

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)
Board of Trustees (Regular meeting)
Monday, April 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

RECESS TO CLOSED SESSION (*Estimated time: Approximately two [2] hours*)

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. Student Suspensions from Program (pursuant to Education Code 72122)
Student I.D. #1481481
Student I.D. #1062275
Student I.D. #1960085
Student I.D. #1934275
Student I.D. #1447951

RECONVENE

Issues discussed in Closed Session (Board Clerk)

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 March 28, 2016 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 Reports from Board Committee Chairpersons

- Board Policy Committee

3.0 INSTRUCTION

*3.1 Approval of Upward Bound Summer Residential Program Contract Action

The administration recommends approval of the agreement between Chapman University and the Santa Ana College (SAC) Upward Bound Program for 2016.

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

- *3.2 Approval of New Occupational Therapy Assistant (OTA) Agreement - Westgate Gardens Care Center Action
The administration recommends approval of the new agreement with the Westgate Gardens Care Center in Visalia, California.

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

- *4.1 Approval of Payment of Bills Action
The administration recommends payment of bills as submitted.
- *4.2 Approval of Budget Increases/Decreases, Transfers, and Intrafund and Interfund Transfers Action
The administration recommends approval of budget increases/decreases, transfers, and intrafund and interfund transfers from March 14, 2016, to March 24, 2016.
- *4.3 Approval to Hire Independent Audit Firm Action
The administration recommends approval of hiring Vavrinek, Trine, Day & Co., LLP for auditing services for the 2015-2016 fiscal year audit and authorization be given to the Vice Chancellor of Business Operations/Fiscal Services to enter into the contract agreement on behalf of the district as presented.
- *4.4 Adoption of Resolution No. 16-09 regarding Expenditure Transfers to Permit Payment of Obligations Action
The administration recommends adoption of Resolution No. 16-09 regarding expenditure transfers as presented.
- *4.5 Approval of Proposal for Colleague Application Hosting Services - Ellucian Action
The administration recommends approval of the agreement for application hosting services between Ellucian and RSCCD as presented.

5.0 GENERAL

- *5.1 Approval of Resource Development Items Action
The administration recommends approval of budgets, acceptance of grants, and authorization for the Vice Chancellor of Business Operations/ Fiscal Services or his designee to enter into related contractual agreements on behalf of the district for the following:
- Career Technical Education Management Application \$ 16,324
(CATEMA) Grant (SAC)
 - North Orange County Career Access Partnership (NOCCAP) \$257,235
Grant (SAC)

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

- *5.2 Approval of Sub-Agreements between RSCCD and South Orange County Community College District/Irvine Valley College and Orange County Superintendent of Schools for Deputy Sector Navigator Information Communications Technology/Digital Media Grant Action
The administration recommends approval of the sub-agreements and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into related contractual agreements on behalf of the district.
- 5.3 First Reading of Board Policy (BP) Information
The Board Policy Committee recommends the board take action and adopt a gift ban policy for board members and certain employees at the April 25, 2016, meeting.
- 5.4 First Reading of Board Policies Information
The following policies are presented for a first reading as information.
- BP 2715 Code of Ethics/Standards of Practice
 - BP 7001 Code of Ethics
 - BP 7132 Management Medical
- 5.5 Board of Trustees Cast Ballot for California Community College Trustees Board of Directors Election – 2016 Action
- 5.6 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
Non-represented Employees

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

3. Public Employee Performance Evaluation (pursuant to Government Code Section 54957)
 - a. Chancellor
4. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

RECONVENE

Issues discussed in Closed Session (Board Clerk)

Public Comment

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

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

6.0 HUMAN RESOURCES

- | | | |
|-----|--|----------------------|
| 6.1 | <u>Management/Academic Personnel</u> | <u>Action</u> |
| | <ul style="list-style-type: none">• Approval of Employment Agreements• Ratification of Resignations/Retirements• Approval of Appointments• Approval of Sabbatical Leaves of Absence for 2016-2017• Approval of Part-time New Hires/Rehires | |
| 6.2 | <u>Classified Personnel</u> | <u>Action</u> |
| | <ul style="list-style-type: none">• Approval of New Appointments• Approval of Hourly Ongoing to Contract Assignments• Approval of Temporary to Contract Assignments• Approval of Longevity Increments• Approval of Changes in Position• Approval of Changes in Salary Placement• Approval of Leaves of Absence• Ratification of Resignations/Retirements• Approval of Temporary to Hourly Ongoing Assignments• Approval of Temporary Assignments• Approval of Additional Hours for Ongoing Assignments• Approval of Substitute Assignments• Approval of Miscellaneous Positions• Approval of Community Service Presenters and Stipends• Approval of Volunteers• Approval of Student Assistant Lists | |

- 6.3 Approval of 2016-2017 Non-Credit Instructional Calendar Action
It is recommended the board approve the 2016-2017 Non-Credit Instructional Calendar.

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)

2323 North Broadway, #107

Santa Ana, CA 92706

Board of Trustees

(Regular meeting)

Monday, March 28, 2016

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 4:30 p.m. by Ms. Claudia Alvarez. Other members present were Ms. Arianna Barrios, Mr. John Hanna, Mr. Larry Labrado, Ms. Nelida Mendoza Yanez, Mr. Phillip Yarbrough, and Ms. Raquel Manriquez. Mr. Jose Solorio arrived at the time noted.

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

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mr. Nathan Underwood, Student President, Santiago Canyon College (SCC).

It was moved by Mr. Yarbrough and seconded by Ms. Mendoza Yanez to suspend the rules and consider Item 2.4 (Reports from Student Presidents) at this time since the student presidents have mid-term exams to prepare for. The motion carried with the following vote: Aye –Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough. Student Trustee Manriquez’s advisory vote was aye.

2.4 Reports from Student Presidents

Mr. Nathan Underwood, Student President, Santiago Canyon College, provided a report to the board.

There was no representation from Santa Ana College.

1.3 Approval of Additions or Corrections to Agenda

There were no additions or corrections to the agenda.

Mr. Solorio arrived at this time.

2.4 Reports from Student Presidents

Since Mr. Oscar Cortés, Student President, Santa Ana College (SAC) arrived at this time, he provided a report to the board.

RECESS TO CLOSED SESSION

The board convened into closed session at 4:36 p.m. to consider the following items:

1. Student Suspensions from Program (pursuant to Education Code 72122)
Student I.D. #1481481
Student I.D. #1062275

RECONVENE

The board reconvened at 6:29 p.m.

Mr. Solorio was not in attendance at this time.

Closed Session Report

Ms. Mendoza Yanez reported the board considered the appeals of two cases of student discipline, and took no reportable action during closed session.

1.4 Public Comment

There were no public comments.

1.5 Approval of Minutes

It was moved by Mr. Yarbrough and seconded by Ms. Barrios to approve the minutes of the meeting held March 14, 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.

1.6 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, with the exception of Item 4.3 (2016-2017 Tentative Budget Assumptions) removed from the Consent Calendar by Mr. Yarbrough. 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 Payment of Bills

The board approved payment of bills as submitted.

- 5.2 Approval of Sub-Agreement between RSCCD and Orange County Superintendent of Schools for Assembly Bill (AB) 104 Adult Education Block Grant
The board approved the sub-agreement and authorized the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.

1.7 Presentation on Participating Effectively in District and College Governance

Dr. Larry Galizio, President/Chief Executive Officer, Community College League of California (CCLC); Dr. David Viar, Superintendent/President of Glendale Community College District; and Dr. David Morse, President, Academic Senate for California Community Colleges gave a presentation on participating effectively in district and college governance.

Mr. Solorio returned to the meeting during the beginning of Item 1.7.

Board members received clarification on data presented by Dr. Galizio, Dr. Viar, and Dr. Morse.

1.8 Presentation on Changes in Rules to Board of Governor's Fee Waiver

Dr. Sara Lundquist, Vice President, Santa Ana College; and Dr. John Hernandez, Vice President, Santiago Canyon College; gave a presentation on changes in rules to the Board of Governor's Fee Waiver. Board members received clarification on data presented by Dr. Lundquist and Dr. Hernandez.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from the Chancellor

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

Ms. Barrios left the meeting at this time.

2.2 Reports from College President

The following college representatives provided reports to the board.

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

2.3 Report from Student Trustee

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

2.4 Reports from Student Presidents

This item was moved to follow Item 1.2 (Pledge of Allegiance to the United States Flag).

2.5 Report from Classified Representative

Since Mr. Lee Atwood left the meeting earlier, there was no report on behalf of classified staff.

2.6 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

2.7 Reports from Board Committee Chairpersons

Mr. Yarbrough provided a report on the March 24, 2016, Board Facilities Committee meeting.

Ms. Alvarez provided a report on the March 21, 2016, Board Safety & Security Committee meeting.

3.0 INSTRUCTION

3.1 Approval of Amended Apprenticeship Cost Agreements

It was moved by Mr. Solorio and seconded by Mr. Yarbrough to approve the amended apprenticeship cost agreements listed below for 2015-2016 as presented:

- JTS Services
- California/Nevada Training Trust
- Metropolitan Water District of Southern California
- Orange County Electrical Training Trust
- Operating Engineers Training Trust Joint Apprenticeship and Training Committee
- Southern California Surveyors
- Southwest Carpenters Training Fund

Mr. Hanna recused himself from the vote. The motion carried with the following vote: Aye –Ms. Alvarez, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, Mr. Yarbrough, and a vote of abstention by Mr. Hanna. Student Trustee Manriquez’s advisory vote was aye.

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 4.1, 4.2, and 4.4 through 4.9 were approved as part of Item 1.6 (Consent Calendar).

4.3 Approval of 2016-2017 Tentative Budget Assumptions

It was moved by Mr. Labrado and seconded by Ms. Mendoza Yanez to approve the 2016-2017 Tentative Budget Assumptions as presented. Discussion ensued. The motion carried with the following vote: Aye –Ms. Alvarez, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Yarbrough; Nay - Mr. Solorio. Student Trustee Manriquez’s advisory vote was aye.

5.0 GENERAL

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

5.3 Discussion of Forming a Board Communications Ad Hoc Committee

Since Ms. Barrios was not present, Ms. Alvarez postponed discussion on the forming of a Board Communications Ad Hoc Committee.

5.4 Board Member Comments

Ms. Alvarez reported on the meeting she attended on March 16, 2016, at The White House regarding America’s College Promise.

Ms. Mendoza Yanez asked Ms. Manriquez for the title of her presentation at the Community College League of California’s Annual Trustees Conference on April 30. Ms. Manriquez indicated the League postponed the presentation on the subject of retaining a student trustee until its annual convention in November. Since her trustee position ends in May, she indicated she is unable to give a presentation at that time.

Ms. Mendoza Yanez indicated there was a scheduling conflict with Dr. Martinez’ retirement event and a Shakespeare in the Park event.

Since March is Women’s History Month, Ms. Mendoza Yanez asked that the meeting be closed in honor of all the great women standing up for women’s issues, particularly in education, citing Malala Yousafzai as an example for female education.

Mr. Solorio congratulated Dr. Martinez as being honored as “Woman of the Year” for the 69th Assembly District by Assemblymember Tom Daly.

5.4 Board Member Comments (contd.)

In reference to California's College Promise, Mr. Solorio indicated there are three bills currently being considered by the California State Assembly introduced by Higher Education Chairman and Assemblymember Jose Medina, Assemblymember Jose Santiago, and Assemblymember Freddie Rodriguez respectively.

Mr. Solorio thanked SAC faculty for adopting a resolution to bring open education resources to the district.

Mr. Solorio asked for an update on filling Dr. Martinez' position, and for an explanation of the role the community and trustees have in the hiring process.

Mr. Solorio thanked SCC staff for hosting Cesar Chavez Awareness Day activities and a sculpture installation on March 31.

RECESS TO CLOSED SESSION

The board convened into closed session at 8:29 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. Educational Administrator Appointments
 - (1) Associate Dean
 - (2) Director
2. Conference with Legal Counsel: Existing Litigation (pursuant to Government Code Section 54956.9[a])

John P. Johns v. Raúl Rodríguez Case No. 30-2016-00839159-CL-DF-CJC (Superior Court- County of Orange)

3. 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
Non-represented Employees
4. Public Employee Performance Evaluation (pursuant to Government Code Section 54957)
 - a. Chancellor

Ms. Manriquez left the meeting at this time.

RECONVENE

The board reconvened at 8:54 p.m.

Closed Session Report

Ms. Mendoza Yanez reported the board discussed public employment, existing litigation, labor negotiations, and the chancellor's evaluation, and took no reportable action during closed session.

Public Comment

Mr. Labrado commended Dr. Martinez on the many accomplishments during her tenure as president of SAC that were mentioned in a recent news release regarding her upcoming retirement.

6.0 HUMAN RESOURCES

6.1 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, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough.

- Approve Revised Job Descriptions
- Approve Appointments
- Approve Interim Assignments
- Approve 2016-2017 Institutional Tenure Review Recommendations
- Approve CalSTRS Reduced Workload Program (RWP) Participation Agreement
- Approval of Adjustments of Beyond Contract/Overload Stipends
- Approval of Beyond Contract/Overload Stipends
- Approval of Part-time New Hires/Rehires
- Approval of Non-paid Instructors of Record

6.2 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, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough.

- Approve Revised Job Descriptions
- Approve Hourly Ongoing to Contract Assignments
- Approve Changes in Position

6.2 Classified Personnel (contd.)

- Ratify Resignations/Retirements
- Approve New Appointments
- Approve Temporary to Hourly Ongoing Assignments
- Approve Temporary Assignments
- Approve Changes in Temporary Assignments
- Approve Additional Hours for Ongoing Assignments
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Instructional Associates/Associate Assistants
- Approve Volunteers
- Approve Student Assistant Lists

6.3 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, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough.

6.4 Adoption of Resolution No. 16-07 authorizing payment to Trustee Absent from Board Meetings

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to authorize payment to Raquel Manriquez for her absence from the March 14, 2016, board meeting due to a death in the family. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough.

6.5 Adoption of Resolution No. 16-08 authorizing payment to Trustee Absent from Board Meetings

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to authorize payment to Jose Solorio for his absence from the March 14, 2016, board meeting due to being out of town on professional business. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough.

7.0 ADJOURNMENT

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

There being no further business, Ms. Alvarez declared the meeting adjourned at 8:56 p.m., in honor of all the great women making changes towards a better world.

Respectfully submitted,

Raúl Rodríguez, Ph.D.
Chancellor

Approved: _____
Clerk of the Board

Minutes approved: April 25, 2016

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College - Student Services Division**

To:	Board of Trustees	Date:	April 11, 2016
Re:	Approval of Upward Bound Summer Residential Program Contract		
Action:	Request For Approval		

BACKGROUND

Under the auspices of Santa Ana College's federally funded Upward Bound Program, a number of student-centered activities have been designed to enhance student success in pre-collegiate readiness and enhance student success in college. For the past thirteen years we have offered a grant-funded summer residential program in collaboration with a local four-year university that provides dormitory accommodations, meals, and classroom facilities. The 2016 summer residential program will be hosted by Chapman University and will serve 35 high school students.

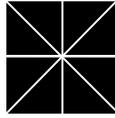
ANALYSIS

Chapman University will provide residence hall, housekeeping services, all meals, use of recreational areas, classrooms and computer labs during the four-week summer program. The program has been highly successful and is recommended by partners (SAUSD and SAC) for continuation.

RECOMMENDATION

It is recommended that the Board of Trustees approve the attached agreement between Chapman University and the Santa Ana College Upward Bound Program for 2016.

Fiscal Impact:	Not to exceed \$55, 000 (grant funded)	Board Date:	April 11, 2016
Prepared by:	Sara Lundquist, Ph.D., Vice President of Student Services Lilia Tanakeyowma, Ed.D., Dean of Student Affairs		
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College		
Recommended by:	Raul Rodriguez, Ph.D., Chancellor, RSCCD		



CHAPMAN UNIVERSITY CONFERENCE AGREEMENT

*Chapman University, Institutional Event Management
One University Drive, Orange, CA, 92866
(714) 997-6811, FAX (714) 744-7811*

This Chapman University Conference Agreement (“Agreement”) is made and entered into this 3rd day of March, 2016 by and between Chapman University, a California corporation, hereinafter called “University” and Rancho Santiago Community College District on behalf of Santa Ana College located at 1530 West 17th Street, Santa Ana, CA, 92706, a non-profit public agency, hereinafter called “Client”, which is the entity, person, persons or groups of persons seeking use of University facilities and/or property. The University agrees to provide Client with the facilities and services listed herein for the period and under the other terms described herein. Accordingly, the parties mutually agree to the terms and conditions set forth in this Agreement.

