Elliott, Amanda
Instructor, Clinical Nurse
Science, Math & Health Sciences Division
Santa Ana College
Effective: February 1, 2016
Hourly Lab Rate: I-3 \$48.67

Gottheil, Ignacio P
Instructor, ESL
Continuing Education Division (OEC)
Santiago Canyon College
Effective: January 6, 2016
Hourly Lecture Rate: II-3 \$47.25

Medina, Joel L
Instructor, HSS/ABE/GED
Continuing Education Division (OEC)
Santiago Canyon College
Effective: January 6, 2016
Hourly Lecture Rate: I-2 \$46.10

Spitz, Daniel J
Instructor, Management/Paralegal
Business Division
Santa Ana College
Effective: February 1, 2016
Hourly Lecture Rate: IV-3 \$62.60

Stanton, Jordan F
Instructor, History
Arts, Humanities & Social Sciences Division
Santiago Canyon College
Effective: February 1, 2016
Hourly Lecture Rate: IV-3 \$62.60

Vayo, Louis
Instructor, Economics
Humanities & Social Sciences Division
Santa Ana College
Effective: February 8, 2016
Hourly Lecture Rate: II-3 \$56.79

FACULTY (CONT'D)

Part-time Hourly New Hire/Rehires (cont'd)

Vu, David T. Effective: December 9, 2015
Instructor, Manufacturing Technology Hourly Non-teaching Rate: II-3 \$28.40
OC Pathways Grant – Reassigned Time
Human Services & Technology Division
Santa Ana College

Vuong, The Quyen Effective: January 11, 2016
Instructor, Criminal Justice/Report Writing Hourly Lecture/Lab Rates: II-3 \$56.79/\$51.11
Human Services & Technology Division
Santa Ana College

Yvanovich, Miriam G Effective: January 6, 2016
Instructor, ESL Hourly Lecture Rate: II-3 \$57.25
Continuing Education Division (OEC)
Santiago Canyon College

Non-paid Instructors of Record

Cortez, Florentino A Effective: January 4, 2016
Instructor, Apprenticeship/Electrical (equivalency)
Business & Career Technical Education Division
Santiago Canyon College

Cypert, Joel W Effective: January 4, 2016
Instructor, Apprenticeship/Electrical
Business & Career Technical Education Division
Santiago Canyon College

Non-paid Intern Service

Ayad, Martha Effective: January 12 – June 1, 2016
Athletic Training Intern College Affiliation: CSU, Long Beach
Kinesiology Discipline: Athletic Training
Santa Ana College

Holland, Sarah Effective: January 12 – June 1, 2016
Athletic Training Intern College Affiliation: CSU, Long Beach
Kinesiology Discipline: Athletic Training
Santa Ana College

Huerta, Alberto Effective: January 15 – June 1, 2016
Athletic Training Intern College Affiliation: Chapman University
Kinesiology Discipline: Athletic Training
Santiago Canyon College

SERGEANT – DISTRICT SAFETY & SECURITY DEPARTMENT

CLASS SUMMARY

Under general supervision and direction of the Lieutenant, District Safety and Security, performs duties related maintaining the safety and security of students, staff and visitors as well as District facilities, grounds, materials, and equipment; performs related duties as assigned and required. Supervises the work of Senior District Safety Officers and District Safety Officers (primarily swing shift) at assigned sites. Performs patrol duties. Acts as Watch Commander on assigned shift.

REPRESENTATIVE DUTIES

- Responds to radio and/or telephonic calls for routine and/or emergency assistance in both criminal and non-criminal matters. Deters and prevents unlawful behavior. Prepares incident and crime reports.
- Supervises, reviews and evaluates the work of Senior District Safety Officers and District Safety Officers involved in traffic and field patrol, investigations, crime prevention, community relations and related services and activities;
- Supervises clerical/dispatch staff and student assistants.
- Prepares and administers briefings and deploys officers to assignments in accordance with the needs of the District.
- Prepares performance evaluations of subordinate staff; participates in the selection and disciplinary processes; ensures adequate staffing to meet safety and security needs, including authorizing short-term changes to normal assignments or assigning and supervising additional staff for special events;
- Supervises and participates in the investigation of criminal and non-criminal incidents.
- Receives and reviews crime, incident, and arrest reports. Ensures reports are correctly and properly written and submitted in a timely manner.
- Prepares activity reports and reports on cases investigated; reviews with campus and District administrators, periodic crime report summaries.
- Operates district vehicles.
- Establishes standards, monitors performance, prepares and conducts performance evaluations, monitors remedial actions and employee development goals, and recommends commendations of District Safety Officers
- Recommends and assists with implementation of goals and objectives for the department, implements duty schedules and methods for providing effective services, and implement District and department policies and procedures.
- Evaluates operations and activities, recommending and implementing improvements and modifications, preparing outcome-based reports.
- Contacts and cooperates with other law enforcement agencies in matters relating to interdepartmental relations and mutual aid support.
- Reviews and maintains department policies, regulations and operational procedures. Ensures that officers understand and perform in compliance with established policies, regulations, and procedures.
- Supervises training of new officers on district and departmental policies, procedures and activities. May serve as a training officer.
- Conducts inspections of personnel and equipment.

SERGEANT – DISTRICT SAFETY & SECURITY DEPARTMENT

REPRESENTATIVE DUTIES (CONT'D)

- Provides leadership consistent with the mission and function of the District; understands the uniqueness of Safety & Security in a community college environment, with sensitivity to the safety needs of students, faculty, and staff.
- Provides leadership and demonstrates by example a community policing model for this District, including participation in committees, participatory governance, crime prevention and other problem solving approaches to law enforcement in education.
- Performs other related duties as assigned.

ORGANIZATIONAL RELATIONSHIPS

Positions in this class report to a designated Lieutenant and directs Senior District Safety Officers and District Safety Officers on assigned shifts. May be assigned to any shift, including weekends, swing and graveyard shifts. Works independently in the absence of supervision, making decisions in the best interests of the district.

