

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)**  
**Board of Trustees (Regular meeting)**  
**Monday, July 18, 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 Administration of Oath of Allegiance to Esther Chian, July 2016 Interim Student Trustee

1.4 Approval of Additions or Corrections to Agenda

**Action**

1.5 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.

1.6 Approval of Minutes – Regular meeting of June 13, 2016  
Special meeting of June 28, 2016

**Action**

1.7 Approval of Consent Calendar Action

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

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

1.8 Presentation on Retiree Health Benefits Liabilities - Geoffrey L. Kischuk, Actuary from Total Compensation Systems, Inc.

**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 Communications Committee
- Board Facilities Committee
- Board Policy Committee

**3.0 INSTRUCTION**

\*3.1 Approval of Scope of Work for Educational Master Plan and College Planning Design Assistance with Collaborative Brain Trust Action

The administration recommends approval of the Scope of Work for Educational Master Plan and College Planning Design Assistance with Collaborative Brain Trust in coordination with the California Community College Chancellor's Office and Statewide standards as presented.

\*3.2 Approval of Medical Assistant Program Agreement – University of California, Irvine (UCI) Medical Center Action

The administration recommends approval of the affiliation agreement with UCI Medical Center located in Orange, California.

\* Item is included on the Consent Calendar, Item 1.7.

- \*3.3 Approval of New Occupational Therapy Assistant (OTA) Agreement - Littlefield Physical Therapy, Inc. Action  
The administration recommends approval of the new agreement with Littlefield Physical Therapy, Inc., in Murrieta, California.
- \*3.4 Approval of OTA Agreement Renewal – Temecula Valley Therapy Services Action  
The administration recommends approval of the agreement renewal with Temecula Valley Therapy Services in Temecula, California.
- \*3.5 Approval of OTA Agreement Renewal – Rancho Physical Therapy Action  
The administration recommends approval of the agreement renewal with Rancho Physical Therapy in Murrieta, California.
- \*3.6 Approval of OTA Agreement Renewal – Step-By-Step Pediatric Therapy Action  
The administration recommends approval of the agreement renewal with Step-By-Step Pediatric Therapy in Hacienda Heights, California.
- \*3.7 Approval of OTA Agreement Renewal – Children’s Therapy Network Action  
The administration recommends approval of the agreement renewal with Children’s Therapy Network in Ventura, California.
- \*3.8 Approval of OTA Agreement Renewal – Special Service for Groups Action  
The administration recommends approval of the agreement renewal with Special Service for Groups in Los Angeles, California.
- \*3.9 Approval of OTA Agreement Renewal – Santa Barbara Cottage Hospital Action  
The administration recommends approval of the agreement renewal with Santa Barbara Cottage Hospital in Santa Barbara, California.
- \*3.10 Approval of Fire Technology Renewal Agreement – City of Burbank Action  
The administration recommends approval of the agreement renewal with the City of Burbank in California.
- \*3.11 Approval of Santa Ana College (SAC) Community Services Program, Fall 2016 Action  
The administration recommends approval of the proposed Community Services program for Fall 2016.
- \*3.12 Approval of Santiago Canyon College (SCC) Community Services Program, Fall 2016 Action  
The administration recommends approval of the proposed Community Services program for Fall 2016.

\* Item is included on the Consent Calendar, Item 1.7.

- \*3.13 Approval of Workforce Innovation and Opportunity Act (WIOA) Individual Training Account (ITA) and CALWORK (California Work Opportunities and Responsibility to Kids) VTR (Vocational Training and Education) Training Provider Services Contract #WIOA/CW ITA-VTR 15-19-041 Action  
The administration recommends approval of the Orange County Workforce Investment Board's contract #WIOA/CW ITA-VTR 15-19-041 from July 1, 2016 to June 30, 2019 as presented.

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

- \*4.1 Approval of Payment of Bills Action  
The administration recommends payment of bills as submitted.
- \*4.2 Approval of Budget Increases/Decreases, Transfers, and Intrafund and Interfund Transfers Action  
The administration recommends approval of budget increases/decreases, transfers, and intrafund and interfund transfers from June 1, 2016, to June 29, 2016.
- \*4.3 Approval of 2016-2017 Proposed Adopted Budget Assumptions Action  
The administration recommends approval of the updated Adopted Budget Assumptions for the 2016-2017 fiscal year as presented.
- \*4.4 Approval of Amendment to Agreement with Facilities Planning & Consulting Services for FUSION Consulting Services Action  
The administration recommends approval of the amendment with Facilities Planning & Consulting Services for FUSION Consulting Services as presented.
- \*4.5 Approval of Amendment to Agreement with Terracon Consultants, Inc. for Phase II Environmental, Geohazard, Geotechnical Inspection Services for Johnson Student Center Project at Santa Ana College Action  
The administration recommends approval of the amendment with Terracon Consultants, Inc. for the Phase II environmental, geohazard, geotechnical inspection services for the Johnson Student Center project at SAC as presented.
- \*4.6 Approval of Change Order #1 with Patriot Contracting & Engineering, Inc. for Temporary Village Phase 2 at Santa Ana College Action  
The administration recommends approval of change order #1 with Patriot Contracting & Engineering, Inc. for Temporary Village Phase 2 at SAC as presented.

\* Item is included on the Consent Calendar, Item 1.7.

- \*4.7 Acceptance of Completion of Bid #1274 for Temporary Village Phase 2 Project at Santa Ana College and Approval of Recording a Notice of Completion Action  
The administration recommends acceptance of the project as complete and approval of filing a Notice of Completion with the County as presented.
- \*4.8 Acceptance of Completion of Bid #1279 for Buildings I and Z Light-Emitting Diode (LED) Lighting Conversion Project at Santa Ana College and Approval of Recording a Notice of Completion Action  
The administration recommends acceptance of the project as complete and approval of filing a Notice of Completion with the County as presented.
- \*4.9 Approval of Agreement with Dovetail Consultants, Inc. for Furniture and Equipment Consulting Services for Orange Education Center (OEC) Building Certification Project Action  
The administration recommends approval of the agreement with Dovetail Decision Consultants, Inc. for furniture and equipment consulting services for the OEC building certification project as presented.
- \*4.10 Approval of Agreement with Stephen Payte Division of the State Architect (DSA) Inspections, Inc. for DSA Project Inspector Services for Americans with Disabilities Act (ADA) Improvements Phase I Project at Santiago Canyon College Action  
The administration recommends approval of the agreement with Stephen Payte DSA Inspections, Inc. for DSA project inspector services for the ADA improvements Phase I project at SCC as presented.
- \*4.11 Acceptance of Completion of Bid #1272 for Building D Renovations Phase 2 Project at Santiago Canyon College and Approval of Recording a Notice of Completion Action  
The administration recommends acceptance of the project as complete and approval of filing a Notice of Completion with the County as presented.
- \*4.12 Approval of Agreement with Vectus Wireless Action  
The administration recommends approval of the agreement with Vectus Wireless as presented.
- \*4.13 Approval of Request for Proposals (RFP) #1287 Dark Fiber Connectivity Action  
The administration recommends acceptance of the bid and approval of awarding RFP #1287 Dark Fiber Connectivity to Wilshire Connection LLC dba Wilcon as presented.

- \*4.14 Approval of Amendment to Agreement with CR&R, Inc. Action  
The administration recommends approval of the amendment to agreement with CR&R, Inc. as presented.
- \*4.15 Approval of Foundation for California Community Colleges Adobe Enterprise Term License Agreement Action  
The administration recommends approval of the district's participation in the Foundation for California Community Colleges Adobe Enterprise Term License Agreement as presented.
- \*4.16 Approval of Vendor Name Change Action  
The administration recommends approval of the vendor INX LLC name change to Presidio Networked Solutions Group, LLC as presented.
- \*4.17 Approval of Purchase Orders Action  
The administration recommends approval of the purchase order listing for the period May 29, 2016, through June 28, 2016.

## 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:
  - Adult Education Block Grant Data and Accountability (SAC/SCC) \$ 507,900
  - Open Educational Resources Degree Program (SAC) \$ 100,000
  - Student Equity (SAC/SCC) – *Augmentation* \$ 954,600
  - Adult Education Block Grant Regional Consortium Funding Appropriation (SAC/SCC) \$4,403,130
  - Career and Technical Education Act (CTEA) Title I-C (District/SAC/SCC) \$1,010,874
  - Career and Technical Education Act (CTEA) Title I-C CTE Transitions (District/SAC/SCC) \$ 87,496
  - Math, Engineering and Science Achievement (MESA) Program (SAC) \$ 50,500
  - Saint Joseph Hospital Clinical Training Grant (SAC) \$ 127,241
  - Santa Ana Middle College High School (SAC) \$ 99,000
- \*5.2 Approval of Sub-Agreement between RSCCD and Friendly Center for Assembly Bill (AB) 104 Adult Education Block Grant (#DO-16-2218-06) Action  
The administration recommends approval of the sub-agreement and authorization be given to the Vice Chancellor Business Operations/ Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.

\* Item is included on the Consent Calendar, Item 1.7.

- \*5.3 Approval of Sub-Agreement between RSCCD and THINK Together for AB 104 Adult Education Block Grant (#DO-16-2221-01) Action  
The administration recommends approval of the sub-agreement and authorization be given to the Vice Chancellor Business Operations/ Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- \*5.4 Approval of Sub-Agreement between RSCCD and Applied Learning Science Action  
The administration recommends approval of the sub-agreement and authorization be given to the Vice Chancellor Business Operations/ Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- \*5.5 Approval of Sub-Agreements between RSCCD and Allan Hancock Joint, Barstow, Butte-Glenn, Cabrillo, Cerritos, Chabot-Los Positas, Chaffey, Citrus, Coast, Contra Costa, Desert, El Camino, Feather River, Foothill-DeAnza, Gavilan, Glendale, Grossmont-Cuyamaca, Hartnell, Imperial, Kern, Lake Tahoe, Lassen, Los Angeles, Los Rios, Merced, MiraCosta, Mt. San Antonio, Napa Valley, North Orange County, Ohlone, Palomar, Peralta, Redwoods, Riverside, San Bernardino, San Diego, San Francisco, San Joaquin Delta, San Jose-Evergreen, San Luis Obispo, San Mateo, Santa Barbara, Santa Clarita, Santa Monica, Sequoias, Shasta-Tehama-Trinity Joint, Sierra Joint, Siskiyou, South Orange County, State Center, Ventura, West Hills, West Kern, West Valley-Mission, Yosemite and Yuba Community College Districts 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 a related contractual agreement on behalf of the district.
- \*5.6 Approval of Sub-Agreement between RSCCD and Integrative Impact LLC for Sector Navigator Information Communications Technology (ICT)/Digital Media Grant Action  
The administration recommends approval of the sub-agreement and authorization be given to the Vice Chancellor Business Operations/ Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- \*5.7 Approval of Sub-Agreement between RSCCD and Listen to See, Inc. for Sector Navigator ICT/Digital Media Grant Action  
The administration recommends approval of the sub-agreement and authorization be given to the Vice Chancellor Business Operations/ Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.

\* Item is included on the Consent Calendar, Item 1.7.

- \*5.8 Adoption of Resolution No. 16-18 - CalRecycle Action  
The administration recommends adoption of Resolution No. 16-18 with CalRecycle and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter a related contractual agreement on behalf of the district.
- 5.9 First Reading of Board Policy Information  
Board Policy 2432 Chancellor Succession is presented for a first reading as an information item.
- 5.10 Approval of Extension of Consulting Services – Townsend Public Affairs, Inc. Action  
The administration recommends approval of the Supplement to the Contract for Consulting Services (#6) with Townsend Public Affairs, Inc. as presented.
- 5.11 Approval of Process and Procedure for Provisional Appointment to Fill Vacancy for Trustee Area 1 Resulting from Resignation of Trustee Jose Solorio or Decision to Forgo Appointment and Wait for Scheduled November 8, 2016, Election to Select New Trustee for Area 1 Action  
It is recommended that the board discuss the options to fill the vacancy in Trustee Area 1, and if the board decides to fill the vacancy by provisional appointment, determine the appointment process and timeline prescribed by law and board policy.
- 5.12 Board Member Comments Information

### **RECESS TO CLOSED SESSION**

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

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

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

1. Public Employment (pursuant to Government Code Section 54957[b][1])
  - a. Full-time Faculty
  - b. Part-time Faculty
  - c. Classified Staff
  - d. Student Workers
  - e. Professional Experts
  - f. Educational Administrator Appointments
    - (1) Vice President
2. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)

3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)  
Agency Negotiator: Ms. Judy Chitlik, Interim Vice Chancellor of Human Resources  
Employee Organizations: Faculty Association of Rancho Santiago Community College District  
California School Employees Association, Chapter 579
  
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.

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

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

## **6.0 HUMAN RESOURCES**

- | <b>6.1 <u>Management/Academic Personnel</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b><u>Action</u></b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| <ul style="list-style-type: none"><li>• Approval of Employment Agreements</li><li>• Approval of Appointments</li><li>• Approval of Adjusted Salary Placements for Appointment</li><li>• Approval of Changes of Assignments</li><li>• Approval of Interim Assignments</li><li>• Approval of Step Increases</li><li>• Approval of 2016-2017 FARSCCD (Faculty Association of RSCCD) 10 Month/175 Day Faculty Step Increases</li><li>• Approval of Hiring of Temporary Long-term Substitutes per Education Code (E.C.) 87481 &amp; 87482</li><li>• Approval of Adjusted Effective Dates for Hiring of Temporary Long-term Substitute per E.C. 87481 &amp; 87482</li><li>• Approval of Changes of Locations</li><li>• Approval of Final Salary Placements</li><li>• Approval of 2015-2016 Contract Extension Days</li><li>• Approval of 2016-2017 Contract Extension Days</li><li>• Approval of Adjusted 2016-2017 Contract Extension Rates</li><li>• Approval of Contract Stipends</li><li>• Approval of Voluntary Workload Reduction Requests</li><li>• Ratification of Resignations/Retirements</li><li>• Approval of Leaves of Absence</li></ul> |                      |

6.1 Management/Academic Personnel (contd.)

- Approval of Adjusted Request to Withdraw Banked LHE (Lecture Hour Equivalent)
- Approval of Beyond Contract/Overload Stipends
- Approval of Adjusted Effective Date of Beyond Contract/Overload Stipends
- Approval of Part-time Stipends
- Approval of Part-time Hourly New Hires/Rehires
- Approval of Non-paid Instructors of Record
- Approval of Non-paid Intern Services

6.2 Classified Personnel

Action

- Approval of New Appointments
- Approval of Temporary to Contract Assignments
- Approval of Professional Growth Increments
- Approval of Out of Class Assignments
- Approval of Changes in Position
- Approval of Voluntary Furloughs
- Approval of Leaves of Absence
- Ratification of Resignations/Retirements
- Approval of Temporary to Hourly Ongoing Assignments
- Approval of Temporary Assignments
- Approval of Changes in Temporary Assignment
- Approval of Additional Hours for Ongoing Assignment
- Approval of Substitute Assignments
- Approval of Miscellaneous Positions
- Approval of Instructional Associates/Associate Assistants
- Approval of Community Service Presenters and Stipends
- Approval of Volunteers
- Approval of Student Assistant Lists and Stipends

6.3 Presentation of California School Employees Association, Chapter 579 Initial Bargaining Proposal to Rancho Santiago Community College District

Action

The administration recommends the board receive the initial proposal and schedule a public hearing for August 15, 2016.

**7.0 ADJOURNMENT** - The next regular meeting of the Board of Trustees will be held on August 15, 2016.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)  
2323 North Broadway, #107  
Santa Ana, CA 92706**

**Board of Trustees  
(Regular meeting)**

**Monday, June 13, 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 Mr. Luis Mejia. Mr. Jose Solorio arrived at the time noted.

Administrators present during the regular meeting were Mr. John Didion, Mr. Peter Hardash, 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).

Ms. Alvarez asked for a moment of silence to honor the victims of the Orlando, Florida, shooting that took place in the early morning hours of June 12, 2016. Ms. Alvarez indicated the meeting would be adjourned in the victims' memory.

In addition, Ms. Alvarez indicated she received a request from Ms. Barrios to adjourn the meeting in honor of Ms. Sylvia Turner, former Dean of Fine and Performing Arts at Santa Ana College. Ms. Barrios paid tribute to Ms. Turner who was not only a colleague, but a neighbor, who passed away on May 25, 2016. Ms. Barrios asked that her remarks be added as an attachment to the minutes.

Mr. Solorio arrived during Ms. Barrios' tribute to Ms. Turner.

1.3 Administration of Oath of Allegiance to Luis Mejia, June 2016 Interim Student Trustee

Ms. Alvarez administered the Oath of Allegiance to Mr. Luis Mejia. The board welcomed him as the interim student trustee.

1.4 Approval of Additions or Corrections to Agenda

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to approve addenda for Item 6.1 (Management/Academic Personnel) and Item 6.2 (Classified Personnel). The motion carried with the following vote: Aye –Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Mr. Jose Solorio, Ms. Mendoza Yanez, and Mr. Yarbrough. Student Trustee Mejia’s advisory vote was aye.

1.5 Public Comment

Ms. Leslie Ramirez, Ms. Cynthia Vega, and Ms. Esperanza Zamora spoke regarding a proposal for a mural at Santa Ana College.

Dr. Melinda Womack expressed appreciation for outgoing Academic Senate President Corinna Evett.

1.6 Approval of Minutes

It was moved by Mr. Yarbrough and seconded by Mr. Solorio to approve the minutes of the meeting held May 31, 2016. 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 Mejia’s advisory vote was aye.

1.7 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 3.10 (California/Nevada Training Trust Master Cost Agreement) removed by Mr. Hanna, and Item 4.4 (Additional Consulting Services – The Dolinka Group) removed by Mr. Yarbrough. 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 Mejia’s advisory vote was aye.

3.1 Approval of Renewal of On-site Associate Degree Nursing Program Agreement with St. Joseph Hospital of Orange

The board approved the agreement renewal with St. Joseph Hospital of Orange in California.

3.2 Approval of Instructional Agreement with SER, Jobs for Progress, Inc. for Citizenship Preparation

The board approved the instructional agreement with SER, Jobs for Progress, Inc. for the program year 2016-2017.

1.7 Approval of Consent Calendar (contd.)

3.3 Approval of Instructional Agreement with SER, Jobs for Progress, Inc. for Vocational Training

The board approved the instructional agreement with SER, Jobs for Progress, Inc. for the program year 2016-2017.

3.4 Approval of Instructional Agreement with SER, Jobs for Progress, Inc. for Basic Skills Training

The board approved the instructional agreement with SER, Jobs for Progress, Inc. for the program year 2016-2017.

3.5 Approval of Memorandum of Understanding (MOU) for Workforce Innovation and Opportunity Act between County of Orange in Partnership with Orange County Development Board and Rancho Santiago Community College District (America's Job Center of California [AJCC] Partner)

The board approved the MOU with the County of Orange in partnership with the Orange County Development Board.

3.6 Approval of MOU for Workforce Innovation and Opportunity Act with Santa Ana Workforce Development Board and Rancho Santiago Community College District (AJCC Partner)

The board approved the MOU with the Santa Ana Development Board.

3.7 Approval of Proposed Revisions for 2016-2017 Santa Ana College (SAC) Catalog

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

3.8 Approval of Proposed Revisions for 2017-2018 Santa Ana College Catalog

The board approved the proposed revisions for the 2017-2018 SAC catalog.

3.9 Approval of Proposed Revisions for 2017-2018 Santiago Canyon College Catalog

The board approved the proposed revisions for the 2017-2018 SCC catalog.

4.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

4.2 Approval of Budget Increases/Decreases and Budget Transfers

The board approved budget increases, decreases and transfers from May 14, 2016 to May 30, 2016.

4.5 Approval of Agreement with PENCO Engineering, Inc. for On-Call Districtwide Land Surveying Services

The board approved the agreement with PENCO Engineering, Inc. for on-call districtwide land surveying services as presented.

1.7 Approval of Consent Calendar (contd.)

- 4.7 Approval of Amendment to Agreement with Donald Krotee Partnership, Inc. for Site Improvements at Orange County Sheriff's Regional Training Academy  
The board approved the amendment with Donald Krotee Partnership, Inc. for site improvements at the Orange County Sheriff's Regional Training Academy as presented.
- 4.8 Approval of Amendment to Agreement with The Solis Group for Labor Compliance and Community Student Workforce Project Agreement Coordinator Consulting Services (CSWPA) for Various Projects at Santa Ana College  
The board approved the amendment with The Solis Group for labor compliance and CSWPA coordinator consulting services for various projects at SAC as presented.
- 4.9 Approval of Agreement with Lionakis for Architectural Services for Americans with Disabilities Act (ADA) Paper Towel Dispenser Replacement Project at Santiago Canyon College  
The board approved the agreement with Lionakis Architectural Services for the ADA paper towel replacement project at SCC as presented.
- 4.10 Approval of Amendment to Agreement with Leland Saylor Associates for Cost Estimating Consulting Services for Orange Education Center (OEC) Division of the State Architect (DSA) Certification Project for Santiago Canyon College  
The board approved the amendment with Leland Saylor Associates for cost estimating consulting services for the OEC building certification project for SCC as presented.
- 4.11 Ratification of Award of Bid #1291 for Building G Aquatics Bleachers at Santiago Canyon College  
The board ratified the award of Bid #1291 for Building G aquatics bleachers at SCC as presented.
- 4.12 Approval of Lease between RSCCD and St. Peter Evangelical Lutheran Church  
The board approved the lease with St. Peter Evangelical Lutheran Church in Santa Ana for facilities to provide child care services as presented.
- 4.13 Approval of Surplus Property  
The board declared the list of equipment as surplus property and the utilization of The Liquidation Company to conduct an auction as presented.
- 4.14 Approval of Donation of Surplus Items  
The board approved the donations to Garden Grove Unified School District as presented.
- 4.15 Approval of Award of Bid #1292 - Audio Video Integration Services  
The board accepted the bids and approved the award of Bid #1292 – Audio Video Integration Services to Digital Networks Group, Inc. as presented.

1.7 Approval of Consent Calendar (contd.)

4.16 Approval of Rejection of Award to Praxair Distribution and Award to Sims Orange Welding Supply Inc. for Bid #1285 – Purchase of Lincoln Electric System 5 – 100iC/12 Robot Arm & Fanuc Arcmate 100iC/12 Robot Arm and Miscellaneous Accessories

The board approved the rejection of the award to Praxair Distribution and award to Sims Orange Welding Supply Inc. for Bid #1285 – Purchase of Lincoln Electric System 5 – 100iC/12 Robot Arm & Fanuc Arcmate 100iC/12 Robot Arm and Miscellaneous Accessories as presented.

4.17 Approval of 2016-2017 Contract Listing

The board approved the 2016-2017 contract listing as presented.