1. CLIENT INFORMATION

Name of Conference: *Upward Bound 2016 Summer Residential Program*

Description of Conference: *Pre-college academic program including SAT prep, recreation, and enrichment workshops.*

Address: *Peter J. Hardash
Vice Chancellor of
Business Operations/Fiscal Services
2323 North Broadway
Santa Ana, CA 92706*

Telephone Number: *(714) 564-6843 [Romelia Madrigal]*

Email Address: *madrigal_romelia@sac.edu [Romelia Madrigal]*

2. HOUSING

The University agrees to provide housing spaces to the Client as follows:

* Estimated total number of participants: *35 Students and
5 Staff each week*

Residence Hall staff check-in date and time: *July 5, 2016 (9am-10am)*

Residence Hall check-in date and time: *July 5, 2016 (1pm – 2pm)
July 10, 2016 (6pm – 7pm)
July 17, 2016 (6pm – 7pm)
July 24, 2016 (6pm – 7pm)*

Residence Hall check-out date and time:

*July 8, 2016 (5pm – 6pm)
July 15, 2016 (5pm – 6pm)
July 22, 2016 (5pm – 6pm)
July 29, 2016 (5pm – 6pm)*

**Please note that time of check-out each week is contingent on whether the university needs the rooms over the weekend for another group. If rooms are not scheduled, the group may leave their belongings in the rooms over the weekend. If rooms are needed by the university, the group will be notified in advance.*

** Please note that actual charges will be determined under “Estimate and Guarantee” set forth below.*

KEYS: A fee of \$50.00 will be assessed for any lost keys not returned by check-out date and time.

LINEN SERVICE: Linen service will not be provided by the University.

HOUSING ASSIGNMENTS: The University reserves the right to alter housing assignments prior to the start of any conference for required maintenance work or to accommodate additional conference groups.

A housing list with participants paired will be due in Chapman University’s Institutional Event Management Office by June 21, 2016.

HOUSEKEEPING SERVICES: Housekeeping services are provided in the hallways, public restrooms and lounge areas of the halls. Unless specific arrangements are made, individuals are responsible for their own rooms.

LIVE-IN HOUSING SUPERVISION: The Client is responsible for providing adequate supervision in the assigned residence halls. All youth groups with members under the age of eighteen are required to provide live-in residence supervision of at least one (1) adult for every ten (10) youths.

RESIDENCE HALL ROOMS: The University reserves the right to enter rooms for the purpose of inspection, repair or emergency.

3. FOOD SERVICE

The University agrees to provide meals to the Client as follows:

First conference meal will be:		<i>Dinner, July 5, 2016</i>
Last conference meal will be:		<i>Lunch, July 29, 2016</i>
Number of Meals:	Breakfast (18)	<i>July 6 – 8, 2016 July 11 – 15, 2016 July 18 – 22, 2016 July 25 – 29, 2016</i>
	Lunch (15)	<i>July 6 – 7, 2016 July 11 – 14, 2016 July 18 – 21, 2016 July 25 – 29, 2016</i>
	Dinner (15)	<i>July 5 – 7, 2016 July 11 – 14, 2016 July 18 – 21, 2016 July 25 – 28, 2016</i>

Lost Meal Cards: Per meal card charge **\$15.00**

MEAL TIMES: The University reserves the right to alter meal times depending on the number of participants. Any such alteration will be made at least five (5) days prior to the start of any conference. Groups wishing to change contracted serving times may incur a surcharge to cover additional labor costs.

LOCATION OF MEALS: All meals are served cafeteria style in Sandhu Conference Center Room D & D1 unless other arrangements have been made.

FOOD SERVICE NEEDS: All food service needs must be provided by the University’s contracted food service.

MEAL CARDS: Each of the Client’s participants must produce his or her meal card on passing through the cafeteria meal line. This procedure will verify the participant’s enrollment in a particular session of the conference/camp.

4. FACILITIES

The University agrees to provide facilities to the Client as follows:

Facility	Date(s)	Times
Large Room for Orientation	June 25, 2016	9:00am – 12:00pm
3 Classrooms seating 20 students each	July 5 – 7, 2016	8:30am – 12:30pm
	July 11 – 14, 2016	8:30am – 12:30pm
	July 18 – 21, 2016	8:30am – 12:30pm
	July 25 – 28, 2016	8:30am – 12:30pm
3 Classrooms (TBD)	July 5 – 7, 2016	1:30pm – 5:20pm
	July 11 – 14, 2016	1:30pm – 5:20pm
	July 18 – 21, 2016	1:30pm – 5:20pm
	July 25 – 28, 2016	1:30pm – 5:20pm
Recreational Facilities as available (TBA)	July 5 – 7, 2016	6:30pm – 7:30pm
	July 11 – 14, 2016	6:30pm – 7:30pm
	July 18 – 21, 2016	6:30pm – 7:30pm
	July 25 – 28, 2016	6:30pm – 7:30pm
1 Shared Computer Lab	July 5 – 7, 2016	8:00am – 12:30pm
	July 11 – 14, 2016	8:00am – 12:30pm
	July 18 – 21, 2016	8:00am – 12:30pm
	July 25 – 28, 2016	8:00am – 12:30pm
Residence Hall Lounge	July 10, 2016	TBA
	July 17, 2016	TBA
	July 24, 2016	TBA
Room for a Dance	July 28, 2016	5:00pm – 10:00pm
Large Room for Closing Ceremony	July 29, 2016	5:00pm – 9:30pm

The facilities of the University that are the subject of this Agreement are referred to herein as the "Facilities".

5. SPECIAL EQUIPMENT AND SERVICES

SPECIAL EQUIPMENT: Tables and chairs for special set-ups and audiovisual equipment are limited on campus. Arrangements for such equipment should be made well in advance of your arrival. All necessary outside rentals (tables, chairs, audiovisual equipment, etc.) will be at the Client's expense.

PARKING: A parking permit is required to park in University parking lots. Parking is available on campus in the residence halls and main campus parking lots (excluding the Memorial Hall Parking Lot and the Hashinger Parking Lot) at no additional charge. Parking in the Memorial Hall Parking Lot and the Hashinger Parking Lot is restricted. PLEASE NOTE: Parking is unavailable in parking spaces marked faculty only or reserved parking spaces. Parking on city streets is restricted to the campus side only! A city parking permit is required to park on the street opposite the university. Please observe handicapped and reserved parking spaces. The University is not responsible for any parking tickets issued to participants.

TECHNICAL STAFF: Charges for technical staff overtime, if needed is \$40.00 per person, per hour.

CONFERENCE MATERIALS: Conference materials cannot be accepted prior to two weeks before the start of the program. Detailed shipping instructions will be provided for deliveries, storage, and pick-ups.

6. FINANCIAL ARRANGEMENTS

ESTIMATED CHARGES: *Estimated charges for facilities and services are as follows:*

Residence Hall Rooms and Meals (*Double occupancy rooms as outlined in Section 2 and meals as outlined in Section 3. Single rooms, as available, are an additional \$15.00 per person, per night. Five single rooms will be provided for the staff at the double occupancy residence hall rate.*)

40 participants @ \$1,099.50 per person for 4 weeks **\$43,980.00**

Facilities (*As outlined in Section 4*)

Facilities, as outlined in Section 4, will be at no additional charge provided there are at least 40 participants, including staff registered in the residence halls for the entire program. If numbers fall below 40 participants, facility charges will be \$500.00 per week. **To be determined**

ESTIMATED TOTAL CONFERENCE CHARGES **\$43,980.00**

DEPOSITS / PAYMENTS: A non-refundable deposit of thirty-five percent (35%) of the Estimated Total Conference Charges is payable with the return of this signed Agreement and will be applied to the charges set forth herein. The balance of the Estimated Total Conference Charges will be due and payable on or before June 28, 2016. Final conference invoices are due and payable to the Chapman University Institutional Event Management Office within thirty (30) days of billing. Client agrees to pay all of the unpaid Estimated Total Conference Charges in a timely manner as set forth above. Client shall pay interest on any unpaid balance at the rate of 1.5% per month or the highest rate permitted by law, whichever is lower.

Non-refundable deposit of \$15,393.00 is due with return of the signed agreement by June 1, 2016.

The balance of \$28,587.00 will be due and payable on or before June 28, 2016.

A final invoice for the balance of all charges will be submitted within two (2) weeks of the Conference. Payment on the final balance is due within thirty (30) days of receipt.

CANCELLATIONS: Written notice of cancellation must be submitted to Chapman University's Institutional Event Management Office no later than thirty (30) days prior to the scheduled conference date. If such cancellation occurs within 90 days of the scheduled Conference, a service charge of five percent (5%) of the Estimated Total Conference Charges shall be assessed; if within sixty (60) days of the scheduled Conference, a service charge of ten percent (10%) of the Estimated Total Conference Charges shall be assessed; and if within thirty (30) days of the scheduled Conference, a service charge of fifteen percent (15%) of the Estimated Total Conference Charges shall be assessed. The Client acknowledges and agrees that such charges are reasonably calculated to compensate the University for damages it will suffer in connection with such cancellation.

ESTIMATE AND GUARANTEE: The University will hold beds for the estimated number of participants referred to in the housing facilities section of this Agreement. The Client must guarantee in writing the exact number of participants no later than thirty (30) days prior to the beginning of the Conference, including name, gender, and room assignments. Full charges will be made for the guarantee figure even if actual attendance is below this estimate. If no guarantee figure is so furnished, the reservations above will become the guaranteed figure and the Client agrees to pay that figure. Should the actual number of participants exceed the guarantee figure, the Client will be billed for the actual number. All guarantee figures are for the entire Conference period unless otherwise approved in writing by the University's Associate Director of Institutional Events.

7. INSURANCE

INSURANCE: The Client shall, at its own cost and expense, secure and maintain in force at all times during which this Agreement is in effect policies of insurance that meet the minimum requirements of Chapman University as described below.

- A. Commercial General Liability Insurance for personal bodily injury including sexual misconduct (including by definition sexual molestation, abuse, and harassment), wrongful death, and broad form property damage losses included, written on an occurrence form, with limits as follows:
 - i. Each Occurrence \$1,000,000
 - ii. Sexual Misconduct – Included in the Each Occurrence limit. Note: If the General Liability coverage has any sub-limits or exclusions that apply to coverage for sexual misconduct, the Certificate of Insurance must define those limits or exclusions.
 - iii. General Aggregate \$2,000,000

- B. The Client must provide a Certificate of Insurance or other evidence of insurance satisfactory to Chapman University, with specific reference to the event described in this Agreement. Coverage must be written on an "occurrence" form and maintained throughout the term of the contract. With regard to coverages described under paragraphs A above:
 - i. By endorsement, the policy must reflect, Chapman University, its trustees, officers, employees, faculty, and agents as an additional insured as their interest may appear with regard to or arising out of the use of the Chapman University property or facilities or the acts or omissions of the named insured, its officers, agents, employees, guests or invitees, whether or not such acts or omissions constitute permitted uses of the Chapman University facilities.

- ii. By endorsement, the policy must include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the University.
 - iii. It is agreed that the provisions under (i), and (ii) above shall only apply in proportion to and to the extent of the negligent act or omissions of the Client, its officers, agents, or employees.
 - iv. Where required "by endorsement," the presence of such endorsement must be noted on the Certificate of Insurance and a separate insurer issued endorsement must be accompany the Certificate of Insurance.
- C. Insurance maintained by Client shall apply on a first dollar basis. Any deductible or self-insured retention shall not exceed \$25,000 per occurrence, unless otherwise approved by Chapman University. The client herein acknowledges their responsibility for any losses that fall under a deductible or self-insured retention.
- D. It is agreed herein that the coverage, limits, and conditions referred to under A, B, and C above shall not in any way limit the liability of the Client. The Client shall furnish the University with Certificates of Insurance evidencing compliance with all requirements 30 days prior to commencement of this Agreement. Such certificates shall:
- i. The Client shall agree that except for ten (10) days notice for non-payment of premium, should any of the required policies be canceled, non-renewed, or coverage and/or limits reduced or materially altered before the expiration date thereof, the Insured, their Broker or the issuing company will mail 30 days written notice to Chapman University. Each COI shall specify that should any of the above described policies be canceled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
 - ii. The above-described Certificate of Insurance will be due in Chapman University's Institutional Event Management Office by **June 1, 2016.**
- E. Each insurance policy shall be issued by an insurance company authorized to do business in the State of California, a self-insurer or Joint Powers Authority (JPA) authorized in the state, or eligible surplus lines insurer acceptable to the State and having agents in California to whom service of process may be made, and currently rated by A.M. Best as "(A-) IX" or better.
- F. The Client shall provide the University with Certificates of Insurance in conformance with the above requirements for any companies providing services to Client in connection with this Agreement.

8. USE

All individuals and Clients in their use and occupancy of University property shall comply with all applicable laws, rules and regulations, including University regulations. Any use of the University Facilities contrary to or in violation of any applicable law, rule or regulation shall bar such individual or Client from any further use of such Facilities.

The Client shall use the Facilities for the purposes as stated above and no other.

The University reserves the right to reassign facilities to assure maximum and most appropriate utilization of University facilities, to revoke campus privileges, including residency in its buildings, of any occupant whose conduct becomes, in the University's opinion, injurious or potentially injurious to the residential community, to assign alternate housing and/or meeting space commensurate with reduced space needs should the actual number of participants fall below the attendance expected based upon the reserved space, to terminate the reservation of the Client should unforeseen emergencies occur making it inadvisable, illegal, or impossible to provide the facilities, and/or to add or delete from these policies any clause(s) whatsoever upon timely notification.

Use and occupancy of University property shall be primarily for University purposes. Any authorized use or occupancy of the Facilities or property by anyone, including Client, for other than University purposes shall be subordinate to such primary purposes.

No use or occupancy of University property will be permitted if the University Officials in the exercise of its discretion determines that such use or occupancy is prohibited by law, will interfere with the use of the property for University purposes or will result in picketing, rioting, disturbance of the peace or other disruption of University activities, or in damage to the property or alterations which may render it unfit for, or may interfere with its proper use for, University purposes.

During the Client's use of Facilities, the University shall have access to the Facilities as necessary to the University's use of its adjoining properties and to assure compliance with this Agreement.

9. UNIVERSITY POLICIES

MEDICAL SERVICES: It is understood and agreed that the University shall furnish no medical services to the Client or the Client's guests or employees.

ANIMALS: The Client is not permitted to have animals on campus.

AMPLIFIED SOUND: Chapman University has very strict policies about outdoor amplified sound. The University's Institutional Event Management Office must approve all amplified sound.

SMOKING: No smoking shall be permitted in university buildings.

EQUIPMENT: Individuals or Clients who wish to bring any equipment on campus must obtain prior approval from the University's Institutional Event Management Office, and must agree to waive any University liability or responsibility regarding any and all damage to, or theft of, said equipment.

CONFERENCE PROGRAM: The University may require that it be furnished, within a reasonable period in advance of the scheduled Conference, with a complete program of the Conference, with copies of all talks and addresses and the script of any entertainment proposed to be given on the University property. If such copy reasonably demonstrates that the program will be in violation of law or of these rules and regulations, the proposed use shall not be permitted.

USE OF UNIVERSITY NAME: The Client will not use the Chapman University name in any advertisement material, brochure, mailer or any similar item in a manner that infers that the University is a sponsor/co-sponsor or any way affiliated with the user group. The University's name may only be used for reference of event location unless written approval has been granted by the Executive Vice President and Chief Operating Officer or designee.

DISCLAIMER: The Client agrees that the following statement will be provided to the attendees either in registration materials for the event or through use of a sign or posting for the attendees at entrance for event. If the statement does not appear in the event registration materials, then the Client will inform the attendees verbally of such applicable provisions at the start of the event.

“The advice and/or information provided by Rancho Santiago Community College District on behalf of Santa Ana College located at 1530 West 17th Street, Santa Ana, CA, 92706 at this event is not endorsed by nor should it be construed as educational/legal advice from Chapman University.

This provider is not Chapman University and attendance at this event does not confer or certify any rights or privileges from Chapman University, including but not limited to, admission, enrollment, educational credit, certificate or degree.”

10. LEGAL ISSUES

BACKGROUND CHECKS: If Client’s activities under this Agreement involve the delivery of services or instruction of any kind to individuals under the age of eighteen (18) years, Client represents and warrants that it has engaged an independent entity to conduct a background check of its employees, agents, independent contractors, subcontractors, vendors or others acting on its behalf under or with respect to this Agreement. The background check shall include at a minimum a state and county criminal history investigation where the subject of the screening resides and a search of the national and California state sex offender registries.

NOTICE TO PARENTS AND TRAINING: Where Client’s activities under this Agreement involve participation by minors, Client agrees to provide notice to each minor’s parents or legal guardians regarding how to report suspicious or improper activity, including but not limited to suspected child abuse or sexual abuse, to Client and local law enforcement. Client also agrees to educate and train all employees, agents, independent contractors, volunteers, or other individuals who are performing services for Client regarding how to report suspicious or improper activity, including but not limited to suspected child abuse or sexual abuse, to Client and local law enforcement.

DAMAGE: The Client agrees to leave the Facilities and premises of the University in the same condition as at the commencement of the Conference and to pay the cost of extraordinary cleaning necessitated by the use of such Facilities and premises by the Client. The Client shall be liable for any damage to the Facilities or property therein which may be caused by any act or negligence of the Client, its employees, agents, and other individuals using the Facilities with its consent, and the University may, at its option, repair such damage, and the Client agrees to reimburse and compensate the University for the total cost of such repair or damage, within five (5) days of receiving a statement by University for the same.

PROPERTY OF THE CLIENT: The University is not responsible for lost, stolen or damaged property of the Client, its conferees or their guests.

RELICENSING OF SPACE: The University reserves the right to relicense all Facilities covered by this Agreement if this Agreement is not signed, returned to the University, and deposit paid by the due date listed herein.

INDEMNITY: Except for University’s gross negligence or willful misconduct, Client shall indemnify, protect, defend and hold harmless University and its agents from and against any and all claims, damages, judgments, attorneys’ fees, costs, and expenses arising out of, involving, or in connection with the use of the University Facilities or the acts or omissions of the Client, its officers, agents, employees, guests or invitees, whether or not such acts or omissions constitute permitted uses of the Facilities.