DESIRABLE QUALIFICATIONS GUIDE

Training and Experience

- Graduation from high school (or G.E.D.)
- Five years of progressively responsible law enforcement, security or public safety experience.
- Experience in a lead or a supervisory capacity is desirable.
- Prior to hire, completion of P.O.S.T. approved School Security or Campus Law Enforcement course, (S.B. 1626), or School Peace Officer course plus state-mandated courses required to carry firearms (BSIS Guard card and either BSIS exposed Firearm carry or PC 832 Powers of arrest and search with Firearms component).
- Training in chemical agents, including pepper spray, and baton (defensive impact weapon).
- Current certification in First Aid and CPR
- Possess a valid California Driver's License with a driving record that meets the standards established by the District.
- Must be physically fit, and pass written, oral and psychological background testing.

Knowledge of:

- Principles, methods, techniques and strategies pertaining to a comprehensive community college district safety and security and Community Orientated Policing.
- Legal mandates, policies, regulations and operating procedures related to community college safety, security.
- Practices, procedures, techniques and strategies for determining operational effectiveness.
- Operational safety standards and normally accepted standards of conduct and ethics.
- Principles and practices of disaster and emergency response.

SERGEANT – DISTRICT SAFETY & SECURITY DEPARTMENT

DESIRABLE QUALIFICATIONS GUIDE

- Safety and Security practices and principles, including: basic exemplary leadership concepts; rules of evidence; vehicle code and traffic control; first aid, CPR, firearms, chemical agents (mace) and baton and appropriate safety precautions and procedures.
- Knowledge of pertinent provisions of ordinances and regulations of the County of Orange, and Education Code, and the Penal Code of California pertaining to the guarding and security of buildings and grounds and relating to theft and illegal entry into district property; hazards involved in security work.

Ability to:

- Perform all of the duties of the position effectively and efficiently with minimal supervision.
- Utilize all of the tools and equipment of the position in a safe and responsible manner.
- Analyze situations quickly and objectively and determine and take effective action.
- Use appropriate defense measures to protect self or others in adverse situations.
- Administer first aid in emergency situations.
- Use of two-way radio communication
- Operate a computer and assigned office equipment.
- Communicate effectively both orally and in writing and to interact both formally and informally with students, staff, outside agency personnel and the general public.
- Demonstrate an understanding of, sensitivity to, and respect for the diverse academic, socio-economic, ethnic, cultural, disability, religious background and sexual orientation of community college students, faculty and staff.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT**

1. **Parties.** The Rancho Santiago Community College District (“District”), on the one hand, and **Carlos Lopez**, on the other hand, hereby enter into this Educational Administrator Employment Agreement (“Agreement”) pursuant to sub-section “a” of Section 72411 of the *Education Code*. District and Administrator are referred to herein individually as “Party” and collectively as “Parties.”

2. **Position.** District hereby employs Administrator in the position of **Vice President, Academic Affairs, Santa Ana College**. Administrator is an “academic employee” as defined in sub-section “a” of Section 87001 of the *Education Code*, is an “educational administrator” as defined in sub-section “b” of Section 87002 of the *Education Code*, and is a “management employee” as defined in sub-section “g” of Section 3540.1 of the *Government Code*.

3. **Term.** District agrees to employ Administrator, and Administrator agrees to serve in the Position, for the period commencing **January 5, 2016** and ending **June 30, 2017**. If, prior to June 30 of any other year other than the last year of this Agreement the District does not send or deliver a written notice to Administrator that this Agreement shall not be extended for an additional year, then this Agreement automatically shall be extended for one more year. Any notice of non-reemployment in the position must be given by the District at least six (6) months in advance of the date of termination of this Agreement. If notice of non-reemployment is not given by the District at least six (6) months in advance of the date of termination of this Agreement, then the Agreement shall be extended for one (1) additional year pursuant to Education Code Section 72411(c).

4. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are incorporated into this Agreement.

5. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job description for the Position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or any supervising administrators. Administrator is expected to devote full efforts and energies to the Position. At any time during the term of this Agreement, the Board of Trustees may adopt or amend the job description for the Position. Administrator may undertake outside professional activities, including consulting, speaking, and writing, either with or without compensation, provided that such activities do not impair the effectiveness of Administrator or interfere with Administrator’s duties. In those cases in which Administrator engages in outside professional activities which generate compensation for services provided, Administrator shall utilize vacation days.

6. **Transfer, Reassignment, or Title Change.** The Chancellor, with the approval of the Board of Trustees, may transfer or reassign Administrator to any position within the District for which Administrator is qualified, and may change the title of the Position, during the term of this Agreement, but there shall be no loss of compensation by Administrator due to such discretionary transfer, reassignment, or title change.

7. **Salary.** District shall pay an annual salary to Administrator in the amount of **\$167,007** per academic year (July 1 through June 30), pro-rated if less than a full academic year, paid on a monthly basis. District reserves the right to increase the salary of Administrator during the term of this Agreement, but any such increase shall not be construed as an indication that this Agreement will be renewed or extended. Administrator agrees that District also reserves the right to decrease the salary of Administrator during the term of this Agreement as long as such decrease, on a percentage basis, is no more than what is implemented on a general basis for regular, full-time faculty of the District. Administrator is an exempt employee and is not eligible for overtime pay or compensatory time off.

8. **Work Year.** Administrator is a full-time employee of the District with a work year of 12 months per year. Administrator is entitled to be absent during District-designated holidays.

9. **Health and Welfare Benefits.** District shall provide Administrator with the same health and welfare benefits as currently approved or as subsequently modified by the Board of Trustees for all District administrators.