4.19 Approval of Purchase Orders

The board approved the purchase order listing for the period May 8, 2016, through May 28, 2016.

5.1 Approval of Resource Development Items

The board approved budgets, accepted grants, and authorized the Vice Chancellor of Business Operations/Fiscal Services or his designee to enter into related contractual agreements on behalf of the district for the following:

- Basic Skills Initiative (SAC) - <i>Adjustment</i>	-\$ 8,794
- Basic Skills Initiative (SCC) - <i>Adjustment</i>	-\$ 2,840
- Assessment, Remediation & Retention for Associate Degree Nursing Program (SAC)	\$ 114,000
- College Assistance Migrant Program (CAMP) – Year 5 (SCC)	\$ 425,000
- Community Colleges Basic Skills and Student Outcomes Transformation Program (SAC)	\$1,500,000
- Community Colleges Basic Skills and Student Outcomes Transformation Program (SCC)	\$1,500,000
- Deputy Sector Navigator – Global Trade & Logistics (District)	\$ 200,000
- Deputy Sector Navigator – Information & Communication Technologies (ICT)/Digital Media (District)	\$ 200,000
- Deputy Sector Navigator – Retail Hospitality/Tourism/ Learn and Earn (District)	\$ 200,000
- Deputy Sector Navigator – Small Business (District)	\$ 200,000
- Enrollment Growth for Associate Degree Nursing Program (SAC)	\$ 97,000
- Los Angeles/Orange County Regional Consortium (District)	\$ 370,000

1.7 Approval of Consent Calendar (contd.)

5.2 Approval of Sub-Agreements between RSCCD and Butte-Glenn Community College District, Cabrillo Community College District, Grossmont-Cuyamaca Community College District, Riverside Community College District, Santa Barbara Community College District, and State Center Community College District for Career Technical Education Data Unlocked Initiative Grant

The board approved the sub-agreements and authorized 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 Approval of Sub-Agreement between RSCCD and San Joaquin Delta Community College District

The board approved the sub-agreement and authorized the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into related contractual agreements on behalf of the district.

5.4 Adoption of Resolution No. 16-16 – California Department of Education (CSPP-6333)

The board adopted the resolution with the California Department of Education and authorized the chancellor or his designee to sign and enter into a related contractual agreement on behalf of the district.

5.5 Adoption of Resolution No. 16-17 – California Department of Education (CCTR-6160)

The board adopted the resolution with the California Department of Education and authorized the chancellor or his designee to sign and enter into a related contractual agreement on behalf of the district.

1.8 Presentation by The Solis Group on the Progress of the Community and Student Workforce Project Agreement (CSWPA)

Ms. Elizabeth Solis provided a presentation on the progress of the CSWPA and provided a monthly report on the CSWPA local hire monitoring services. Board members received clarification on data related to the presentation and report from Ms. Solis.

1.9 Public Hearing – 2016-2017 Tentative Budget

There were no comments.

**2.0 INFORMATIONAL ITEMS AND ORAL REPORTS**

2.1 Report from the Chancellor

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

2.2 Reports from College Presidents

There was no representation from the college presidents.

2.3 Report from Student Trustee

Mr. Mejia thanked the board for their welcoming remarks.

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.

2.5 Report from Classified Representative

There was no representation from 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 Informational Presentation on the Tentative Budget

Mr. Hardash and Mr. Adam O'Connor provided a presentation on the 2016-2017 Tentative Budget to the board. Board members received clarification on items related to the budget from Mr. Hardash and Mr. O'Connor.

2.8 Reports from Board Committee Chairpersons

Mr. Yarbrough provided a report on the June 9, 2016, Board Facilities Committee meeting.

**3.0 INSTRUCTION**

Items 3.1 through 3.9 were approved as part of Item 1.7 (Consent Calendar).

3.10 Approval of California/Nevada Training Trust Master Cost Agreement

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to approve the master cost agreement with the California/Nevada Training Trust for 2016-2017 as presented. Mr. Hanna recused himself due to his employment with Southwest

3.10 Approval of California/Nevada Training Trust Master Cost Agreement (contd.)

Regional Council of Carpenters. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough, and a vote of abstention from Mr. Hanna. Student Trustee Mejia’s advisory vote was aye.

**4.0 BUSINESS OPERATIONS/FISCAL SERVICES**

Items 4.1, 4.2, 4.2, 4.5, 4.7 through 4.17, and 4.19 were approved as part of Item 1.7 (Consent Calendar).

4.3 Approval of 2016-2017 Tentative Budget

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

4.4 Approval of Additional Consulting Services – The Dolinka Group

It was moved by Mr. Labrado and seconded by Mr. Hanna to approve the redevelopment early termination analysis consulting services of The Dolinka Group as presented. Mr. Yarbrough asked that the answers to the questions he asked be attached to the minutes. Discussion ensued. 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 Mejia’s advisory vote was aye.

4.6 Approval of Five Year Construction Plan (2018-2022), Final Project Proposals (FPPs) and Initial Project Proposals (IPPs) for Santa Ana College and Santiago Canyon College

Ms. Carri Matsumoto provided a presentation on the Five Year Capital Outlay Plan. Board members received clarification on data related to the presentation from Ms. Matsumoto and Mr. Hardash. It was moved by Mr. Yarbrough and seconded by Ms. Barrios to approve of the Five Year Construction Plan (2018-2022), FPPs, and IPPs for SAC and SCC as presented. 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 Mejia’s advisory vote was aye.

4.18 Approval of Request for Proposal (RFP) #1278 Integrated Waste Management Services

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to accept the proposals and approve awarding RFP #1278 – Integrated Waste Management Services including renewals to Waste Management, Inc. as presented. Discussion ensued. The motion failed with the following vote: Aye – Ms. Barrios, Mr. Labrado, and Mr. Solorio; Nay - Ms. Alvarez, Mr. Hanna, Ms. Mendoza Yanez, and Mr. Yarbrough. Student Trustee Mejia’s advisory vote was aye.

It was moved by Mr. Hanna and seconded by Mr. Yarbrough to ask staff to work with the three companies that submitted responses to RFP #1278, answer any questions the companies may have, and then make a recommendation to the board. Mr. Hardash indicated there was a letter from legal counsel that explained the process used to determine the district’s recommendation to the board. It was noted that the letter was distributed at the Board Facilities Committee on June 9, 2016, but the full board had not received the letter. Mr. Yarbrough requested the letter be provided to the full board. Therefore, it was moved by Mr. Hanna and seconded by Mr. Solorio to postpone further action on RFP #1278 until the next board meeting (July 18). 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 Mejia’s advisory vote was aye.

**5.0 GENERAL**

Items 5.1 through 5.5 were approved as part of Item 1.7 (Consent Calendar).

5.6 Approval of Board Legislative Committee Recommendations

It was moved by Mr. Yarbrough and seconded by Mr. Solorio to approve the Board Legislative Committee’s recommendations on the following bills:

Support

AB 1721 (Medina)	Student Financial Aid: Cal Grant Program
AB 1741 (Rodriguez)	California College Promise Innovation Grant Program
AB 1846 (Lopez)	Adult Education Block Grant Program
AB 1936 (Chavez)	Public Postsecondary Education: Residency: Dependents of Armed Forces Members
AB 2155 (Ridley-Thomas)	Teachers: Retirement: Full Time
AB 2222 (Holden)	Greenhouse Gas Reduction Fund: Transit Pass Program
SB 1314 (Block)	Cal Grant Program: Middle Class Scholarship Program: Community College Baccalaureate Degree Program Students

5.6 Approval of Board Legislative Committee Recommendations (contd.)

Letter be sent with request to put community colleges back in AB 2120  
AB 2120 (Weber) – Public Utilities Commission: Proceedings:  
Intervenor Fees: Customers

Ms. Chelsea Vongehr, Townsend Public Affairs, recommended the board remove support for AB2155 (Ridley-Thomas) since opposition has taken place on the bill since the Board Legislative Committee reviewed it. The motion carried to approve the Board Legislative Committee's recommendations on the abovementioned bills with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough. Student Trustee Mejia's advisory vote was aye.

5.7 Board Member Comments

Mr. Solorio expressed appreciation for the SAC students that spoke during public comments regarding the mural program at SAC. He asked that direction provided to the students be shared with board members.

Board members welcomed and encouraged Mr. Mejia as the interim student trustee.

Board members thanked Ms. Evett for her work as academic senate president for the last four years.

Board members commended Mr. Didion on his nearly twenty years of service to the district and wished him well in his retirement.

Board members wished Dr. Weispfenning (in absentia) well on his new position as chancellor at the Coast Community College District.

Board members expressed appreciation to Mr. Underwood for his service as a student president and veteran, and wished him well at University of California, Santa Barbara.

Mr. Hanna thanked those that serve on the Board Facilities Committee and staff that attend those meetings for their work and commitment to serve the district since that committee meets more frequently than any of the other committees.

Board members thanked staff at the colleges for the excellent commencement ceremonies. Mr. Hanna apologized for not being able to attend the commencement ceremony for Centennial Education Center as he was out-of-town.

### 5.7 Board Member Comments (contd.)

Ms. Barrios indicated that she, Ms. Alvarez, and Mr. Solorio had the opportunity to meet with presidential candidate Hillary Clinton last week. She thanked Mr. Hanna for a seat on the panel where she was able to ask Ms. Clinton questions regarding the Orange County Small Business Development Center (SBDC) and her thoughts on community colleges. Ms. Clinton commented that the SBDC sounded like a great program and she would like to see more programs like it, and community colleges are a gateway that should be fully funded and free for everyone. Ms. Barrios indicated that it was a pleasure to advocate on behalf of the Rancho district.

Mr. Mejia thanked board members for the warm welcome and encouragement.

### **RECESS TO CLOSED SESSION**

The board convened into closed session at 7:55 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. Professional Experts
  - e. Educational Administrator Appointments
    - (1) Assistant Vice Chancellor
2. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)
3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)  
Agency Negotiator: 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 888
4. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

Mr. Mejia left the meeting at this time.

### **RECONVENE**

The board reconvened at 8:45 p.m.

### Closed Session Report

Ms. Mendoza Yanez reported the board discussed public employment, anticipated litigation, labor negotiations, and public employee discipline/dismissal/release, and took no reportable action during closed session.

### Public Comment

There were no public comments.

## **6.0 HUMAN RESOURCES**

### **6.1 Management/Academic Personnel**

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

- Approve 2016-2017 Interim Chancellor Salary Schedule
- Approve 2016-2017 Interim Cabinet Salary Schedule
- Approve 2016-2017 Interim Management Salary Schedule
- Approve 2016-2017 Administrator/Academic Supervisory Step Increases
- Approve 2016-2017 Management/Classified Supervisory/Confidential Step Increases
- Approve Revised Job Descriptions and Title Changes
- Approve Employment Agreements
- Approve Appointments
- Approve Interim Assignments
- Approve Extensions of Interim Assignment
- Approve 2016-2017 Interim Faculty Association of RSCCD (FARSCCD) Salary Schedules
- Approve 2016-2017 Interim Continuing Education Faculty Association (CEFA) Salary Schedules
- Approve 2015-2016 Permanent California School Employees Association (CSEA) Chapter 888 Child Development Teachers Salary Schedules
- Approve 2016-2017 Interim CSEA Chapter 888 Child Development Teachers Salary Schedules
- Approve 2016-2017 FARSCCD 12 Month/192 & 225 Day Faculty Step Increases
- Approve 2016-2017 CSEA Chapter 888 Child Development Teachers Step Increases
- Approve Rescinded Acceptances of Offer of Appointment
- Approve Rehiring of Temporary Employees per E.C. 87470
- Approve Hiring of Temporary Long-term Substitute per E.C. 87481 & 87482
- Approve Request to Withdraw Banked Lecture Hour Equivalent (LHE)
- Approve CSEA Chapter 888 Child Development Teacher Column Changes
- Approve CSEA Chapter 888 Child Development Teacher Voluntary Workload Reductions
- Approve 2015-2016 Contract Extension Days
- Approve 2015-2016 Additional Contract Extension Days
- Approve 2016-2017 Contract Extension Days

6.1 Management/Academic Personnel (contd.)

- Approve Contract Stipends
- Approve Beyond Contract/Overload Stipends
- Approve Leaves of Absence
- Approve Part-time Hourly New Hires/Rehires
- Approve Non-paid Instructors of Record
- Approve Non-paid Intern Services

6.2 Classified Personnel

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

- Approve 2016-2017 CSEA Interim Salary Schedule
- Approve 2016-2017 Miscellaneous Salary Schedule
- Approve 2016-2017 CSEA Step Increases
- Approve Longevity Increment Adjustments
- Approve Out of Class Assignments
- Approve Voluntary Furloughs
- Ratify Resignations/Retirements
- Approve Leaves of Absence
- Approve Temporary Assignments
- Approve Additional Hours for Ongoing Assignments
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Community Service Presenters and Stipends

6.3 Public Disclosure of Collective Bargaining Agreement between Rancho Santiago Community College District and California School Employees Association Chapter 888 (Child Development Teachers)

It was moved by Mr. Yarbrough and seconded by Ms. Barrios to approve the collective bargaining agreement with CSEA Chapter 888 for the period of July 1, 2016, through June 30, 2018. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough.

6.4 Approval of RSCCD Equal Employment Opportunity Fund Multiple Method Allocation Model Certification

It was moved by Mr. Yarbrough and seconded by Ms. Barrios to approve the Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form and authorize its transmission to the State Chancellor's Office. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough.

6.5 Authorization for Board Travel/Conferences

It was moved by Mr. Yarbrough and seconded by Ms. Barrios to authorize the submitted conference and travel by a board member. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. 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, July 18, 2016.

There being no further business, Ms. Alvarez declared the meeting adjourned at 8:47 p.m., in honor of Ms. Sylvia Turner, former Dean of Fine and Performing Arts at Santa Ana College, who passed away on May 25, 2016; and in memory of the victims of the Orlando, Florida, shooting that took place in the early morning hours of June 12, 2016.

Respectfully submitted,

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Raúl Rodríguez, Ph.D.  
Chancellor

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

Minutes approved: July 18, 2016

## Sylvia Turner

It is with a heavy heart that I share with our college and District community that on May 25 of this year we lost one of our own, **Sylvia Turner who served as the Santa Ana College Dean of Fine and Performing Arts**, from 2008 to 2013.

Sylvia was an award-winning choreographer and educator who was active in concert dance, professional theater, and arts organizations for many years. She performed professionally in the United States and Japan, and is a former member of the Ann Arbor Dance Theater, the Gloria Newman Dance Company, and was co-founder of Connect 3, a multimedia performance ensemble. In addition to choreographing for nationally competitive skaters, Sylvia Turner has written on ice skating choreography for "Dance Magazine".

Her choreography credits include **numerous productions for South Coast Repertory, the SCR Educational Touring Program, "The Lion King Parade and Street Show" at Disneyland, an animated film for the Luxor Hotel, Las Vegas, "Bridge to Angel Island" for Ballet Pacifica, and a collaborative work "Bullwhip Days" based on slave narratives**, in addition to her many concert works.

She has served as a panelist for arts-granting organizations, and has conducted dance research in Africa, Haiti, India, and Germany. In addition served on the Board of Directors of Arts Orange County, the county's nonprofit arts council; was an advisor to **ArtsCore: Literacy Through the Arts**, a professional development institute based at UC Irvine, in partnership with the OC Department of Education, CSU Fullerton, Chapman University, and Santa Ana College.

In 2007 Sylvia was named the Rancho Santiago Community College Manager of the Year Award. She also received the 1995 Santa Ana College Distinguished Faculty Award, and the 1996 RSCCD Award of Excellence for her sabbatical research.

Before being named Dean, Sylvia was the chair of the SAC Dance Department, which has a statewide reputation for excellence in instruction, high quality concert productions, and successful well-trained students.

Sylvia Turner held a B.A. from Antioch College, where she was on the Board of Trustees until her passing, and M.A. degree from the University of Chicago. In addition to extensive training in ballet, jazz, and modern dance, Sylvia studied both French and Spanish language and literature.

Her computer screensaver reads, "All life is change. Stay flexible."

Her legacy lives on in the numerous young artists and dancers whom she championed with courage, dignity and undeniable passion. On a personal note I have been fortunate to have known Sylvia, Mrs. Turner to our neighborhood gang of kids, since I was six years old. I cannot

express how dim our community feels with her loss. She will be forever remembered as the neighborhoods most graceful mother and mentor. She touched so many lives and we were immensely blessed to have counted her among our friends and in our educational community.

Sylvia is survived by her husband, Richard, and her twin daughters, Adrienne Turner and Jennifer Brasile. For her grieving family, for her fellow educators and for my community, I would ask my fellow Trustees to join with me and adjourn our meeting tonight in her honor.

Submitted by  
Trustee Arianna Barrios  
June 13, 2016

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

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

**Date:** June 13, 2016  
**To:** Dr. Raúl Rodríguez  
**From:** Peter J. Hardash  
**Subject:** Responses to Board Requests

*From Trustee Phillip Yarbrough*

I will pull 4.4 for discussion.

**4.4 What is the annual revenue cash flow to our district from the remaining RDA accounts? If you don't have this figure, give me the amount we received last year.**

- The annual revenue to the District over the last five years are as follows:  
2014/15 \$8,320,614 (\$5,932,508 GF and \$2,388,106 Capital)  
2013/14 \$7,621,125 (\$5,573,934 GF and \$2,347,190 Capital)  
2012/13 \$11,832,149 (\$8,783,007 GF and \$3,049,139 Capital)  
2011/12 \$2,275,065  
2010/11 \$2,759,991

**4.4 Approval of Additional Consulting Services – The Dolinka Group - Is the Redevelopment Funds Reserve a reserve within our budget? Since almost all property assets to the City of Orange Redevelopment were given away leaving us with no financial benefit, and the other RDA's assets are insignificant, is this expense justified? How much in reimbursable expenses were paid on an annual basis since 2010 to Dolinka?**

- Yes, the Redevelopment Funds Reserve is within the budget of the capital outlay fund (Fund 41). We have asked the Dolinka Group to research the various existing successor agencies future obligations to our District so that revenue cash flow to our District can be determined. Included in this analysis are the projected end dates to pass through payment agreements for each of these agencies. The total amount of reimbursable expenses paid

total \$20,398.36 over the six fiscal years, representing 7.38% of the total amount paid to Dolinka. Each billing includes 5% fee in reimbursable costs. The following is a break down by year.

- o 2010/11 \$4,505.43
- o 2011/12 \$4,124.59
- o 2012/13 \$705.73
- o 2013/14 \$3,971.18
- o 2014/15 \$2,529.03
- o 2015/16 \$4,562.40

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

**2323 North Broadway, #107**

**Santa Ana, CA 92706**

**Board of Trustees**

**(Special meeting)**

**Tuesday, June 28, 2016**

**MINUTES**

**1.0 PROCEDURAL MATTERS**

1.1 Call to Order

The meeting was called to order at 4:35 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 Mr. Luis Mejia. Mr. Jose Solorio arrived at the time noted.

Administrators present during the regular meeting were Dr. Michael Collins, Mr. John Didion, Mr. Peter Hardash, and Dr. John Weispfenning. 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 Dr. Elliott Jones, Academic Senate President, Santa Ana College (SAC).

1.3 Public Comment

There were no public comments

**2.0 GENERAL**

2.1 Approval of Preservation of Centennial Oak Tree at Santa Ana College

Ms. Alvarez explained the background involved in calling a special meeting to discuss the preservation of the Centennial Oak Tree at SAC which included reference to the SAC Cork Oak Arborist Report dated June 1, 2016 by Arborwell Professional Tree Management.

It was moved by Ms. Alvarez and seconded by Ms. Mendoza Yanez to approve the temporary preservation of the Centennial Oak Tree at SAC so the SAC stakeholders can convene and determine the preservation of the tree. Discussion ensued.

2.1 Approval of Preservation of Centennial Oak Tree at SAC (contd.)

Ms. Carri Matsumoto provided a presentation on the SAC Cork Oak Tree. Board members received clarification on data related to the presentation from Ms. Matsumoto; Mr. Curtis Horner, Project Director, McCarthy Building Companies, Inc.; Ms. Evin Lambert, Plant Health Care Account Manager, Arborwell Professional Tree Management; and Mr. Matt Schoeneman, Project Manager, Linik Corporation.

After discussion ensued regarding the presentation, Ms. Mendoza Yanez withdrew her second on the motion. Mr. Hanna offered to second the motion if needed.

The motion failed with the following vote: Aye - Ms. Alvarez and Mr. Yarbrough; Nay – Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Solorio. Student Trustee Mejia’s advisory vote was aye.

Discussion ensued regarding whether another motion to remove the tree should be taken. Board members clarified that the outcome of the failed motion meant that it is the discretion of the administration if the tree should be preserved or removed.

**RECESS TO CLOSED SESSION**

The board convened into closed session at 6:26 p.m. to consider the following item:

1. 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

**RECONVENE**

Mr. Hanna left the meeting at this time due to another commitment.

The board reconvened at 7:00 p.m.

Closed Session Report

Ms. Mendoza Yanez reported the board discussed the abovementioned item and took no reportable action during closed session.

Public Comment

There were no public comments.

**7.0 ADJOURNMENT**

The next regular meeting of the Board of Trustees will be held on Monday, July 18, 2016.

There being no further business, Ms. Alvarez declared the meeting adjourned at 7:01 p.m.

Respectfully submitted,

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Raúl Rodríguez, Ph.D.  
Chancellor

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

Minutes approved: July 18, 2016

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**Santa Ana College – Academic Affairs**

To:	Board of Trustees	Date: July 18, 2016
Re:	Approval of Scope of Work for Educational Master Plan and College Planning Design Assistance with Collaborative Brain Trust	
Action:	Request for Approval	

**BACKGROUND**

Santa Ana College is developing a new Educational Master Plan (EMP). Before development of the EMP can begin, the College’s integrated planning design needs to be reviewed and updated. A new plan-to-plan will be created and activated, which will be a component of the EMP.

**ANALYSIS**

In conjunction with field experts throughout the State and California Community College system, the company of Collaborative Brain Trust (CBT) was selected as the consulting group to provide the required capacity, scope of work, and framework from which a foundation can be developed and built to support the strategic activities and strategies necessary for a new EMP, as well as an updated integrated planning design for the College. CBT is highly qualified for the Scope of Work due to their unique expertise, depth and breadth of work experience, and capacity with integrated planning and educational master planning.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the Scope of Work for Educational Master Plan and College Planning Design Assistance with Collaborative Brain Trust in coordination with the California Community College Chancellor’s Office and Statewide standards as presented.

Fiscal Impact:	\$28,430	Board Date:	July 18, 2016
Prepared by:	Carlos L. Lopez, Vice President of Academic Affairs		
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD		

## Scope of Work

### Educational Master Plan and College Planning Design Assistance July-October 31, 2016

#### **Overview:**

Santa Ana College would like to develop a new Educational Master Plan (EMP) and has requested a proposal for services to facilitate planning for that effort. In advance of development of the Plan, the College's integrated planning design needs to be reviewed and updated, and a "plan-to-plan" needs to be created and activated for the EMP.