SAC-16-020

ASSIGNABILITY: The Client may not sublet or sublicense any portion of the Facilities or assign, mortgage, encumber, or otherwise transfer this Agreement without prior written consent of the University. Any consent by the University shall not constitute a waiver of this provision for any future assignment, encumbrance, sublease or transfer or a release of the Client from its obligations under this Agreement.

ATTORNEYS' FEES AND EXPENSES: If any action at law or in equity is commenced to enforce any of the provisions or rights under this Agreement, the unsuccessful party to such litigation, as determined by the court in a final judgment or decree, shall pay the successful party or parties all costs, expenses, and reasonable attorneys' fees incurred by the successful party or parties (including, without limitation, costs, expenses and fees on any appeals), and if the successful party recovers judgment in any such action or proceeding, such costs, expenses and attorneys' fees shall be included as part of the judgment.

CONSENT TO ARBITRATION: Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this Conference Agreement, including any claim based on contract, tort, or statute, shall be resolved, at the request of any party to this Agreement, by final and binding arbitration administered by and in accordance with the then existing Rules of Practice and Procedures of Judicial Arbitration & Mediation Services, Inc. Unless the parties otherwise agree, the arbitrator shall apply California substantive law, and the California Evidence Code to the proceeding. The arbitrator shall prepare in writing and provide to the parties an award including factual findings and the reasons on which the decision is based. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected pursuant to California Code of Civil Procedure section 1286.2 or 1286.6 for any such error. The arbitration shall be conducted in Orange County, California.

AMERICANS WITH DISABILITIES ACT: It is the responsibility of the University to exercise reasonable effort in assuring that its Facilities are accessible to people with disabilities in a manner consistent with the guidelines of the Americans With Disabilities Act, provided that the Client uses reasonable effort to determine and report to the University any special needs that may exist. The Client must insure that program activities covered under this Agreement are consistent with and comply with all legal requirements, including the requirements of the Americans With Disabilities Act. This includes, if necessary, the provision of auxiliary services, such as sign language interpreters. The Client is responsible for providing accommodations for special needs of participants including interpreters, guides, handicap vans, etc.

CATASTROPHES: In the event the Facilities licensed hereunder are unavailable due to destruction, partial or total, or for any other reason beyond the control of the University, including acts of God, natural disasters, strikes, or actions by governmental agencies, the University shall have the right to terminate this Agreement by refunding all deposits due to the Client. The Client shall have no right nor claim against the University for any damages it suffers as a result of such cancellation.

GOVERNING LAW: This Agreement shall be construed in accordance with and governed by the laws of the State of California.

ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof and supersedes any and all prior agreements, whether written or oral, regarding the subject matter hereof.

AUTHORITY: The person signing this Agreement on behalf of the Client represents that (s)he is duly authorized to bind the Client to all the terms, conditions, and requirements of this Agreement.

11. ACCEPTANCES

The organization acknowledges by signing this Conference Agreement that its primary purpose is to provide an educational program for the benefit of those who attend.

We the undersigned, do hereby enter into this Conference Agreement, as witnessed by our signatures below.

For Chapman University

By: _____
Signature

Print Name

Title

Date

For the Client

By: _____
Signature

Peter J. Hardash
Print Name

Vice Chancellor, Business Operations/Fiscal Services
Title

Date

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

To: Board of Trustees	Date: April 11, 2016
Re: Approval of a new OTA Agreement – Westgate Gardens Care Center	
Action: Request for Approval	

BACKGROUND

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

ANALYSIS

This clinical affiliation agreement covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This 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 the Westgate Gardens Care Center in Visalia, California.

Fiscal Impact:	None	Board Date: April 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

Occupational Therapy Assistant Program

THIS AGREEMENT is made and entered into by and between Westgate Gardens Care Center, hereinafter called the Agency, and **Rancho Santiago Community College District on behalf of Santa Ana College**, hereinafter called the District.

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

A. For the Program in General

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

B. For Program Planning

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

C. For Occupational Therapy Assistant Program Students

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

PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

A. For the Program in General

1. The Agency will maintain the standards, which make it eligible for approval as a clinical area for instruction in accredited Occupational Therapy Assistant Program programs. To further this, the Agency agrees to provide and maintain personnel who are in its opinion, capable and qualified in those divisions in which students are placed.
2. The administration of the service and patient care at the Agency shall be the responsibility of and under the control and supervision of the Agency and shall be administered through the Agency and shall be administered through the Agency staff.
3. The Agency will designate a staff member who will function as Education Coordinator for Occupational Therapy Assistant Program education uses of the Agency facilities, including joint planning and representatives of all involved Occupational Therapy Assistant Program programs.
4. The Agency will provide orientation for students and faculty to familiarize them with Agency policies and facilities before assigning them to duties at the Agency.
5. The Agency will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.

6. The Agency will permit the faculty and students of the District to use its patient care and patient service facilities for clinical education according to approved curricula.
7. The Agency will confer with the District prior to making a commitment for new or expanded use of its clinical facilities by any other Occupational Therapy Assistant Program that interfere with current student placement.

B. For Services and Facilities

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

C. For the Control of District Personnel

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

PART IV.

JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

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

B. Insurance:

Insurance Carried by the District. District shall assure coverage of professional liability insurance for each student participating in the Rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof. District shall provide workers' compensation coverage for its staff and students participating in the rotation.

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. Upon request, District shall be provided a copy of said policy.

C. Indemnification

All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, students and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, students or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.

PART V.

STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS

- A. Occupational Therapy Assistant Program students shall have the status as learners and shall not be considered to be Agency employees nor shall they replace Agency staff. Any service rendered by the student during the experience is to be considered in addition to planned patient care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for patient care in areas where students are obtaining clinical experience.

- B. Occupational Therapy Assistant Program students are subject to the authority, policies, and regulations of the district. They are also subject, during clinical assignment, to applicable agency regulations and must conform to the same standards as are for Agency employees in matters relating to the welfare of patients and general Agency operations.
- C. The District will be responsible for assuring that health care students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

PART VI. PERIOD OF AGREEMENT, TERMINATION

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

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

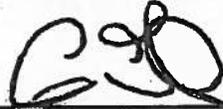
**District: Rancho Santiago Community
College District**

Agency: Westgate Gardens Care Center

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

**Westgate Gardens Care Center
4525 West Tulare Avenue
Visalia, CA 93277**

Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services



Eric Tolman
Administrator

Date: _____

Date: 03/15/2016

Rancho Santiago Comm Coll District

Board Meeting of 04/11/16

AP0020

Bank Code: 92 District Funds

Check Registers Submitted for Approval

Page: 1

Checks Written for Period 03/16/16 Thru 03/28/16

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
63775	General Fund Unrestricted	4,597.98	0.00	4,597.98	92*0465735	92*0465748
63776	General Fund Unrestricted	8,814.89	0.00	8,814.89	92*0465750	92*0465766
63781	General Fund Unrestricted	3,011.48	0.00	3,011.48	92*0465780	92*0465797
63782	General Fund Unrestricted	5,499.50	0.00	5,499.50	92*0465798	92*0465833
63785	General Fund Unrestricted	57,408.03	0.00	57,408.03	92*0465845	92*0465894
63789	General Fund Unrestricted	437.08	0.00	437.08	92*0465950	92*0465966
63790	General Fund Unrestricted	3,831.37	0.00	3,831.37	92*0465967	92*0465978
63795	General Fund Unrestricted	44,944.16	44,944.16	0.00	92*0466008	92*0466026
63796	General Fund Unrestricted	44,944.16	44,944.16	0.00	92*0466030	92*0466048
63797	General Fund Unrestricted	44,944.16	0.00	44,944.16	92*0466052	92*0466070
63799	General Fund Unrestricted	20,786.64	0.00	20,786.64	92*0466110	92*0466119
63800	General Fund Unrestricted	2,289.08	0.00	2,289.08	92*0466122	92*0466145
63803	General Fund Unrestricted	170.00	0.00	170.00	92*0466150	92*0466158
63806	General Fund Unrestricted	20,496.89	0.00	20,496.89	92*0466170	92*0466196
63807	General Fund Unrestricted	1,326.43	0.00	1,326.43	92*0466218	92*0466248
63808	General Fund Unrestricted	39,077.67	0.00	39,077.67	92*0466258	92*0466281
63810	General Fund Unrestricted	4,858.00	0.00	4,858.00	92*0466284	92*0466304
63814	General Fund Unrestricted	39,845.38	0.00	39,845.38	92*0466311	92*0466321
63815	General Fund Unrestricted	670.08	0.00	670.08	92*0466338	92*0466339
63819	General Fund Unrestricted	20,102.46	0.00	20,102.46	92*0466355	92*0466372
63820	General Fund Unrestricted	25,884.57	0.00	25,884.57	92*0466377	92*0466391
Total Fund 11 General Fund Unrestricted		\$393,940.01	\$89,888.32	\$304,051.69		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
63690	General Fund Restricted	0.00	585.96	-585.96	92*0464017	92*0464017
63775	General Fund Restricted	26,539.68	0.00	26,539.68	92*0465720	92*0465745
63776	General Fund Restricted	6,947.60	0.00	6,947.60	92*0465749	92*0465765
63780	General Fund Unrestricted	3,953.53	0.00	3,953.53	92*0465773	92*0465775
63781	General Fund Restricted	3,688.43	0.00	3,688.43	92*0465776	92*0465796
63785	General Fund Restricted	2,857.00	0.00	2,857.00	92*0465854	92*0465895
63788	General Fund Restricted	41,667.53	0.00	41,667.53	92*0465921	92*0465947
63789	General Fund Restricted	14,226.68	0.00	14,226.68	92*0465948	92*0465964
63790	General Fund Restricted	27,216.22	0.00	27,216.22	92*0465968	92*0465979
63795	General Fund Restricted	6,239.44	6,239.44	0.00	92*0466009	92*0466029
63796	General Fund Restricted	6,239.44	6,239.44	0.00	92*0466031	92*0466051
63797	General Fund Restricted	6,239.44	0.00	6,239.44	92*0466053	92*0466073
63798	General Fund Restricted	6,405.00	0.00	6,405.00	92*0466074	92*0466100
63799	General Fund Restricted	5,201.73	0.00	5,201.73	92*0466101	92*0466118
63800	General Fund Restricted	22,081.50	0.00	22,081.50	92*0466120	92*0466144
63806	General Fund Restricted	1,574.78	0.00	1,574.78	92*0466171	92*0466183
63807	General Fund Restricted	8,828.33	0.00	8,828.33	92*0466197	92*0466257
63808	General Fund Restricted	14,061.21	0.00	14,061.21	92*0466259	92*0466282
63814	General Fund Restricted	17,584.79	0.00	17,584.79	92*0466312	92*0466317
63815	General Fund Restricted	28,936.28	0.00	28,936.28	92*0466322	92*0466340
63819	General Fund Restricted	27,468.17	0.00	27,468.17	92*0466345	92*0466373
63820	General Fund Restricted	1,410.96	0.00	1,410.96	92*0466374	92*0466389
Total Fund 12 General Fund Restricted		\$279,367.74	\$13,064.84	\$266,302.90		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
63785	GF Unrestricted One-Time Func	12,832.00	0.00	12,832.00	92*0465867	92*0465867
63789	General Fund Restricted	3,114.60	0.00	3,114.60	92*0465958	92*0465963
63790	GF Unrestricted One-Time Func	38.86	0.00	38.86	92*0465970	92*0465970
63806	GF Unrestricted One-Time Func	1,750.00	0.00	1,750.00	92*0466195	92*0466195
Total Fund 13 GF Unrestricted One-Time		\$17,735.46	\$0.00	\$17,735.46		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
63779	Child Development Fund	2,904.13	0.00	2,904.13	92*0465769	92*0465772
63784	Child Development Fund	25,854.11	0.00	25,854.11	92*0465837	92*0465844
63787	Child Development Fund	4,288.04	0.00	4,288.04	92*0465898	92*0465920
63794	Child Development Fund	11,136.05	0.00	11,136.05	92*0465996	92*0466007
63805	Child Development Fund	64,519.08	0.00	64,519.08	92*0466161	92*0466169
63813	Child Development Fund	6,192.85	0.00	6,192.85	92*0466307	92*0466310
63818	Child Development Fund	596.16	0.00	596.16	92*0466344	92*0466344
Total Fund 33 Child Development Fund		\$115,490.42	\$0.00	\$115,490.42		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
63774	Capital Outlay Projects Fund	153,370.00	0.00	153,370.00	92*0465714	92*0465719
63778	Capital Outlay Projects Fund	761.31	0.00	761.31	92*0465768	92*0465768
63783	Capital Outlay Projects Fund	15,523.86	0.00	15,523.86	92*0465834	92*0465836
63793	Capital Outlay Projects Fund	10,944.15	0.00	10,944.15	92*0465991	92*0465995
63804	Capital Outlay Projects Fund	27,000.00	0.00	27,000.00	92*0466159	92*0466160
63812	Capital Outlay Projects Fund	1,967.66	0.00	1,967.66	92*0466306	92*0466306
63817	Capital Outlay Projects Fund	24,281.95	0.00	24,281.95	92*0466342	92*0466343
Total Fund 41 Capital Outlay Projects Fun		\$233,848.93	\$0.00	\$233,848.93		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
63773	Bond Fund, Measure E	7,373.70	0.00	7,373.70	92*0465712	92*0465713
63792	Bond Fund, Measure E	41,181.66	0.00	41,181.66	92*0465984	92*0465990
63816	Bond Fund, Measure E	3,516.00	0.00	3,516.00	92*0466341	92*0466341
Total Fund 42 Bond Fund, Measure E		<u>52,071.36</u>	<u>0.00</u>	<u>52,071.36</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
63791	Bond Fund, Measure Q	39,146.11	0.00	39,146.11	92*0465980	92*0465983
63801	Bond Fund, Measure Q	1,139,912.79	1,139,912.79	0.00	92*0466146	92*0466147
63802	Bond Fund, Measure Q	1,139,912.79	0.00	1,139,912.79	92*0466148	92*0466149
Total Fund 43 Bond Fund, Measure Q		<u><u>\$2,318,971.69</u></u>	<u><u>\$1,139,912.79</u></u>	<u><u>\$1,179,058.90</u></u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
63786	Property and Liability Fund	3,290.16	0.00	3,290.16	92*0465896	92*0465897
Total Fund 61 Property and Liability Fund		<u><u>\$3,290.16</u></u>	<u><u>\$0.00</u></u>	<u><u>\$3,290.16</u></u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
63811	Workers' Compensation Fund	426.60	0.00	426.60	92*0466305	92*0466305
Total Fund 62 Workers' Compensation Fu		<u>426.60</u>	<u>0.00</u>	<u>426.60</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
63777	Student Financial Aid Fund	194.35	0.00	194.35	92*0465767	92*0465767
63809	Student Financial Aid Fund	200,000.00	0.00	200,000.00	92*0466283	92*0466283
Total Fund 74 Student Financial Aid Fund		<u>\$200,194.35</u>	<u>\$0.00</u>	<u>\$200,194.35</u>		

SUMMARY

Total Fund 11 General Fund Unrestricted	304,051.69
Total Fund 12 General Fund Restricted	266,302.90
Total Fund 13 GF Unrestricted One-Time Fund	17,735.46
Total Fund 33 Child Development Fund	115,490.42
Total Fund 41 Capital Outlay Projects Fund	233,848.93
Total Fund 42 Bond Fund, Measure E	52,071.36
Total Fund 43 Bond Fund, Measure Q	1,179,058.90
Total Fund 61 Property and Liability Fund	3,290.16
Total Fund 62 Workers' Compensation Fund	426.60
Total Fund 74 Student Financial Aid Fund	200,194.35
Grand Total:	<u><u>\$2,372,470.77</u></u>

Checks Written for Period 03/11/16 Thru 03/23/16

<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>
311603319	Bookstore Fund	450,836.12	198,375.85	252,460.27	31*0106687	31*0106711
311603423	Bookstore Fund	327,611.21	0.00	327,611.21	31*0106712	31*0106749
Total Fund 31 Bookstore Fund		<u><u>\$778,447.33</u></u>	<u><u>\$198,375.85</u></u>	<u><u>\$580,071.48</u></u>		

Checks Written for Period 03/11/16 Thru 03/23/16

<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>
711603319	Associated Students Fund	2,031.67	0.00	2,031.67	71*0007647	71*0007655
711603423	Associated Students Fund	1,600.00	0.00	1,600.00	71*0007656	71*0007658
Total Fund 71 Associated Students Fund		<u>\$3,631.67</u>	<u>\$0.00</u>	<u>\$3,631.67</u>		

Checks Written for Period 03/11/16 Thru 03/23/16

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
721603319	Representation Fee Trust Fund	3,229.20	0.00	3,229.20	72*0000067	72*0000067
Total Fund 72 Representation Fee Trust Fun		<u>\$3,229.20</u>	<u>\$0.00</u>	<u>\$3,229.20</u>		

Checks Written for Period 03/11/16 Thru 03/23/16

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
761603423	Community Education Fund	19,016.72	0.00	19,016.72	76*0006907	76*0006913
Total Fund 76 Community Education Fund		<u>\$19,016.72</u>	<u>\$0.00</u>	<u>\$19,016.72</u>		