10. **Vacation.** Administrator shall accrue two and one-quarter vacation days for each month of service. Administrator may not accumulate more than 54 days of unused vacation as of July 1 of any academic year.

11. **Leaves.** Administrator shall be entitled to leaves of absence as provided by law or Board Policy, as may be amended from time-to-time.

12. **Teaching Assignments.** Subject to Board approval, and presuming that Administrator meets minimum qualifications, Administrator may serve as an instructor in no more than one class per semester for additional compensation, provided that such teaching does not impair Administrator's service in the Position.

13. **Professional Meetings and Activities.** Prior approval by the Chancellor shall be obtained for Administrator to attend any meeting or activity related to Administrator's employment in the Position. The reasonable and necessary expenses of attendance by Administrator at such a meeting or activity shall be paid by District only if approved by the Chancellor and the Board of Trustees.

14. **Evaluation.** Administrator shall be evaluated in writing at any time by Administrator's immediate supervisor, pursuant to Board Policy and procedures, utilizing established goals and objectives, self-assessments, the job description for the Position, and input from other employees.

15. **Retreat Rights.** If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California

in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Section 87458 of the *Education Code*. Administrator has the responsibility to present the necessary transcripts and materials to District pursuant to Board policy and procedures in order to maintain any current faculty service area or acquire faculty service areas.

16. **Return to Tenured Faculty Position.** If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 20 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement.

17. **Dismissal or Imposition of Penalties During the Term of this Agreement.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be dishonesty, insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, persistent or serious violation of law or of Board Policy or procedures, or any material and substantial breach of this Agreement. Administrator shall be entitled to due process protections as required by law.

18. **Dismissal or Imposition of Penalties During the Term of this Agreement If Tenured.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.

19. **Resignation.** Administrator may resign from District employment at any time during the term of this Agreement upon 90 days prior written notice to the Board of Trustees, or upon a shorter period of time as may be approved by the Board of Trustees.

20. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 17 or 18 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18. Any cash settlement shall not include any other non-cash items except health benefits which may be continued for the same duration of time as covered in the settlement or until Administrator finds other employment, whichever comes first. If the unexpired term is greater than 18 months, then the maximum time for continued health benefits paid for by District shall be 18 months.

21. **Medical Examination.** Upon request of the Board of Trustees or the Chancellor, Administrator agrees to undergo a comprehensive physical and/or psychiatric examination to determine if Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position. The costs of any such examination shall be paid for by District. A confidential written report regarding any such examination shall be filed with the

Board of Trustees or the Chancellor indicating whether Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position.

22. **Severability.** If any provision of this Agreement is ruled to be contrary to law, all other provisions of this Agreement shall continue to remain in full force and effect.

23. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

24. **Amendment.** This Agreement may be modified or superseded only by a written amendment executed by both Parties.

25. **Mandatory Mediation and Arbitration.** Except as otherwise prohibited by law, the Parties agree that any dispute, claim, or controversy arising out of the Parties' employment relationship, including, but not limited to, alleged violations of federal, state, or local statutes, including those prohibiting harassment and discrimination, and any other claims, including alleged violations of any provisions of the *Education Code*, which cannot be resolved through informal and confidential discussions, shall be submitted to mediation, and if mediation if unsuccessful, to binding arbitration before a neutral Arbitrator. The mediator and any necessary Arbitrator shall be selected through Judicial Arbitration & Mediation Services/Endispute (JAMS). Attachment "A" to this Agreement sets forth the procedures to be utilized and is hereby incorporated by reference into this Agreement as if fully set forth within. The Parties agree that they have carefully read Attachment "A," knowingly agree to all of its contents, and knowingly agree to the covenant to mediate and arbitrate all employment disputes contained in Attachment "A".

26. **Ratification.** The Parties agree that this Agreement is not binding or enforceable unless and until it is duly ratified by the Board of Trustees.

The Parties have duly executed this Agreement on the dates indicated below.

For District

Date

Administrator

Date

Board Approval Date: 01/11/16

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT**

1. **Parties.** The Rancho Santiago Community College District (“District”), on the one hand, and **Steven Salcido** (“Administrator”), on the other hand, hereby enter into this Educational Administrator Employment Agreement (“Agreement”) pursuant to sub-section “a” of Section 72411 of the *Education Code*. District and Administrator are referred to herein individually as “Party” and collectively as “Parties.”
2. **Position.** District hereby employs Administrator in the position of **Assistant Dean, Financial Aid, Scholarships and Veterans, Santiago Canyon College** (“Position”). Administrator is an “academic employee” as defined in sub-section “a” of Section 87001 of the *Education Code*, is an “educational administrator” as defined in sub-section “b” of Section 87002 of the *Education Code*, and is a “management employee” as defined in sub-section “g” of Section 3540.1 of the *Government Code*.
3. **Term.** District agrees to employ Administrator, and Administrator agrees to serve in the Position, for the period commencing **January 25, 2016** and ending **June 30, 2017**. If, prior to June 30 of any other year other than the last year of this Agreement the District does not send or deliver a written notice to Administrator that this Agreement shall not be extended for an additional year, then this Agreement automatically shall be extended for one more year. Any notice of non-reemployment in the position must be given by the District at least six (6) months in advance of the date of termination of this Agreement. If notice of non-reemployment is not given by the District at least six (6) months in advance of the date of termination of this Agreement, then the Agreement shall be extended for one (1) additional year pursuant to Education Code Section 72411(c).
4. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are incorporated into this Agreement.
5. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job description for the Position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or any supervising administrators. Administrator is expected to devote full efforts and energies to the Position. At any time during the term of this Agreement, the Board of Trustees may adopt or amend the job description for the Position. Administrator may undertake outside professional activities, including consulting, speaking, and writing, either with or without compensation, provided that such activities do not impair the effectiveness of Administrator or interfere with Administrator’s duties. In those cases in which Administrator engages in outside professional activities which generate compensation for services provided, Administrator shall utilize vacation days.