The following is an approximation and estimate of how the consultant process will unfold. As the process progresses, the activities will be refined and customized.

#### **Activities to Facilitate During July-October 31, 2016:**

1. With college leadership, review and compile the planning documents, structures, elements and data that currently exist and may need to be considered in EMP development. (2 days)
2. Participate in the development of an integrated planning design/structure for the College, particularly as related to the EMP and its contents and relationship to other planning and institutional effectiveness processes. (3 days)
3. Facilitate development of framework of data (internal and external; quantitative and qualitative; trends, current, and projections) that will be used in the EMP, as well as the process and identification of responsibilities for that activity. (3 days)
4. Review status and updating of college mission and values, if needed (1-2 days)
5. Facilitate the "plan-to-plan" for the EMP: (3 days)
  - a. Table of contents
  - b. Calendar/timelines
  - c. Responsibilities and assignments
  - d. Communication strategies with constituents
6. Facilitate first "kick-off meeting" to initiate EMP (1 planning day, 1 on-site day)



**Cost Proposal:**

A maximum of fifteen consultant days are required to complete the above activities.

Total contract(s) days: 15, some on-site and some completed virtually, TBD

Daily consultant rate: \$1,872.00

Total consulting fees: \$ 28,080

Travel Expenses (mileage for 10 round trips) not to exceed: \$350

**Total contract for July-October 31, 2016: \$28,430**

Invoices will be sent at the end of each month and payable within 30 days.

***Agreed:***

\_\_\_\_\_  
Peter J. Hardash  
Vice Chancellor of Business Operations/Fiscal Services  
Rancho Santiago Community College District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Patrick McCallum  
President  
Collaborative Brain Trust

\_\_\_\_\_  
Date

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****Santa Ana College - Science, Math, and Health Sciences Division**

To:	Board of Trustees	Date: July 18, 2016
Re:	Approval of Medical Assistant Program Agreement – University of California, Irvine Medical Center	
Action:	Request for Approval	

**BACKGROUND**

Students in the Medical Assistant program participate in clinical rotation activities at sites throughout the community in order to gain practical field experiences and to apply knowledge and skills learned in college classes. The proposed affiliation agreement with the University of California Irvine Medical Center located in Orange, California, will yield appropriate clinical activities for the program.

**ANALYSIS**

The affiliation agreement covers the scope of program's operations of the facility as well as other issues relating to responsibilities for both parties. The agreement has been reviewed by college and district. The agreement carries no costs or other financial arrangements.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this affiliation agreement with the University of California Irvine Medical Center located in Orange, California.

Fiscal Impact:	None	Board Date: July 18, 2016
Prepared by:	Carlos Lopez, Vice President of Academic Affairs Rebecca Miller, Associate Dean of Health Sciences	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

**ALLIED HEALTH SCIENCES EDUCATION AGREEMENT BETWEEN  
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
AND  
SANTA ANA COLLEGE/RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

This Agreement is made and entered into this 1 day of June 2016, in the State of California by and between Rancho Santiago Community College District, on behalf of Santa Ana College hereinafter called "AFFILIATE", and The Regents of the University of California, a Constitutional Corporation, on behalf of the University of California, Irvine (hereafter referred to as "UNIVERSITY").

**W I T N E S S E T H**

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

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

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

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

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

**I. TERM AND PROGRAM DETAILS**

- A. This Agreement shall become effective as of that commencement date specified in Paragraph 1, and shall continue in effect for a maximum of 3 (three) years unless terminated by written notice of either party. The said termination shall become effective only at the close of an academic year, but not before six months after receipt of said notice, except that this Agreement may be terminated at any time upon written mutual consent by the AFFILIATE and the UNIVERSITY.
- B. The agreement covers only the program which has been approved by the UC Irvine Allied Health Committee, named Medical Assistant Program UCI#1126.
- C. The program purpose approved by the UC Irvine Allied Health Committee is to educate students to become Medical Assistants.
- D. The maximum number of student participants in the program at any given time shall be 2-4 per semester.

E. The physical facilities to be used and costs thereof, as stated in the original application approved by the UC Irvine Allied Health Committee, shall be UCI Family Health Clinic 300 W. Carl Karcher Way Anaheim, CA 92801.

F. For purposes of scheduling the training experience, the time of facility availability shall be M-F, 7 am – 10 pm, subject to terms V.E-G.

**II. STATUS OF HEALTH SCIENCES STUDENTS**

A. AFFILIATE's health sciences students shall have the status of learners and shall not be considered to be UNIVERSITY employees, nor shall they be intended to replace MEDICAL CENTER staff. Clinical experience will be conducted as a laboratory learning experience.

B. Health sciences students are subject, during their clinical experience assignment, to applicable UNIVERSITY regulations and must conform to the same standards as are set for UNIVERSITY employees in matters relating to the welfare of patients and general MEDICAL CENTER operation.

C. UNIVERSITY requires a background check via Certified Background/Castle Branch. The results are kept on file by the AFFILIATE Associate Dean responsible for the program.

**III. COMPENSATION**

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

**IV. NON-DISCRIMINATION**

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

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

A. The Director of Purchasing and Risk Services is authorized to approve Allied Health Programs to be conducted at the MEDICAL CENTER upon the recommendation of the Dean of the SCHOOL, except in areas of authority delegated to the Academic Senate by the Standing Orders of the Regents.

- B. Each program will have a UNIVERSITY staff member, approved by his/her supervisor, who will function as Education Coordinator for use of MEDICAL CENTER facilities for clinical experience of AFFILIATE's health sciences students, including joint planning with representatives of all involved services. Responsibilities of coordinator will also include scheduling of student rotations, and in cases where not provided by AFFILIATE, supervision and instruction while at the MEDICAL CENTER.
- C. The SCHOOL faculty and staff may participate in the educational program, (i.e., clinical instruction) on request of the AFFILIATE's instructor and approval of appropriate SCHOOL supervisor.
- D. Students enrolled in AFFILIATE's health sciences educational programs conducted at the MEDICAL CENTER will be permitted to use such MEDICAL CENTER supplies and equipment as are determined by MEDICAL CENTER to be made available to perform the patient care services which are necessary to meet the clinical experience requirements of the student's educational program.
- E. Service facilities (i.e., conference rooms, parking and cafeteria) at the MEDICAL CENTER will be made available to AFFILIATE's health sciences students and faculty at such times and to the extent approved by the MEDICAL CENTER's authorized officer.
- F. Educational facilities of the SCHOOL will be made available to AFFILIATE's health sciences students and faculty at such times and to the degrees approved by the Dean of the SCHOOL, and in accord with established policy of the MEDICAL CENTER.
- G. In his/her sole discretion, the Chief Medical Officer or Chief Nursing Officer may refuse access to clinical areas in the MEDICAL CENTER to AFFILIATE's health sciences student(s) or faculty in the event that AFFILIATE's health science student(s) or faculty member(s) violate UNIVERSITY or MEDICAL CENTER rules and regulations.
- H. UNIVERSITY has the right to request that the AFFILIATE withdraw from the MEDICAL CENTER any student who the UNIVERSITY and AFFILIATE determine is not performing satisfactorily or is not complying with the UNIVERSITY's policies, procedures, or regulations. Such request must be in writing and include a detailed statement of the reasons why the UNIVERSITY requests that the student be withdrawn. The AFFILIATE shall comply with all requests within five (5) days of receipt. Notwithstanding the foregoing provision, in the event of an emergency or if any student represents a threat

to patients' safety or fails to meet UNIVERSITY standards for health, safety, cooperation or ethical behavior, the UNIVERSITY may immediately exclude the student from the clinical areas of the MEDICAL CENTER until final resolution of the matter with the AFFILIATE.

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

- A. The AFFILIATE will assume full responsibility for offering health science education programs accredited by the appropriate accrediting body.
- B. The AFFILIATE will initiate the development of an instructional program acceptable to both the AFFILIATE and the UNIVERSITY for using the MEDICAL CENTER and/or SCHOOL faculty, staff, resources, and facilities to meet the educational goals of the prescribed curriculum. The program will be made available to the Education Coordinator at a time agreed upon by said coordinator and the designated representative of the AFFILIATE not less than ninety (90) days prior to the beginning of the proposed program. The proposed program will be revised at the request of the MEDICAL CENTER's Director or SCHOOL's Dean in instances of conflict with MEDICAL CENTER's patient care responsibilities and/or SCHOOL's education, research and training programs.
- C. Prior to the beginning of each training period, the AFFILIATE or a designated representative shall provide the Education Coordinator with a list of the student's names and addresses for that training period.
- D. The AFFILIATE will provide the Education Coordinator with a copy of the approved curriculum for each course of study covered by this Agreement prior to the start of the clinical experience.
- E. The AFFILIATE will provide a member of the AFFILIATE faculty who is both a qualified teacher and a competent, licensed (where applicable) practitioner in the applicable health sciences field to coordinate the clinical education program with UNIVERSITY faculty and staff.
- F. Both parties will cooperate in providing orientation for AFFILIATE's faculty members to familiarize them with MEDICAL CENTER policies, practices, and facilities before assigning AFFILIATE's to institutional duties at the MEDICAL CENTER.
- G. The AFFILIATE'S faculty will be responsible for learning and observing the regulations of both AFFILIATE and MEDICAL CENTER as they apply to the circumstances of clinical teaching.

- H. The AFFILIATE will provide name badges designating student status and assure that patients are made fully aware of the student status.
- I. The AFFILIATE shall have the privilege of regularly scheduled meetings with appropriate MEDICAL CENTER and/or SCHOOL staff, including both selected floor personnel and administrative representatives for the purpose of interpreting, discussing, and evaluating the educational program in the applicable clinical experience.
- J. AFFILIATE shall certify to UNIVERSITY at the time each student first reports to the MEDICAL CENTER that the student complies with the AFFILIATE's requirements for immunizations and tests, including, but not limited to, an annual health examination, rubella, DT, tuberculin skin test and chest x-ray if determined appropriate by the AFFILIATE. AFFILIATE shall certify to UNIVERSITY that each student has completed JCAHO and HIPAA training requirements.

**VII. INDEMNIFICATION**

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

**VIII. INSURANCE**

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

1. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

- |     |                                                              |             |
|-----|--------------------------------------------------------------|-------------|
| (a) | Each Occurrence                                              | \$2,000,000 |
| (b) | General Aggregate (Not applicable to the Comprehensive form) | \$5,000,000 |

Such insurance shall be written on an occurrence based form. Claims-made policies will not be accepted.

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

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

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

3. Workers' Compensation and Employers Liability Insurance in a form and amount covering AFFILIATE'S full liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

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

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

AFFILIATE shall provide advance written notice to UNIVERSITY of any modification, change or cancellation of any of the above insurance coverages.

B. Students of the AFFILIATE will be covered by professional liability/malpractice insurance which each student must maintain as a prerequisite for participating in the clinical training program at the Medical Center. This insurance shall be considered primary. Students must provide certificates of insurance verifying coverage and limits before participating in the program.

C. UNIVERSITY at its sole cost and expense, shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

1. General Liability Insurance Program with limits as follows:

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

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

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

3. Workers' Compensation and Employers Liability equivalent Insurance Program covering UNIVERSITY's full liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

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

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

requirements. UNIVERSITY shall provide advance written notice to AFFILIATE of any modification, change or cancellation of any of the above insurance coverages.

**IX. REQUIRED NOTICES**

Any notice required to be given pursuant to this Agreement shall be in writing and shall be served by personal service or first class mail. When served by first class mail, service shall be conclusively deemed effective three (3) days after deposit thereof in the United States mail, postage prepaid, addressed to the party to whom such notice is to be given as herein provided:

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

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

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

Lauren Silva  
Ambulatory Float Pool  
Supervisor  
UC Irvine Health  
101 The City Dr. South  
Orange, CA 92868

Director  
Material & Risk Management  
University of California, Irvine  
250 Public Services  
Irvine, CA 92697-4350

Director  
Risk Management  
UCI Medical Center  
101 The City Dr. Rte 153  
Orange, CA 92868

**X. ENTIRE AGREEMENT**

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

**XI. AMENDMENTS**

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

**XII. USE OF PARTIES' NAME**

During the term of this Agreement, each party may use the other party's name to reference the business relationship created by this Agreement and to perform this Agreement, however, each party agrees that it will not use the other party's name in advertising,

publicity or other promotional activity without the prior written approval of the other party. Each party agrees that it will not use the other party's word marks, seals, logos, or other trademarks without the prior written approval of the other party.

**XIII. INDEPENDENT CONTRACTOR STATUS**

None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between AFFILIATE and UNIVERSITY other than that of independent entities contracting with each hereunder, solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto nor any of their respective officers, directors or employees shall be construed to be the agent, employer or representative of the other except as provided herein. Neither party is authorized to speak on behalf of the other for any purpose whatsoever without the prior consent in writing of the other.

**XV. RESPONSIBILITY FOR OWN ACTS**

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

**XVI. AUTHORIZATION WARRANTY**

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

**III. COOPERATION IN DISPOSITION OF CLAIMS**

- A. AFFILIATE and UNIVERSITY agree to cooperate with each other in the investigation and disposition of audits, peer review matters, disciplinary actions and third party liability claims arising out of any services provided under this

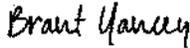
Agreement. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, joint investigation, defense, disposition of claims for third parties arising from services performed under this Agreement, and making witnesses available.

- B. To the extent allowed by law, AFFILIATE and UNIVERSITY shall have reasonable access to the medical records and charts of the other relating to any claim or investigation related to services provided pursuant to this Agreement; provided however, that nothing shall require either AFFILIATE or UNIVERSITY to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under Attorney Work-Product Privilege.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of that date first appearing herein and above, and this Agreement shall become effective as of that commencement date specified in Paragraph 1.

THE REGENTS OF THE UNIVERSITY CALIFORNIA

AFFILIATE

DocuSigned by:  
  
 DB878DA892C458...  
 Brant Yancey  
 Acting Director  
 Purchasing and Risk Services

16 June 2016  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Peter J. Hardash *PJA C.L.* Date  
 Vice Chancellor of Fiscal Services/Business Operations  
 Rancho Santiago Community College District

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

To:	Board of Trustees	Date: July 18, 2016
Re:	Approval of New OTA Agreement – Littlefield Physical Therapy, Inc.	
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 Littlefield Physical Therapy, Inc., in Murrieta, California.

Fiscal Impact:	None	Board Date: July 18, 2016
Prepared by:	Carlos L. Lopez, Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

# EDUCATIONAL AFFILIATION AGREEMENT

## Occupational Therapy Assistant Program

**THIS AGREEMENT** is made and entered into by and between **Littlefield Physical Therapy, Inc.**, 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 agrees to maintain in full force and effect coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate for bodily injury, contractual liability and general liability insurance, including errors and omissions coverage which protects and insures against any and all liability attributable to the District, its employees, students, agents, officers, Board Members, and others arising from the activities required under this agreement 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 this program. Proof of insurance is to be provided to Clinical Facility.

**Insurance Carried by Clinical Facility.** Clinical Facility agrees to maintain in full force and effect coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate for bodily injury, contractual liability and general liability insurance, including errors and omissions coverage which protects and insures against any and all liability attributable to the Clinical Facility, its employees, agents, officers, Board Members, and others arising from the activities required under this agreement and said policy shall remain in full force and effect during the term hereof. Proof of insurance is to be provided to District.

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: Littlefield Physical Therapy, Inc.**  
\_\_\_\_\_

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

**Littlefield Physical Therapy, Inc.  
41421 Date Street, #101  
Murrieta, CA 92562**

\_\_\_\_\_  
Peter J. Hardash  
Vice Chancellor  
Business Operations & Fiscal Services

  
\_\_\_\_\_  
Rachel Carpenter, PT  
Clinical Director  
Director of Clinical Education

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

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

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

To:	Board of Trustees	Date: July 18, 2016
Re:	Approval of OTA Agreement Renewal – Temecula Valley Therapy Services	
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 an agreement renewal 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 agreement renewal with Temecula Valley Therapy Services in Temecula, California.

Fiscal Impact:	None	Board Date: July 18, 2016
Prepared by:	Carlos L. Lopez, Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

## **EDUCATIONAL AFFILIATION AGREEMENT**

### **Occupational Therapy Assistant Program**

**THIS AGREEMENT** is made and entered into by and between **Hardy and Lukes, Inc., dba Temecula Valley Therapy Services**, 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 agrees to maintain in full force and effect coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate for bodily injury, contractual liability and general liability insurance, including errors and omissions coverage which protects and insures against any and all liability attributable to the District, its employees, students, agents, officers, Board Members, and others arising from the activities required under this agreement 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 this program. Proof of insurance is to be provided to Clinical Facility.

**Insurance Carried by Clinical Facility.** Clinical Facility agrees to maintain in full force and effect coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate for bodily injury, contractual liability and general liability insurance, including errors and omissions coverage which protects and insures against any and all liability attributable to the Clinical Facility, its employees, agents, officers, Board Members, and others arising from the activities required under this agreement and said policy shall remain in full force and effect during the term hereof. Proof of insurance is to be provided to District.

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:

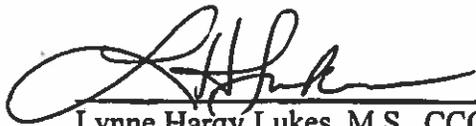
**District: Rancho Santiago Community  
College District**  
\_\_\_\_\_

**Agency: Hardy and Lukes, Inc., dba  
Temecula Valley Therapy Services**  
\_\_\_\_\_

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

**Temecula Valley Therapy Services  
41769 Enterprise Circle North, Suite #104  
Temecula, CA 92590**

\_\_\_\_\_  
Peter J. Hardash  
Vice Chancellor  
Business Operations & Fiscal Services

  
\_\_\_\_\_  
Lynne Hardy Lukes, M.S. CCC/SLP  
President

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

Date: 05/16/2016

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

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

To: Board of Trustees	Date: July 18, 2016
Re: Approval of OTA Agreement Renewal – Rancho Physical Therapy	
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 an agreement renewal 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 agreement renewal with Rancho Physical Therapy in Murrieta, California.

Fiscal Impact:	None	Board Date: July 18, 2016
Prepared by:	Carlos L. Lopez, Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

## **EDUCATIONAL AFFILIATION AGREEMENT**

### **Occupational Therapy Assistant Program**

**THIS AGREEMENT** is made and entered into by and between **Rancho Physical Therapy**, 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 agrees to maintain in full force and effect coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate for bodily injury, contractual liability and general liability insurance, including errors and omissions coverage which protects and insures against any and all liability attributable to the District, its employees, students, agents, officers, Board Members, and others arising from the activities required under this agreement 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 this program. Proof of insurance is to be provided to Clinical Facility.

**Insurance Carried by Clinical Facility.** Clinical Facility agrees to maintain in full force and effect coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate for bodily injury, contractual liability and general liability insurance, including errors and omissions coverage which protects and insures against any and all liability attributable to the Clinical Facility, its employees, agents, officers, Board Members, and others arising from the activities required under this agreement and said policy shall remain in full force and effect during the term hereof. Proof of insurance is to be provided to District.

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: Rancho Physical Therapy**  
\_\_\_\_\_

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

**Rancho Physical Therapy  
24630 Washington Avenue, #200  
Murrieta, CA 92562**

\_\_\_\_\_  
Peter J. Hardash  
Vice Chancellor  
Business Operations & Fiscal Services

*Adrienne Egleston*  
\_\_\_\_\_  
Adrienne Egleston  
Human Resources

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

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

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

To:	Board of Trustees	Date: July 18, 2016
Re:	Approval of OTA Agreement Renewal – Step-By-Step Pediatric Therapy	
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 an agreement renewal 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 agreement renewal with Step-By-Step Pediatric Therapy in Hacienda Heights, California.

Fiscal Impact:	None	Board Date: July 18, 2016
Prepared by:	Carlos L. Lopez, Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

# EDUCATIONAL AFFILIATION AGREEMENT

## Occupational Therapy Assistant Program

**THIS AGREEMENT** is made and entered into by and between **Step-By-Step Pediatric Therapy**, 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.

**SAC-16-055**

*SAC OTA Standard Agreement\_04-2016*

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.
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    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 agrees to maintain in full force and effect coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate for bodily injury, contractual liability and general liability insurance, including errors and omissions coverage which protects and insures against any and all liability attributable to the District, its employees, students, agents, officers, Board Members, and others arising from the activities required under this agreement 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 this program. Proof of insurance to be provided to Clinical Facility.

**Insurance Carried By Clinical Facility.** Clinical Facility agrees to maintain in full force and effect coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate for bodily injury, contractual liability and general liability insurance, including errors and omissions coverage which protects and insures against any and all liability attributable to the Clinical Facility, its employees, agents, officers, Board Members, and others arising from the activities required under this agreement and said policy shall remain in full force and effect during the term hereof. Proof of insurance to be provided to District.

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: Step-By-Step Pediatric Therapy**  
\_\_\_\_\_

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

**Step-By-Step Pediatric Therapy  
15454 Gale Avenue, Suite F  
Hacienda Heights, CA 91745**

\_\_\_\_\_  
Peter J. Hardash  
Vice Chancellor  
Business Operations & Fiscal Services

\_\_\_\_\_  
Ann Holley, OTR/L, C/NDT, SWC  
Program Director

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

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

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

To: Board of Trustees	Date: July 18, 2016
Re: Approval of OTA Agreement Renewal – Children’s Therapy Network	
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 an agreement renewal 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 agreement renewal with Children’s Therapy Network in Ventura, California.

Fiscal Impact: None	Board Date: July 18, 2016
Prepared by: Carlos L. Lopez, Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by: Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

# **EDUCATIONAL AFFILIATION AGREEMENT**

## **Occupational Therapy Assistant Program**

**THIS AGREEMENT** is made and entered into by and between **Children's Therapy Network**, 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 agrees to maintain in full force and effect coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate for bodily injury, contractual liability and general liability insurance, including errors and omissions coverage which protects and insures against any and all liability attributable to the District, its employees, students, agents, officers, Board Members, and others arising from the activities required under this agreement 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 this program. Proof of insurance is to be provided to Clinical Facility.

**Insurance Carried by Clinical Facility.** Clinical Facility agrees to maintain in full force and effect coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate for bodily injury, contractual liability and general liability insurance, including errors and omissions coverage which protects and insures against any and all liability attributable to the Clinical Facility, its employees, agents, officers, Board Members, and others arising from the activities required under this agreement and said policy shall remain in full force and effect during the term hereof. Proof of insurance is to be provided to District.