Checks Written for Period 03/11/16 Thru 03/23/16

<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>
791603319	Diversified Trust Fund	37,726.37	9,624.31	28,102.06	79*0019927	79*0019938
791603423	Diversified Trust Fund	312.23	0.00	312.23	79*0019939	79*0019939
Total Fund 79 Diversified Trust Fund		<u><u>\$38,038.60</u></u>	<u><u>\$9,624.31</u></u>	<u><u>\$28,414.29</u></u>		

Checks Written for Period 03/11/16 Thru 03/23/16

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
811603319	Diversified Agency Fund	9,291.60	0.00	9,291.60	81*0046502	81*0046515
811603423	Diversified Agency Fund	3,362.14	135.33	3,226.81	81*0046516	81*0046519
Total Fund 81 Diversified Agency Fund		<u>\$12,653.74</u>	<u>\$135.33</u>	<u>\$12,518.41</u>		

SUMMARY

Total Fund 31 Bookstore Fund	580,071.48
Total Fund 71 Associated Students Fund	3,631.67
Total Fund 72 Representation Fee Trust Fund	3,229.20
Total Fund 76 Community Education Fund	19,016.72
Total Fund 79 Diversified Trust Fund	28,414.29
Total Fund 81 Diversified Agency Fund	12,518.41
Grand Total:	<u><u>\$646,881.77</u></u>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 03/14/2016 To 03/24/2016
Board Meeting on 04/11/2016**

No. 4.2

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	26	
2000 CLASSIFIED SALARIES		1,067
3000 EMPLOYEE BENEFITS	4,702	
4000 SUPPLIES & MATERIALS		12,883
5000 OTHER OPERATING EXP & SERVICES	46,072	
6000 CAPITAL OUTLAY		50,089
7000 OTHER OUTGO		12,000
7900 RESERVE FOR CONTINGENCIES	25,239	
	<hr/>	<hr/>
Total Transfer Fund 11	\$76,039	\$76,039
<u>Fund 12: General Fund Restricted</u>		
1000 ACADEMIC SALARIES		77,346
2000 CLASSIFIED SALARIES	179,198	
3000 EMPLOYEE BENEFITS	35,787	
4000 SUPPLIES & MATERIALS		30,486
5000 OTHER OPERATING EXP & SERVICES		162,827
6000 CAPITAL OUTLAY	74,861	
7000 OTHER OUTGO		19,187
	<hr/>	<hr/>
Total Transfer Fund 12	\$289,846	\$289,846
<u>Fund 13: GF Unrestricted One-Time Funds</u>		
2000 CLASSIFIED SALARIES		43,852
3000 EMPLOYEE BENEFITS		5,168
4000 SUPPLIES & MATERIALS	19,030	
5000 OTHER OPERATING EXP & SERVICES	29,990	
	<hr/>	<hr/>
Total Transfer Fund 13	\$49,020	\$49,020
<u>Fund 33: Child Development Fund</u>		
2000 CLASSIFIED SALARIES	800	
6000 CAPITAL OUTLAY		800
	<hr/>	<hr/>
Total Transfer Fund 33	\$800	\$800

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 03/14/2016 To 03/24/2016
Board Meeting on 04/11/2016**

BUDGET TRANSFERS		From	To
<u>Fund 41: Capital Outlay Projects Fund</u>			
4000	SUPPLIES & MATERIALS		1,000
5000	OTHER OPERATING EXP & SERVICES		20,000
6000	CAPITAL OUTLAY	1,000	
7900	RESERVE FOR CONTINGENCIES	20,000	
Total Transfer Fund 41		\$21,000	\$21,000
<u>Fund 79: Diversified Trust Fund</u>			
4000	SUPPLIES & MATERIALS	1,710	
5000	OTHER OPERATING EXP & SERVICES		110
6000	CAPITAL OUTLAY		1,600
Total Transfer Fund 79		\$1,710	\$1,710
BUDGET INCREASES AND DECREASES		Revenue	Appropriation
<u>Fund 12: General Fund Restricted</u>			
8100	FEDERAL REVENUES	1,150	
8600	STATE REVENUES	11,558	
8800	LOCAL REVENUES	(1,000)	
1000	ACADEMIC SALARIES		3,536
2000	CLASSIFIED SALARIES		495
3000	EMPLOYEE BENEFITS		(4,031)
5000	OTHER OPERATING EXP & SERVICES		8,452
7000	OTHER OUTGO		3,256
Total Transfer Fund 12		\$11,708	\$11,708
<u>Fund 13: GF Unrestricted One-Time Funds</u>			
8800	LOCAL REVENUES	17,386	
2000	CLASSIFIED SALARIES		4,500
3000	EMPLOYEE BENEFITS		503
7900	RESERVE FOR CONTINGENCIES		12,383
Total Transfer Fund 13		\$17,386	\$17,386
<u>Fund 41: Capital Outlay Projects Fund</u>			
8900	OTHER FINANCING SOURCES	12,000	
6000	CAPITAL OUTLAY		12,000
Total Transfer Fund 41		\$12,000	\$12,000

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 03/14/2016 To 03/24/2016

Board Meeting on 04/11/2016

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

Fund 11: General Fund Unrestricted

		From	To
B018126	03/16/16		
2000	CLASSIFIED SALARIES		1,295
3000	EMPLOYEE BENEFITS		44
4000	SUPPLIES & MATERIALS		6,400
5000	OTHER OPERATING EXP & SERVICES		17,500
7900	RESERVE FOR CONTINGENCIES	25,239	

Total Reference B018126		\$25,239	\$25,239
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Reason: Adjustment
Description: Fund short term student worker & fund repair accounts

B018186	03/23/16		
5000	OTHER OPERATING EXP & SERVICES	37,410	
6000	CAPITAL OUTLAY		37,410

Total Reference B018186		\$37,410	\$37,410
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Reason: Adjustment
Description: Purchase small Ford van, a liftgate & aluminum gates

Fund 12: General Fund Restricted

B018112	03/15/16		
2000	CLASSIFIED SALARIES		12,643
3000	EMPLOYEE BENEFITS		13,716
5000	OTHER OPERATING EXP & SERVICES	26,359	

Total Reference B018112		\$26,359	\$26,359
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Reason: Special Project Adjustment
Description: Cover the salary/benefit cost for Administrative Secretary

B018153	03/21/16		
1000	ACADEMIC SALARIES		73,170
2000	CLASSIFIED SALARIES	40,278	
3000	EMPLOYEE BENEFITS		32,206
4000	SUPPLIES & MATERIALS	7,005	
5000	OTHER OPERATING EXP & SERVICES	13,018	
6000	CAPITAL OUTLAY	45,075	

Total Reference B018153		\$105,376	\$105,376
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Reason: Special Project Adjustment
Description: Budget revision CCPT-SP#2188

B018180	03/23/16		
2000	CLASSIFIED SALARIES	142,814	
3000	EMPLOYEE BENEFITS	77,717	
4000	SUPPLIES & MATERIALS		27,003
5000	OTHER OPERATING EXP & SERVICES		178,413
7000	OTHER OUTGO		15,115

Total Reference B018180		\$220,531	\$220,531
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Reason: Special Project Adjustment
Description: Gear Up IV - Yr 6 Budget Revision Project # 1517

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 03/14/2016 To 03/24/2016
Board Meeting on 04/11/2016**

BUDGET TRANSFERS		From	To
<u>Fund 13: GF Unrestricted One-Time Funds</u>			
B018184	03/23/16		
2000	CLASSIFIED SALARIES		28,249
3000	EMPLOYEE BENEFITS		1,751
5000	OTHER OPERATING EXP & SERVICES	30,000	
Total Reference B018184		\$30,000	\$30,000
Reason: Adjustment			
Description: Cover 19 hr. short term Administrative Clerk position			

<u>Fund 41: Capital Outlay Projects Fund</u>			
B018085	03/14/16		
5000	OTHER OPERATING EXP & SERVICES		20,000
7900	RESERVE FOR CONTINGENCIES	20,000	
Total Reference B018085		\$20,000	\$20,000
Reason: Special Project Adjustment			
Description: To fund Contract Repair Accounts			

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
<u>Fund 13: GF Unrestricted One-Time Funds</u>			
B018187	03/23/16		
8800	LOCAL REVENUES	17,386	
2000	CLASSIFIED SALARIES		4,500
3000	EMPLOYEE BENEFITS		503
7900	RESERVE FOR CONTINGENCIES		12,383
Total Reference B018187		\$17,386	\$17,386
Reason: Special Project Adjustment			
Description: Cover neg. bal. in OT accts & alloc. add'l revenue in SP3584			

RECOMMENDATION

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD REPORT - INTRAFUND AND INTERFUND TRANSFERS
From 03/14/2016 To 03/24/2016
Board Meeting on 04/11/2016**

BACKGROUND

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

ANALYSIS

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

INTRAFUND TRANSFERS

<u>Date</u>	<u>Reference#</u>	<u>Description</u>	<u>Amount</u>
03/17/16	J035754	Close underspent amount in VTEA Engineering Tech to General Fund 11 - Unrestricted	15.76

INTERFUND TRANSFERS

<u>Date</u>	<u>Reference#</u>	<u>Description</u>	<u>Amount</u>
03/15/16	J035772	Record budgeted Interfund transfer from General Fund 11 to Capital Outlay Fund 41	12,000.00

RECOMMENDATION

It is recommended the Board approve the intrafund and interfund transfers as presented.

4.2 (5)

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

To: Board of Trustees	Date: April 11, 2016
Re: Approval to Hire Independent Audit Firm	
Action: Request to Approve	

BACKGROUND

Education Code Section 84040 states that “the governing board of each community college district shall provide for an annual audit of all funds, books, and accounts of the district in accordance with regulations of the board of governors. The audit shall be made by certified public accountants licensed by the California Board of Accountancy.” Board Policy 6400 states that the Board “shall cause a Request for Proposal (RFP) of auditing services to be issued for the recruitment of an independent auditor for a contract term of no more than three (3) years”. California Code of Regulations Title 5, section 59102 states that “Arrangements for annual audits for any fiscal year as required by Section 84040 of the Education Code shall be made final no later than May 1 proceeding that fiscal year.”

ANALYSIS

The District initially contracted with the current audit firm for the fiscal year 2011-12 audit. In August, 2014, the District issued an RFP for audit services and five proposals were received and reviewed by District staff. The results of the RFP were then taken to the Board Fiscal/Audit Review Committee which recommended, and at the December 8, 2014 meeting, the Board of Trustees approved a contract extension with Vavrinek, Trine, Day & Co., LLP to assist the District with independent auditing services. 2015-16 is the second year of the extension and the fifth year contracting with this firm. The District will issue a new RFP for auditing services for the 2016-17 fiscal year audit. The following table lists the costs for 2015-16 contract.

District Entity	2015-16
District Audit	\$88,900
Rancho Santiago CCD Foundation	\$6,000
Santiago Canyon College Foundation	\$9,180
Santa Ana College Foundation	\$11,900
Measure E Bond Financial & Performance Audits	\$8,000
Measure Q Bond Financial & Performance Audits	\$10,000
Total Cost	\$133,980

RECOMMENDATION

It is recommended that the Board of Trustees approve hiring Vavrinek, Trine, Day & Co., LLP for auditing services for the 2015-16 fiscal year audit and authorize the Vice Chancellor of Business Operations/Fiscal Services to enter into the contract agreement on the District’s behalf as presented.

Fiscal Impact: \$133,980	Board Date: April 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
DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: April 11, 2016
Re:	Adoption of Resolution No. 16-09 Regarding Expenditure Transfers to Permit Payment of Obligations	
Action:	Request for Adoption	

BACKGROUND

In accordance with Education Code §42601, the Orange County Department of Education requires the district to submit an annual board resolution which authorizes the County Superintendent of Schools to make necessary transfers between the reserve for contingencies and any expenditure classification or classifications of the district as are necessary to permit the payment of obligations. This resolution covers the fiscal year ending June 30, 2016.

RECOMMENDATION

It is recommended that the Board of Trustees adopt Resolution No. 16-09 regarding expenditure transfers as presented.

Fiscal Impact:	None	Board Date: April 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	

**RESOLUTION OF THE BOARD OF TRUSTEES
OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
OF ORANGE COUNTY, CALIFORNIA**

Resolution No. 16-09, dated this 11th day of April 2016

On motion of _____, duly seconded, it is hereby resolved that, at the close of the 2015-16 fiscal year, the County Superintendent of Schools may make such transfers between the Reserve for Contingencies and any expenditure classification or classifications or balance any expenditure classification of the budget of the District for such school year as are necessary to permit the payment of obligations of the District incurred during such school year. (Education Code §42601)

Trustee Claudia C. Alvarez

Trustee Nelida Mendoza Yanez

Trustee Arianna P. Barrios

Trustee Jose Solorio

Trustee John R. Hanna

Trustee Phillip E. Yarbrough

Trustee Lawrence R. "Larry" Labrado

FOR SCHOOL FINANCIAL SERVICES USE

The transfers below were made to permit the payment of final obligations and recording of the current liabilities of the District for such school year per the Resolution above.

By _____

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

To:	Board of Trustees	Date:	April 11, 2016
Re:	Approval of Proposal for Colleague Application Hosting Services – Ellucian		
Action:	Request for Approval		

BACKGROUND

On September 14, 2015, the Board approved an agreement with Ellucian Systems for Application Management Services (AMS) with the future option to enter into Application Hosted services (AHS) or the cloud. To date, the AMS arrangement has been proven to be beneficial for maintaining the District’s critical applications of Colleague, Web Advisor, and Image Now. We are now recommending to move forward into the AHS agreement in order to expand the services into the areas of information security, disaster recovery, server and network administration, and infrastructure hardware. The infrastructure hardware is critical and timely because we would otherwise incur significant hardware replacement expenses. A discussion detailing the impact of moving Ellucian to the cloud was presented at the following venues: 1) at Chancellor’s Cabinet in December 2015; 2) at both SAC and SCC Management Team meetings in January 2016, and 3) at the Technology Advisory Group (TAG) on March 2, 2016.

ANALYSIS

The Application Hosted Services (AHS) agreement will allow Ellucian Colleague, Web Advisor, and Image Now to reside securely in the cloud (within Amazon Web Services locations), and will be hosted directly by Ellucian. The District will benefit from Ellucian’s years of experience and expertise with a fully hosted and managed solution. Ellucian cloud services provides secure facilities, with scalable infrastructure and hardware capacity, specifically to provide the ideal environment for these applications.

RSCCD would like to enter into an agreement from July 1, 2016 to June 30, 2020. Fiscal impact will be \$11,000.00 per month. There is a clause in our Ellucian Master Agreement that will cap our annual increases to not exceed 4% per year during this timeframe. This project will be funded out of the ITS budget. This cost will be partially offset with savings from the retirement of one ITS Director position, which will not be replaced, and our server and other hardware replacement expenses.

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement for Application Hosting Services between Ellucian and RSCCD as presented.

Fiscal Impact:	\$132,000 per year	Board Date:	April 11, 2016
Prepared by:	Lee Krichmar, Assistant VC of Information Technology Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor		



February 23, 2016

Mr. Peter Hardash
Vice Chancellor, Operations/Fiscal Services
Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706-1640

RE: Option to Replace/Upgrade Ellucian Managed Services

Dear Mr. Hardash:

Ellucian Company L.P. (“Ellucian”) and Rancho Santiago Community College District (“Client”) are parties to a Managed Services Agreement dated September 25, 2015, as amended (the “Agreement”) under which Client has the Option, as detailed in Section 2 of the Agreement to replace/upgrade the Managed Services provided by Ellucian under the Agreement. Client wishes to exercise the Option, and Ellucian agrees to accept Client’s acknowledgment of this letter as Client’s written notification of its intent to exercise the Option.

Effective July 1, 2016 (“Option Effective Date”), the Managed Services provided by Ellucian as outlined in Exhibit 1-A and Exhibit 1-B of the Agreement will be replaced by the Hosting Services as outlined in Exhibit 1-C attached to the Agreement. The parties agree that, as of the Option Effective Date, for the remainder of the Managed Services Term, Ellucian will only provide Client with the Hosting Services identified on Exhibit 1-C attached to the Agreement, for the fees set forth on Exhibit 2-B attached to the Agreement, on the terms and conditions set forth in the Agreement and, as of the Option Effective Date, Ellucian will no longer have the obligation to provide the Application Management Services outlined on Exhibit 1-A or the Hosting Services outlined in Exhibit 1-B, each attached to the Agreement; and the fees associated with the Option as set forth in Exhibit 2-B will supersede and replace the fees set forth in Exhibit 2-A.

Please return one executed copy to me and retain the other for your files.