6. **Transfer, Reassignment, or Title Change.** The Chancellor, with the approval of the Board of Trustees, may transfer or reassign Administrator to any position within the District for which Administrator is qualified, and may change the title of the Position, during the term of this Agreement, but there shall be no loss of compensation by Administrator due to such discretionary transfer, reassignment, or title change.

7. **Salary.** District shall pay an annual salary to Administrator in the amount of **\$95,986.77** per academic year (July 1 through June 30), pro-rated if less than a full academic year, paid on a monthly basis. District reserves the right to increase the salary of Administrator during the term of this Agreement, but any such increase shall not be construed as an indication that this Agreement will be renewed or extended. Administrator agrees that District also reserves the right to decrease the salary of Administrator during the term of this Agreement as long as such decrease, on a percentage basis, is no more than what is implemented on a general basis for regular, full-time faculty of the District. Administrator is an exempt employee and is not eligible for overtime pay or compensatory time off.

8. **Work Year.** Administrator is a full-time employee of the District with a work year of 12 months per year. Administrator is entitled to be absent during District-designated holidays.

9. **Health and Welfare Benefits.** District shall provide Administrator with the same health and welfare benefits as currently approved or as subsequently modified by the Board of Trustees for all District administrators.

10. **Vacation.** Administrator shall accrue two and one-quarter vacation days for each month of service. Administrator may not accumulate more than 54 days of unused vacation as of July 1 of any academic year.

11. **Leaves.** Administrator shall be entitled to leaves of absence as provided by law or Board Policy, as may be amended from time-to-time.

12. **Teaching Assignments.** Subject to Board approval, and presuming that Administrator meets minimum qualifications, Administrator may serve as an instructor in no more than one class per semester for additional compensation, provided that such teaching does not impair Administrator's service in the Position.

13. **Professional Meetings and Activities.** Prior approval by the Chancellor shall be obtained for Administrator to attend any meeting or activity related to Administrator's employment in the Position. The reasonable and necessary expenses of attendance by Administrator at such a meeting or activity shall be paid by District only if approved by the Chancellor and the Board of Trustees.

14. **Evaluation.** Administrator shall be evaluated in writing at any time by Administrator's immediate supervisor, pursuant to Board Policy and procedures, utilizing established goals and objectives, self-assessments, the job description for the Position, and input from other employees.

15. **Retreat Rights.** If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California

in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Section 87458 of the *Education Code*. Administrator has the responsibility to present the necessary transcripts and materials to District pursuant to Board policy and procedures in order to maintain any current faculty service area or acquire faculty service areas.

16. **Return to Tenured Faculty Position.** If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 20 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement.

17. **Dismissal or Imposition of Penalties During the Term of this Agreement.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be dishonesty, insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, persistent or serious violation of law or of Board Policy or procedures, or any material and substantial breach of this Agreement. Administrator shall be entitled to due process protections as required by law.

18. **Dismissal or Imposition of Penalties During the Term of this Agreement If Tenured.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.

19. **Resignation.** Administrator may resign from District employment at any time during the term of this Agreement upon 90 days prior written notice to the Board of Trustees, or upon a shorter period of time as may be approved by the Board of Trustees.

20. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 17 or 18 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18. Any cash settlement shall not include any other non-cash items except health benefits which may be continued for the same duration of time as covered in the settlement or until Administrator finds other employment, whichever comes first. If the unexpired term is greater than 18 months, then the maximum time for continued health benefits paid for by District shall be 18 months.

21. **Medical Examination.** Upon request of the Board of Trustees or the Chancellor, Administrator agrees to undergo a comprehensive physical and/or psychiatric examination to determine if Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position. The costs of any such examination shall be paid for by District. A confidential written report regarding any such examination shall be filed with the

Board of Trustees or the Chancellor indicating whether Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position.

22. **Severability.** If any provision of this Agreement is ruled to be contrary to law, all other provisions of this Agreement shall continue to remain in full force and effect.

23. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

24. **Amendment.** This Agreement may be modified or superseded only by a written amendment executed by both Parties.

25. **Mandatory Mediation and Arbitration.** Except as otherwise prohibited by law, the Parties agree that any dispute, claim, or controversy arising out of the Parties' employment relationship, including, but not limited to, alleged violations of federal, state, or local statutes, including those prohibiting harassment and discrimination, and any other claims, including alleged violations of any provisions of the *Education Code*, which cannot be resolved through informal and confidential discussions, shall be submitted to mediation, and if mediation if unsuccessful, to binding arbitration before a neutral Arbitrator. The mediator and any necessary Arbitrator shall be selected through Judicial Arbitration & Mediation Services/Endispute (JAMS). Attachment "A" to this Agreement sets forth the procedures to be utilized and is hereby incorporated by reference into this Agreement as if fully set forth within. The Parties agree that they have carefully read Attachment "A," knowingly agree to all of its contents, and knowingly agree to the covenant to mediate and arbitrate all employment disputes contained in Attachment "A".

26. **Ratification.** The Parties agree that this Agreement is not binding or enforceable unless and until it is duly ratified by the Board of Trustees.

The Parties have duly executed this Agreement on the dates indicated below.