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**

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**Agency: Children's Therapy Network**

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

**Children's Therapy Network  
1234 East Main Street  
Ventura, CA 93001**

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Peter J. Hardash  
Vice Chancellor  
Business Operations & Fiscal Services

  
Cassandra Woods-Peirce, PT  
CEO

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

Date: June 05, 2016

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

To: Board of Trustees	Date: July 18, 2016
Re: Approval of OTA Agreement Renewal – Special Service for Groups	
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 an agreement renewal 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 agreement renewal with Special Service for Groups in Los Angeles, California.

Fiscal Impact: None	Board Date: July 18, 2016
Prepared by: Carlos L. Lopez, Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by: Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

# EDUCATIONAL AFFILIATION AGREEMENT

## Occupational Therapy Assistant Program

**THIS AGREEMENT** is made and entered into by and between Special Service for Groups, 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.

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#### A. For the Program in General

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3. For Background clearance  
The District shall inform The Occupational Therapy Assistant Program students of the Background Check requirement and their responsibility of payment.

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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.

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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.

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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.

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**Insurance Carried by the District.** District agrees to maintain in full force and effect coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate for bodily injury, contractual liability and general liability insurance, including errors and omissions coverage which protects and insures against any and all liability attributable to the District, its employees, students, agents, officers, Board Members, and others arising from the activities required under this agreement 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 this program. Proof of insurance is to be provided to Clinical Facility.

**Insurance Carried by Clinical Facility.** Clinical Facility agrees to maintain in full force and effect coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate for bodily injury, contractual liability and general liability insurance, including errors and omissions coverage which protects and insures against any and all liability attributable to the Clinical Facility, its employees, agents, officers, Board Members, and others arising from the activities required under this agreement and said policy shall remain in full force and effect during the term hereof. Proof of insurance is to be provided to District.

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**

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

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Peter J. Hardash  
Vice Chancellor  
Business Operations & Fiscal Services

**Agency: Special Service for Groups**

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**Special Service for Groups  
905 East 8<sup>th</sup> Street  
Los Angeles, CA 90021**



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Herbert K. Hatanaka, DSW  
Executive Director

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

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

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

To: Board of Trustees	Date: July 18, 2016
Re: Approval of OTA Agreement Renewal – Santa Barbara Cottage Hospital	
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 an agreement renewal 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 three (3) 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 agreement renewal with Santa Barbara Cottage Hospital in Santa Barbara, California.

Fiscal Impact: None	Board Date: July 18, 2016
Prepared by: Carlos L. Lopez, Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by: Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

## AGREEMENT FOR USE OF CLINICAL FACILITIES

This agreement is made and entered into between:

SANTA BARBARA COTTAGE HOSPITAL  
P.O. BOX 689  
SANTA BARBARA, CA 93102

(Hereinafter known as "FACILITY") and

*Rancho Santiago Community College District on behalf of Santa Ana College*  
1530 W 11<sup>th</sup> Street  
Santa Ana, CA 92706-3398

(Hereinafter known as "COLLEGE").

### WITNESS ETH

WHEREAS, it is agreed by the parties to be of mutual interest and advantage that students and faculty of the COLLEGE be given the opportunity to utilize FACILITY for Physical and Occupational Therapy, Field Work/Internship purposes.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

#### 1. PERIOD OF AGREEMENT/TERM

This agreement shall be effective as of July 18, 2016 and shall continue through July 18, 2019 at which point it shall terminate; provided, however, that this Agreement may be terminated prior to July 18, 2019 by either party after giving the other party thirty (30) days advance written notice of its intention to terminate. Each party retains the right to terminate the agreement upon 30 days notice without "cause" or the obligation to show a breach of the agreement by the other party.

#### 2. GENERAL OBLIGATIONS OF COLLEGE

The COLLEGE-agrees to the following:

- A. To accept responsibility for the development, organization, and implementation of the curricula under the direction of the Program Directors or Coordinator and the Dean.
- B. To accept responsibility for the selection and guidance of learning experiences to meet the objectives of the curricula.
- C. To furnish copies of class schedules and student rotation in clinical assignments to designated personnel employed by the FACILITY within six weeks of the beginning of the student rotation to allow FACILITY to properly plan.
- D. When applicable, COLLEGE shall be responsible for ensuring students possess and maintain current status of Basic Life Support (BLS) certification.

**SAC-16-021**

- E. The COLLEGE and the FACILITY will meet as deemed necessary to discuss the students' program, any existing problems and evaluation of student learning experiences in the FACILITY.
- F. COLLEGE shall ensure that students are informed that: (i) they shall not receive any wages or employee benefits, either from College or FACILITY; (ii) they shall be considered students who are receiving credit required as part of their curriculum; and (iii) they are not automatically entitled to a job at FACILITY upon the conclusion of their clinical training.
- G. COLLEGE shall maintain standards of accreditation as formulated by its professional bodies.
- H. COLLEGE will certify, via Exhibit A, all requirements set forth in this agreement are completed and that records will be maintained thereof. Exhibit A will be required for every student; student and appropriate COLLEGE representative will execute and submit Exhibit A prior to the students' arrival at FACILITY.

3. GENERAL OBLIGATIONS OF FACILITY

The FACILITY agrees to provide the following:

- A. Suitable learning experiences in the care of patients according to stated behavioral objectives. Opportunity will be provided for students to obtain experience in all educationally relevant phases of patient care dependent on their area of study. Although students will be under the supervision of COLLEGE faculty with periodically planned on-site supervision, they will receive the direct supervision of the Facility's staff. Students will pursue singular objectives with eventual pursuit of broad objectives all under instructor supervision. Students will have the privilege of consulting with members of medical and paramedical services of the FACILITY on an individual basis or in conferences as recommended by the faculty.
- B. The Administration of the FACILITY, in cooperation with the individual department heads, supervisors, and medical staff strives to ensure that a safe work environment is maintained at all times for students in the FACILITY. Work environment is composed of the physical location, equipment, materials processed or used, and the kinds of tasks performed in the course of an employee's work. Every effort is made to minimize the probability of exposure to occupational illnesses and injuries.
- C. As available, suitable conference room facilities, office space for instructors as available, storage space for teaching materials as available and lockers for students as available.
- D. Access to the professional library and medical records. (The latter must be arranged in advance, utilizing the usual FACILITY protocol.)
- E. Cooperation and intercommunication between the FACILITY administrative and staff personnel and the COLLEGE staff.
- F. Upon appointment, FACILITY will permit its clinical facilities to be inspected and its personnel to be interviewed by state and national accreditation or review representatives.
- G. Prior to clinical experience, FACILITY shall provide to students orientation and training to FACILITY policies, procedures, rules, regulations and concepts. FACILITY shall maintain records documenting this training.
- H. A liaison person or persons to whom the COLLEGE sends all notices, changes, etc.

- a. Name of contact individual for FACILITY: Moses Aguirre, Workforce Development Program Manager
- b. Name of contact individual for COLLEGE: Debbie Hyman, Fieldwork Coordinator, OTA Program

- I. The FACILITY provides support for various student learning experiences. If another institution wishes to use the Facility for learning experiences, and such experiences interferes with those provided by the COLLEGE, all involved major parties would enter into dialogue to resolve the issue.
- J. FACILITY shall, at all times, maintain accountability for the care of patients assigned to students. FACILITY shall at all times ensure that its staff is sufficient in number, quality, and stability to ensure safe and continuous service to patients and of FACILITY.
- K. Participation of students from COLLEGE in this instructional program shall in no way influence FACILITIES staffing decisions, including the displacement any regular paid employee of the FACILITY or cause the reduction of any FACILITY employee's hours.

4. USE OF CAFETERIA

The students and instructors shall be permitted use of the FACILITY cafeteria.

5. MEDICAL AID

FACILITY shall provide emergency first aid care for any student who becomes sick or injured by conditions arising out of or in the course of said student's participation in the clinical experience at the Facility. Facility will direct the student to appropriate health care facility for follow up care. Any costs incurred, will be the sole responsibility of the student.

Any student returning from an absence caused by any illness or injury shall be cleared by a physician as monitored by the COLLEGE.

6. CLINICAL EXPERIENCE

COLLEGE and FACILITY agree that:

- A. The schedule for the students' clinical experience at the FACILITY will be mutually agreed upon between the parties prior to the beginning of each clinical experience.
- B. The number of students participating in the clinical experience at the FACILITY at any given time shall be mutually agreed upon by the parties prior to the beginning of the clinical experience, and may be modified from time-to-time by mutual agreement upon the request of either party.
- C. The selection of patients for student experience by the COLLEGE clinical instructors shall be made in concurrence with the appropriate clinical manager of the FACILITY.
- D. Student will receive Orientation materials via email 3-5 weeks in advance of their placement at FACILITY. This will provide the student with information regarding the FACILITY'S History, Vision, Core Values, Policies & Procedures and general information to assist their clinical experience. Completion of Orientation materials is required prior to their first day at FACILITY and will be submitted digitally to the Volunteer Services Department along with the "Compliance Certification" document (see Exhibit A). COLLEGE and FACILITY will work together to ensure student is prepared for clinical experience. Email address will be required for every student, along with their anticipated start and completion dates; please provide this information 3 months in advance of their start date.

7. HEALTH CERTIFICATION AND CLEARANCE OF STUDENTS

The COLLEGE shall require the examination for physical fitness and 10-panel drug screening (positive testing for marijuana shall disqualify the student regardless of whether it is recommended by a physician) and shall maintain records that the students provide proof of current immunization (or immunity, when applicable) to rubella, rubeola, mumps, varicella, pertussis, Hepatitis B (or declination) and a current PPD or tuberculosis evaluation. All student interns must obtain a flu vaccination and provide evidence of such to Employee Health & Safety(EH&S) prior to the beginning of the internship, which is in alignment with CDC guidelines. There shall be an exception made only for Students who, due to medical restrictions, are unable to be vaccinated. Proof of medical restriction must be presented. Students who meet this exception shall be required to wear a surgical mask starting on a date to be designated annually. The mask must be worn at all times, except while eating or drinking. The date for Influenza Vaccination Policy compliance will be communicated annually by Administration based on the recommendation of the CDC defined flu season. EH&S, when provided proof of a flu vaccine in the defined flu season, will provide a visual cue on the name badge indicating that the intern has been vaccinated. If a student has not been vaccinated, they may utilize Cottage EH&S to obtain the required flu vaccination.

Also, a completed criminal background check for each county in which the student has resided in the previous ten (10) years. Any criminal convictions revealed by such background check shall be disclosed in writing by COLLEGE to FACILITY and FACILITY shall have the right, in its sole discretion, to exclude any student on the basis of any criminal conviction. Social Security verification is required for each student. Specific requirements for the physical examination, drug screen, including immunizations and background check are required to be completed within 30 days of the students first day at FACILITY. COLLEGE and student will certify the preceding is met via Exhibit A; this document will be submitted to the Volunteer Services Department prior to the students' arrival at FACILITY. The COLLEGE shall comply with program health and OSHA requirements and maintain records thereof.

8. UNIFORMS

Each student and instructor shall adhere to the FACILITY'S dress code.

9. SUPERVISION OF STUDENTS

Each student shall be subject to the rules, regulations, policies and procedures of the FACILITY and the COLLEGE which are on file in the respective institutions and available to students. Students not following FACILITY policies may be removed from the FACILITY immediately.

10. DISCONTINUANCE OF STUDENT ASSIGNMENTS

The COLLEGE may, for cause and upon notice, discontinue the assignment of any students at any time during the period of this agreement. The FACILITY reserves the right to terminate the clinical experience of any student at any time for any reasons that is not illegal.

11. STATUS OF STUDENTS AND INSTRUCTORS

Students shall function under the direction and supervision of instructors of the COLLEGE who shall be licensees for the limited purposes expressed in this agreement. Such students and instructors shall not be deemed employees of the FACILITY for any purpose including but not limited to compensation for services, employee welfare and pension benefits or workers compensation insurance during the hours in which they are assigned to the Student Program.

Instructors are hired by the COLLEGE and meet the COLLEGE teaching requirements and the requirements of the appropriate licensing agency. The COLLEGE shall maintain records thereof.

12. RELATIONSHIP

It is agreed and understood that the parties to this Agreement are independent contractors and that neither is the employee or employer of the other and the students and employees of one are not the employees of the other.

13. NON-DISCRIMINATION POLICY

The FACILITY and the COLLEGE, in compliance with California State Regulations, Titles VI and VII of the U.S. Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of race, creed, color, gender, handicap, national origin, age, ancestry, sexual orientation, marital status, religious affiliation or non-affiliation, disability, medical condition (including but not limited to AIDS, HIV positive diagnosis or cancer) political affiliation or union membership.

14. RESPONSIBILITY FOR OWN ACTS

Each party shall be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits, demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by either party, their employees or representatives, in the performance or omission of any act or responsibility of either party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. However, both parties shall have the right to take any and all actions they believe necessary to protect their interest. Notwithstanding the forgoing, however, COLLEGE will defend, indemnify and hold harmless FACILITY from any claims (1) arising out of the negligence or willful misconduct of COLLEGE, or (2) by students claiming that they were employed by FACILITY or claiming entitlement to any benefits that FACILITY provides to its employees. FACILITY will defend, indemnify and hold harmless COLLEGE from any claims arising out of the negligence or willful misconduct of FACILITY.

15. INSURANCE

The COLLEGE agrees to maintain in full force and effect coverage of not less than one million dollars (\$1,000,000) for bodily injury, contractual liability and general liability insurance, including errors and omissions coverage of not less than three million (\$3,000,000) which protects and insures against any and all liability attributable to the COLLEGE, its employees, students, agents, officers, Board Members, and others arising from the activities required or contemplated under this agreement. Proof of the COLLEGE'S insurance coverage shall be provided to FACILITY. The COLLEGE or its insurer shall provide written notice to the FACILITY at least twenty (20) days prior to any cancellation, termination or change in the insurance coverage referenced in this agreement. In the event that the COLLEGE fails to maintain such insurance coverage in full force and effect during the term of this Agreement FACILITY can either terminate this agreement concurrently with such failure by COLLEGE or secure the required insurance at the sole cost of the COLLEGE.

Insurance Carried By Facility: Facility agrees to maintain in full force and effect coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate for bodily injury, contractual liability and general liability insurance, including errors and omissions coverage which protects and insures against any and all liability attributable to the Facility, its employees, agents, officers, Board Members, and others arising from the activities required under this agreement and said policy shall remain in full force and effect during the term hereof. Proof of insurance to be provided to College.

16. CONFIDENTIALITY OF HOSPITAL RECORDS AND INFORMATION

A. At all times during and after the term of this Agreement and any extension or renewals thereof, all business and patient records, including but not limited to medical records, all books of account, general administrative records and all information generated under or contained in

the FACILITY'S management information systems and all list of patients and contracts of any kind or nature shall be and remain the sole property of FACILITY and shall be confidential to the fullest extent permitted by law and COLLEGE shall take all necessary precautions to prevent unauthorized disclosure of such information. Disclosure or dissemination of any such records and/or information shall only be made when expressly permitted by law, including without limitation the California Confidentiality of Medical Information Act, the Lanterman-Petris-Short Act, the Privacy, Security and Transaction Standards of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations there under, the provisions of the California Health and Safety code relating to HIV, and federal Confidentiality of Alcohol and Drug Abuse Patient COLLEGE disclose any such records or information to any other person. COLLEGE shall be responsible for maintaining confidentiality of such records and/or information and shall comply with all legal requirements relation to the confidentiality of such information. This clause shall survive the termination of this Agreement.

B. FACILITY retains to itself alone, without exception, professional and administrative responsibility for all patients' records and information, whether electronic, hard copy or other media to which COLLEGE has access during the course of their business. This clause shall survive the termination of this Agreement.

17. JURISDICTION

This Agreement is made and entered into in the County of Santa Barbara, State of California and shall in all respects be interpreted, enforced and governed by and under the laws of the State of California. Further, any action arising out of this Agreement shall be instituted and prosecuted only in a Court of proper jurisdiction in the County of Santa Barbara, State of California.

18. ASSIGNMENT

Neither party shall assign its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other party. Any such attempted assignment shall be null and void. The parties agree that students are not "third party beneficiaries" of this agreement and may not bring any legal action to enforce its terms.

19. MODIFICATION

This Agreement may be modified or amended without additional consideration at any time in a written agreement signed by both parties, which specifically references this Agreement and states an intent to modify it.

20. NOTICES

Any and all notices required or permitted by this Agreement shall be deemed to have been duly given if written and mailed by United States registered and certified mail and addressed as follows:

For FACILITY:

Moses Aguirre, Workforce Development Program Manager  
Santa Barbara Cottage Hospital  
P.O. Box 689  
Santa Barbara, CA 93102-0689

For COLLEGE:

Santa Ana College OTA Program  
Attn: Debbie Hyman  
1530 West 17<sup>th</sup> Street  
Santa Ana, CA 92706-3398

21. AUDIT STUDENT RECORDS

COLLEGE agrees to allow FACILITY's Human Resources department access to any records required for each student, as stipulated in this agreement, for verification and compliance purposes. If the documentation required by this Agreement to be maintained by COLLEGE is not present when the audit is conducted, FACILITY reserves the right, at its sole discretion, to immediately remove the student from FACILITY and will send notice to COLLEGE providing ten (10) days in which the deficiency must be corrected in order to allow student to continue to participate in the Program. COLLEGE and FACILITY may also agree to alternative remedial steps in the event of missing or deficient documentation, depending on the particular circumstances.

22. ATTORNEYS' FEES

COLLEGE and FACILITY agree that the prevailing party in any litigation arising out of or related to this Agreement shall be entitled, in addition to any other recovery, an award of reasonable attorneys' fees and costs incurred in connection with such litigation.

23. ENTIRE AGREEMENT

COLLEGE and FACILITY agree that this Agreement constitutes the full and complete understanding in agreement between them, super-ceding all prior understandings, representations and agreements, and that neither party is relying on any matter not set forth herein.

In witness whereof, the parties hereto have executed this agreement in duplicate by their duly authorized representatives.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT ON BEHALF OF  
SANTA ANA COLLEGE**  
2323 North Broadway  
Santa Ana, CA 92706

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

Title: Peter J. Hardash  
Vice Chancellor,  
Business Operations & Fiscal Services

\_\_\_\_\_  
Date

**SANTA BARBARA COTTAGE HOSPITAL**

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

Title: Patrice Ryan  
Vice President, Human Resources

4/25/16  
\_\_\_\_\_  
Date

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

Title: Brett D. Tande  
Sr. Vice President & CFO

4/25/16  
\_\_\_\_\_  
Date



**Mailing Address:** Volunteer Services  
 PO Box 689  
 Santa Barbara, CA  
 93102-0689  
**Email:** [vis@sbch.org](mailto:vis@sbch.org)  
**Phone:** 805-569-7357

**EXHIBIT A**

**COMPLIANCE CERTIFICATION**

I \_\_\_\_\_ certify the following have been completed in the required timeframe as set forth in the agreement between SANTA ANA COLLEGE and respective COTTAGE HEALTH FACILITY:

Date Completed

1. Criminal background Check (w/ in 30 days of start) and written disclosure to FACILITY of any convictions: \_\_\_\_\_
2. Drug Screen, 10 Panel (w/ in 30 days of start), with negative results in all categories: \_\_\_\_\_
3. Immunization Records on file: \_\_\_\_\_
4. Online Orientation: \_\_\_\_\_

Name of COLLEGE:

**SANTA ANA COLLEGE**

---

Student:

COLLEGE Representative:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College - Human Services and Technology Division

To:	Board of Trustees	Date: July 18, 2016
Re:	Approval of Fire Technology Renewal Agreement – City of Burbank	
Action:	Request for Approval	

**BACKGROUND**

This is an inter-agency fire instructional services agreement renewal with the City of Burbank.

**ANALYSIS**

This instructional agreement is administered in compliance with the guidelines issued by the State of California Community College Chancellors Office. This renewal is for the period July 19, 2016 to July 18, 2017. The amendment has been reviewed by Dean Simon B. Hoffman and college staff.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this agreement renewal with the City of Burbank in Burbank, California.

Fiscal Impact:	None	Board Date: July 18, 2016
Prepared by:	Carlos L. Lopez., Vice President of Administrative Services Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raul Rodriguez, Ph.D., Chancellor, RSCCD	

**PROFESSIONAL SERVICES AGREEMENT**

**DATE:** July 8, 2016

**PARTIES:** "CLIENT"

THE CITY OF BURBANK, a municipal corporation

Designated Official: Name: Betsy Dolan  
Title: Management Services Director  
Telephone: (818) 238-5026

Mailing Address: 301 E Olive Ave, Suite 300  
Burbank, CA 91502

THE "CONSULTANT"

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Representative: Name: Terri Wann  
Title: Physical Fitness Professor/Coordinator  
Telephone: (714) 564-6861

Mailing Address: 1530 West 17<sup>th</sup> Street  
Santa Ana, CA 92706-3398

**TERM:** Commencement date: July 19, 2016  
Completion date: July 18, 2017

**COST OF SERVICE: NOT TO EXCEED \$31,200.00**

THIS AGREEMENT MUST BE FIRST EXECUTED BY THE CONSULTANT OR ITS REPRESENTATIVE AND APPROVED AS TO FORM BY THE CITY ATTORNEY BEFORE THE AGREEMENT MAY BE EXECUTED ON BEHALF OF THE CITY OF BURBANK.

REQUESTS FOR A WAIVER OF TERMS MUST BE IN WRITING AND PRESENTED TO THE CITY ATTORNEY'S OFFICE AT THE TIME THIS AGREEMENT IS DELIVERED TO THE CITY ATTORNEY'S OFFICE FOR REVIEW AND APPROVAL AS TO FORM.

**1.0**            **Services.** Consultant, as an independent contractor, agrees to perform during the term of this Agreement, each and every service set forth on the "Scope of Services" attached to this Agreement as Exhibit "A." The initiation of service by the Consultant will commence upon receipt of a written notice from the Designated Official authorizing Consultant to proceed, and only to the extent of such authorization. The services of the Consultant shall include the making of all investigations, studies, and analysis required by the conditions involved in each request of the Designated Official.

**2.0**            **Compensation.** The Client shall pay for the services of Consultant either on a time-and-material basis or on a fixed-price basis, depending upon the agreed cost of the applicable service as indicated on the "Schedule of Compensation" which is set forth in Exhibit "B." No payment for expenses or labor shall be paid by Client unless it is related to a service, which is referred to in the Scope of Services. The cost of service designated on the first page of this Agreement may be increased by 10% of the original Cost of Services or \$10,000, whichever is less with the prior written approval of the Designated Official. Any additional increase in the cost of service designated on the first page of this Agreement must have the prior written approval and authorization of the City Manager.