Ellucian

By: _____
Mike Cleary
Vice President, Customer Success

Rancho Santiago Community College District

By: _____

Name: _____

Title: _____

Date: _____

4.5 (2)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Board Date: April 11, 2016
Re:	Approval of Resource Development Items	
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.	CATEMA Career Technical Education Management Application Grant (SAC) Santa Ana College received a grant sub-award from the Coast Community College District for the Career Technical Education Management Application (CATEMA) grant to coordinate at least two trainings at SAC to inform staff about the CATEMA system, the new processes of managing high school to community college articulation agreements and the awarding of college credit, and to provide outreach to high schools that SAC has articulation agreements with regarding the CATEMA system and the new instructor and student requirements. (15/16, 16/17). <i>No match required.</i>	04/12/2016	\$16,324
2.	North Orange County Career Access Partnership (NOCCAP) Grant (SAC) Santa Ana College received a grant sub-award from the Placentia-Yorba Linda Unified School District for the North Orange County Career Access Partnership (NOCCAP) Grant to build robust partnerships between schools, businesses, and community colleges for the establishment of kindergarten through community college (K-14) career pathway programs that provide students with progressive levels of integrated academic and career-based education and training to better prepare students for the 21st century workplace and improve student transition into postsecondary education, training, and employment. (15/16, 16/17, 17/18, 18/19). <i>The match required is \$528,970 that consists of salary and benefits costs at \$274,008, unclaimed indirect at \$10,962 and an in-kind contribution from a community partner (Walgreen's) at \$244,000.</i>	07/01/2015	\$257,235

RECOMMENDATION

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

Fiscal Impact: \$273,559.00	Board Date: April 11, 2016
Item Prepared by: Maria N. 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 # 2118
NAME: CATEMA Career Technical Education Management Application Grant
FISCAL YEAR: 2015/2016 through 2016/2017

CONTRACT PERIOD: 04/12/2015 - 09/15/2016
 CONTRACT INCOME: \$16,324
 PRIME SPONSOR: California Community College Chancellor's Office
 FISCAL AGENT: Coast Community College District
 PRIME AWARD No. : N/A
 SUB-AWARD: N/A
 CFDA #: N/A

PROJ. ADM. Bart Hoffman
 PROJ. DIR. Kimberly Mathews
 Date: 03/29/16

GL Account String	Description	New Budget	
		Debit	Credit
12-2118-000000-10000-8659	Other Reimb Categorical Allow: Santa Ana College		16,324
12-2118-649000-15205-2320	Classified Employees - Hourly :	14,146	
	-Student Services Coordinator 25 hrs/wk x 22 x \$25.72/hr		
12-2118-649000-15205-3325	Medicare - Non-Instructional :	205	
12-2118-649000-15205-3335	PARS - Non-Instructional :	185	
12-2118-649000-15205-3435	H & W - Retiree Fund Non-Inst :	141	
12-2118-649000-15205-3515	SUI - Non-Instructional :	7	
12-2118-649000-15205-3615	WCI - Non-Instructional :	340	
12-2118-675000-15205-4710	Food and Food Service Supplies :	800	
	-For food during trainings and/or working meetings		
12-2118-675000-15205-5220	Mileage/Parking Expenses :	500	
TOTAL PROJECT # 2118	CATEMA CTE Management Application Grant	16,324	16,324

SPECIAL PROJECT DETAILED BUDGET # 2XXX
NAME: California Career Pathways Trust - NOCCAP CA Career Pathways Trust Grant (Santa Ana College)
FISCAL YEAR: 2015/2016 through 2018/2019

CONTRACT PERIOD: 07/01/15 - 06/30/19
 CONTRACT INCOME: \$257,235
 PRIME SPONSOR: California Department of Education
 FISCAL AGENT: Placentia-Yorba Linda Unified School District
 PRIME AWARD No. : N/A
 SUB-AWARD: N/A
 CFDA #: N/A

PROJ. ADM. Bart Hoffman
 PROJ. DIR. KC Huynh-Dang
 Date: 03/30/16

GL Account String	Description	Year 1	Year 2	Year 3	Year 4	Total SAC	
SANTA ANA COLLEGE (Consortium Member)							
12-2XXX-000000-10000-8659	Other Reimb Categorical Allow : Santa Ana College		192,572	64,663	0	0	257,235
12-2XXX-679000-10000-5865	Indirect Costs : -Santa Ana College (4%) (exclude equipment)	2,982		2,506	0	0	5,488
PHARMACY TECHNOLOGY DEPARTMENT							
12-2XXX-122100-15719-1315	Int/Sum-Instructors,Part-Time : - Adjunct faculty for pharmacy calculations class: \$69.02/hr. x 18 hrs. x 2 LHE x 2 semesters (*LHE = lecture hour equivalent, 1 hour in class and 1 hour other duties, office hours, prep, etc.)	4,969		4,969			9,938
12-2XXX-122100-15719-1315	Int/Sum-Instructors,Part-Time : - Adjunct faculty for pharmacy calculations class: \$69.02/hr. x 18 hrs. x .5 LHE x 2 semesters (*LHE = lecture hour equivalent, 1 hour in class and 1 hour other duties, office hours, prep, etc.)	0		1,242			1,242
12-2XXX-122100-15719-3111	STRS - Instructional :	441		552			993
12-2XXX-122100-15719-3321	Medicare - Instructional :	72		90			162
12-2XXX-122100-15719-3431	H & W - Retiree Fund Inst :	50		62			112
12-2XXX-122100-15719-3511	SUI - Instructional :	2		3			6
12-2XXX-122100-15719-3611	WCI - Instructional :	119		149			268
12-2XXX-619000-15719-1453	Beyond Contract - Coordinators : - Beyond contract/reassigned time for fall and spring \$69.02/hr. x 65 hrs. x 2 semesters	8,973		8,973			17,946
12-2XXX-619000-15719-1453	Beyond Contract - Coordinators : - Beyond contract/reassigned time for summer \$106.14/hr. x 40 hrs. x 1 semesters	4,246		4,246			8,492
12-2XXX-619000-15719-1483	Beyond Contr - Reassigned Time : - Faculty reassigned time for articulation projects: 3 faculty x \$29.82/hr. x 24 hrs.	2,147		2,147			4,294
12-2XXX-619000-15719-1483	Beyond Contr - Reassigned Time : - Faculty reassigned time for curriculum development projects: 3 faculty x \$29.82/hr. x 24 hrs. (1483).	3,936		6,441			10,377
12-2XXX-619000-15719-1483	Beyond Contr - Reassigned Time : - Faculty reassigned time for curriculum development Progressive Pharm Education class: 1 faculty x \$29.82/hr. x 15 hrs. (1483).	0		447			447
12-2XXX-619000-15719-3115	STRS - Non-Instructional :	1,719		1,976			3,695
12-2XXX-619000-15719-3325	Medicare - Non-Instructional :	280		323			603
12-2XXX-619000-15719-3435	H & W - Retiree Fund Non-Inst :	193		223			416
12-2XXX-619000-15719-3515	SUI - Non-Instructional :	10		11			21
12-2XXX-619000-15719-3615	WCI - Non-Instructional :	463		534			997

5.1 (3)

SPECIAL PROJECT DETAILED BUDGET # 2XXX
NAME: California Career Pathways Trust - NOCCAP CA Career Pathways Trust Grant (Santa Ana College)
FISCAL YEAR: 2015/2016 through 2018/2019

CONTRACT PERIOD: 07/01/15 - 06/30/19
 CONTRACT INCOME: \$257,235
 PRIME SPONSOR: California Department of Education
 FISCAL AGENT: Placentia-Yorba Linda Unified School District
 PRIME AWARD No. : N/A
 SUB-AWARD: N/A
 CFDA #: N/A

PROJ. ADM. Bart Hoffman
 PROJ. DIR. KC Huynh-Dang
 Date: 03/30/16

GL Account String	Description	Year 1	Year 2	Year 3	Year 4	Total SAC				
12-2XXX-649000-15719-2320	Classified Employees - Hourly : -Student Services Coordinator (15-A) \$25.72/hr x 12 hrs/wk x 39 weeks	12,037	12,037			24,074				
12-2XXX-649000-15719-2320	Classified Employees - Hourly : -Job Developer: \$21.94/hr x 12 hrs/wk x 39 weeks	10,268	10,268			20,536				
12-2XXX-649000-15719-3325	Medicare - Non-Instructional :	323	323			647				
12-2XXX-649000-15719-3335	PARS - Non-Instructional :	290	290			580				
12-2XXX-649000-15719-3435	H & W - Retiree Fund Non-Inst :	223	223			446				
12-2XXX-649000-15719-3515	SUI - Non-Instructional :	11	11			22				
12-2XXX-649000-15719-3615	WCI - Non-Instructional :	535	535			1,071				
12-2XXX-649000-15719-4210	Books, Mags & Subscrip-Non-Lib : -Books @ \$120 x 25	3,000	0			3,000				
12-2XXX-649000-15719-4310	Instructional Supplies : -placebo medications	1,200	0			1,200				
12-2XXX-122100-15719-5100	Contracted Services : -Independent Contractor for Web Designer	5,000	0			5,000				
12-2XXX-675000-15719-5210	Conference Expenses : -Conference/travel: in-state for faculty	1,500	1,500			3,000				
12-2XXX-649000-15719-5220	Mileage/Parking Expenses : -for local meetings/trainings @ \$.54/mile	600	600			1,200				
12-2XXX-649000-15719-5800	Advertising :	982	982			1,964				
12-2XXX-649000-15719-5940	Reproduction/Printing Expenses : -Brochures	1,200	0			1,200				
12-2XXX-649000-15719-5950	Software License and Fees : -Website Software	1,500	0			1,500				
12-2XXX-122100-15719-6409	Equip-All Other >\$200 < \$1,000 : -Video camera and other items	5,000	0			5,000				
12-2XXX-122100-15719-6410	Equip-All Other >\$1,000<\$5,000 : -Video camera and other items	5,000	0			5,000				
12-2XXX-122100-15719-6410	Equip-All Other >\$1,000<\$5,000 : -12 Desktops (OptiPlex 9030 AIO: 12X \$1,210.67)	15,314	0			15,314				
12-2XXX-122100-15719-6410	Equip-All Other >\$1,000<\$5,000 : -Server/data storage	2,500	2,500			5,000				
12-2XXX-122100-15719-6411	Equip-All Other > \$5,000 : -Cleanroom Equipment	89,986	0	0	0	89,986				
12-2XXX-122100-15719-6411	Equip-All Other > \$5,000 : -Cleanroom Installation	5,000	0	0	0	5,000				
12-2XXX-122100-15719-7571	Teachers' Stipend : -Stipends for guest speakers	500	500	0	0	1,000				
PHARMACY TECHNOLOGY DEPARTMENT - SUB-TOTAL		192,572	192,572	64,663	64,663	0	0	0	0	257,235
TOTAL PROJECT # 2XXX - CCPT - NOCCAP CCPT GRANT		192,572	192,572	64,663	64,663	0	0	0	0	257,235

5.1 (4)

SPECIAL PROJECT DETAILED BUDGET # 2XXX
NAME: California Career Pathways Trust - NOCCAP CA Career Pathways Trust Grant (Santa Ana College)
FISCAL YEAR: 2015/2016 through 2018/2019

CONTRACT PERIOD: 07/01/15 - 06/30/19
 CONTRACT INCOME: \$257,235
 PRIME SPONSOR: California Department of Education
 FISCAL AGENT: Placentia-Yorba Linda Unified School District
 PRIME AWARD No. : N/A
 SUB-AWARD: N/A
 CFDA #: N/A

PROJ. ADM. Bart Hoffman
 PROJ. DIR. KC Huynh-Dang
 Date: 03/30/16

GL Account String	Description	Year 1	Year 2	Year 3	Year 4	Total SAC
Santa Ana College will leverage resources that include the following:						
Match:	KC Huyng-Dang, Project Director Oversight @ 20%	21,841	21,841	21,841	21,841	87,364
	Kimberly Mathews, Director of Special Programs @ 20%	16,493	16,493	16,493	16,493	65,972
	Maria Rios, Part-time counselor	12,665	12,665	12,665	12,665	50,660
	Theresa Hagelbarger, Career Technician	0	0	3,699	3,699	7,398
	Fringe Benefits for all positions	15,539	15,539	15,768	15,768	62,614
	Unclaimed Indirect 4% on district staff (salary and benefits)	2,662	2,662	2,819	2,819	10,962
	Sub-Total District	69,200	69,200	73,285	73,285	284,970
	Walgreen's - Provide Externships to supervise technician students	61,000	61,000	61,000	61,000	244,000
	Sub-Total Partners	61,000	61,000	61,000	61,000	244,000
	TOTAL MATCH	130,200	130,200	134,285	134,285	528,970

5.1 (5)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: April 11, 2016
Re:	Approval of Sub-Agreements between RSCCD and the South Orange County Community College District/Irvine Valley College and Orange County Superintendent of Schools for the Deputy Sector Navigator ICT/Digital Media Grant	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District was awarded the Deputy Sector Navigator - Information Communications Technology (ICT)/Digital Media grant #15-158-006 by the California Community Colleges Chancellor's Office – Workforce & Economic Development Division. The purpose of the ICT/DM grant is to focus its efforts to helping to close the state's skills gap by providing in-demand skills training for employers, creating career pathways and stackable credential programs, promoting student success and getting Californians into jobs.

ANALYSIS

The DSN ICT has identified partners that will provide Information and Communications Technology/ Digital Media grant (ICT/DM) services within the Orange County region. The following are the partners involved in this undertaking:

- DO-16-2345-01 - South Orange County Community College District/Irvine Valley College (\$20,000)
- DO-16-2345-02 - South Orange County Community College District/Irvine Valley College (\$12,000)
- DO-16-2345-03 - Orange County Superintendent of Schools (\$15,000)
- DO-16-2345-04 - Orange County Superintendent of Schools (\$10,000)

The project administrator is Enrique Perez and the project director is Gustavo Chamorro.

RECOMMENDATION

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

Fiscal Impact: \$57,000	Board Date: April 11, 2016
Prepared by: Huong Nguyen, Resource Development Coordinator	
Submitted by: Enrique Perez, J.D., Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND**

South Orange County Community College District (on behalf of Irvine Valley College)

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and the *South Orange County Community College District on behalf of Irvine Valley College* (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, RSCCD was awarded a “Information and Communications Technology/ Digital Media” grant, (hereinafter “**Grant**”), #15-158-006, from the California Community Colleges Chancellor’s Office, Economic and Workforce Development Division, to disseminate funds to community colleges for them to implement the “Information and Communications Technology/ Digital Media” (hereinafter “**Program**”), to ensure a skilled workforce in support of the regional economy and industry sector and to establish career pathways for the regional community into those regional economies.

WHEREAS, **SUBCONTRACTOR** has agreed to participate in the purpose of the Grant, and

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

NOW, THEREFORE the **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. Statement of Work

Provide Information and Communications Technology/ Digital Media grant (ICT/DM) services within **Orange County Region** (refer to **Exhibit A**). . The purpose of the ICT/DM grant is to focus its efforts on helping to close the state’s skills gap by providing in-demand skills training for employers, creating career pathways and stackable credential programs, promoting student success and getting Californians into jobs.

2. Period of Performance

The period of performance for this Agreement shall be from January 1st, 2016 through December 31st 2016.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$20,000.

4. Payment

50% of the award amount will be provided to **SUBCONTRACTOR**, upon **RSCCD**’s receipt of the fully executed Agreement and invoice for this disbursement. The remainder of the award will be paid upon receipt of a final invoice requesting payment, and the project director’s certification of the final report. **SUBCONTRACTOR** will retain documentation in accordance with Items 9. Record Keeping and 10. Audit in this Agreement, and does not need to submit it with the invoice. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes.

Invoices referencing the Agreement contract number (refer to footer in this agreement) should be submitted to the following address:

Digital Media Center
ATTN: Maria Lepe (Administrative Clerk)
1300 S. Bristol Street Santa Ana, CA 92704
Lepe_Maria@rsccd.edu

5. Reporting

SUBCONTRACTOR is responsible for completion and submission of all activity report related to the Information and Communications Technology/ Digital Media Grant to **Maria Lepe at lepe_maria@rsccd.edu**

6. Expenditure of Grant Funds.

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

7. Independent Contractor

SUBCONTRACTOR agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of **RSCCD**, nor shall its employees be entitled to any personnel benefits of **RSCCD** whatsoever.

8. 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.

9. 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.

10. Audit

SUBCONTRACTOR agrees that **RSCCD**, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. **SUBCONTRACTOR**

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

11. 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.

12. Termination

Either party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of **RSCCD** under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of **SUBCONTRACTOR** expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the **RSCCD** Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, **RSCCD** shall provide **SUBCONTRACTOR** with written notification of such determination.

13. 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:

Digital Media Center
Gustavo Chamorro
Deputy Sector Navigator/Project Director
1300 S. Bristol Street
Santa Ana, CA 92704
(714) 241-5810
chamorro.gustavo@rsccd.edu

SOCCCD on behalf of Irvine Valley College (Subcontractor)
Project Managers: Michael Salviani & Merry Kim
ATEP, 15445 Lansdowne Road
Tustin, CA 92782
(949) 282-2724 mkim209@ivc.edu

ARTICLE II

1. Legal Terms and Conditions

Both parties, **RSCCD** and **SUBCONTRACTOR** will implement the project in accordance to all conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 11/2012 and Article II, Rev. 11/2012), as set forth and incorporated into this Agreement by reference. As the **Grant** is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, **RSCCD** may modify this **Agreement** through an amendment, as needed.

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

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

*South Orange County Community College
District (on behalf of Irvine Valley College)*

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

95-2479872
Employer/Taxpayer Identification Number (EIN)

Board Approval Date: April 11, 2016

Exhibit A

Scope of Work for C-STEM (Computing-STEM) Project for Academic Year 2015-16

Proposal By: Merry Kim

Fiscal Agent: Irvine Valley College (SOCCCD)

Mailing Address: ATEP, 15445 Lansdowne Road, Tustin, CA 92782

Project Director: Merry Kim ~ mkim209@ivc.edu ~ (949) 282-2724

ABOUT THE PROJECT:

The goal of the C-STEM (Computing, Science, Technology, Engineering and Math) Project is to provide Orange County middle school, high school and college students and faculty with an exciting opportunity to learn and utilize UC Davis C-STEM Center's innovative educational program which integrates computer programming, robotics, Algebra/math and digital media into teaching STEM subjects – a dynamic, multi-dimensional, interdisciplinary and fun combination. The funds from the Information Communication Technology/Digital Media Arts (ICT/DMA) Deputy Sector Navigator will support the organization of Orange County's 3rd C-STEM Day on Saturday, May 21st or 28th, 2016, and pre and post C-STEM Day support for participating faculty, students and schools/colleges.