For District

Date

Administrator

Date

Board Approval Date: 01/11/16

CLASSIFIED HOURLY

Temporary to Hourly Ongoing

Kammen, Carl Learning Facilitator (CL15-0731) Science & Math /SCC	Effective: December 1, 2015 Up to 19 Hours/Week School Session Grade 8, Step A \$18.33/Hour
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Professional Growth Increment

Quinlan, Liliana Intermediate Clerk/ Financial Aid/ SAC	Effective: February 1, 2016 19 Hours/Week 12 Months/Year Grade 5, Step A + 2PG (500) \$16.35/Hour + \$41.67/Mo. PG
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TEMPORARY ASSIGNMENT

Dawson, Robert Student Services Coordinator/ Career Educ./ SAC	Effective: 01/19/16 – 06/30/16
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Gonzalez, Alejandra Intermediate Clerk/ Career Educ./ SAC	Effective: 01/12/16 – 06/30/16
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Salcedo, Jessica Business Services Coord./ Educ. Services/ District	Effective: 01/12/16 – 06/30/16
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Vu, Jennifer Learning Facilitator / Science & Math/SAC	Effective: 02/10/16 – 06/17/16
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Substitute Assignments

Dominguez, Luis Custodian/ Admin. Services/ SCC	Effective: 12/14/15 – 06/30/16
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Le, Binh Custodian/ Admin. Services/ SCC	Effective: 12/14/15 – 06/30/16
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**SANTA ANA COLLEGE
STUDENT ASSISTANT LIST**

Corza, Alejandra	Effective:	01/04/16-06/30/16
Hildebrandt, Mirella	Effective:	01/04/16-06/30/16
Leal, Daisy D.	Effective:	11/24/15-06/30/16
Mejia, Dulce S.	Effective:	01/04/16-06/30/16
Nguyen, Linh P.	Effective:	12/01/15-06/30/16
Quinonez, Fernando P.	Effective:	01/04/16-06/30/16
Rosales, Alejandra	Effective:	01/04/16-06/30/16
Young, Melissa N.	Effective:	11/18/15-06/30/16

Attachment #1

**Rancho Santiago Community College District
CALIFORNIA SCHOOL EMPLOYEE'S ASSOCIATION
INTERIM HOURLY SALARY SCHEDULE
Effective January 1, 2016**

GRADE	STEP 1	2-2.5%	3-5.0%	4-7.5%	5-10.0%
C	\$10.00	\$10.25	\$10.50	\$10.75	\$11.00
B	\$12.24	\$12.55	\$12.86	\$13.16	\$13.47
A	\$14.05	\$14.41	\$14.75	\$15.11	\$15.45
1	\$14.50	\$14.87	\$15.22	\$15.59	\$15.95
2	\$14.91	\$15.28	\$15.65	\$16.03	\$16.40
3	\$15.34	\$15.72	\$16.10	\$16.49	\$16.87
4	\$15.84	\$16.24	\$16.63	\$17.03	\$17.43
5	\$16.35	\$16.76	\$17.17	\$17.57	\$17.98
6	\$16.94	\$17.37	\$17.78	\$18.21	\$18.63
7	\$17.62	\$18.06	\$18.49	\$18.93	\$19.38
8	\$18.33	\$18.79	\$19.25	\$19.71	\$20.16
9	\$19.10	\$19.58	\$20.05	\$20.53	\$21.01
10	\$19.97	\$20.47	\$20.97	\$21.46	\$21.97
11	\$20.86	\$21.38	\$21.90	\$22.43	\$22.95
12	\$21.94	\$22.50	\$23.04	\$23.59	\$24.14
13	\$23.10	\$23.68	\$24.27	\$24.84	\$25.42
14	\$24.35	\$24.96	\$25.57	\$26.18	\$26.79
15	\$25.72	\$26.37	\$27.00	\$27.65	\$28.29
16	\$27.29	\$27.97	\$28.66	\$29.34	\$30.02
17	\$28.90	\$29.62	\$30.34	\$31.06	\$31.78
18	\$30.67	\$31.44	\$32.21	\$32.97	\$33.74
19	\$32.70	\$33.52	\$34.33	\$35.16	\$35.97
20	\$34.93	\$35.81	\$36.68	\$37.55	\$38.42
21	\$37.34	\$38.27	\$39.22	\$40.15	\$41.08
22	\$40.52	\$41.54	\$42.55	\$43.56	\$44.58

SERVICE RECOGNITION:

10 Years 2.5%

15 Years 5.0%

18 Years 7.5%

30 Years 10.0%

DIFFERENTIAL PAY:

Bilingual Requirement
2.5%

*** Longevity granted to on-going employees only.**

Board Approved: 1/11/16

Minimum Wage adjustment

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources and Educational Services

To:	Board of Trustees	Date: January 11, 2016
Re:	Public Disclosure of Collective Bargaining Agreement between the Rancho Santiago Community College District and the Continuing Education Faculty Association (CEFA)	
Action:	Request for Approval	

BACKGROUND

Negotiations between the District and the Continuing Education Faculty Association (CEFA) have been completed. The tentative agreement has been ratified by the CEFA membership. The proposed agreement is now presented to the Board of Trustees for approval.

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve the amendments to the collective bargaining agreement with the Continuing Education Faculty Association.

Fiscal Impact: Presented on Attached Disclosure Form	Board Date: January 11, 2016
Item Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
 In Accordance with AB 1200 (Statutes of 1991, Chapter 1213) and Gov. Code 3547.5

Rancho Santiago Community College District

Name of Bargaining Unit: Continuing Education Faculty Association (CEFA)

The proposed agreement covers the period beginning July 1, 2015 and ending June 30, 2018
 and will be acted upon by the Governing Board at its meeting on 1/11/2016

A. Proposed Change in Compensation

Compensation		Fiscal Impact of Proposed Agreement			
		Current Year 2015-16	Year 2 2016-17	Year 3 2017-18	
1.	Step and Column - Increase (Decrease) Due to movement plus any changes due to settlement	Cost (+/-)	\$104,963	\$163,742	\$167,803
2.	Salary Schedule Increase (Decrease)	Cost (+/-)	\$209,926	\$436,645	\$227,405
3.	Other Compensation - Increase (Decrease) (Stipends, Bonuses, etc.)	Cost (+/-)	\$0	\$0	\$0
4.	Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	Cost (+/-)			
5.	Health/Welfare Plan - Increase (Decrease)	Cost (+/-)	\$36,786	\$70,138	\$46,169
6.	Total Compensation - Increase (Decrease) (Total Lines 1 - 5)	Cost (+/-) Percent	\$351,675	\$670,525	\$441,377
7.	Total Number of Represented Employees		493	493	493
8.	Total Compensation Cost for Average Employee - Increase (Decrease)	Cost (+/-) Percent	\$713	\$1,360	\$895

Please include comments and explanations as necessary 5 % salary schedule adjustment effective 1/1/16. Eliminate step 2 of the salary schedule and add new step 5, plus a new MA+30 column.
4% salary schedule adjustment effective 7/1/16. Provide state-budgeted COLA in 2017-18 and add a new step 6 to the salary schedule effective 7/1/17.