**3.0**            **Payment.** If the service specified in the Scope of Services is to be paid for on a fixed-price basis, then Client shall pay for services of Consultant the total fixed price according to the progress payment schedule established in the Schedule of Compensation. If, however, payment is to be made on a time-and-material basis, then Consultant shall, at the end of each calendar month in which services are performed or expenses are incurred under this Agreement, and prior to the tenth day of the following month, submit to the Client a verified invoice prepared in the manner prescribed by the Client and the Designated Official. Client's payment to Consultant shall be made within thirty (30) days of either the date of completion of each phase as set forth in the progress schedule if Consultant's Compensation is a fixed price, or the date of Consultant's invoice if compensation is calculated on a time-and-material basis, whichever is applicable.

**4.0**            **Standard of Skill.** Consultant, and Consultant's staff, if any, is skilled in the professional calling necessary to perform the work agreed to be done pursuant to this Agreement. Client relies upon the skill of the Consultant, and Consultant's staff, if any, to do and perform such work in a skillful manner, and Consultant agrees to thus perform Consultant's work. The acceptance of Consultant's work by the Client shall not operate as a release of the Consultant from such standard of care and workmanship.

**5.0**            **Independent Contractor.** Consultant is retained and employed by Client only to the extent set forth in this Agreement, and the Consultant's relationship to the Client is that of an independent contractor. Consultant shall be free to dispose of all portions of Consultant's time and activities which Consultant is not obligated to devote to the Client in such a manner and to such persons, firms, or corporations as the Consultant sees fit except as expressly provided in this Agreement. Consultant shall not be considered to have the status of an employee under this Agreement or be entitled to participate in any insurance, medical care, vacation, sick leave, or other benefits provided for Client's officers or employees.

**6.0 Indemnification. Hold Harmless/Indemnification** - In accordance with provisions of Section 895.4 of the California Government Code, each party hereby agrees to indemnify, defend and hold harmless the other party, their officers, agents, employees, from and against any and all claims, demands, damages and costs arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this agreement. In addition, all parties to this agreement agree to indemnify, defend and hold harmless each other from and against all court costs and attorney's fees arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this agreement. It is understood and agreed that all indemnity provided herein shall survive the termination of this agreement.

**7.0 Termination of Agreement.** Either party may terminate this Agreement at any time during the term of the Agreement by giving the other party thirty (30) days notice in writing. This Agreement may be extended beyond the term only by the written agreement of both parties prior to the expiration of the term of the Agreement.

**8.0 Safety Requirement.** All work performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL-OSHA. The Client reserves the right to issue restraint or cease and desist orders to the Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The Consultant shall maintain the work sites free of hazards to persons and property resulting from its operations. Any hazardous condition noted by the Consultant, which is not the result of his operations, shall immediately be reported to the Client.

**9.0 Insurance.** Consultant shall maintain the following insurance coverage throughout the term of this Agreement, and upon request Consultant shall show Client evidence of such coverage:

**9.1 Automobile Insurance.** If Consultant uses, or intends to use, a personal automobile in the performance of this Agreement, automobile liability insurance with limits of not less than \$100,000.00 per person and \$300,000.00 per accident for bodily injury and not less than \$25,000.00 per accident for property damage.

Waiver Approved: \_\_\_\_\_  
City Attorney or designee

\_\_\_\_\_  
Management Services Director or designee

**9.2 Workers' Compensation Insurance.** Workers' Compensation Insurance and Employer's Liability Insurance on any employees of Consultant performing services under this Agreement. **This insurance cannot be waived, but does not apply if Consultant is a sole proprietor and provides a written statement to that effect.**

**9.3 General Liability and Property Damage Insurance.** Unless expressly waived and such waiver is evidenced by the signature of the requisite officers of the client designated in this paragraph, Consultant shall maintain general liability insurance and property damage insurance in the amount of \$1,000,000.00 combined single limit. When this coverage is required, the Client shall be named as an additional insured on a separate endorsement to the insurance policy. The endorsement shall require the insurance company to provide Client a minimum of ten (10) days notice of the cancellation of the policy.

Waiver Approved: \_\_\_\_\_  
City Attorney or designee

\_\_\_\_\_  
Management Services Director or designee

**9.4 Errors and Omissions Insurance.** Errors and Omissions Insurance which includes coverage for professional malpractice, in the amount of \$1,000,000.00. The policy shall provide for coverage of all claims occurring during the term of the policy notwithstanding the fact that the claim may be asserted subsequent to the expiration of the policy for a minimum period of three (3) years.

Waiver Approved: \_\_\_\_\_  
City Attorney or designee

\_\_\_\_\_  
Management Services Director or designee

**10.0 Miscellaneous Insurance Requirements.**

**10.1 Recovery from Consultant's Insurance.** Consultant agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, the Consultant shall look solely to its insurance for recovery.

**10.2 Failure to Secure.** If Consultant at any time during the term of this Agreement, should fail to secure or maintain any insurance required under this Agreement, the Client shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the cost of the insurance premiums at the maximum rate permitted by law computed from the date written notice is received that the premiums have been paid. Such costs can be assessed by deducting such costs from any amounts due and payable to the Consultant as compensation under the terms of this Agreement.

**10.3 Additional Insured.** The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as an additional insured and an additional insured named under this Agreement shall not be held liable for any premium or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute toward any loss or expense covered by the insurance provided by this policy. Proceeds from any policy or policies shall be payable to the Client primarily, and to the Consultant secondarily, if necessary.

**10.4 Evidence of Insurance.** If requested by Client, Consultant shall furnish Certificates of Insurance evidencing the required coverages or the original of the insurance policies for review by the Client or the Designated Official.

**11.0 Work Product.**

**11.1 Deliverables.** Consultant shall deliver to the Client the studies, plans, specifications, or other documents as are identified in the Scope of Services; and Consultant shall, upon completion of all work, submit to the Client all information developed in the course of the Consultant's services. Consultant shall, in such time and in such form as the Client may require, furnish reports concerning the status of services required under this Agreement. Consultant shall, upon request by Client and upon completion or termination of this Agreement, deliver to the Client all material furnished to Consultant by the Client.

**11.2 Ownership.** Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the Client.

**11.3 Confidentiality..** Consultant may be granted access to information that is exempt from disclosure to the public (Government Code Section 6254 and 6254.16) and may contain "trade secrets" (see Government Code Section 6254.7) when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 6254.5.

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the Client or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of the Designated Official during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

**11.4 Records.** Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the Client or the Designated Official. The Consultant shall maintain adequate records on services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide access to the Designated Official or his designees at all proper times to such books and records, and gives the Designated Official or his designees the right to examine and audit such books and records and to make transcripts as necessary, and to allow inspection of all work, data, documents, proceedings, and activities related to this Agreement.

**12.0 Assignment.** This Agreement is personal to the Consultant. Any attempt at assignment by the Consultant shall be void unless approved in writing by the Designated Official. Consultant's services pursuant to this Agreement shall be provided by the Representative or directly under the supervision of the Representative and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of the Client, by and through the Designated Official.

**13.0 Miscellaneous Terms.**

**13.1 Nuisance.** Consultant shall not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.

**13.2 Permits and Licenses.** Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

**13.3 Conflict of Interest.** Consultant agrees to be familiar with and comply with all applicable federal, state, and local conflict of interest laws.

**13.4 Waiver.** A waiver by the Client of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character.

**13.5 Notices.** Any notice required by this Agreement to be given in writing to the persons, at the addresses specified on the first page of this Agreement. Either party may change the specified person or address at which it is to receive notices by so advising the other party in writing.

**13.6 Mediation.** The parties agree to submit all claims, disputes or other matters in question between the parties arising out of or relating to this Agreement or breach thereof to mediation prior to the institution of any litigation.

**13.7 Cost of Litigation.** If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party all costs and expenses in such amount as the court may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith.

**13.8 Severability.** If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local governmental having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

**13.9 Governing Law.** The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of Los Angeles County.

**13.10 Integrated Contract.** This Agreement represents the entire Agreement between the Client and the Consultant. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. In the event an inconsistency arises between any exhibit and any term of this Agreement, the terms of this Agreement shall prevail. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

In recognition of the obligations stated in this Agreement, the parties have executed this Agreement on the date indicated above.

3816 "CONSULTANT"

"CLIENT"

CL

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Peter J. Hardash  
Vice Chancellor  
Business Operations/Fiscal Services

Betsy Dolan  
Management Services Director

ATTEST:  
Office of the City Clerk

Approved as to Form  
Office of the City Attorney

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

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

Zizette Mullins  
City Clerk

Jina Oh  
Assistant City Attorney

## EXHIBIT A

### **SCOPE OF SERVICES**

The Instructor, as an independent contractor, agrees to perform during the term of this Agreement, a Wellness Class for the City of Burbank Fire Department on behalf of the Management Services Department. The estimated number of students that will participate in the class will be approximately 300. The Wellness Class will begin in July 2016 and be completed in July 2017. The class will include the following:

The Fitness Assessment will include a 12-lead ECG, graded exercise test, blood pressure, pulmonary function, body composition assessment, and various strength flexibility tests. This is a fitness evaluation not a medical assessment a doctor does not evaluate the results. Students are encouraged to take their individual fitness profile for their doctor for review.

Individual Fitness Assessments Results Profile will be provided to each participant.

A minimum of 4 lectures/workshops on health, fitness, and nutrition topics will be given during the duration of the Wellness Class. Classes will be repeated two times for each shift for a total of 6 lectures/workshops to cover each topic. Students enrolled in the Wellness class will have access to registered dietitians, exercise physiologists, strength and conditioning trainers, and injury prevention specialists.

The Management Services Department's Assistant Management Services Director – Risk Management & Safety will receive an aggregate report showing the Fire and Police Department's average fitness scores in the following areas: Cardiovascular fitness, muscular fitness, body composition, and coronary risk.

EXHIBIT B

**SCHEDULE OF COMPENSATION**

Fee/Terms

- 104.00 per person (\$92.00 registration fee + \$12.00 material fee) for California Residents and \$553.00 per person for Non-Residents.

**TOTAL AMOUNT NOT TO EXCEED \$31,200.00**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****Santa Ana College – Community Services Program**

To:	Board of Trustees	Date: July 18, 2016
Re:	Approval of Santa Ana College Community Services Program - Fall 2016	
Action:	Request For Approval	

**BACKGROUND**

The Santa Ana College Community Services Program offers classes that are of special interest or designed for a specific audience or need. They are noncredit, usually shorter in duration than college credit classes, and do not require lengthy preparation or rigorous testing. From the creative arts and financial management to computer software and special tours, these offerings are open to the general public for educational, cultural, social and recreational purposes for a fee. Its inherent flexibility allows the addition or replacement of classes that have the most cost effective impact on the program and the community.

**ANALYSIS**

The proposed Fall 2016 schedule supports the mission of Santa Ana College as a leader and partner in meeting the intellectual, cultural, technological and workforce development needs of this diverse community. Adults and children in the Santa Ana College service area will be given access to 150 academic and professional development courses, personal enrichment and recreational activities. This comprehensive fee based menu provides educational opportunities for students to discover, prepare, develop and pursue lifelong learning

**RECOMMENDATION**

It is recommended that the Board of Trustees review and approve the attached proposed Santa Ana College Community Services Program for Fall 2016.

Fiscal Impact:	\$25,000 (estimated net income after expenses)	Board Date: July 18, 2016
Prepared by:	Michael T. Collins, Ed. D., Vice President, Administrative Services, SAC	
Submitted by:	Linda D. Rose, Ed. D. President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

## COMMUNITY SERVICES – FALL 2016 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
<b>Active Adults</b>			
Clay Sculpting	Semora McCampbell	\$44	60/40
Mosaic Designs	Semora McCampbell	\$79	60/40
Painting on Canvas	Semora McCampbell	\$79	60/40
Government Grants – Elder Care	Carl Leiter	\$25	60/40
VA Benefits – Elder Care	Carl Leiter	\$25	60/40
Tai Chi	John Bishop	\$30	60/40
Classic Films	Kathryn Kramer	\$35	60/40
iPhones, iPads, I'm Lost	Robert Cohen	\$44	50/50
Integrated Arts & Meditation	Quynh Nguyen	\$20	60/40
Senior Safety	Michael Rounds	\$25	60/40
<b>Around The Home</b>			
Electrical Repairs	Phil Famolaro	\$105	\$40/hr
Miniature Gardens	Anne, the Barefoot Gardener	\$12	70/30
Container Gardening	Anne, the Barefoot Gardener	\$12	70/30
Home Improvement Repair	Phil Famolaro	\$105	60/40
<b>Arts &amp; Crafts</b>			
Holiday Floral Design	Mina Asadirad	\$65	50/50
Acting Workshop	Mark Correy	\$79	60/40
Soap Making	Quayum Abdul	\$39	60/40
Candle Making	Quayum Abdul	\$39	60/40
Furniture Upholstery	Paciano Dominguez	\$89	60/40
Basic Jewel Making	Brigitte Burns	\$29	60/40
Basic Wire Wrapping	Brigitte Burns	\$29	60/40
Glass Faceted/Nugget Ring	Brigitte Burns	\$29	60/40
Wind chimes	Beth Davidson	\$12	70/30
Vintage Window Painting	Beth Davidson	\$15	70/30
<b>Automotive</b>			
BAR Update	James Rudd	\$325	60/40
CCDET Smoke Inspection	James Rudd	\$175	60/40
EPA Certification	James Rudd	\$175	60/40
Auto Wholesale Business	Ronald Williams	\$85	60/40
DEAM Certification	James Rudd	\$175	60/40
HVAC I & II	Glenn Hammond	\$200	50/50
SCR TTC Certification	Glenn Hammond/Noemi English	\$200	50/50
<b>Business &amp; Careers</b>			
Fall Floral Designer	Mina Flowers, Inc.	\$65	50/50
Voice Overs	Such A Voice	\$29	60/40
Make Up 101	Michelle Jackson	\$59	60/40
E-Commerce Business	Michael Rounds	\$39	60/40
How To Sell on eBay	Francis Greenspan	\$59	60/40
Build Your Own Website	Michael Rounds	\$39	60/40
Contract Licensing	Phil Famolaro	\$99	60/40
Self-Publishing	Nancy Miller	\$39	60/40
Become A Notary Public	NPS, Inc.	\$85	60/40
Renewing Your Notary	NPS, Inc.	\$49	60/40
Loan Signing Agent	NPS, Inc.	\$89	60/40
Home-Based Business	LeeAnne Krusemark	\$29	60/40
Typing/Word Processing Business	LeeAnne Krusemark	\$15	60/40
Cart Vending	Eugene Konstant	\$39	60/40
Quickbooks & Taxes	Miguel Figueroa	\$89	60/40
Make Money Using Your Computer	Nancy Miller	\$39	60/40

## COMMUNITY SERVICES – FALL 2016 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Human Resource Series	Sylvia Gonzalez	\$99	60/40
Intro to Career in Healthcare	Timothy Kersch	\$85	60/40
Management Series	Eugene Konstant	\$99	60/40
Makeup Artistry	Michelle Jackson	\$125	60/40
How to Launch An Internship Program	Alina Tubman	\$69	60/40
Fundamentals of Surveying	Humberto Gallegos	\$250	\$50/hr.
Fundamentals of Engineering Review	Humberto Gallegos	\$250	\$50/hr.
Marketing with Facebook & Social Media	Bob Cohen	\$44	50/50
Biddle Physical Fitness Exam–Fire Tech	Marta Sneddon	\$150	60/40
Auto-X – Fire Tech	City of Corona	\$85	60/40
How to Sell Your Ideas and Inventions	Nancy Miller	\$39	60/40
Small Business Bookkeeping & Taxes	Phil Famolaro	\$99	60/40
Market Your Small Business	Rounds & Miller Assoc.	\$39	60/40
<b>College For Kids</b>			
Early Reader	Alpine Tutoring	\$89	\$35/hr
Reading Development & Comprehension	Alpine Tutoring	\$89	\$35/hr
Reading Skills & Comprehension	Mary-Alice Perez	\$89	60/40
Writing Academy	Alpine Tutoring	\$89	\$35/hr
SAT Prep	Alpine Tutoring	\$115	\$35/hr
Online Driver's Education	Safety Driver's Ed	\$55	60/40
English Composition	Phyllis Neal	\$59	\$30/hr
Study Skills	Alpine Tutoring	\$39	\$35/hr
Cooking Around the World	Angela Barber	\$79	60/40
Teen & Adult Skin Care	Michelle Jackson	\$55	60/40
<b>Computers</b>			
Computer Basics	Dori Dumon	\$44	\$35/hr
Email, Contacts & Schedule Meetings	Dori Dumon	\$44	\$35/hr
Microsoft Excel	Dori Dumon	\$44	\$35/hr
Microsoft Word	Dori Dumon	\$44	\$35/hr
iPhones, iPads, I'm Lost	Robert Cohen	\$44	50/50
Marketing with Social Media	Robert Cohen	\$44	50/50
Google Docs – Home and Business	Hugh Nguyen	\$44	\$35/hr.
<b>Court Mandated</b>			
Alcohol & Drug Awareness	Lori Thomas	\$50	80/20
14601.1 Suspended License Program	Barry Reed	\$255	50/50
DEJ Deferred Dismissal	Lori Thomas	\$260	50/50
Pre-Sentence/Post Sentence Diversion	Diversion Education Services	\$65	50/50
Pre-Sentence/Post Sentence Life Skills	Diversion Education Services	\$65	50/50
<b>Culinary Arts</b>			
Cooking With Tarla	Tarla Fallgatter	\$29	60/40
Holiday Cooking	Tarla Fallgatter	\$29	60/40
<b>Dance</b>			
Salsa Beginning	Salomon Rivera	\$59	60/40
Swing Dance	Leo Zendjas	\$59	60/40
Ballroom Dance	Leo Zendjas	\$59	60/40
Country Two Step	Diana Krivosheya	\$59	60/40
Caribbean & Latin Dance	Miguel Figueroa, Jr.	\$59	60/40
Advance Salsa	Miguel Figueroa, Jr.	\$59	60/40
<b>Health, Fitness &amp; Beauty</b>			
Yoga	Quynh Nguyen	\$59	60/40
Basic First Aid	Sabrina Bradley	\$25	60/40

## COMMUNITY SERVICES – FALL 2016 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Adult, Child, Infant, CPR	Sabrina Bradley	\$25	60/40
Introduction to Essential Oils	Nikki Schaper	\$39	60/40
Meditation	Quynh Nguyen	\$10	60/40
Open Court Badminton	Chi Tran	\$49	60/40
Taming Your Anger	Anthony Rabiola	\$85	60/40
<b>Language</b>			
Spanish For Work	Alpine Tutoring	\$69	\$35/hr
French for Travelers	Alpine Tutoring	\$69	\$35/hr
<b>Medical Billing</b>			
Medical Insurance Billing Certificate	KGP, Inc.	\$150	60/40
Medical Front Office Certificate	KGP, Inc.	\$35	60/40
Medical Billing Service	KGP, Inc.	\$25	60/40
<b>Money Matters</b>			
Maximize Your Social Security	Jalon O'Connell	\$44/\$66	60/40
Master Your Money	Jalon O'Connell	\$44/\$66	60/40
Investment Bootcamp	Jalon O'Connell	\$44/\$66	60/40
Rescore Your Credit	Gene Konstant	\$39/\$59	60/40
Retirement Strategies	Ronald Gable	\$44/\$69	60/40
Estate Planning	Mike Alimo	\$29/\$54	60/40
Surviving Bankruptcy	Frances Greenspan	\$39	60/40
<b>Music</b>			
Flamenco Guitar	Omar Avalos	\$60	\$25/hr.
Santa Ana Camerata	Omar Avalos	\$100	\$25/hr.
<b>Online Workshops</b>			
Internet & Basic Computer Literacy	Education To Go	\$89	\$52
Web Page Design, Graphics & Multimedia	Education To Go	\$89	\$52
Computer Troubleshooting & Networking	Education To Go	\$89	\$52
Computer Programming	Education To Go	\$89	\$52
Digital Photography & Digital Video	Education To Go	\$89	\$52
Languages (various)	Education To Go	\$89	\$52
Writing Courses	Education To Go	\$89	\$52
Entertainment Industry	Education To Go	\$89	\$52
Business Planning & Sales	Education To Go	\$89	\$52
Business Marketing & Accounting	Education To Go	\$89	\$52
Finance, Wealth & Career Building	Education To Go	\$89	\$52
Family, Parenting & Child Care	Education To Go	\$89	\$52
Personal Enrichment	Education To Go	\$89	\$52
<b>Online Career Training Programs</b>			
Business & Professional	Gatlin Education	\$1795	\$300
Healthcare & Fitness	Gatlin Education	\$1795	\$300
Hospitality & Gaming	Gatlin Education	\$1795	\$300
IT & Software Development	Gatlin Education	\$1795	\$300
Management & Corporate	Gatlin Education	\$1795	\$300
Media & Design	Gatlin Education	\$1795	\$300
Skilled Trades & Industrial	Gatlin Education	\$1795	\$300
Sustainable Energy & Going Green	Gatlin Education	\$1795	\$300
<b>Pet Care</b>			
Dog Obedience	Dog Services Unlimited	\$92	50/50
Dog Manners "Crash Course"	Dog Services Unlimited	\$80	50/50

## COMMUNITY SERVICES – FALL 2016 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
<b>Real Estate</b>			
Buying Your First Home	Sandy Flores	\$25	60/40
Refinancing Your Home	Sandy Flores	\$25	60/40
Understanding Reverse Mortgages	Dean Higuchi	\$25	60/40
Flipping Houses	Phil Famolaro	\$99	60/40
<b>Travel</b>			
All Aboard For Avocados	Good Times Travel	\$89	70/30
Cereal Baron's Estate Tour	Good Times Travel	\$79	70/30
Christmas Around the World/Regan Library	Good Times Travel	\$109	70/30
Rose Parade	Good Times Travel	\$189	70/30
Huell Howser's California Gold	Good Times Travel	\$250/deposit	70/30

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****Santiago Canyon College  
Community Services Program**

To: Board of Trustees	Date: July 18, 2016
Re: Approval of Santiago Canyon College Community Services Program, Fall 2016	
Action: Request for Approval	

**BACKGROUND**

The Fall 2016 Community Services Program reflects a comprehensive effort to meet the needs of the community by maintaining quality in community education programming through the development of new courses and promoting on-going revenue generating courses.

**ANALYSIS**

Santiago Canyon College (SCC) maintains a comprehensive educational Community Services Program that supports RSCCD's vision of "providing comprehensive educational opportunities" and responds to the diverse needs of the community. Community Services continues to expand its educational program by offering more than 120 cost effective classes in the SCC service area.

**RECOMMENDATION**

It is recommended that the Board of Trustees review and approve the attached proposed Community Services Program for Fall 2016.