NEED:

Information Communication Technology is a critical industry sector for the growth and prosperity of Orange County. According to the Orange County Workforce Indicators Report 2013-14,

- A highly skilled IT workforce is essential to driving economic growth in a fast growing knowledge-based economy
- The average IT salary is about \$28,000 higher than OC's annual average salary for all industries
- The key issues to address in the coming years is in supplying employers with a steady pipeline of students and technicians qualified to fill gaps in IT employment county-wide
- Specialized skills derived from the STEM disciplines are widely applicable to a large number of county businesses today and in the foreseeable future

However, the course offerings, learning opportunities and student interest in these areas are less than ideal at the K-12 and, to a lesser degree, at the community college levels. Further, the study of Algebra, the gatekeeper for STEM disciplines has been a perennial problem for many students, including college students who struggle with remedial Algebra. The OC C-STEM project aims to provide innovative learning opportunities and contribute to solving these problems.

OBJECTIVES:

- Promote awareness and interest in the Information Communication Technology (ICT) as a field of study and career for K-14;
- Provide students with the opportunity to gain technical knowledge and develop critical thinking and problem-solving skills through project-based computing, robotics, digital media and math-integrated C-STEM curricula and learning activities;
- Organize the countywide 2nd Annual C-STEM Day in Orange County (Saturday, May 21 or 28th 2016);
- Showcase student learning through the RoboPlay Challenge Competition and Video Roboplay Competition on C-STEM Day
- Provide participating faculty with professional development opportunities and organize meetings and workshops;
- Increase the level of connectivity between (1) faculty-to-faculty; (2) students-to-students at the middle school, high school and college levels; and (3) students-to-industry;

Dr. Harry Cheng, the Director of UC Davis C-STEM Center and Mechanical and Aerospace Engineering Professor developed modular robots which have advanced features found in the newest robotics systems and C-STEM curricula which are UC a-g approved. This interdisciplinary and hands-on innovative project is in alignment with the goals of the national agenda to expand and enhance STEM education and with the goals of the Community College's "Doing What Matters for Jobs and Economy."

Exhibit A

Scope of Work for C-STEM (Computing-STEM) Project

Project Director: Merry Kim ~ mkim209@ivc.edu ~ (949) 282-2724

WORK PLAN

Academic Year 2015-16: Spring and Fall Semesters

Timeline	Activities	Performance/Evidence of Activity Completion
Spring Semester 2016	Provide pre-C-STEM Day support for C-STEM participating faculty and their students.	NOTE: Throughout the project, the DSN and his staff are cc'ed on emails/communications to keep them posted and as evidence of progress and activities for DSN grant files.
May 21 st or 28 th 2016	Organize OC's 3rd C-STEM Day (Competition).	
Summer to Fall 2016	Provide post C-STEM Day support (professional development, etc.) and/or projects	Also, the below will be evidence: -Meeting agenda, sign-in sheets, other paperwork
December 2016	Final Report/Invoice due to ICT/DMA DSN	-Student work/projects/photos Photos/Videos, Email communications, C-STEM Competition Brochures -Grant completion report/Invoice

Exhibit A

C-STEM Project/C-STEM Day 2016 Budget

Items

Facility Rental/Use + setup	
Parking, direction signage	
A/V rental - projector/screen/sound system	
Table/chair rentals/stanchion/draping/tape or pipe	
competition boards/pads/Linkbots/dongles/ practice boards/accessories/ChIde software/C-STEM Books/other related items for competition/laptops/portable printer/camera and other equipment for C-STEM training-workshops- competition	
team registration fees & professional development/training/conference for teachers/ project director/key lead volunteers	
signage, poseters, marketing related costs	
food/beverages	
t-shirts for volunteers and judges	
miscellaneous (tape measures, clip boards, printed resource material for teams, name tags, etc.)	
Total	\$14,600

People

Assistants/NBU to organize/coordinate on the day of C-STEM Competition & prior	
Facilities/Construction/Handy Person (setup, building competition boards, transportation, etc.)	
Lead Volunteer coordinator, professional development presenter	
Photographers/ Videogrphers & video/marketing materials production	
A/V support and other assistants	
Total	\$5,400

GRAND TOTAL FOR C-STEM DAY	\$20,00
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**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND**

South Orange County Community College District (on behalf of Irvine Valley College)

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and *South Orange County Community College District on behalf of Irvine Valley College* (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, RSCCD was awarded a “Information and Communications Technology/ Digital Media” grant, (hereinafter “**Grant**”), #15-158-006, from the California Community Colleges Chancellor’s Office, Economic and Workforce Development Division, to disseminate funds to community colleges for them to implement the “Information and Communications Technology/ Digital Media” (hereinafter “**Program**”), to ensure a skilled workforce in support of the regional economy and industry sector and to establish career pathways for the regional community into those regional economies.

WHEREAS, **SUBCONTRACTOR** has agreed to participate in the purpose of the Grant, and

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

NOW, THEREFORE the **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. Statement of Work

Provide Information and Communications Technology/ Digital Media grant (ICT/DM) services within **Orange County Region** (refer to **Exhibit A**). The purpose of the ICT/DM grant is to focus its efforts on helping to close the state’s skills gap by providing in-demand skills training for employers, creating career pathways and stackable credential programs, promoting student success and getting Californians into jobs.

2. Period of Performance

The period of performance for this Agreement shall be from January 1st, 2016 through December 31st, 2016.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$12,000.

4. Payment

50% of the award amount will be provided to **SUBCONTRACTOR**, upon **RSCCD**’s receipt of the fully executed Agreement and invoice for this disbursement. The remainder of the award will be paid upon receipt of a final invoice requesting payment, and the project director’s certification of the final report. **SUBCONTRACTOR** will retain documentation in accordance with Items 9. Record Keeping and 10. Audit in this Agreement, and does not need to submit it with the invoice. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes.

Invoices referencing the Agreement contract number (refer to footer in this agreement) should be submitted to the following address:

Digital Media Center
ATTN: Maria Lepe (Administrative Clerk)
1300 S. Bristol Street Santa Ana, CA 92704
Lepe_Maria@rsccd.edu

5. Reporting

SUBCONTRACTOR is responsible for completion and submission of all activity report related to the Information and Communications Technology/ Digital Media Grant to **Maria Lepe at lepe_maria@rsccd.edu**

6. Expenditure of Grant Funds.

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

7. Independent Contractor

SUBCONTRACTOR agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of **RSCCD**, nor shall its employees be entitled to any personnel benefits of **RSCCD** whatsoever.

8. Subcontract Assignment

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SUBCONTRACTOR shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with state **SUBCONTRACTOR** guidelines. **SUBCONTRACTOR** shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by **SUBCONTRACTOR**. By entering into this Agreement **SUBCONTRACTOR** agrees that it is the direct provider of intended services. Upon request, **SUBCONTRACTOR** shall submit to **RSCCD** copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

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

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SUBCONTRACTOR agrees that **RSCCD**, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. **SUBCONTRACTOR**

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

11. 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.

12. Termination

Either party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of **RSCCD** under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of **SUBCONTRACTOR** expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the **RSCCD** Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, **RSCCD** shall provide **SUBCONTRACTOR** with written notification of such determination.

13. 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:

Digital Media Center
Gustavo Chamorro
Deputy Sector Navigator/Project Director
1300 S. Bristol Street
Santa Ana, CA 92704
(714) 241-5810
chamorro.gustavo@rsccd.edu

SOCCCD on behalf of Irvine Valley College (Subcontractor)
Project Managers: Michael Salviani & Merry Kim
ATEP, 15445 Lansdowne Road
Tustin, CA 92782
(949) 282-2724 mkim209@ivc.edu

ARTICLE II

1. Legal Terms and Conditions

Both parties, **RSCCD** and **SUBCONTRACTOR** will implement the project in accordance to all conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 11/2012 and Article II, Rev. 11/2012), as set forth and incorporated into this Agreement by reference. As the **Grant** is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, **RSCCD** may modify this **Agreement** through an amendment, as needed.

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

South Orange County Community College District (on behalf of Irvine Valley College)

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

95-2479872
Employer/Taxpayer Identification Number (EIN)

Board Approval Date: April 11, 2016

EXHIBIT A

Cyber Patriot Conceptual Project Definition

Irvine Valley College agrees to coordinate the Cyber Patriot competition team project. This proposed project has four major elements:

1. Outreach to all high school districts in Orange County,
2. Coach training for high school coaches,
3. Help with the Cyber Patriot Team enrollment costs, and
4. Virtual hosting of a Cyber Security competition. The outreach to the high school districts will begin this summer with meetings with the high school districts in Orange County and then will follow up with meetings with interested high school faculty to help them understand the competitions. The Coaches training will help the high school faculty to be comfortable with the use of the Netlab environment and Cyber Patriot game playing. The third element deals with negotiating a reduced entrance rate for the Cyber Patriot competition teams, and then to help the participating high schools with their entrance fees. Finally, Irvine Valley College will host at least one Cyber Security competition that would be free to all Orange County high school students.

Tentative Budget

\$1,500 Stipend for Irvine Valley College Lead Faculty to work with the high schools

\$3,500 Salary for classified or non-classified to recruit student teams, marketing, mentor stipend and related support

\$2,000 Materials and lab setups for Netlab/Cyber Patriot coaches training, services

\$ 500 Photocopying, miscellaneous office supplies

\$4,500 Cyber Patriot Team Entrance Fee

\$12,000 Total Mini-Grant

Tentative Timeline

July/August Begin contacts with local high school district administrators

September Cyber Patriot Coaches Clinic

October-Dec. Cyber Patriot Competitions

****Above budget is tentative and subject to change dependent upon various factors related to the number of student teams participating, etc. ICT/DM DSN will be notified if budgetary changes are needed and permission sought.**

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Deputy Sector Navigator/Project Director
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chamorro_gustavo@rsccd.edu

Orange County Superintendent of Schools
Coordinator: Jillian Johnson-Sharp
Email: JJohnson-Sharp@ocde.us
Phone: (714) 966-3534

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RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

95-6000943
Employer/Taxpayer Identification Number (EIN)

Board Approval Date: April 11, 2016



A partnership of the Orange County Department of Education and the Garden Grove, Orange and Santa Ana Unified School Districts, dedicated to World Class Career Technical Education



ORANGE COUNTY DEPARTMENT OF EDUCATION

CTEp Administration Office
Central Orange County CTE Partnership
2323 North Broadway, Suite 301
Santa Ana, CA 92706
Main No.: (714) 966-3528
www.ocde.us/CTEp

CTE Partnership STEERING COMMITTEE

ORANGE COUNTY DEPARTMENT OF EDUCATION

DIANA SCHNEIDER, M.A. Ed., CTE
Senior Director,
Central Orange County CTEp
2323 N. Broadway, Suite 301
Santa Ana, CA 92706

GARDEN GROVE UNIFIED SCHOOL DISTRICT

MYRA CLARKE
Director, Career and Technical Education
Lincoln Education Center
11262 Garden Grove Blvd.
Garden Grove, CA 92843

ORANGE UNIFIED SCHOOL DISTRICT

KATHY BOYD
Coordinator, CTE/ROP/STEM/Career Pathways
Career Education Center
250 S. Yorba Street
Orange, CA 92869

SANTA ANA UNIFIED SCHOOL DISTRICT

DON ISBELL
Director, Career Technical Education
SAUSD-Career Technical Education
1801 South Greenville Street
Santa Ana, CA 92704

EXHIBIT A

CAREER TECHNICAL EDUCATION PARTNERSHIP

Central Orange County
Orange County Department of Education

March 1, 2016

To: Gustavo Chamorro, Deputy Sector Navigator ICT/DMA
Rancho Santiago CCD

From: Jillian Johnson-Sharp, Coordinator, C & I, Project Lead
Diana Schneider, Sr. Director *DSS*
Orange County Department of Education
Central Orange County CTE Partnership

Subject: Mini-Grant Proposal \$15,000

PROPOSAL: ocMaker Challenge –Training for Teachers and Students in Smart Technologies.

The ocMaker Challenge is a county-wide STEM Design Project for student teams from Middle Schools, High Schools and Community Colleges. The project combines *STEM* technologies, *Art* and *Design* in a real-world, authentic experience, delivered in the classroom by teachers across multiple disciplines, from Math, Science and Art to Technology and Engineering. This **integrated STEM Design Project** delivers solid student outcomes that meet both academic standards and the deliverables for various current educational initiatives. This year, **71 teachers from 52 Orange County Schools and Colleges** will be participating in the Challenge. Approximately 430 student teams are currently working on projects.

We know that STEM education is both a **Global Target** and a **National Imperative**. The US STEM Foundation states "*We believe that STEM education is vital for ALL students if the United States hopes to stay competitive in the global economy*". At the ocMaker Challenge we believe that in order to deliver this to ALL students, we needed a way to attract, engage and ultimately empower students who otherwise might not see these areas of study accessible or of interest to them. By purposely putting the STEM into "Making", we can use it as the vehicle and have it delivered by teachers across the curriculum. This strategy can significantly increase the number of students

who are exposed to and can become successful in this real world, authentic applications of STEM competencies.

The Challenge uses a framework that fosters the use of new technologies, and guides, but does not limit creativity. It is the integration of creative goals with technical skills. Participants are asked to create a product that solves a problem using Design Thinking, Creativity, Innovation and the known and purposeful application of STEM competencies. 3D modeling software and 3D printed parts have to be used in creating the prototype, and the application of **Intelligent/Smart Technologies** enables students to compete at a higher level. The mission is to have these technologies in every classroom and we work to locate the necessary funding to support the schools.

As **Computer Science** is now officially a STEM subject area, the ocMaker Challenge is working to build the capacity of participating teachers by providing training, and support in critical areas of need. One of those areas has been identified in the area of the **understanding, and programming devices to accomplish a defined outcome, either individually/standalone or through a network.** As microcontrollers are essentially small computers on a single integrated circuit containing a processor core, memory, and programmable input/output peripherals, they provide an engaging real world environment for students to learn and apply programming. In addition, The Internet of Things, where smarter, interconnected devices use sensors to interact with people, the environment and other devices, is an evolving area that will play a significant role in the everyday lives of both teachers and students.

OcMaker intends to bring this knowledge and training in new technologies into Orange County schools. This proposal is to provide the training/workshops and materials. Teachers will be trained, and will then be able to take the technology, and their knowledge, back to the classroom to use with their students. Some student activities and experiences are also planned.

ESTIMATED COSTS:

Training and materials for participating teachers: \$15,000.00

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8. 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.

9. 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.

10. Audit

SUBCONTRACTOR agrees that **RSCCD**, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. **SUBCONTRACTOR**

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

11. 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.

12. Termination

Either party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of **RSCCD** under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of **SUBCONTRACTOR** expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the **RSCCD** Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, **RSCCD** shall provide **SUBCONTRACTOR** with written notification of such determination.

13. 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:

Digital Media Center
Gustavo Chamorro
Deputy Sector Navigator/Project Director
1300 S. Bristol Street
Santa Ana, CA 92704
(714) 241-5810
chamorro.gustavo@rsccd.edu

Orange County Superintendent of Schools
Coordinator: Diana Schneider
Email: DSchneider@ocde.us
Phone: (714) 966-3538

ARTICLE II

1. Legal Terms and Conditions

Both parties, **RSCCD** and **SUBCONTRACTOR** will implement the project in accordance to all conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 11/2012 and Article II, Rev. 11/2012), as set forth and incorporated into this Agreement by reference. As the **Grant** is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, **RSCCD** may modify this **Agreement** through an amendment, as needed.

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

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

95-6000943
Employer/Taxpayer Identification Number (EIN)

Board Approval Date: April 11, 2016



A partnership of the Orange County Department of Education and the Garden Grove, Orange and Santa Ana Unified School Districts, dedicated to World Class Career Technical Education



**ORANGE COUNTY
DEPARTMENT OF
EDUCATION**

CTEP Administration Office
Central Orange County CTE Partnership
2323 North Broadway, Suite 301
Santa Ana, CA 92706
Main No.: (714) 966-3528
www.oode.us/CTEP

**CTE Partnership
STEERING COMMITTEE**

**ORANGE COUNTY DEPARTMENT
OF EDUCATION**

DIANA SCHNEIDER, M.A. Ed., CTE
Senior Director,
Central Orange County CTEp
2323 N. Broadway, Suite 301
Santa Ana, CA 92706

**GARDEN GROVE UNIFIED SCHOOL
DISTRICT**

MYRA CLARKE
Director, Career and Technical Education
Lincoln Education Center
11262 Garden Grove Blvd.
Garden Grove, CA 92843

**ORANGE UNIFIED SCHOOL DISTRICT
KATHY BOYD**

Coordinator, CTE/ROP/STEM/Career Pathways
Career Education Center
250 S. Yorba Street
Orange, CA 92869

**SANTA ANA UNIFIED SCHOOL DISTRICT
DON ISBELL**

Director, Career Technical Education
SAUSD-Career Technical Education
1801 South Greenville Street
Santa Ana, CA 92704

EXHIBIT A

**CAREER
TECHNICAL
EDUCATION
PARTNERSHIP**
Central Orange County

Orange County Department of Education

March 1, 2016

To: Gustavo Chamorro, Ph.D.
Deputy Sector Navigator, ICT/DMA
Rancho Santiago Community College District

From: Diana Schneider, Sr. Director, CTE Partnership
Orange County Department of Education

Subject: Proposal – Video Project/Promotional Materials - \$10,000

Thank you for the opportunity to submit this proposal for funding under the Doing What Matters/Deputy Sector Navigators initiative.