B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development days, teacher prep time, etc.)

Revised contract language regarding evaluation, leaves, add a mediation step to the
grievance procedure, revise assignment criteria and add new section regarding unit member
responsibilities.

C. What are the specific impacts on instructional and support programs to accommodate settlement? Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations?

None.

D. What contingency language is included in the proposed agreement (reopeners, etc.)?

None

E. Source of Funding for Proposed Agreement

1. Current Year

Base revenue

2. How will the ongoing cost of the proposed agreement be funded in future years?

Base revenue

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)

On-going enhanced revenue for non-credit FTES will be sufficient to fund multi-year obligations.

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	N/A
b. State Standard Minimum Reserve Percentage for this District	N/A
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$50,000 for a district with less than 1,001 ADA)	N/A

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	N/A
b. General Fund Budgeted Unrestricted Unappropriated Amount	N/A
c. Special Reserve Fund (J-207) Budgeted Designated for Economic Uncertainties	N/A
d. Special Reserve Fund (J-207) Budgeted Unappropriated Amount	N/A
e. Article XIII B Fund (J-241) Budgeted Designated for Uncertainties	N/A
f. Article XIII B Fund (J-241) Budgeted Unappropriated Amount	N/A
g. Total District Budgeted Unrestricted Reserves	N/A

3. Do unrestricted reserves meet the standard minimum reserve amount? Yes X No ___

G. Certification

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and GC 3547.5

_____ District Chancellor

_____ Date

CONTINUING EDUCATION FACULTY ASSOCIATION CONTRACT MODIFICATIONS

ARTICLE 6 EVALUATION PROCEDURES

6.11 Receipt of Written Evaluation & Conference with Evaluator

6.11.1 Two copies of the written evaluations for unit members shall be signed by the evaluator and transmitted to the unit member in a sealed envelope or via email within two (2) weeks of the observation. Unit members shall sign one copy of the evaluation and return it to the evaluator within (2) two (2) weeks of receipt. The signature only denotes receipt of the document, not agreement with the contents. Either the evaluator or the unit member may request a conference.

6.11.2 Student contact time shall not be interrupted for delivery of the written evaluation unless expressly permitted by the unit member.

Evaluation Procedures/Criteria

Classroom/Worksite Observation Criteria

The following criteria are provided to assist the evaluator in the preparation of the observation report. Effective performance may include, but is not limited to the following:

Currency and Depth of Knowledge

- Material presented relates to course and class outlines
- Material presented requires students to generalize, compare, contrast, analyze or synthesize
- Material is presented at a level promoting student understanding
- Identifies questions appropriate to the course or current discussion

Methods and Techniques of Instruction/Responsiveness to Students

- Engaged students so they remain for entire class/laboratory session
- Employs visual aides/handouts
- Instructor talks to the class
- Talks to the class using understandable vocabulary and patterns of speech
- Nonverbal communication supports instruction and sustains attention
- Humor, voice levels and eye contact are used appropriately
- Divergent points of view are noted where appropriate for understanding
- Students are addressed by name
- Questions are used to engage students
- Key student contributions are summarized
- Promotes positive attitudes of students toward fellow students

- Responds positively to student nonverbal clues indicating boredom, curiosity, confusion, or frustration

Organizational Skills

- Handled students coming late/leaving early appropriately
- Instructor arrives on time and holds class for the assigned time
- Sufficient time is given for responses to and from students
- Visual aides/handouts are visible, clear, and organized
- Instructor responds to individual/group needs

Professional Responsibilities

- Submits required materials (course syllabi, rosters, grades) in a timely manner
- Participates in the assessment of the effectiveness of student learning
- Fulfills flex obligations as required by assignment
- Reads and responds to email in a timely manner

ARTICLE 7 LEAVES

7.15 Pursuant to Education Code 87784.5, a unit member may take up to 30 days of accrued paid leave in a fiscal year, less any days of personal necessity leave (authorized pursuant to Sections 87781.5 and 87784), in either of the following circumstances: (1) A biological parent may use leave pursuant to this section within the first year of his or her infant's birth; or (2) A nonbiological parent may use leave pursuant to this section within the first year of legally adopting a child. Leave days authorized under this provision may be taken from an employee's existing sick leave and shall run concurrently with leaves authorized under the FMLA/CFRA. Nothing in this article implies that the District is obligated to offer the unit member an assignment for the semester following the use of this leave in order to continue the usage of this leave.

ARTICLE 8 GRIEVANCE PROCEDURE

8.4 Procedural Steps

Level One: Written

No later than thirty (30) days after a unit member knew or should have known of the occurrence of an alleged grievance, the grievant shall reduce the allegation to writing, with the remedy sought, on the District's Statement of Grievance Form (Exhibit "B" attached) and the grievant shall file a completed copy of the Statement of Grievance

Form with his/her immediate supervisor. Within ten (10) days after such written grievance is filed, the grievant and the immediate supervisor shall meet to resolve the grievance. The supervisor shall provide a written decision to the grievant within ten (10) days of the meeting or within twenty (20) days after receipt of the grievance. When the grievant is informed of the decision, the supervisor shall provide written notice to the President of the Association that a decision has been reached.