Fiscal Impact: \$25,000 revenue	Board Date: July 18, 2016
Prepared by: Jose Vargas, Vice President of Continuing Education	
Submitted by: John C. Hernandez, Ph.D., Interim President	
Recommended by: Raúl Rodriguez, Ph.D., Chancellor	

**SANTIAGO CANYON COLLEGE**  
**Community Services Program – Fall 2016**

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate SCC/Presenter</u>
<b><i>Active Adults</i></b>			
Online Courses	Education To Go	Varied	Varied
Retired – Now What?	Elaine Moran	\$29	60/40
Total Fitness	Jeff Nolasco	\$45	\$35/hour
Chair Yoga	Mariana Fischer-Militaru	\$89	\$35/hour
Meditation for Everyday	Mariana Fischer-Militaru	\$30	\$35/hour
Yoga for Every Body	Mariana Fischer-Militaru	\$45	\$35/hour
Senior Safety	Mike Rounds	\$39	60/40
<b><i>Animal Care</i></b>			
Basic Dog Manners “Crash Course”	Dog Services Unlimited	\$88	50/50
Frisbee Dogs! Catch the FUN!	Dog Services Unlimited	\$34	50/50
Online Courses	Education To Go	Varied	Varied
How to Help Your Dog Help Others	Kim Pagones	\$78	60/40
S.T.A.R. Puppy	Kim Pagones	\$78	60/40
<b><i>Around the Home &amp; Garden</i></b>			
Online Courses	Education To Go	Varied	Varied
Basic Electrical Repairs	Rick Longobart	\$59	50/50
Basic Home Repairs	Rick Longobart	\$89	50/50
Basic Plumbing Repairs	Rick Longobart	\$59	50/50
Basic Tiling Techniques	Rick Longobart	\$89	50/50
<b><i>Arts &amp; Crafts</i></b>			
Drawing	Alice Burger	TBD	TBD
Mixed Media Painting	Alice Burger	TBD	TBD
Holiday Scrapbooking	Alice Burger	TBD	TBD
Sculpture	Alice Burger	TBD	TBD
Silk Painting	Alice Burger	TBD	TBD
Still Life Painting & Drawing	Alice Burger	TBD	TBD
Watercolor Painting	Alice Burger	TBD	TBD
Creating Vision Boards	Bonnie Henderson	\$25	60/40
Printmaking for Fun	Deborah Goldman	\$120	60/40
Online Courses	Education To Go	Varied	Varied
Cake Decorating Beginning & Intermediate	Elizabeth Perreault	\$50	60/40
Holiday Art Workshop	Jennifer Lee	TBD	60/40
Whimsical Still Life Workshop	Jennifer Lee	TBD	60/40
Painting & Drawing with Pastels	Kamillia Hardy	\$120	60/40
Basic Holiday Designs	Mina Wholesale Flowers	\$65	50/50
Advanced Holiday Designs	Mina Wholesale Flowers	\$65	50/50
<b><i>Business &amp; Careers</i></b>			
Workforce Transition/Readiness Workshop	Barry Gold	\$169	50/50
Online Courses	Education To Go	Varied	Varied
How to Become a Mystery Shopper	Elaine Moran	\$45	60/40
How to Sell on EBay	Frances Greenspan	\$59	60/40

**SANTIAGO CANYON COLLEGE**  
**Community Services Program – Fall 2016**

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate SCC/Presenter</u>
<b><i>Business &amp; Careers Continued</i></b>			
Backflow Prevention Devices	Marty Friebert	\$375	\$55/hour
Advanced Computer Aided Drafting	Jeff Covey	\$290	TBD
Accounting for the Non-Accountants	Joseph Kibbe	\$120	\$40/hour
Intro/Advanced QuickBooks	Joseph Kibbe	\$99	\$40/hour
Medical Front Office Certificate Program	Kris G. Patterson	\$150	TBD
Medical Insurance Billing Certificate Program	Kris G. Patterson	\$25	TBD
Start Your Own Billing Service	Kris G. Patterson	\$25	TBD
Beginner's Guide to Getting Published	LeeAnne Krusemark	\$39	60/40
Introduction to Screenwriting for TV and Movies	LeeAnne Krusemark	\$19	60/40
Make Money with a Typing/WP Business	LeeAnne Krusemark	\$19	60/40
Meet the Publisher	LeeAnne Krusemark	\$19	60/40
Self-Publishing vs. Traditional Publishing	LeeAnne Krusemark	\$39	60/40
Successful Home-Based Business	LeeAnne Krusemark	\$39	60/40
Creating a Team That You Want	Mike Brady	\$55	50/50
Dealing with the Difficult Employee	Mike Brady	\$55	50/50
Expert Delegation and How to Train Your Team	Mike Brady	\$55	50/50
Improving Efficiency	Mike Brady	\$55	50/50
Making Better Decisions	Mike Brady	\$55	50/50
Management and Supervisory Series	Mike Brady	\$220	50/50
Problem Solving Principles	Mike Brady	\$55	50/50
Become a Notary Public	Notary Public Seminars	\$85	60/40
Certified Loan Signing Agent	Notary Public Seminars	\$89	60/40
Renew Your Notary Commission	Notary Public Seminars	\$50	60/40
Wholesale Auto Dealer	Ronald Williams	\$89	60/40
BLS/CPR for Healthcare Professionals	Tanya Narm	\$40	60/40
Nurse Assistant Training Program	Teddine Smith	\$1,500	\$40/hour
Introduction to Voiceovers	Voices for All	\$29	60/40
<b><i>College For Kids</i></b>			
Early Reader	Alpine Tutoring	\$89	\$38/hour
Study Skills for Struggling Students	Alpine Tutoring	\$39	\$38/hour
Art Workshops (Ages 5-12)	Art Innovators	\$48	\$45/hour
Coding I (Grades 7-12)	codeCampus Academy	\$135	\$80/Person
Coding for Kids, Jr. –Pixar Edition (Grades 2-3)	codeCampus Academy	\$135	\$80/Person
Coding for Kids, Nintendo Edition (Grades 4-6)	codeCampus Academy	\$135	\$80/Person
DIY Devices (Grades 4-6)	codeCampus Academy	\$135	\$80/Person
Mobile App Development for Kids (Grades 4-6)	codeCampus Academy	\$135	\$80/Person
Web Development I (Grades 7-12)	codeCampus Academy	\$135	\$80/Person
Web Development II (Grades 7-12)	codeCampus Academy	\$135	\$80/Person
Writing a College Application Essay (10-12)	Jayne Munoz	\$59	\$40/hour
Writing Workshop-Grammar & Composition	Jayne Munoz	TBD	\$40/hour
Kids Mixed Media Studio (Ages 7-12)	Jennifer Lee	\$120	60/40
Teen Mixed Media Studio (Ages 13-16)	Jennifer Lee	\$120	60/40
Composition & Writing Skills (Grades 4-6)	Phyllis Neal	\$59	\$35/hour
Research & Writing Skills (Grades 4-6)	Phyllis Neal	\$59	\$35/hour

**SANTIAGO CANYON COLLEGE**  
**Community Services Program – Fall 2016**

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate SCC/Presenter</u>
<b><i>College For Kids Continued</i></b>			
Math Development (Grades 3-6)	Readwrite Education Solutions	\$89	\$35/hour
Reading Development (Grades 3-6)	Readwrite Education Solutions	\$89	\$35/hour
Speed Reading & Vocabulary Building (6-10)	Readwrite Education Solutions	\$69	\$35/hour
Study Skills & Test Taking Techniques (6-10)	Readwrite Education Solutions	\$59	\$35/hour
Seriously Awesome Sitters	Sabrina Bradley	\$39	60/40
Identify Career Possibilities (Grades 6-8)	Sue Montelone	\$39	60/40
Identify Career Possibilities (Grades -9-12)	Sue Montelone	\$39	60/40
<b><i>Computers</i></b>			
Computer Basic	Dori Dumon	\$44	\$35/hour
Introduction to Microsoft Windows	Dori Dumon	\$44	\$35/hour
Managing Your Computer Files	Dori Dumon	\$44	\$35/hour
Managing Your Email/Calendar w/MS Office	Dori Dumon	\$44	\$35/hour
Microsoft Word - Part I/ Pat II	Dori Dumon	\$44	\$35/hour
Photoshop Fundamentals	Dori Dumon	\$89	\$35/hour
Online Courses	Education To Go	Varied	Varied
MS Excel – Part I/ Part II	Joseph Kibbe	\$89	\$40/hour
How to Create a Website in 24 Hours for Free!	Mike Rounds	\$39	60/40
Beginner's Guide to Online Dating	Robert Cohen	\$39	50/50
Blogging for Fun and Profit	Robert Cohen	\$39	50/50
iCloud for iPhones & iPads	Robert Cohen	\$39	50/50
iPhones, iPads...and I'm Lost!	Robert Cohen	\$39	50/50
Marketing w/Facebook & Social Media	Robert Cohen	\$39	50/50
Programming for Non-Programmers	Robert Cohen	\$39	50/50
<b><i>Dance</i></b>			
Ballroom Dance	Diana Krivosheya	\$59	60/40
Online Courses	Education To Go	Varied	Varied
Belly Dance	Jo Ellen Larsen	\$79	60/40
Latin Dance Bootcamp	Salomon Rivera	\$59	60/40
Sizzling Salsa	Salomon Rivera	\$49	60/40
Beginner Line Dance	Val Weaver Dance	\$60	50/50
Intermediate Line Dance	Val Weaver Dance	\$60	50/50
Swing Dance	Val Weaver Dance	\$72	50/50
<b><i>Gemology</i></b>			
Color Me Purple	John Eyre	\$35	60/40
Deceivers and Destroyers in the Gem World	John Eyre	\$35	60/40
Gemstone Buyers Beware	John Eyre	\$35	60/40
Everything You Wanted to Know About Gems	Lothar Vallot	\$35	60/40
Jewelry Appraising Explained	Lothar Vallot	\$35	60/40
Jewelry Bench Explained	Lothar Vallot	\$35	60/40
<b><i>Health, Beauty &amp; Fitness</i></b>			
Yoga for Relaxation/Renewal	Alexandra Boggio	\$89	60/40

**SANTIAGO CANYON COLLEGE**  
**Community Services Program – Fall 2016**

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate SCC/Presenter</u>
<b><i>Health, Beauty &amp; Fitness Continued</i></b>			
Online Courses	Education To Go	Varied	Varied
Buddy Personal Training Package	Jonathan Tam	\$500	\$40/hour
Fat Blast Circuit Training	Jonathan Tam	\$149	\$40/hour
Personal Training Package	Jonathan Tam	\$400	\$30/hour
Personal Training Session	Jonathan Tam	\$45	\$35/hour
Total Body Strength Training	Jonathan Tam	\$149	\$40/hour
Tai Chi Chuan	Karen Mack	\$59	60/40
Chair Yoga	Mariana Fischer-Militaru	\$89	60/40
Hatha Yoga	Mariana Fischer-Militaru	\$89	60/40
Back to Basics Makeup and Skin Care	Michelle Jackson	\$59	60/40
Beauty Trends: Make up Workshop	Michelle Jackson	\$65	60/40
Adult Water Aerobics	Premier Swim	\$99	50/50
Family Yoga	TBD	\$89	TBD
<b><i>Language</i></b>			
Conversational Spanish	Alpine Tutoring	\$69	\$38/hour
Spanish at Work	Alpine Tutoring	\$69	\$38/hour
Italian for Travelers Part I & Part II	Alpine Tutoring	\$69	\$38/hour
Online Courses	Education To Go	Varied	Varied
Fast Fun French	Katherine Watson	\$59	60/40
ESL – Learning the Basics	TBD	TBD	TBD
English Language Program (ELP)	TBD	\$862-\$3,450	TBD
<b><i>Money Matters</i></b>			
ABC's of Medicare & Social Security	Chuck Rowan	\$15	60/40
Re-Energize your Retirement	Chuck Rowan	\$39	60/40
Online Courses	Education To Go	Varied	Varied
Estate Planning for Everyone	Jalon O'Connell	\$29	No Charge
Investment Bootcamp	Jalon O'Connell	\$29	No Charge
Master Your Investments	Jalon O'Connell	\$49	No Charge
Mutual Funds and Annuities Explained	Jalon O'Connell	\$45	No Charge
Understanding Stocks and Bonds	Jalon O'Connell	\$45	No Charge
College Funding & Planning A-Z	Michael Alimo	TBD	No Charge
Retirement Planning – Your Way the Right Way	Pinnacle Financial	\$39/\$59	60/40
Savvy Social Security Planning	Pinnacle Financial	\$29	60/40
<b><i>Music</i></b>			
Online Courses	Education To Go	Varied	Varied
Beginning Ukulele	Ron Gorman	\$99	50/50
Beginning Guitar	Ron Gorman	\$99	50/50
SCC Community Chorale	Lee Lee Truong-Sawicki	\$60	\$25/hour
<b><i>Personal Enrichment</i></b>			
Creating Balance	Bonnie Henderson	\$20	60/40
Cultivating Happiness	Bonnie Henderson	\$85	60/40

**SANTIAGO CANYON COLLEGE**  
**Community Services Program – Fall 2016**

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate SCC/Presenter</u>
<b><i>Personal Enrichment Continued</i></b>			
Journaling for Success	Bonnie Henderson	\$20	60/40
Meaningful Goals for Powerful Results	Bonnie Henderson	\$20	60/40
Powerful Goal Setting	Bonnie Henderson	\$85	60/40
Stress Management	Bonnie Henderson	\$20	60/40
Time Management	Bonnie Henderson	\$20	60/40
Online Courses	Education To Go	Varied	Varied
Identify Your Perfect Career	Sue Montelone	\$39	60/40
<b><i>Real Estate</i></b>			
Real Estate License Prep	Alana Gates	\$15	60/40
Residential Home Inspection	All American Training	\$2,495	\$350/Person
Online Courses	Education To Go	Varied	Varied
How to Sell Residential Real Estate	TBD	\$49	50/50
<b><i>Special Interest</i></b>			
Online Courses	Education To Go	Varied	Varied
Live Stage Reading	Foroud Beigi	\$69	60/40
Showtime: Training for Live Theatre	Foroud Beigi	\$99	60/40
Basic Digital Cameras	Julie Diebolt Price	\$69	50/50
The Creative Photographer	Julie Diebolt Price	\$79	50/50
Holiday Photography: Know How	Julie Diebolt Price	\$39	50/50
Introduction to Digital Photography	Julie Diebolt Price	\$159	50/50
Introduction to Lightroom/Photoshop	Julie Diebolt Price	\$99	50/50
Night Photography Series	Julie Diebolt Price	\$69	50/50
The Novice Photographer	Julie Diebolt Price	\$99	50/50
Personal Projects in Photography	Julie Diebolt Price	\$129	50/50
Photography Study Hall	Julie Diebolt Price	\$39	50/50
Stock Photography Basics	Julie Diebolt Price	\$29	50/50
Save Money with Extreme Couponing	LeeAnne Krusemark	\$19	60/40
Basic First Aid	Sabrina Bradley	\$25	60/40
CPR	Sabrina Bradley	\$25	60/40
<b><i>Test Preparation</i></b>			
Math Tutoring	Alicia Frost	\$20	50/50
Online Courses	Education To Go	Varied	Varied
NEW SAT Preparation	Jayne Munoz/Alpine Tutor	\$99	\$40/Hour
Online Driver's Education	Safety Drivers Ed	\$45	50/50
<b><i>Travel</i></b>			
Cereal Baron's Estate Tour & Horse Show	Good Times Travel	\$79	TBD
Rose Parade	Good Times Travel	\$189	TBD
Regan Library: Christmas around the World	Good Times Travel	\$79	TBD
Multi-Day Tours TBA	Good Times Travel	TBD	TBD

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Santiago Canyon College-Business &amp; Career Technical Education

To: Board of Trustees	Date: July 18, 2016
Re: Approval of WIOA ITA and CALWORK VTR Training Provider Services Contract # WIOA/CW ITA-VTR 15-19-041	
Action: Request for Approval	

**BACKGROUND**

Since 2000, Santiago Canyon College has been a partner with the Orange County Workforce Investment Board (OCWIB) partnering on grants, providing match and participating on the Employment Provider Training List (EPTL). The purpose of this contract is to prepare eligible participants for entry or re-entry into the labor force by providing training for in-demand career and technical education programs. The Individual Training Account (ITA) provides the mechanism that allows the OCWIB to refer eligible participants to the college for education and training listed on the ETPL.

**ANALYSIS**

The Rancho Santiago Community College District-Santiago Canyon College would receive upon completion of the training program up to \$15,000 per student after deduction of Pell or other Educational Assistance received per the terms and conditions of the contract agreement. Compensation for the services provided to Santiago Canyon College will be at a rate that is less than or equal to the contracted rate stated in the agreement.

**RECOMMENDATION**

It is recommended that the Board approve the Orange County Workforce Investment Board's contract # WIOA/CW ITA-VTR 15-19-041 as presented for July 1, 2016 - June 30, 2019.

Board Date: July 18, 2016
Fiscal Impact: The positive fiscal impact to the college is contingent upon students qualifying for services per the eligibility requirements of the OCWIB and the number of eligible participants requiring training. The college would earn up to \$15,000 per student upon completion of a program.
Prepared by: Von Lawson, Dean, Business & Career Technical Education Kari Irwin, Associate Dean, Business & Career Technical Education
Submitted by: John C. Hernandez, Ph.D., Interim President
Recommended by: Raúl Rodríguez, Ph.D., Chancellor

**CONTRACT # WIOA/CW ITA-VTR 15-19-041**

**BETWEEN**

**COUNTY OF ORANGE**

**AND**

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

**FOR**

**WIOA ITA and CALWORKS VTR TRAINING PROVIDER SERVICES**

**CFDA:**

**17.258 WIA/WIOA Adult Programs  
17.278 WIA/WIOA Dislocated Worker Programs  
17.261 WIA/WIOA Pilots, Demonstrations and Research  
17.277 WIA/WIOA National Emergency Grants  
93.558 Temporary Assistance for Needy Families**

**Funding Agency:**

**Department of Labor  
Department of Labor  
Department of Labor  
Department of Labor  
Health & Human Services**



SCC-16-014

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- Attachment A – General Program Requirements
- Attachment B – Approved Training Programs
- Attachment C – Performance Standards
- Attachment D – Pell Grants
- Exhibit 1 – Child Support Enforcement Provision
- Exhibit 2 – Drug Free Workplace Certificate
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- Exhibit 4 – Certificate Regarding Lobbying
- Exhibit 5 – Disclosure Form to Report Lobbying
- Exhibit 6 – EDD Independent Contractor Reporting Requirements
- Exhibit 7 – OC Community Resources Contract Reimbursement Policy
- Exhibit 8 – Authorized Signature Form

This Agreement # 15-19-041, hereinafter referred to as "CONTRACT" is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as "COUNTY," and Rancho Santiago Community College District - Santiago Canyon College with a place of business at 8045 E. Chapman Avenue, Orange, CA 92869, hereinafter referred to as "CONTRACTOR," with COUNTY and CONTRACTOR sometimes referred to as "PARTY", or collectively as "PARTIES."

### **RECITALS**

**WHEREAS**, Congress enacted the "Workforce Investment Act of 1998," subsequently reauthorized on July 22, 2014 as the Workforce Innovation and Opportunity Act (WIOA), hereinafter referred to as "the Act," to provide workforce investment activities, through statewide and local workforce investment systems, that increase employment, retention and earnings of participants, and increase occupational skill attainment by participants, empower individuals through information and access to training resources through Individual Training Accounts and, as a result, improve the quality of the workforce and enhance the productivity and competitiveness of the Nation; Workforce Investment Act citations, rules, and regulations cited herein shall continue to be implemented until such time Workforce Innovation and Opportunity Act issued guidance and/or regulations supersede such citations, rules, and regulations; and

**WHEREAS**, COUNTY, acting as the Administrator of the Act funds, is empowered to make a portion of the funds available pursuant to the Act (hereinafter referred to as "grant funds") to CONTRACTOR, for the purpose of implementing the provisions of the Act; and

**WHEREAS**, the County of Orange Social Services Agency ("SSA"), which administers California Work Opportunity and Responsibility to Kids ("CalWORKs"), in accordance with the State of California Welfare and Institutions Code (WIC) and OC Community Resources/OC Community Services – Community Investment Division, which is the administrative entity of the Orange County Workforce Investment Board, herein after referred to as "OCWIB" entered into a Memorandum of Understanding (MOU) for the Provision of Vocational Training Activities under CalWORKs Welfare-to-Work funds for allowable costs incurred to prepare qualified participants for employment in specific trades, occupations or vocations; and

**WHEREAS**, CONTRACTOR, in order to receive grant funds, is agreeable to the terms and conditions hereinafter set forth;

**NOW, THEREFORE**, the PARTIES mutually agree as follows:

## ARTICLES

### Additional Terms and Conditions:

1. **Coordination/Administration of Contract:** COUNTY's OC Community Resources Director or designee (hereinafter referred to as "DIRECTOR"), and OC Community Services/Community Investment Division WIOA ITA Training Providers Services project coordinator (hereinafter referred to as "PROJECT MANAGER") shall assume responsibilities through coordinating the grant under the Act, its Regulations, and the WIOA ITA Training Providers services provided by the COUNTY and shall administer this CONTRACT as is necessary or reasonable to comply with COUNTY policies.
2. **Purpose:** The purpose of the program funded by this CONTRACT is to prepare eligible participants for entry or re-entry into the labor force by providing training for demand occupations in Orange County. CONTRACTOR shall ensure compliance with this purpose.
3. **Term of Contract:** This effective term of this CONTRACT shall commence on July 1, 2016 and terminate on June 30, 2019, subject to the provisions of this CONTRACT; however, CONTRACTOR shall perform such duties extending beyond this term, including but not limited to obligations with respect to indemnification, audits, monitoring, reporting and accounting. Any subsequent renewals shall be at the discretion of the OCWIB and Orange County Board of Supervisors, unless the COUNTY earlier terminates this CONTRACT pursuant to the provisions contained herein.
4. **Contingency of Funds:** CONTRACTOR acknowledges that the obligations of COUNTY under this CONTRACT are contingent upon the availability of Federal and/or State funds as applicable and inclusion of sufficient funds for the services hereunder remains in effect or operation. The decision of PROJECT MANAGER shall be binding on CONTRACTOR. PROJECT MANAGER shall provide CONTRACTOR with written notification of such determination. CONTRACTOR shall immediately comply with DIRECTOR's or PROJECT MANAGER's decision.
5. **Program Income:** COUNTY's maximum obligation herein shall be reduced by the amount of any program income earned by CONTRACTOR, from sources other than COUNTY, as a result of this CONTRACT or the services provided by CONTRACTOR pursuant to this CONTRACT. It shall be the responsibility of CONTRACTOR to inform the COUNTY in writing of any income earned as a result of this CONTRACT.