Although much is known about the benefits of participating in Career Technical Education (CTE) Pathways programs, there are still many students, counselors and parents who are not well-informed about the CTE programs that are currently available in their schools. In fact, there is a wide variety of excellent programs that begin in middle school which allow students to explore California's 15 Industry Sectors and 58 Career Pathways. This project will provide the information necessary to help stakeholders make informed decisions about their students' futures.

Another issue driving this project is that there are still those who believe that all students should prepare solely for entrance into a four-year university. To counter this, a team of students will produce a video promoting the many benefits of Career Technical Education. It will describe the opportunities available to students so they understand that they can prepare for both college and a career. The video will especially target middle school students to help them choose a Career Pathway before they enter high school.

In addition to the video project, promotional brochures will be created to illustrate the benefits of participating in CTE Pathways. These will be available for distribution by counselors and teachers to interested students and parents.

Thank you again for this opportunity to inform stakeholders about CTE Career Pathways. Please feel free to contact me if you have any questions.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Board of Trustees**

To: Board of Trustees	Date: April 11, 2016
Re: First Reading of Board Policy	
Action: Request for Approval	

BACKGROUND

The Board Policy Committee met on January 25, 2016, and asked staff to draft a policy to be placed on the February 22, 2016, board of trustees meeting agenda which would prohibit gifts to board members or employees from an individual or business that conducts business with the district. On February 16, 2016, the Board Policy Committee met again, reviewed the language and although the committee had issues with some of the language in the proposed policy, the committee requested the policy be brought to the full board for a first reading. The committee understands that two existing policies on ethics would also need to be amended to include a new gift policy approved by the board. The proposed policy was presented to the board for a first reading on February 22, 2016, and as an information item for review and comment at the March 14, 2016, board meeting as BP 3821 Gifts to Employees and Officials. The Board Policy met on March 28, 2016 and again on April 4, 2016 and has finalized the committee's recommendation for a gift policy for RSCCD.

ANALYSIS

The Board Policy Committee supports adoption of this policy in order to increase transparency, increase the public's confidence in the district's handling of decisions and provide guidance for trustees and employees on appropriate conduct.

RECOMMENDATION

The Board Policy Committee recommends the board take action and adopt a gift ban policy for board members and certain employees at the April 25, 2016, meeting.

Fiscal Impact: None	Board Date: April 11, 2016
Prepared by: John Hanna, Chairman, Board Policy Committee & Vice President, Board of Trustees	
Submitted by: John Hanna, Chairman, Board Policy Committee & Vice President, Board of Trustees	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

BP 3821 Gift Ban Policy (NEW)

References:

California Code of Regulations, Title 2, Sections 18730 et seq.
California Government Code, 87200 and 54950

Definitions

For the purposes of this policy:

1. *District* means the Rancho Santiago Community College District, including Santa Ana College, Santiago Canyon College, and the educational centers affiliated with the colleges.
2. *District officer* means every person who is elected or appointed to the District Board of Trustees.
3. *Designated employee* means every employee of the District who is designated in the District's Conflict of Interest Policy/Regulation to file a statement of economic interests and every member of a board or committee under the jurisdiction of the Board of Trustees required to file such a statement.
4. *Doing business with the District* means:
 - a. Seeking the award of a contract or grant from the District; or
 - b. Having sought the award of a contract or grant from the District in the past twelve (12) months; or
 - c. Being engaged as a lobbyist or lobbyist firm, as defined in this article, from the time of such engagement until twelve (12) months after the award of the contract grant, permit, or other entitlement for use, which was the subject of the engagement; or
 - d. Having an existing contractual relationship with the District, until twelve (12) months after the contractual obligations of all parties have been completed; or
 - e. Seeking, actively supporting, or actively opposing the issuance, by the District, of a discretionary permit, or other discretionary entitlement for use, or having done any of these things within the past twelve (12) months.
5. *Gift* shall have the meaning it is defined to have in the California Political Reform Act, and the regulations issued pursuant to that Act, except that the following shall not be deemed to be gifts:
 - a. Meals, beverages, and free admission at any event sponsored by, or for the benefit of, a bona fide educational, academic, or charitable organization, and commemorative gifts from such organizations.
 - b. Flowers, plants, balloons or similar tokens which are given to express condolences, congratulations, or sympathy for ill health, or to commemorate special occasions, provided that gifts made or received under this exemption shall not exceed a value of fifty dollars (\$50.00) from any single source in any calendar year.
 - c. A prize awarded on the basis of chance in a bona fide competition not related to the official status of the District officer or designated employee.
 - d. Gifts from any agency of a foreign sovereign nation, provided that such gifts are unconditionally donated by the District officer or designated employee to the District official designated by the Chancellor in an administrative regulation within forty-five (45) days of receipt, and the District officer or designated employee does not claim any tax deduction by virtue of such donation.
 - e. Food, beverages, and free admission provided by a governmental agency or provided to the public at large, for ceremonial functions commemorating the

- groundbreaking, opening, or naming of a governmental facility.
- f. Food and beverages consumed by District officers or designated employees that total less than \$5.00 per occasion.
6. *Lobbyist* shall mean any individual, including an attorney, who is employed or contracts for consideration, other than reimbursement of reasonable travel expenses, to communicate directly with any District officer or designated employees for the purpose of seeking, actively supporting, or actively opposing the award of a contract or grant from the District or the issuance, by the District, of a discretionary permit, or other discretionary entitlement for use. An attorney shall not be considered a lobbyist when performing activities which can only be performed by a person admitted to the practice of law.
7. *Lobbyist firm* shall mean (1) any business entity, which is employed or contracts for consideration, other than reimbursement of reasonable travel expenses, to communicate directly with a District officer or designated employee for the purpose of seeking, actively supporting or actively opposing the award of a contract or grant from the District, or the issuance, by the District, of a discretionary permit, or other discretionary entitlement for use, or (2) any business entity of which any member or employee is a lobbyist.
8. *Principal* shall mean any individual or business entity which employees or contracts with a lobbyist or lobbyist firm for any of the purposes stated in subsection (6) or (7) of this section.
9. An individual or business entity shall be deemed to be employed or contracting to communicate directly with a District officer or designated employee if it is reasonably foreseeable that in the course of employment or in the course of performing the contract the individual or an employee of the entity will have a telephone conversation or a discussion with any District officer or designated employee, outside of any meeting governed by the Ralph M. Brown Act (which is codified in the California Government Code commencing with section 54950), for the purpose of seeking, actively supporting, or actively opposing the award of a contract or grant from the District, or the issuance, by the District, of a discretionary permit, or other discretionary entitlement for use.
10. An individual lobbyist who is an officer, partner or employee of his or her principal shall be deemed to be "engaged" within the meaning of this section on the first occasion on which he or she engages in a telephone conversation or discussion described in subsection (9) of this section. A lobbyist firm, or an individual lobbyist who is not an officer, partner or employee of his or her principal shall be deemed to be "engaged" within the meaning of this section upon the completion an agreement, oral or written, to provide the services specified in subsection (6) or (7) of this section.

Prohibitions

1. No person who is doing business with the District shall make any gift to any District officer.
2. No person who is doing business with the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation.
3. No District officer shall solicit or accept any gift from any person whom he knows,

or has reason to know, is doing business with the District.

4. No designated employee shall solicit or accept any gift from any person whom he knows, or has reason to know, is doing business with the District, when such employee, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or has done any of the above during the twelve (12) months preceding the donation.
5. No District officer nor designated employee shall accept any gift when the identity of the donor is not known to the District officer or designated employee.

Violations and Enforcement

1. Any District officer in violation of this policy shall be subject to removal from a position of a Board officer, removed as a Chair or member of a standing or ad hoc committee and may be censured or reprimanded pursuant to enforcement of the Board's ethics policies. The Board must take action on any alleged violation of this policy in open session.
2. Any designated employee in violation of this policy shall be subject to discipline, including reprimand, suspension and dismissal. A designated employee who sits on a board or committee under the jurisdiction of the Board of Trustees may be removed by the Board if found to be in violation of this policy.
3. The Chancellor and College Presidents will ensure there is annual training sessions on ethics for District officers and all employees, and the ethics training shall include discussions about this policy, the Board policies on ethics and updates on the Fair Political Practices Commission's rulings and policies concerning gifts. All new employees of the District must take a training course on ethics arranged by the District. While all employees are not covered by the prohibitions and restrictions of this policy, it is important that all employees are aware of the District's policy on gifts to ensure compliance.
4. The Chancellor shall establish an administrative regulation that ensures district employees and officials follow this policy.

Adopted: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Human Resources and Educational Services**

To:	Board of Trustees	Date April 11, 2016
Re:	First Reading of Revised Board Policies	
Action:	Information	

BACKGROUND

The Board Policy Committee met on April 4, 2016 and reviewed revisions to three current policies. These revised policies are now presented for first reading.

ANALYSIS

The Board Policy Committee is recommending the policies 2715 and 7001 be revised to incorporate references to the proposed Gift Ban Policy (BP3821). The Board Policy Committee is also recommending a revision to BP 7132 – Management Medical/Dental Benefits.

RECOMMENDATION

Board Policies 2715, 7001 and 7132 are presented for first reading as an information item.

Fiscal Impact: None	Board Date: April 11, 2016
Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Recommended by: Dr. Raúl Rodríguez, Chancellor	

BP 2715 Code of Ethics/Standards of Practice

Reference:

ACCJC Accreditation Standard IV.C.11 (formerly IV.B.1.a, e, & h)

All Rancho Santiago Community College District board members, including the student trustee, are committed to maintaining the highest standards of conduct and ethical behavior. The Board believes that in promoting trust, confidence, and integrity in the working relationship between Trustees, administrators, faculty and Staff. The Board and its individual Trustees are committed to the following:

- In all decisions the Board will consider the educational welfare and equality of opportunity of all students in the District.
- Trustees are elected to represent the interests and serve the needs of the entire District and to promote the mission of Rancho Santiago Community College District.
- Trustees are non-partisan elected officials and will always put District and college priorities before their own political or personal priorities.
- Trustees hold a public trust that requires and will ensure that their actions avoid conflicts of interest and any appearance of impropriety, including adherence to Board Policy 3821 Gift Ban Policy.
- Trustees will speak on behalf of the Board only when granted such authority by a majority of the Board.
- Trustees shall be respectful of others in any discussions related to the district and colleges.
- Trustees clearly articulate to the Chancellor the Board's expectations, will support the work and efforts of the Chancellor, and keep the Chancellor informed of matters related to the district and colleges.
- Trustees will respect the confidentiality of all privileged information.
- Trustees will uphold the letter and spirit of the Ralph M. Brown Act and make all official decisions and actions of the Board of Trustees in open and public meetings.
- Trustees will remain informed about the district, educational issues, and responsibilities of trusteeship, and will work in the best interest of the entire district.

The President of the Board, in consultation with the Chancellor, is authorized to consult with legal counsel when they become aware of or are informed about actual or perceived violations of pertinent laws and regulations, including but not limited to conflict of interest, open and public meetings, confidentiality of closed session information, and use of public resources. Violations of law may be referred to the District Attorney or Attorney General as provided for in law.

Violations of the board's policy code of ethics will be addressed by the President of the Board, who will first discuss the violation with the trustee to reach a resolution. If resolution is not achieved and further action is deemed necessary, the president may appoint an ad hoc committee to examine the matter and recommend further courses of action to the board. Sanctions will be determined by the board officers and may include a recommendation to the board to censure of the trustee, remove the trustee from a board officer position or from board committee assignments. If the President of the Board is perceived to have violated the code, the vice president of the board is authorized to pursue resolution.

Revised: April 28, 2016 (Previously BP9002)

References Updated: March 16, 2015

BP 7001 Code of Ethics

Reference: Accreditation Standard IIIA.1.d

All employees of Rancho Santiago Community College District are professionals who are dedicated to promoting a climate which enhances the worth, dignity, potential, intellectual development, and uniqueness of each individual, as well as the collegiality of a learning community. Although we work in various settings and positions, we are committed to protecting human rights and to the advancement of learning. While we require an environment with freedom of inquiry and open communication, we accept the responsibility these freedoms require: competency; objectivity in the application of skills; concern for the best interest of students, colleagues, and a learning community; and avoidance of conflicts of interest and the appearance of impropriety.

The consistent exercise of integrity is the cornerstone of ethical behavior.

Ethical behavior is often defined as "right" or "good" behavior as measured against commonly accepted rules of conduct for a society or profession. The ethical person is often described as one who is fair, honest, straightforward, trustworthy, objective, moral, and unprejudiced.

The RSCCD Board of Trustees, administration, faculty, staff, and contractors shall subscribe to the following standards of ethical and professional behavior. For purposes of this policy "employees" refers to individuals hired and/or paid by the District, including members of the Board of Trustees, full- and part-time employees, and student employees. Employees will:

- address responsibilities and work with people without prejudice, and therefore not discriminate unjustly against or in favor of any student or employee. Employees will act to prevent intimidation, harassment, favoritism, and discrimination.
- ensure the accurate representation of District and college goals, services, programs, and policies to the public, students, and colleagues.
- avoid creating the impression that, when speaking as individuals, we speak or act for the District or the colleges.
- not enter into relationships that seek to benefit the employee at the expense of the District, a student, or a person under their supervision. They avoid conflicts of interest which may result from dual relationships, such as those of a contractual, personal, financial, or sexual nature.
- avoid conflicts of interest between their contractual obligations to the District and those to private business or personal commitments. For example, they will not solicit clients and sell services or products during the course of their regular work at RSCCD, and they refuse remuneration for services rendered to persons for whom they perform the same services as an employee of the District, and adhere to Board Policy 3821 Gift Ban Policy.
- not use the resources of the District (e.g., computers, programs, offices, supplies) to secure financial gain for oneself or any other person or party. No employee shall conduct business at the District that is not directly related to the mission of the District and colleges.
- recognize that personal problems and conflicts can interfere with employee effectiveness. Accordingly, employees monitor their personal and professional effectiveness, seek assistance when needed (e.g., psychological, medical, legal), and maintain physical, mental, and emotional health.
- contribute to the development of their respective professions through dialogue with colleagues; serving professional organizations; and serving as mentors to emerging professionals.
- maintain and enhance individual professional effectiveness, currency, and competence through continuing education to improve abilities and acquire new knowledge, and they assure the same opportunity for persons within their supervision.
- accurately represent their experience and credentials, competencies and limitations to all concerned. Employees will provide services within the boundaries of their competence, based on their education, training, professional experience, ongoing professional development and licensure.

- in supervisory, management and administrative roles, treat those they supervise with respect and integrity, and value the well-being of employees as they make decisions about the needs of the institution. They use the power inherent in their positions wisely and with serious regard for individual worth and personal and professional growth.
- foster openness by encouraging and maintaining two-way communication, characterized by honesty and integrity.
- ensure that students and employees have access to varying points of view.
- make reasonable effort to protect students and employees from conditions harmful to learning or to health and safety.
- not disclose private information about students or employees obtained in the course of professional service, unless disclosure serves a compelling professional purpose or is required by law.
- recognize that an information society gives us access to increasing amounts of data, much of it automated. They exercise the privilege of using such information with care and integrity, actively protect the privacy of individuals, and use due caution when creating conclusions relative to such data specific to RSCCD.
- avoid knowingly making false or malicious statements about students or employees.
- not intentionally embarrass or disparage a student or employee.
- be respectful of fellow employees, community members, and students and their opinions. Diverse opinions and free inquiry should be encouraged.
- facilitate a climate of trust and mutual support through relationships focused on respect for reason, freedom of expression, and the right to peacefully dissent.
- not impose personal values, beliefs, and behaviors on others.

Revised April 28, 2016 (Previously BP7020)

BP 7132 Management Medical/Dental Insurance Benefits

Eligibility

All management employees (including cabinet-level employees) who have an assignment of 50% or more are eligible for District-paid Group Medical/Dental benefits. The District's contribution in each succeeding year will be the District's cost for medical/dental benefits during the immediate preceding year plus an amount not to exceed ~~10%~~ 6%.

Health Insurance

The District will provide management employees with a cafeteria health insurance program. Each employee will receive a cash allocation based upon the medical insurance option selected. The allocation for employees working under a contract of 50% to 79% will be pro-rated. The employee can assign this allocation or any part of it toward additional insurance coverage (dental, vision) or may receive it as cash.

Life Insurance

Active employees will receive life insurance benefits in the amount of the employee's annual salary or \$50,000, whichever is greater.

Retired Staff

For the purposes of determining benefit eligibility under this policy, retirement is defined as a management employee's termination from full-time District employment which is concurrent with his/her retirement under STRS and/or PERS.

Retired management employees shall receive District-paid medical/dental benefits based upon the following eligibility criteria:

Managers whose first date of full-time service was prior to May 31, 1986, shall receive the same District-paid medical insurance coverage as is provided to active management employees for life.