If the parties agrees that the alleged violation was committed by an administrator other than the immediate supervisor, the grievance shall commence at the next appropriate level.

Level Three: Chancellor or Designee

If the grievance has not been resolved at Level Two, the grievant may appeal on the Grievance Form to the Chancellor or his/her designee, within ten (10) days of the written decision at Level Two. The appeal shall include an exact copy of the grievance and remedy sought which was submitted at Level One. Within ten (10) days after such appeal is filed, the grievant and the Chancellor or designee shall meet to resolve the grievance. The Chancellor shall provide a written decision to the grievant within ten (10) days of the meeting or within ten (10) days after receipt of the appeal.

Optional Mediation

Within ten (10) days after receipt of the decision at Level Three, the Association may give written notification to the Chancellor or his/her designee requesting optional mediation between the parties. The Association will initiate contact between the parties and the State Mediation and Conciliation Service to request a mediator within ten (10) days of its' District notification.

ARTICLE 11 WAGES AND HOURS

11.1 Salaries

1. ~~0.85~~ Effective 1/1/2016, a 5% salary adjustment will be granted to the salary schedules in Section 11.1 retroactive to 7/01/14, for all unit members who had an assignment during the 2014 summer session or have an active assignment in the Fall 2014 semester. Step 2 on the salary schedule is eliminated, a new Step 5 and a new salary column, MA+30, shall be added to the salary schedule.

2. ~~If the District achieves at least 3% funded growth for the 2014-15 fiscal year, the District shall increase the CEFA salary schedule by 0.5% effective 7/1/15. All other assigned duties are compensated separately pursuant to the provisions of Article~~

11.4. Effective 7/1/2016, a 4% salary adjustment will be granted to the salary schedules in Section 11.1.

3. Effective 7/1/2017, a new Step 6 shall be added to the salary schedule and a salary adjustment equivalent to the state-funded COLA shall be implemented.

11.2 Placement on Salary Schedules

New unit members shall be placed on Step ~~1 or 2~~ 3 of the appropriate class. Unit members who have completed at least three (3) semesters of service, as defined below, on Step 4 shall be moved to Step 5. Unit members currently on Step 2 shall be moved to Step 3 and shall be required to complete three (3) semesters on Step 3 before moving to Step 4.

Advancement to the next step shall occur upon completion of three (3) semesters of service. A semester of service means that a unit member teaches at least 75% of the semester length. ~~Continuing unit members shall receive a step advancement upon completion of three (3) semesters of service subsequent to their last step advancement.~~

Time worked as a substitute, summer school unit member, site administrator or in the credit program shall not count toward step placement. Unit members who possess at least 30 semester units beyond the Masters Degree will be placed on MA+30 column effective on the first day of the semester following the submission of official transcripts to the District documenting the coursework. Materials for column movement submitted by 2/15/2016 will be effective retroactively to 1/1/2016.

ARTICLE 12 ASSIGNMENTS

12.1 Definitions

Assignment – the course title, time, days.

Reassignment – change in either course, time, days, site or a combination thereof.

Site – the instructional facility of the unit member’s assignment.

Vacancy – any assignment that has no assigned bargaining unit member

12.2 Requests for Reassignment – Prior to June 1, (for Fall Term), November 1, (for Spring Term) and May 1, (for Summer Term), a unit member may request a change in work site. Unit members who wish to apply for a change in work site shall submit a written request to the appropriate Vice President specifying the worksite and assignment desired. The

Vice President shall acknowledge the request in writing. Requests will be retained and considered by the receiving administrator for the current academic year. Unit members who have requested reassignment shall be notified of open assignments. ~~after the Additional Assignment List has been exhausted for that position.~~

12.3 Unit Member Vesting & Priority Assignment

Section 3. Additional Assignments: After the initial scheduling process in Section 2 has been completed, whenever additional assignments become available, the site (CEC or OEC) shall notify all unit members via email of the assignment. The notification shall specify the class/assignment, location, days and hours. The notification shall specify a deadline for the receipt of responses, which shall be no less than two business days after the release of the notification. Vested unit members who have expressed an interest in the assignment shall be given preference over non-vested unit members and non-employees. Non-vested unit members shall be given preference over non-employees. These preferences shall be limited to unit members with current assignments less than 12 hours per week and subject to the unit member's qualifications for the requested assignment(s) as defined below:

- the unit member's possession of adequate preparation for the assignment through appropriate education or experience,
- possession of effective skills relevant to the assignment,
- possession of particular expertise relevant to the assignment,
- recency of educational preparation, experience and skills relevant to the assignment,
- prior successful service in the assignment within the department (including but not limited to the maintenance of sufficient class enrollment)
- recency of performance of the requested assignment within the department.

ARTICLE 13 PERSONNEL FILES

13.1 Personnel Files

13.1.1 The official personnel file of each unit member shall be maintained at the District's central administration office. No adverse action shall be taken against a unit member based upon written material which is not contained within the official personnel file, unless otherwise required by law.

13.1.2 ~~Unit members shall be provided a copy of any written material at the time such material is placed within the official personnel file. The unit member may, within twenty five (25) working days of filing, attach a written response to any material for inclusion within the official file. The unit member may, within the twenty-~~

~~five (25) day period, during working hours, review, initial, date, and return such copy through administrative channels to the central administration office.~~

Pursuant to Education Code 87031, information of a derogatory nature shall not be entered into an employee's personnel records unless and until the employee is given notice and an opportunity to review and comment on that information. The employee shall have the right to enter, and have attached to any derogatory statement, his or her own comments. The review shall take place during normal business hours and the employee shall be released from duty for this purpose without salary reduction.

~~13.1.6 A unit member shall have the right to file an answer to any material submitted for inclusion in his/her file and such answer shall be attached to the file copy.~~

ARTICLE 16 UNIT MEMBER RESPONSIBILITIES

16.1 Unit members shall be responsible to be present in the assigned classroom and ready to begin instruction in accordance with the class schedule.