It is mutually understood that the State or Federal agency responsible for providing the funding for this CONTRACT may designate certain revenue of CONTRACTOR as Program Income. To be designated as Program Income and therefore, as other than a cost off-set. CONTRACTOR shall do all of the following:

- A. Submit a plan to the PROJECT MANAGER for use of any all proposed Program Income; and
- B. Set-up and maintain a separate bank account for any proposed Program Income and account for any and all such income received:
- C. Report to PROJECT MANAGER any and all Program Income received no later than thirty (30) days from the date of receipt; record the amount received on Internal financial records; and indicate the amount received on the monthly claim submitted to PROJECT MANAGER.

PROJECT MANAGER shall then forward the plan for the requested use of the proposed Program Income to the appropriate State and/or Federal agencies for approval.

CONTRACTOR shall not spend any of the proposed Program Income unless or until such time as PROJECT MANAGER obtains authorization for the use of the Program Income from the responsible State and/or Federal agency and provides CONTRACTOR with prior written approval for the use of the funds.

PROJECT MANAGER may, in its sole discretion, issue future policy statements and/or instructions with respect to Program Income. CONTRACTOR shall immediately comply with such policy statements and/or instructions.

6. **Fiscal Appropriations:** This CONTRACT is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this contract. If such appropriations are not approved, the contract will be terminated this CONTRACT, reduce COUNTY's maximum obligation, or modify the CONTRACT, without penalty to the COUNTY.

7. **Fiscal Accountability:**

- A. Financial Management System: CONTRACTOR shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. CONTRACTOR's system shall provide fiscal control and accounting procedures that will include the following:

- i. Information pertaining to tuition rates, payments, and educational assistance payments;
- ii. Source documentation to support accounting records; and
- iii. Proper charging of costs and cost allocation.

- B. CONTRACTOR's Record: CONTRACTOR's records shall be sufficient to:

- i. Permit preparation of required reports;
- ii. Permit tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
- iii. Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for funding limitation.

- C. Costs Charged: Cost shall be charged to this CONTRACT only in accordance with the following:

- i. the Act; and
- ii. 20 C.F.R. Part 667; and
- iii. State implementing legislation
- iv. CalWORKS Welfare-to-Work Funds in Accordance with State of California Welfare and Institutions Code
- v. Requirements of Other Funding Sources

8. **Non-Supplantation of Funds:** Funds provided under this CONTRACT shall only be used for activities which are in addition to those which would otherwise be available in the absence of such funds. CONTRACTOR shall not render services under this CONTRACT to any participant whose cost of training is otherwise paid for by any other person or entity. CONTRACTOR agrees that it shall not use fund received pursuant to this CONTRACT, either directly or indirectly, as a contribution or compensation for the

purposes of obtaining Federal, State, or COUNTY, funds under any Federal, State, or County, program without prior written approval from COUNTY.

9. **Amendments:** The CONTRACTOR shall make no changes to this CONTRACT without the COUNTY's written consent. In the event that there are new or unforeseen requirements, the COUNTY with the CONTRACTOR's concurrence has the discretion to request official changes at any time without changing the intent of this CONTRACT.

If COUNTY-initiated changes or changes in laws or government regulations affect price, the CONTRACTOR's ability to deliver services, or the project schedule, the CONTRACTOR shall give the COUNTY written notice no later than seven (7) calendar days from the date the law or regulation went into effect or the date the change was proposed by the COUNTY and the CONTRACTOR was notified of the change. Such changes shall be agreed to in writing and incorporated into a CONTRACT Amendment; said Amendment shall be issued by the COUNTY PROJECT MANAGER, shall require the mutual consent of all PARTIES, and may be prohibit the CONTRACTOR from proceeding with the work as set forth in this CONTRACT.

10. **Nondiscrimination and Compliance Provisions:**

- A. CONTRACTOR shall comply fully with the nondiscrimination and equal opportunity provisions; the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972, as amended; the Equal Opportunity provisions in Executive Order 11246, as amended by Executive Order 11375 and supplemented by the requirements of 41 C.F.R. Part 60; and with all applicable requirements imposed by or pursuant to regulations or Executive Order implementing those laws, including, but not limited to, 29 C.F.R. parts 33 and 37. The United States, the State of California and COUNTY have the right to seek judicial enforcement of this requirement.
- B. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (California Government Code, Section 12900 et seq.) and the regulations promulgated there under (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this CONTRACT by reference and made a part hereof as if set forth in full.
- C. In the performance of this CONTRACT, CONTRACTOR and its subcontractors shall not deny the CONTRACT's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief. CONTRACTOR shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.

- D. CONTRACTOR will include the non-discrimination and compliance provisions of this Paragraph 10 of the CONTRACT in all subcontracts to perform work under this CONTRACT.
- E. CONTRACTOR will give written notice of its obligations under this Paragraph 10 of the CONTRACT to labor organizations with which CONTRACTOR has a collective bargaining or other CONTRACT.
- F. CONTRACTOR shall furnish any and all information requested by DIRECTOR and shall permit DIRECTOR access, during business hours, to books, records and accounts in order to ascertain CONTRACTOR's compliance with the above non-discrimination requirements.

**11. Payments:**

- A. Tuition Rates. Compensation for the services provided by CONTRACTOR hereunder shall be at a rate that is less than or equal to CONTRACTOR'S published tuition rate in accordance with the State of California Eligible Training Provider List, and shall be disbursed in accordance with the tuition rates set forth in Attachment B, Approved Training Programs. COUNTY shall pay to CONTRACTOR the tuition rate only upon receipt of written verification satisfactory to PROJECT MANAGER that the participant has completed the training program in which he/she was enrolled hereunder. Payments to CONTRACTOR hereunder shall be made in accordance with WIOA directives and OCWIB policies.
- B. Educational Assistance. Notwithstanding the foregoing, CONTRACTOR shall timely either (1) deduct from invoices submitted to COUNTY the amounts of such Pell or other Educational Assistance received. At DIRECTOR'S sole option, COUNTY may negotiate the use of Pell or other Educational Assistance awards to meet the social service need(s) of participant(s), or (2) refund to COUNTY an amount equivalent to any Pell Grant or other Educational Assistance payments received by CONTRACTOR for or on account of any participants enrolled hereunder whose full or partial costs of training are covered by this CONTRACT.
- C. Documentation. CONTRACTOR shall be required to submit the following documentation to PROJECT MANAGER in order to be eligible to receive payment hereunder:
  - i. Upon enrollment of a participant hereunder, a voucher with an original copy of the referring training voucher for said participant and a copy of the CONTRACTOR'S Enrollment Agreement Form for the participant signed by both the participant and an authorized representative of CONTRACTOR;
  - ii. To be eligible to receive payment of the rate specified herein, verification satisfactory to the PROJECT MANAGER that the participant completed the training program.
  - iii. To be eligible to receive payment for training not completed by an enrolled participant, verification of the total number of hours of training actually completed by the participant, as evidenced by time sheets, attendance records signed by the participant, or such other documentation as may be deemed satisfactory proof by DIRECTOR and proof of CONTRACTOR'S tuition refund policy in effect at the time this CONTRACT is executed;

In addition to the foregoing, the County's PROJECT MANAGER shall verify receipt of the participant's WIOA Application/Registration Form and WIOA Enrollment Form prior to making any payment to CONTRACTOR hereunder.

- D. Total Expenditure. Amount of expenditure by COUNTY under this CONTRACT shall not exceed the sum of \$15,000 for tuition, books, supplies and registration fees per participant training in the occupations described in Attachment B, and as stipulated in OCWIB training policies and subsequent updates thereof,
  - E. Withholding Payment. COUNTY reserves the right to withhold or refuse payment for late submission of forms including, but not limited to evidence of insurance as described in Paragraph P hereof and invoices required from CONTRACTOR and/or any referring entity. COUNTY reserves the right to withhold or refuse payment for any portion of services or consideration not rendered by CONTRACTOR and/or received by participant as required hereby.
  - F. Compensation Payments. COUNTY also reserves the right to make compensation payments to CONTRACTOR at any time during the period of this CONTRACT. The payment structure may include:
    - i. Full payment after start date of the training program upon written verification of attendance, or
    - ii. 50% payment after start date of the training program upon written verification of attendance. The remaining 50% will be paid upon written verification that participant has successfully completed the training program.
    - iii. In the event the participant does not complete said training, CONTRACTOR will be paid by COUNTY in an amount not exceeding the lesser of (1) the amount that any other student of CONTRACTOR would be required to pay for uncompleted training in accordance with CONTRACTOR'S tuition refund policy in effect at the time this CONTRACT is made, or (2) the percentage of the full cost to COUNTY of completed training that is equivalent to the percentage of the training program actually completed by the participant. Payments to CONTRACTOR hereunder shall be made in accordance with WIOA directives and OCWIB policies.
  - G. Placement Services. Failure of CONTRACTOR to provide to any participant the placement services following completion of training that are described herein shall be a material breach of this CONTRACT, for which COUNTY may seek all remedies against CONTRACTOR specified in Paragraph 16 hereof, notwithstanding COUNTY'S earlier payment to CONTRACTOR of the full amount specified herein for such participant.
  - H. Total Cost. The amount specified in Paragraph 11 Subsection D hereof shall include all costs associated with training and placement services to be provided by CONTRACTOR pursuant to this CONTRACT. CONTRACTOR shall make no additional claims for costs, charges or fees. Unless otherwise specified herein, CONTRACTOR shall not receive additional payment or any form of additional compensation from COUNTY, OCWIB, individual participants or any other PARTIES for costs associated with any participant's training or placement.
- 12. Performance Standards:** CONTRACTOR must meet the training performance standards that include 75% Completion Rate, Entered Employment Rate (EER) of 75% and Training-related Employment Rate (TRER) of 75%. Training-related Average Hourly

Wage (TRAHW) of \$15.25 and Certification rate (Section 161 of the Act), as stipulated in OCWIB training policies and any subsequent updates thereof. COUNTY reserves the right to suspend referrals to CONTRACTOR at any time the performance standards are not met in line with OCWIB policies.

13. **Satisfactory Work:** Services rendered hereunder are to be performed to the written satisfaction of DIRECTOR. COUNTY'S staff will interpret all reports and determine the quality, acceptability and progress of the services rendered.

14. **Modification of Program Components and Service Levels**

- A. PROJECT MANAGER may at any time, by written order to CONTRACTOR, make changes within the general scope of this CONTRACT, in the definition of services and tasks to be performed, the manner in which services are performed, the time and place of performance thereof and additional related provisions. Such change orders may be made when necessitated by changes in the Orange County One-Stop System operations or performance, the operations or performance of CONTRACTOR, or changes in applicable statutes, regulations or State of California or Federal mandates or directives. CONTRACTOR may submit a program or budget modification request in response to change orders which significantly alter CONTRACTOR's Approved Training Programs.

CONTRACTOR and PROJECT MANAGER shall make a good faith effort to reach an agreement with respect to change orders, which affect the price of services under the CONTRACT. CONTRACTOR's protest or failure to agree to the amount of any adjustment to be made as a result of a change order shall be a dispute for which an appeal may be made pursuant to this CONTRACT.

Notwithstanding the foregoing, the price of services under this CONTRACT shall not be increased except by written modification of this CONTRACT indicating the new services and price of this CONTRACT if applicable. Until the PARTIES reach agreement, CONTRACTOR shall not be obligated to assume increased performance under the change order beyond the limitation of funds established within this CONTRACT.

- B. CONTRACTOR may request changes in the scope of performance or services under this CONTRACT, by submitting a written request to PROJECT MANAGER describing the request and its impact on CONTRACTOR's Proposal, Approved Training Programs. CONTRACT MANAGER will review the request and respond in writing within ten (10) business days. Requests shall be reviewed in light of all CID program activities. PROJECT MANAGER's decision whether to approve the request or request Board of Supervisors' approval shall be final. PROJECT MANAGER may approve a request that meets all of the following criteria:

- i. It does not materially change other terms of this CONTRACT, and
- ii. It is supported by adequate consideration to COUNTY.

Board of Supervisors' action is necessary to approve a request from CONTRACTOR that does not satisfy all of the criteria listed above.

15. **Access and Records:**

- A. Access. COUNTY, the State of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to CONTRACTOR's activities, books, documents and papers (including computer records and emails) and to records of CONTRACTOR's SUBCONTRACTORS, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this

CONTRACT. CONTRACTOR shall insert this condition in each CONTRACT between CONTRACTOR and a SUBCONTRACTOR that is pursuant to this CONTRACT shall require the SUBCONTRACTOR to agree to this condition. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of CONTRACTOR are kept. CONTRACTOR shall make available its books, documents, papers, financial records, etc., within three (3) days after receipt of written demand by PROJECT MANAGER which shall be deemed received upon date of sending. In the event CONTRACTOR does not make the above referenced documents available within the COUNTY of Orange, California, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, in conducting any audit at the location where said records and books of account are maintained.

- B. Records Retention. All accounting records and evidence pertaining to all costs of CONTRACTOR and all documents related to this CONTRACT shall be kept available at CONTRACTOR's office or place of business for the duration of this CONTRACT and thereafter, as specified in 29 CFR 97.42 or 29 CFR 95.53, whichever is more restrictive. Records which relate to: (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this CONTRACT; or (2) costs and expenses of this CONTRACT to which COUNTY or any other governmental agency takes exception, shall be retained until final resolution or disposition of such appeals, litigation, claims, or exceptions.
  - C. Liability. CONTRACTOR shall pay to COUNTY the full amount of COUNTY's liability to the State or Federal government or any agency thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to CONTRACTOR's failure to perform under this CONTRACT.
16. **Breach of Contract:** The failure of the CONTRACTOR to comply with any of the provisions, covenants or conditions of this CONTRACT shall be a material breach of this CONTRACT. In such event the COUNTY may, and in addition to any other remedies available at law, in equity, or otherwise specified in this CONTRACT:
- A. Terminate the CONTRACT immediately, pursuant to Paragraph K herein;
  - B. Afford the CONTRACTOR written notice of the breach and ten calendar days or such shorter time that may be specified in this CONTRACT within which to cure the breach;
  - C. Discontinue payment to the CONTRACTOR for and during the period in which the CONTRACTOR is in breach; and
  - D. Offset against any monies billed by the CONTRACTOR but yet unpaid by the COUNTY those monies disallowed pursuant to the above.
17. **CONTRACTOR – Change in Ownership:** The CONTRACTOR agrees that if there is a change in ownership prior to completion of this contract, the new owner will be required, under terms of sale, to assume this contract and complete it to the satisfaction of the COUNTY.
18. **Conditions Affecting Work:** The CONTRACTOR shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be

performed under this CONTRACT; and to know the general conditions which can affect the work or the cost thereof. Any failure by the CONTRACTOR to do so will not relieve CONTRACTOR from responsibility for successfully performing the work without additional cost to the COUNTY. The COUNTY assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this CONTRACT, unless such understanding or representations by the COUNTY are expressly stated in the CONTRACT.

19. **Conflict of Interest – CONTRACTOR’s Personnel:** The CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the COUNTY. This obligation shall apply to the CONTRACTOR; the CONTRACTOR’s employees, agents, and relatives; sub-tier CONTRACTORS; and third PARTIES associated with accomplishing work and services hereunder. The CONTRACTOR’s efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the COUNTY.
20. **Conflict of Interest – COUNTY Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The CONTRACTOR shall not, during the period of this contract, employ any COUNTY employee for any purpose.
21. **Consulting Contract – Follow-On Work:** No person or firm or subsidiary thereof who has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a contract for the provision of services, the delivery of goods or supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract. Therefore, any consultant that contracts with a COUNTY agency/department to develop a feasibility study or to provide formal recommendations is precluded from contracting for any work recommended in the study or included in the recommendations.
22. **Contingent Fees:** The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this CONTRACT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the CONTRACTOR or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.  
  
For breach or violation of this warranty, the COUNTY shall have the right to terminate this contract in accordance with the termination clause and at its sole discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the CONTRACTOR.
23. **CONTRACTOR Bankruptcy/Insolvency:** If the CONTRACTOR should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the CONTRACTOR’s insolvency, the COUNTY may terminate this CONTRACT.
24. **CONTRACTOR Personnel:** The CONTRACTOR warrants that all persons employed to provide service under this CONTRACT have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this CONTRACT.

25. **CONTRACTOR's Project Manager and Key Personnel:** The CONTRACTOR'S PROJECT MANAGER shall be assigned to this CONTRACT for the duration of this CONTRACT and shall pursue all work and services to meet the CONTRACT timelines. Key personnel are those individual who report directly to the CONTRACTOR'S PROJECT MANAGER.
26. **COUNTY Of Orange Child Support Enforcement:** In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of notification of selection of award of CONTRACT but prior to official award of CONTRACT, the selected CONTRACTOR agrees to furnish to the PROJECT MANAGER, the Purchasing Agent, or the agency/department deputy purchasing agent:
- A. In the case of an individual CONTRACTOR, his/her name, date of birth, Social Security number, and residence address;
  - B. In the case of a CONTRACTOR doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
  - C. A certification that the CONTRACTOR has fully complied with all applicable federal and state reporting requirements regarding its employees; and
  - D. A certification that the CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the CONTRACTOR to timely submit the data and/or certifications required may result in the CONTRACT being awarded to another CONTRACTOR. In the event a CONTRACT has been issued, failure of the CONTRACTOR to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the CONTRACT. Failure to cure such breach within sixty (60) calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

27. **Data – Title To:** All materials, documents, data or information obtained from the COUNTY data files or any COUNTY medium furnished to the CONTRACTOR in the performance of this contract will at all times remain the property of the COUNTY. Such data or information may not be used or copied for direct or indirect use by the CONTRACTOR after completion or termination of this contract without the express written consent of the COUNTY. All materials, documents, data or information, including copies, must be returned to the COUNTY at the end of this contract.
28. **Intellectual Property:**
- A. **Federal Funding.** In any CONTRACT funded in whole or in part by the federal government, COUNTY may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the CONTRACT, except as provided in 37 Code of Federal Regulations part 401.14. CONTRACTOR agrees to grant the COUNTY, federal and state governments a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.
  - B. **Ownership.**
    - i. Except where COUNTY has agreed in a signed writing to accept a license, COUNTY shall be and remain, without additional compensation,

the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this CONTRACT.

- ii. For the purposes of this CONTRACT, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by COUNTY, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
  - a. For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research
- iii. In the performance of this CONTRACT, CONTRACTOR may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this CONTRACT. In addition, under this CONTRACT, CONTRACTOR may access and utilize certain of COUNTY'S Intellectual Property in existence prior to the effective date of this CONTRACT. Except as otherwise set forth herein, CONTRACTOR shall not use any of COUNTY'S Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of COUNTY. Except as otherwise set forth herein, neither the CONTRACTOR nor COUNTY shall give any ownership interest in or rights to its Intellectual Property to the other PARTY. If, during the term of this CONTRACT, CONTRACTOR accesses any third-party Intellectual Property that is licensed to COUNTY, CONTRACTOR agrees to abide by all license and confidentiality restrictions applicable to COUNTY in the third-party's license Contract.

- iv. CONTRACTOR agrees to cooperate with COUNTY in establishing or maintaining COUNTY'S exclusive rights in the Intellectual Property, and in assuring COUNTY'S sole rights against third parties with respect to the intellectual Property. If the CONTRACTOR enters into any contracts or subcontracts with other parties in order to perform this CONTRACT, CONTRACTOR shall require the terms of the contract(s) to include all Intellectual Property provisions of paragraphs twenty-eight (28)(A) through twenty-eight (28)(I). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to COUNTY all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, CONTRACTOR or COUNTY and which result directly or indirectly from this CONTRACT or any subcontract.
  - v. Pursuant to paragraph twenty-eight (28)(B)(iv) of the Intellectual Property Provisions of this CONTRACT, the requirement for the CONTRACTOR to include all Intellectual Property Provisions of paragraphs twenty-eight (28)(A) through twenty-eight (28)(I) of the Intellectual Property Provisions in all contracts and subcontracts it enters into with other parties does not apply to contracts or subcontracts that are for customized and on-the-job training as authorized under the Act.
  - vi. CONTRACTOR further agrees to assist and cooperate with COUNTY in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce COUNTY'S Intellectual Property rights and interests.
- C. Retained Rights/License Rights
- i. Except for Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this CONTRACT, CONTRACTOR shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this CONTRACT. CONTRACTOR hereby grants to COUNTY, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of CONTRACTOR's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this CONTRACT, unless CONTRACTOR assigns all rights, title and interest in the Intellectual Property as set forth herein.
  - ii. Nothing in this provision shall restrict, limit, or otherwise prevent CONTRACTOR from using any ideas, concepts, know-how, methodology or techniques related to its performance under this CONTRACT, provided that CONTRACTOR's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of COUNTY or third party, or result in a breach or default of any provisions of paragraphs twenty-eight (28)(A) through twenty-eight (28)(I) or result in a breach of any provisions of law relating to confidentiality.

**D. Copyright.**

- i. CONTRACTOR agrees that for purposes of copyright law, all works (as defined in Ownership, paragraph twenty-eight (28)(B)(ii) (a) of authorship made by or on behalf of CONTRACTOR in connection with CONTRACTOR's performance of this CONTRACT shall be deemed "works made for hire." CONTRACTOR further agrees that the work of each person utilized by CONTRACTOR in connection with the performance of this CONTRACT will be a "work made for hire," whether that person is an employee of CONTRACTOR or that person has entered into a contract with CONTRACTOR to perform the work. CONTRACTOR shall enter into a written contract with any such person that (i) all work performed for CONTRACTOR shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to COUNTY to any work product made, conceived, derived from or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this CONTRACT.
- ii. All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this CONTRACT that include Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this CONTRACT may not be reproduced or disseminated without prior written permission from COUNTY.

**E. Patent Rights.**

With respect to inventions made by CONTRACTOR in the performance of this CONTRACT, which did not result from research and development specifically included in the CONTRACT's Scope of Services, CONTRACTOR hereby grants to COUNTY a license as described under paragraph twenty-eight (28)(C) for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the CONTRACT's Scope of Services, then CONTRACTOR agrees to assign to COUNTY, without additional compensation, all its right, title and interest in and to such inventions and to assist COUNTY in securing United States and foreign patents with respect thereto.

- F. Third-Party Intellectual Property.** Except as provided herein, CONTRACTOR agrees that its performance of this CONTRACT shall not be dependent upon or include any Intellectual Property of CONTRACTOR or third party without first: (i) obtaining COUNTY'S prior written approval; and (ii) granting to or obtaining for COUNTY'S, without additional compensation, a license, as described in paragraph twenty-eight (28)(C), for any of CONTRACTOR's or third-party's Intellectual Property in existence prior to the effective date of this CONTRACT. If such a license upon these terms is unattainable, and COUNTY determines that the Intellectual Property should be included in or is required for CONTRACTOR's performance of this CONTRACT, CONTRACTOR shall obtain a license under terms acceptable to COUNTY.