Managers whose first date of full-time service was on or after May 31, 1986, and who serve as a manager for at least fifteen (15) years shall receive the same District-paid medical insurance coverage as is provided to active management employees until age 70, after which such retirees may continue coverage at their own expense.

Managers employed under individual administrative contracts retiring on or after July 1, 1975, with less than fifteen (15) but with five (5) or more years of service to the District may participate in medical/dental benefits by paying their own premiums.

Surviving dependent spousal benefits will continue at District expense for administrators hired prior to July 1, 1989, and for supervisory/confidential employees hired prior to April 11, 2005. Surviving dependent spouses of those employees hired on or after these respective dates (and having five or more years of service with the District) may continue surviving dependent spousal benefits at their own expense.

Revised _____ ~~October 28, 2013~~ (Previously BP4402)



DATE: February 26, 2016

TO: California Community College Trustees
California Community College District Chancellors/Superintendents

FROM: Larry Galizio, President/CEO

SUBJECT: CCCT BOARD ELECTION — 2016

Pursuant to the CCCT Board Governing Policies, the election of members of the CCCT board of the League will take place between March 10 and April 25. This year there are eight (8) seats up for re-election on the board.

Each community college district governing board shall have one vote for each of the eight seats on the CCCT board. Only one vote may be cast for any nominee or write-in candidate. The eight candidates who receive the most votes will serve a three-year term.

The 15 trustees who have been nominated for election to the board are listed on the enclosed sheet in the Secretary of State's random drawing order of February 12, 2016. This mailing includes the one official ballot to which each community college district is entitled, candidate statements, and biographical sketches of each candidate. Candidates' statements and bios will also be available on the League's website (www.ccleague.org).

Please remember that:

- 1) ballots must be signed by the board secretary and board president or vice-president and include the name of your district; and*
- 2) ballot return envelopes must have no identifying information or signatures.*

Although it is not required, you may want to send your ballots via certified mail as we will not have the ability to confirm receipt. Official ballots must be signed and returned to the CCCT Elections Committee, League office, with a **postmark dated no later than April 25**. A self-addressed return envelope is enclosed for your convenience. Faxed or emailed ballots will **not** be accepted. The ballots will be opened and counted by three tellers appointed by the CCCT board president with the results announced at the CCCT Annual Conference, April 29 – May 1 in Desert Springs.

If you have any questions on the CCCT board election, please contact Judy Centlivre at the League office at (916) 444-8641.

Attachments:

- List of Candidates
- CHANCELLORS/SUPERINTENDENTS (GOVERNING BOARD OFFICES) ONLY:
 - Official Ballot and Return Envelope
 - Candidates' Biographic Sketches and Statements

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC
April 11, 2016**

MANAGEMENT

Employment Agreement/Attachment #1

Oforlea, Veronica I.
Associate Dean
Disabled Students Programs & Services
Student Services
Santa Ana College

Ratification of Resignation/Retirement

Mora, Aracely
Vice President, Academic Affairs
Santiago Canyon College

June 30, 2016 (Last Day)
Reason: Retirement

FACULTY

Appointment

Cotter, Matthew
Assistant Professor, Mathematics
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 15, 2016
Tentative Placement: II-\$58,029.41/Year
(Requisition #AC16-0497)

Approval of Sabbatical Leaves of Absence for 16/17

Diaz, Darlene
Professor, Mathematics
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 15, 2016 – June 10, 2017
Reason: Academic Study/
Professional Growth
Salary Placement: III-15 \$90,550.30/Year
(To be Prorated at 80%)

Foley, Denise
Professor, Biology
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 15, 2016 – June 10, 2017
Reason: Independent Research/
Professional Growth
Salary Placement: VII-A \$107,518.39/Year
(To be Prorated at 80%)

FACULTY (CONT'D)

Approval of Sabbatical Leaves of Absence for 16/17 (cont'd)

Shahbazian, Roy
Professor, Mathematics
Science, Mathematics & Health
Sciences Division
Santa Ana College

Effective: August 15, 2016 – June 10, 2017
Reason: Independent Research
Salary Placement: VI-16 \$101,017.11/Year
(To be Prorated at 80%)

Takahashi, Mary Kathleen
Professor, Microbiology
Science, Mathematics & Health
Sciences Division
Santa Ana College

Effective: August 15, 2016 – June 10, 2017
Reason: Independent Research/
Professional Growth
Salary Placement: VII-14 \$98,812.43/Year
(To be Prorated at 80%)

Vercelli, Julia
Professor/Counselor
Continuing Education/CEC
Santa Ana College

Effective: July 29, 2016 – June 16, 2017
Reason: Academic Study
Salary Placement: IV-16 \$105,000.23/Year
(To be Prorated at 80%)

Part-time New Hires/Rehires

Dobson, Michelle S
Instructor, Fashion Design & Merchandising
Human Services & Technology Division
Santa Ana College

Effective: August 15, 2016
Hourly Lecture/Lab Rates: II-3 \$56.79/\$51.11

Ortiz, Stephanie M
Instructor, ESL
Continuing Education Division (CEC)
Santa Ana College

Effective: March 28, 2016
Hourly Lecture Rate: II-3 \$47.25

Perez, Sergio
Instructor, Vocational/Business Skills
Continuing Education Division (OEC)
Santiago Canyon College

Effective: March 31, 2016
Hourly Lecture Rate: III-3 \$48.44

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT**

1. **Parties.** The Rancho Santiago Community College District (“District”), on the one hand, and **Veronica Oforlea** (“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 **Associate Dean, Disabled Students Programs and Services for Santa Ana 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 **April 11, 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 **\$134,890.84** 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 is 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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET

CLASSIFIED

APRIL 11, 2016

CLASSIFIED

New Appointment

Cha, Christine Scholarship Coordinator (CL16-0759) Scholarship Office/ SAC	Effective: April 4, 2016 Grade 14, Step 3 \$56,066.51
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Hourly Ongoing to Contract

Quinlan, Liliana From: Intermediate Clerk To: Senior Clerk (CL15-691) Student Affairs/ SAC (<i>Correction</i>)	Effective: February 29, 2016 Grade 8, Step 1 \$38,276.78
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Temporary to Contract

Contreras, Gerardo Student Services Coordinator (CL15-0723) Counseling/ SAC	Effective: March 23, 2016 Grade 15, Step1 \$53,695.38
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Longevity Increments

Caughern, Diane Administrative Secretary/ Counseling/ SAC	Effective: April 1, 2016 Grade 12, Step 6 + 7.5%L \$62,941.85
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Fernandez Gonzalez, Irma Counseling Assistant/ EOPS/ SAC	Effective: June 1, 2016 Grade 5, Step 6 + 5PG (1500)+ 5%L \$47,289.11
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Gheorghe, Marta Research Analyst/ Educ. Services/ District	Effective: May 1, 2016 Grade 16, Step 4 + 5PG (1250) + 2.5%L \$68,851.29
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Gibson, Susan Administrative Secretary/ Human Services & Tech./ SAC	Effective: June 1, 2016 Grade 12, Step 6 + 2.5%L \$60,014.32
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Longevity Increments cont'd

Gil, Juan Custodian/ Admin. Services/ SAC	Effective: May 1, 2016 Grade 4, Step 6 + 7.5%GY + 2.5%L \$46,437.72
Gil, Maria Resource Development Coord./ Educ. Services/ District	Effective: May 1, 2016 Grade 16, Step 5 + 2PG (1000) + 5%L \$73,727.77
Hill, Diane Administrative Clerk/ Risk Management/ District	Effective: June 1, 2016 Grade 10, Step 6 + 2.5%L \$54,549.12
Hoang, Hieu Custodian/ Admin. Services/ SAC	Effective: May 1, 2016 Grade 4, Step 6 + 7.5%GY + 2.5%L \$46,437.72
Kelly, Ann Executive Secretary/ Admin. Services/ SCC	Effective: June 1, 2016 Grade 14, Step 6 + 5%L \$68,196.27
Mendez Bocanegra, Zulema Counseling Assistant/ Counseling/ SCC	Effective: April 1, 2016 Grade 5, Step 6 + 5%L \$45,789.11
Montoya, Ana Administrative Secretary/ Kinesiology/ SAC	Effective: May 1, 2016 Grade 12, Step 6 + 2PG (1000) + 5%L \$62,478.09
Nguyen, Dao International Student Prog. Spec./ International Student Program/ SAC	Effective: June 1, 2016 Grade 11, Step 2 + 4PG (1000) + 2.5%L \$47,859.26
Odegard, Esther Administrative Secretary/ Science & Math/ SCCe	Effective: April 1, 2016 Grade 12, Step 6 + 2.5%L \$60,014.32
Rodriguez, Gisela Administrative Clerk/ Continuing Ed./ SCC	Effective: April 1, 2016 Grade 10, Step 6 + 6PG (3000) + 2.5%Bil + 5%L \$60,210.05
Serratos, Brenda Accountant/ Admin. Services/ SAC	Effective: May 1, 2016 Grade 13, Step 6 + 7PG (3500) + 5%L \$68,192.28

CLASSIFIED HOURLY

Temporary to Hourly Ongoing

Rodriguez, Janet
Administrative Clerk (CL15-0750)
Student Services/ SCC

Effective: March 28, 2016
19 Hours/Week 12 Months/Year
Grade 10, Step A \$19.97/Hour

Longevity Increments

Barajas, Yesenia
Counseling Assistant/ School of
Continuing Education/ SAC

Effective: June 1, 2016
Grade 5, Step A + 2.5%L \$16.76/Hour

Bizon, Veroonica
Intermediate Account Clerk/ School of
Continuing Education/ SAC

Effective: June 1, 2016
Grade 6, Step A + 5%L \$17.78/Hour

Chang, Mary
Instructional Assistant/ School of
Continuing Education/ SAC

Effective: June 1, 2016
Grade 5, Step A + 2.5%L \$16.76/Hour

Furlong Diaz, Linda
Instructional Assistant/ School of
Continuing Education/ SAC

Effective: May 1, 2016
Grade 5, Step A + 5%L \$17.17/ Hour

Guillen, Patricia
Instructional Assistant/ School of
Continuing Education/ SAC

Effective: June 1, 2016
Grade 5, Step A + 5%L \$17.17/Hour

Le, Nancy
Instructional Assistant/ Business Div./ SAC

Effective: June 1, 2016
Grade 5, Step A + 4PG(1000) + 7.5%L
\$17.57/Hour + \$83.33/Mo. PG

Mendoza, Raymundo
Instructional Assistant/ Business Div./ SAC

Effective: May 1, 2016
Grade 5, Step A + 7PG (1750) + 5%L
\$17.17/Hour + \$145.83/Mo. PG

Rodriguez, Rosalba
Instructional Assistant/ School of
Continuing Education/ SAC

Effective: June 1, 2016
Grade 5, Step A + 2.5%L \$16.76/Hour

Additional Hours for Ongoing Assignment cont'd

Vu, Amy Instructional Assistant/ School of Continuing Education/ SAC	Effective: 03/14/16 – 06/30/16 Not to exceed 19 consecutive days in any given period.
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Substitute Assignments

Logsdon, Gina Library Clerk/ Library/ SCC	Effective: 03/21/16 – 06/30/16
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MISCELLANEOUS POSITIONS

Baggerly, John Coaching Assistant/ Kinesiology/ SAC	Effective: 04/08/16
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Trujillo, Crystal Child Dev. Intern I/ Child Dev. Services/ SAC	Effective: 03/21/16 – 06/30/16
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COMMUNITY SERVICE PRESENTERS

Stipends Effective February 11 – March 10, 2016

Bradley, Sabrina	Amount: \$ 282.00
Burns, Brigitte	Amount: \$ 47.00
Cohen, Robert	Amount: \$ 102.65
Cohen, Robert	Amount: \$ 186.62
Conley, Dana	Amount: \$ 183.74
Diebolt Price, Julie	Amount: \$ 60.03
Dumon, Dori	Amount: \$ 140.00
Dumon, Dori	Amount: \$ 160.00
English, Noemi	Amount: \$ 1,000.00
Fischemilitaru, Mariana	Amount: \$ 708.75

COMMUNITY SERVICE PRESENTERS cont'd
Stipends Effective February 11 – March 10, 2016

Friebert, Martin	Amount: \$ 660.00
Greenspan, Frances	Amount: \$ 177.47
Greenspan, Frances	Amount: \$ 143.72
Hardy, Kamilia	Amount: \$ 563.76
Konstant, Eugene	Amount: \$ 87.98
Krusemark, LEEANNE	Amount: \$ 81.08
Longobart, Rick	Amount: \$ 128.33
Moran, Elaine	Amount: \$ 128.41
Munoz, Jayne	Amount: \$ 260.00
Nolasco, Jeffrey	Amount: \$ 310.00
Rudd, James	Amount: \$ 1,600.13
Williams, Ronald	Amount: \$ 671.16

VOLUNTEERS

Beirne, Courtney Volunteer/ Counseling/ SAC	Effective: 04/12/16 – 06/30/16
Yamashiro, Roger Student Driver/ Fine & Performing Arts/SAC	Effective: 04/12/16 – 06/30/16

**SANTA ANA COLLEGE
STUDENT ASSISTANT LIST**

Roman, Nancy	Effective:	03/14/16-06/30/16
Peterson, Erik L.	Effective:	03/14/16-06/30/16
Nguyen, Ngan T.	Effective:	03/17/16-06/30/16
Ramos, Martha B.	Effective:	03/21/16-06/30/16
Salazar, Rosa M.	Effective:	03/22/16-06/30/16
Ramirez, Patricia	Effective:	03/23/16-06/30/16
Holdridge, Cody J.	Effective:	03/23/16-06/30/16
Villicana, Cristina	Effective:	03/23/16-06/30/16
Pedraza, Veronica	Effective:	03/24/16-06/30/16
Rivas, Esmeralda	Effective:	03/24/16-06/30/16
Garcia, Priscilla M.	Effective:	03/25/16-06/30/16
Gutierrez, Lorena	Effective:	03/25/16-06/30/16
Escarcega, Arleeny B.	Effective:	03/25/16-06/30/16
Newvine, Crystal-Andrea L.	Effective:	03/28/16-06/30/16
Garcia, Maria D.	Effective:	03/28/16-06/30/16
Jurado Barajas, Jezabel	Effective:	03/29/16-06/30/16
Mora, Kiana M.	Effective:	03/29/16-06/30/16
Chavez, Vanessa	Effective:	03/29/16-06/30/16
Alvarez, Gabriel	Effective:	03/30/16-06/30/16

**Santiago Canyon College
STUDENT ASSISTANT NEW HIRE LIST**

Alonso Alegria, Armando	Effective: 03/21/2016 – 06/30/2016
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RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources and Educational Services

To: Board of Trustees	Date: April 11, 2016
Re: Approval of Non-Credit Instructional Calendar 2016-2017	
Action: Request for Approval	

BACKGROUND

In conjunction with the Faculty Association of Rancho Santiago Community College District (FARSCCD) and the Continuing Education Faculty Association (CEFA), the 2016-2017 non-credit instructional calendar has been developed.

ANALYSIS

The calendar has been developed in accordance with the FARSCCD and CEFA contracts and relevant Title 5 regulations.

RECOMMENDATION

It is recommended that the Board of Trustees approve the 2016-2017 Non-Credit Instructional Calendar.

Fiscal Impact: None	Board Date: April 11, 2016
Prepared by: John Didion, Executive Vice Chancellor, Human Res. & Educational Services	
Submitted by: John Didion, Executive Vice Chancellor, Human Res. & Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

RSCCD NON-CREDIT INSTRUCTIONAL CALENDAR 2016 - 2017

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	
AUGUST	14	15	16	17	18	19	20	
	21	22	23	24	25	26	27	<i>Faculty Projects: August 22 - August 26</i>
	28	29	30	31	1	2	3	Fall Semester Instruction Begins: August 29 <i>Labor Day: September 5</i> <i>Veterans Day: November 11</i> <i>Thanksgiving Break: November 24-26</i> <i>Instruction Ends: December 17</i> <i>Winter Recess: December 19 - January 2</i>
SEPTEMBER	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	1	
OCTOBER	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	
NOVEMBER	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	1	2	3	
DECEMBER	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	
JANUARY	1	2	3	4	5	6	7	<i>Faculty Projects: Jan 4, 5 & 6</i>
	8	9	10	11	12	13	14	Spring Semester Instruction Begins: January 9 <i>Martin Luther King Day: January 16</i> <i>Lincoln's Birthday: February 17</i> <i>President's Day: February 20</i> <i>Cesar Chavez Day Observed: March 31</i> <i>Spring Break: April 3-8 (Subject to Change)</i>
	15	16	17	18	19	20	21	
	22	23	24	25	26	27	28	
	29	30	31	1	2	3	4	
FEBRUARY	5	6	7	8	9	10	11	
	12	13	14	15	16	17	18	
	19	20	21	22	23	24	25	
	26	27	28	1	2	3	4	
MARCH	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	
APRIL	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	1	2	3	4	5	6	
MAY	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	
JUNE	4	5	6	7	8	9	10	Summer Session: June 12 - August 4 <i>Independence Day Observed: July 4</i>
	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	

RSCCD noncredit programs operate on an open-entry/open-exit year-round calendar. Term dates may be adjusted throughout the academic year in response to changing district, site and student needs.

Board Approved: April 11, 2016