16.2 Unit members are responsible to give proper notification of absences as far in advance as possible utilizing processes designated by the site administration.

16.3 Unit members shall be responsible for compliance with District and campus policies and procedures, to the extent not inconsistent with this Agreement, and for compliance with provisions of this Agreement.

16.4 Unit members shall be responsible for the timely submission of attendance records and grades and compliance with other reasonable administrative requirements as directed.

16.5 Unit members shall be responsible for compliance with campus exit/clearance processes, as directed, for the return of equipment, keys, parking passes and library cards and materials and other District property at the conclusion of the assignments.

16.6 Unit members shall maintain a current address and telephone number with the Office of Human Resources and shall provide written notice within thirty (30) days of any change.

*{Article 16 – Effect of Agreement is renumbered to Article 17.
Article 17 – Duration is renumbered to Article 18.}*

ARTICLE 18
DURATION

This Agreement between the Board and CEFA shall become effective July 1, 2015, and remain in effect until June 30, 2018.

This agreement shall constitute the full and complete commitment between both parties and shall supersede and cancel all previous agreements, both written and oral.

For the duration of this agreement, the District and CEFA shall meet and negotiate during the 2017-18 year on two non-salary articles chosen by each party.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources and Educational Services

To:	Board of Trustees	Date: January 11, 2016
Re:	Approval of Credit Instructional Calendar for 2016 - 2017	
Action:	Request for Approval	

BACKGROUND

The administration and the Faculty Association of Rancho Santiago Community College District (FARSCCD) have developed the attached 2016 – 2017 instructional calendar for the college credit program. The calendar is presented to the Board of Trustees each year for approval.

ANALYSIS

The proposed calendar continues the 16-week compressed calendar for the fall and spring semesters and includes a 4-week winter intersession in January. The spring semester will begin in February and conclude in June.

RECOMMENDATION

It is recommended that the Board of Trustees approve the 2016 – 2017 Credit Instructional Calendar.

Fiscal Impact: None	Board Date: January 11, 2016
Item Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

RSCCD CREDIT INSTRUCTIONAL CALENDAR 2016-17

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	
	14	15	16	17	18	19	20	<i>Faculty Projects: August 15 - 17; Common Days 18 & 19</i>
AUGUST	21	22	23	24	25	26	27	Start Fall 2016 Semester <i>Labor Day: September 5</i>
	28	29	30	31	1	2	3	
	4	5	6	7	8	9	10	
SEPTEMBER	11	12	13	14	15	16	17	
	18	19	20	21	22	23	24	
	25	26	27	28	29	30	1	
	2	3	4	5	6	7	8	
OCTOBER	9	10	11	12	13	14	15	
	16	17	18	19	20	21	22	
	23	24	25	26	27	28	29	
	30	31	1	2	3	4	5	
	6	7	8	9	10	11	12	<i>Veterans Day: November 11</i>
NOVEMBER	13	14	15	16	17	18	19	<hr style="border-top: 1px dashed black;"/> <i>End of 8th week</i> <hr style="border-top: 1px dashed black;"/> <i>Thanksgiving: November 24-26</i>
	20	21	22	23	24	25	26	
	27	28	29	30	1	2	3	
	4	5	6	7	8	9	10	
DECEMBER	11	12	13	14	15	16	17	
	18	19	20	21	22	23	24	
	25	26	27	28	29	30	31	
	1	2	3	4	5	6	7	
	8	9	10	11	12	13	14	
JANUARY	15	16	17	18	19	20	21	
	22	23	24	25	26	27	28	
	29	30	31	1	2	3	4	
	5	6	7	8	9	10	11	
FEBRUARY	12	13	14	15	16	17	18	
	19	20	21	22	23	24	25	
	26	27	28	1	2	3	4	
	5	6	7	8	9	10	11	
	12	13	14	15	16	17	18	
MARCH	19	20	21	22	23	24	25	
	26	27	28	29	30	31	1	
	2	3	4	5	6	7	8	
APRIL	9	10	11	12	13	14	15	
	16	17	18	19	20	21	22	
	23	24	25	26	27	28	29	
	30	1	2	3	4	5	6	
	7	8	9	10	11	12	13	
MAY	14	15	16	17	18	19	20	
	21	22	23	24	25	26	27	
	28	29	30	31	1	2	3	
	4	5	6	7	8C	9C	10	
JUNE	11	12	13	14	15	16	17	
	18	19	20	21	22	23	24	
	25	26	27	28	29	30	1	
JULY	2	3	4	5	6	7	8	
	9	10	11	12	13	14	15	
	16	17	18	19	20	21	22	
	23	24	25	26	27	28	29	
	30	31	1	2	3	4	5	
AUGUST	6	7	8	9	10	11	12	

Approved by Board of Trustees: January 11, 2016

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Human Resources and Educational Services

To:	Board of Trustees	Date: January 11, 2016
Re:	Rejection of Claim	
	File # DM2011712	
Action:	Request for Authorization	

The district's legal counsel recommends that the Board of Trustees authorize the Chancellor, or designee, to reject the claim submitted by John P. Johns.

AUTHORIZATION FOR BOARD TRAVEL/CONFERENCES (with actual and necessary expenses and cash advances as requested)

BOARD MEMBERS (to be approved)

COMMUNITY COLLEGE LEAGUE OF CALIFORNIA
LEGISLATIVE CONFERENCE 2016
Sacramento, California– January 31 – February 1, 2016

1 Board Member
(Nelida Mendoza Yanez)

ASSOCIATION OF COMMUNITY COLLEGE TRUSTEES
COMMUNITY COLLEGE NATIONAL LEGISLATIVE
SUMMIT
Washington, D.C. – February 7-12, 2016

1 Board Member
(Nelida Mendoza Yanez)