**G. Warranties.**

- i. CONTRACTOR represents and warrants that:

- a. CONTRACTOR has secured and will secure all rights and licenses necessary for its performance of this CONTRACT.
  - b. Neither CONTRACTOR's performance of this CONTRACT, nor the exercise by either PARTY of the rights granted in this CONTRACT, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this CONTRACT will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by CONTRACTOR.
  - c. Neither CONTRACTOR's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
  - d. CONTRACTOR has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites locations, property or props that may be used or shown.
  - e. CONTRACTOR has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to COUNTY in this CONTRACT.
  - f. CONTRACTOR has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this CONTRACT for the acquisition, operation or maintenance of computer software in violation of copyright laws.
  - g. CONTRACTOR has no knowledge of any outstanding claims, licenses or other charges, liens or encumbrances of any kind or nature whatsoever that could affect in any way CONTRACTOR's performance of this CONTRACT.
- ii. COUNTY MAKES NO WARRANTY, THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS CONTRACT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

**H. Intellectual Property Indemnity**

- i. CONTRACTOR shall indemnify, defend and hold harmless COUNTY and its licensees and assignees, and its officers, DIRECTOR, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim

action, or proceeding, commenced or threatened) to which any of the indemnitees may be subject, whether or not CONTRACTOR is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or contracts of CONTRACTOR pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of COUNTY'S use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this CONTRACT. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this CONTRACT. COUNTY reserves the right to participate in and/or control, at CONTRACTOR's expense, any such infringement action brought against COUNTY.

ii. Should any Intellectual Property licensed by the CONTRACTOR to COUNTY under this CONTRACT become the subject of an Intellectual Property infringement claim CONTRACTOR will exercise its authority reasonably and in good faith to preserve COUNTY'S right to use the licensed Intellectual Property in accordance with this CONTRACT at no expense to COUNTY. COUNTY shall have the right to monitor and appear through its own counsel (at CONTRACTOR's expense) in any such claim or action. In the defense or settlement of the claim, CONTRACTOR may obtain the right for COUNTY to continue using the licensed intellectual Property or, replace or modify the licensed Intellectual Property, so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, COUNTY may be entitled to a refund of all monies paid under this CONTRACT, without restriction or limitation of any other rights and remedies available at law or in equity.

iii. CONTRACTOR agrees that damages alone would be inadequate to compensate COUNTY for breach of any term of these Intellectual Property provisions of paragraphs twenty-eight (28)(A) through twenty-eight (28)(I) by CONTRACTOR. CONTRACTOR acknowledges COUNTY would suffer irreparable harm in the event of such breach and agrees COUNTY shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

I. Survival.

The provisions set forth herein shall survive any termination or expiration of this CONTRACT or any CONTRACT schedule.

**29. Disputes – Contract:**

A. The PARTIES shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this CONTRACT is not disposed of in a reasonable period of time by the

CONTRACTOR's PROJECT MANAGER and the COUNTY's PROJECT MANAGER, such matter shall be brought to the attention of the COUNTY CONTRACT MANAGER by way of the following process:

- i. The CONTRACTOR shall submit to the agency/department assigned CONTRACT MANAGER a written demand for a final decision regarding the disposition of any dispute between the PARTIES arising under, related to, or involving this CONTRACT, unless the COUNTY, on its own initiative, has already rendered such a final decision.
  - ii. The CONTRACTOR's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the CONTRACT, the CONTRACTOR shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the CONTRACTOR believes the COUNTY is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this CONTRACT, the CONTRACTOR agrees to diligently proceed with the provision of services under this CONTRACT. The CONTRACTOR's failure to diligently proceed shall be considered a material breach of this CONTRACT.

Any final decision of the COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by the County's PROJECT MANAGER. If the COUNTY fails to render a decision within ninety (90) days after receipt of the CONTRACTOR's demand, it shall be deemed a final decision adverse to the CONTRACTOR's contentions. Nothing in this Paragraph shall be construed as affecting the COUNTY's right to terminate the CONTRACT for Cause or Terminate for Convenience as stated in Paragraph K herein.

**30. Complaint Handling Procedures:** CONTRACTOR shall comply with the "Complaint Handling Procedures", a copy of which is available from the PROJECT MANAGER. CONTRACTOR shall advise participants of their right to file complaints and of the procedures for resolution of any complaints. CONTRACTOR shall follow COUNTY's procedures for handling complaints which is available from the PROJECT MANAGER for alleging a violation of regulations, grants or other agreements. Any decision of the COUNTY, the State or the Federal government relating to the complaint shall be binding on CONTRACTOR.

**31. EDD Independent CONTRACTOR Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the COUNTY pays \$600 or more or with whom the COUNTY enters into a contract for \$600 or more within a single calendar year attached hereto as Exhibit "6" and incorporated herein by this reference. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent CONTRACTORS. An independent CONTRACTOR is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at [www.edd.ca.gov/txicr.htm](http://www.edd.ca.gov/txicr.htm).

32. **Gratuities:** The CONTRACTOR warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the CONTRACTOR or any agent or representative of the CONTRACTOR to any officer or employee of the COUNTY with a view toward securing the CONTRACT or securing favorable treatment with respect to any determinations concerning the performance of the CONTRACT. For breach or violation of this warranty, the COUNTY shall have the right to terminate the CONTRACT, either in whole or in part, and any loss or damage sustained by the COUNTY in procuring on the open market any services which the CONTRACTOR agreed to supply shall be borne and paid for by the CONTRACTOR. The rights and remedies of the COUNTY provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the CONTRACT.
33. **Sectarian Activities:** CONTRACTOR certifies that this CONTRACT does not aid or advance any religious sect, church or creed for a purpose that is sectarian in nature, nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination.
34. **Drug Free Workplace:** CONTRACTOR shall execute and abide by the Drug Free Workplace Certification attached hereto as Exhibit 2 and incorporated herein by this reference.
35. **Debarment:** CONTRACTOR shall execute and abide by the Debarment & Suspension Certification, attached hereto as Exhibit 3 and incorporated herein by this reference, and by so doing declares that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal/State assistance programs in accordance with 29 C.F.R. Part 98.
36. **Lobbying:**
  - a. CONTRACTOR shall execute and abide by the terms of the "Certification Regarding Lobbying," which is attached hereto as Exhibit 4 and incorporated herein by this reference. CONTRACTOR shall complete and immediately forward to the PROJECT MANAGER the "Disclosure Form to Report Lobbying," a copy of which is attached hereto as Exhibit 5 and incorporated herein by this reference, if CONTRACTOR, or any person, firm or corporation acting on CONTRACTOR's behalf, engaged or engages in lobbying any federal office, employee, elected official or agency with respect to this CONTRACT or funds to be received by CONTRACTOR pursuant to this CONTRACT.
  - b. CONTRACTOR agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.
  - c. CONTRACTOR shall be in compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 and 29 CFR Part 93).
37. **Fraud:** CONTRACTOR shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this CONTRACT.

**38. Standards of Conduct:**

- A. **General Assurance.** Every reasonable course of action will be taken by CONTRACTOR in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct.

This CONTRACT will be administered in an impartial manner, free from efforts to attain personal, financial or political gain. CONTRACTOR, its officers and employees, in administering this CONTRACT, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

- B. **Employment of Former State or COUNTY Employees.** CONTRACTOR will ensure that any of its employees who were formerly employed by the State of California or COUNTY, in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by this CONTRACT, will not be assigned to any part or phase of the activities conducted pursuant to this CONTRACT for a period of not less than two years following the termination of such employment.
- C. **Conducting Business Involving Relatives.** No relative by blood, adoption or marriage of any executive or employee of CONTRACTOR will receive favorable treatment when considered for enrollment in programs provided by, or employment with CONTRACTOR.
- D. **Conducting Business Involving Close Personal Friends and Associates.** Executives and employees of CONTRACTOR will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this CONTRACT, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for CONTRACTOR to conduct business with a friend or associate of an executive or employee of CONTRACTOR or an elected official in the area or a staff person or consultant who is a member or officer of the Board of Directors or other official governing body of CONTRACTOR, a permanent record of the transaction will be retained.
- E. **Avoidance of Conflict of Economic Interest.** No executive or employee of CONTRACTOR, elected official in the area, or any staff person or consultant who is a member or officer of the Board of Directors or other official governing body of CONTRACTOR will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by CONTRACTOR or COUNTY.

- 39. News/Information Release:** The CONTRACTOR agrees that it will not issue any news releases in connection with either the award of this contract or any subsequent amendment of or effort under this CONTRACT without first obtaining review and written approval of said news releases from the COUNTY through the COUNTY's PROJECT MANAGER.

- 40. Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the PARTIES' PROJECT MANAGERS' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail,

return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the PARTIES hereto may designate by written notice from time to time in the manner aforesaid.

For COUNTY:

Orange County Workforce Investment Board  
COUNTY PROJECT MANAGER  
1300 So. Grand Ave, Bldg. B, 3<sup>rd</sup> Floor  
Santa Ana, CA 92705-4407

For CONTRACTOR:

Santiago Canyon College  
ATTN: Juan Vasquez  
8045 E. Chapman Avenue  
Orange, CA 92869

41. **Literature / Publicity:** Any literature distributed by CONTRACTOR for the purpose of apprising businesses, participants, or the general public of its programs under this CONTRACT shall state that its program, wholly or in part, is funded through COUNTY, State and Federal government funds; are supported by the County of Orange and the Orange County Workforce Investment Board and shall state that the program is an "equal opportunity employer/program" and that "auxiliary aids and services are available upon request to individuals with disabilities."
42. **Ownership of Documents:** The COUNTY has permanent ownership of all directly connected and derivative materials produced under this CONTRACT by the CONTRACTOR. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the COUNTY and may be used by the COUNTY as it may require without additional cost to the COUNTY. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the CONTRACTOR without the express written consent of the COUNTY.
43. **Precedence:** The CONTRACT documents consist of this CONTRACT and its exhibits and attachments. In the event of a conflict between or among the CONTRACT documents, the order of precedence shall be the provisions of the main body of this CONTRACT, i.e., those provisions set forth in the recitals and articles of this CONTRACT, and then the exhibits and attachments.
44. **COUNTY'S PROJECT MANAGER:** The COUNTY shall appoint a PROJECT MANAGER to act as liaison between the COUNTY and the CONTRACTOR during the term of this contract. The COUNTY's PROJECT MANAGER shall coordinate the activities of the COUNTY staff assigned to work with the CONTRACTOR.
45. **Reports/Meetings:** The CONTRACTOR shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this CONTRACT. The COUNTY's PROJECT MANAGER and the CONTRACTOR's PROJECT MANAGER will meet on reasonable notice to discuss the CONTRACTOR's performance and progress under this CONTRACT. If requested, the CONTRACTOR's PROJECT MANAGER and other project personnel shall attend all meetings. The CONTRACTOR shall provide such information that is requested by the COUNTY for the purpose of monitoring progress under this CONTRACT.

CONTRACTOR shall maintain records and submit such records, data and information regarding the performance of CONTRACTOR'S services, activities, cost or other data relating to this CONTRACT, in the form and at such time as PROJECT MANAGER may require. PROJECT MANAGER may modify the provisions of this Paragraph without further Board of Supervisors action upon written notice to CONTRACTOR.

- 46. Termination – Orderly:** After receipt of a termination notice from the County of Orange, the CONTRACTOR shall submit to the COUNTY a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the COUNTY upon written request of the CONTRACTOR. Upon termination COUNTY agrees to pay the CONTRACTOR for all services performed prior to termination which meet the requirements of the CONTRACT, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the CONTRACT. Upon termination or other expiration of this CONTRACT, each PARTY shall promptly return to the other PARTY all papers, materials, and other properties of the other held by each for purposes of execution of the CONTRACT. In addition, each PARTY will assist the other PARTY in orderly termination of this CONTRACT and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each PARTY.

CONTRACTOR may terminate this CONTRACT without penalty after ninety (90) days written notice, unless otherwise specified. Notice shall be deemed served on the date of mailing. Exercise by CONTRACTOR to terminate the CONTRACT shall relieve CONTRACTOR of all further obligations after the ninety (90) day written notice; but does not release CONTRACTOR of any provision of this Agreement which imposes any obligation described herein up to or after termination of this Agreement that shall survive the termination or expiration of this Agreement.

- 47. Errors and Omissions:** All reports, files and other documents prepared and submitted by CONTRACTOR shall be complete and shall be carefully checked by the professional(s) identified by CONTRACTOR as PROJECT MANAGER and key personnel attached hereto, prior to submission to the COUNTY. CONTRACTOR agrees that COUNTY review is discretionary and CONTRACTOR shall not assume that the COUNTY will discover errors and/or omissions. If the COUNTY discovers any errors or omissions prior to approving CONTRACTOR's reports, files and other written documents, the reports, files or documents will be returned to CONTRACTOR for correction. Should the COUNTY or others discover errors or omissions in the reports, files or other written documents submitted by CONTRACTOR after COUNTY approval thereof, COUNTY approval of CONTRACTOR's reports, files or documents shall not be used as a defense by CONTRACTOR in any action between the COUNTY and CONTRACTOR, and the reports, files or documents will be returned to CONTRACTOR for correction.

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### **Program Specific Terms and Conditions**

**48. Approved Training Programs:** This CONTRACT is based upon the information and representations contained in Attachment B, CONTRACTOR'S Approved Training Programs. CONTRACTOR agrees to comply with all provisions, to perform all work, and to provide all services set forth in this CONTRACT. The specific program components to be performed by CONTRACTOR and the service levels to be utilized by COUNTY for program evaluation and monitoring include, but are not limited to, those listed in Attachment B hereto. Training to be provided hereunder shall be restricted to those classes and programs described in Attachment B hereto for which at least one participant is enrolled.

A. **Services:** CONTRACTOR agrees that those specific program components to be performed by CONTRACTOR, and the service levels to be utilized by COUNTY for program evaluation and monitoring, include, but are not limited to, those set forth in Attachments "A", "B", "C" and "D" which are attached hereto and incorporated herein as if fully set forth. CONTRACTOR agrees that it is responsible for and guarantees performance of all of the specific program components and service levels listed in Attachments "A", "B", "C" and "D".

B. **Modification of Program Components and Services Levels:** The PARTIES agree that those program components, and service levels detailed in Attachments "A", "B", "C" and/or "D" may be modified upon mutual written agreement of the CONTRACT MANAGER and CONTRACTOR. Should the State of California modify any program component and/or service level detailed in Attachments "A", "B", "C" and/or "D" then the COUNTY shall have the right to unilaterally modify this CONTRACT to meet such requirements. The PARTIES hereto agree that those program descriptions and costs detailed in Attachment B Approved Training Programs may be modified upon mutual written agreement of the CONTRACT MANAGER and CONTRACTOR so long as the information matches CONTRACTOR information on the Eligible Training Provider List (hereinafter referred to as "ETPL") and the basic goals and objectives of the CONTRACT are not altered.

**49. Adjustments – Approved Training Programs:** No adjustments made to the Approved Training Programs will be authorized without prior written approval of the COUNTY assigned PROJECT MANAGER.

**50. Programs and Instructors:**

A. All programs, courses or classes provided by CONTRACTOR pursuant to this CONTRACT shall be approved by and/or comply with all applicable requirements of the State, Department of Education, and/or any other governmental or private entity that controls entry into or the practice of the trade or profession for which said program or classes are designed to train.

B. All programs, courses or classes shall remain listed on the ETPL in good standing; failure to remain on the ETPL shall result in termination of this contract.

C. CONTRACTOR shall ensure that every instructor involved in the training of participants hereunder shall be qualified to instruct in the program or training component in which he/she acts as an instructor, and that every instructor required to be certified or licensed is appropriately certified or licensed by the State or other licensing or certifying authority.

**51. Participants**

- A. Eligibility. Only participants who have been determined to meet all WIOA federal eligibility requirements and recipients of CalWORKs financial assistance benefits who are required to participate, or have voluntarily enrolled, in the Welfare To Work program pursuant to State regulations and County policies, shall be enrolled by CONTRACTOR in any occupational training. Determinations that participants meet federal, State and County eligibility requirements shall be made by One-Stop Centers funded by COUNTY, and, when applicable, by WIOA Youth Service Providers.
- B. Benefits. Benefits shall be provided to participants in accordance with the standards and requirements set forth in the Act.
- C. Rights and Privileges. All participants enrolled in courses pursuant to the CONTRACT shall be entitled to all the rights and privileges to which other CONTRACTOR students are entitled, including, but not limited to, special instruction, use of facilities on CONTRACTOR'S premises such as the libraries and learning centers, counseling, student body activities, and veterans' benefits. CONTRACTOR'S representatives will provide academic counseling for participants and inform them of CONTRACTOR'S services available to them.
- D. Labor Standards. CONTRACTOR shall adhere to the Labor Standards described in the Act, including Section 181 of the Act, and all other applicable codes and regulations.

**52. Pell Grants/HEA Title IV:** If CONTRACTOR provides any services under this CONTRACT to applicants for or recipients of Pell Grants or awards pursuant to Title IV of the Higher Education Act, CONTRACTOR shall cooperate with COUNTY'S PROJECT MANAGER in coordinating these grants and awards with WIA/WIOA funding in accordance with 20 C.F.R. 680.230 and Section 134 (d) of the Act. CONTRACTOR shall inform COUNTY'S PROJECT MANAGER in writing of the amounts and disposition of any Pell Grants, Higher Education Act Title IV awards and other financial aid granted to each WIOA participant under this CONTRACT.

**53. Policies and Procedures:** CONTRACTOR shall monitor its program for compliance with the provisions of this CONTRACT. CONTRACTOR shall also comply with all applicable parts of COUNTY'S WIOA Policies and Procedures for recruitment, intake, assessment and referral, copies of which are available from COUNTY PROJECT MANAGER. Said Policies and Procedures may be modified by COUNTY PROJECT MANAGER upon ten (10) days written notice to CONTRACTOR.

**54. Sweatfree Code of Conduct:** All CONTRACTORS contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies have been furnished to the CONTRACTOR from sources that include sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The CONTRACTOR further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

The CONTRACTOR agrees to cooperate fully in providing reasonable access to the CONTRACTOR's records, documents, agents or employees, or premises if reasonably required by authorized officials of the State or COUNTY, the Department of Industrial

Relations, or the Department of Justice to determine the CONTRACTOR's compliance with the requirements under paragraph a of the Sweatfree Code of Conduct.

55. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this CONTRACT, are to be released by CONTRACTOR and/or anyone acting under the supervision of CONTRACTOR to any person, partnership, company, corporation, or agency, without prior written approval by the COUNTY, except as necessary for the performance of the services of this CONTRACT. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the COUNTY unless otherwise agreed to by both PARTIES.
56. **Annual Audit:** CONTRACTOR shall arrange for an independent audit to be performed by a Certified Public Accountant, which shall include an audit of the WIA/WIOA funds received from COUNTY, in accordance with the Act, 20 C.F.R. Section 667.200, and 29 CFR Parts 96 and 99. CONTRACTOR shall submit two (2) copies of each required audit report to COUNTY within thirty (30) days after the date received by CONTRACTOR.
57. **Corporate Status:** All corporate CONTRACTORS shall be registered with the California Secretary of State and shall be in good standing, without suspension by the California Secretary of State, Franchise Tax Board, or Internal Revenue Service. Any change in corporate status or suspension shall be reported by CONTRACTOR immediately in writing to COUNTY'S PROJECT MANAGER.
58. **Other Requirements: Program Confidentiality**
  - A. Without prejudice to any other Paragraph of this CONTRACT, CONTRACTOR shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of federal and State law. However, CONTRACTOR shall submit to COUNTY, the State of California and/or the United States government or their representatives, all records requested for administrative purposes, including audits, examinations, monitoring and verification of reports submitted by CONTRACTOR, costs incurred and services rendered hereunder.
  - B. CONTRACTOR shall require all of its employees, agents, subcontractors and volunteer staff who may provide services to CONTRACTOR under this CONTRACT to sign an agreement with CONTRACTOR before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to CONTRACTOR by COUNTY, except as may be required to provide services under this CONTRACT or to those specified in this CONTRACT as having the capacity to audit CONTRACTOR, and as to the latter, only during such audit. CONTRACTOR shall provide reports and any other information required by COUNTY in the administration of this CONTRACT, and as otherwise permitted by law.
  - C. The State of California Information Practices Act of 1977 sets forth certain requirements and safeguards regarding records pertaining to individuals, including the rights of access by the subject individual and by third parties. The disclosure of information from student records is governed by the Federal Family Educational Rights and Privacy Act (FERPA) and in part by the State of

California Education Code and CONTRACTOR Policies Applying to the Disclosure of Information and Student Records. It is the purpose of these policies to provide reasonable interpretations of those laws and to protect the student's right to privacy. The Federal Family Educational Rights and Privacy Act (FERPA) is a U.S. federal law that protects the privacy of student records. Generally, this law states schools must have written permission from the student in order to release any information from a student's education record.

The CONTRACTOR shall be guided by the following principles: (1) the release of any personally identifiable student information to any third parties shall be managed in ways that are in compliance with FERPA and (2) the information in the student's file should be disclosed to the student upon request. Therefore, CONTRACTOR shall procure the written consent from students enrolled through the COUNTY allowing CONTRACTOR to disclose to the participants' employer, County of Orange, State of California, or U.S. Department of Labor student information such as grades, academic disputes and other matters related to a student's status as a student. Such consent shall be obtained materially in the form, titled *Family Educational Rights and Privacy Act (FERPA) Authorization to Release Information to a Designated Third Party*.

- E. CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this CONTRACT.

**59. Compliance with Law - CONTRACT**

In its performance under this CONTRACT, CONTRACTOR shall fully comply with the requirements of the following, whether or not otherwise referred to in this CONTRACT:

- a. The Act and all applicable federal statutes, regulations, policies, procedures and directives, including but not limited to, 20 C.F.R. Parts 652 and 660 through 671.
  - i. All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000.
  - ii. CONTRACTOR shall comply with such mandatory standards and policies relating to energy efficiency as particularized in the State Energy Conservation Plan. (Title 20, California Code of Regulations), as required by the U.S. Energy Policy and Conservation Act (P.L. 94-163) as each may now exist or be hereafter amended.
- b. All applicable State statutes, regulations, policies, procedures and directives;
- c. All applicable COUNTY policies, procedures and directives;
- d. All applicable local ordinances and requirements, including use permits and licensing;
- e. Court orders applicable to CONTRACTOR'S operations; and
- f. The terms and conditions of this CONTRACT, including Exhibits and Attachments.

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**General Terms and Conditions:**

- A. Governing Law and Venue:** This CONTRACT has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this CONTRACT, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange COUNTY, California, and the PARTIES hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the PARTIES specifically agree to waive any and all rights to request that an action be transferred for trial to another COUNTY.
- B. Entire Contract:** This CONTRACT, including Attachments A, B, C and D and Exhibits 1, 2, 3, 4, 5, 6, 7, and 8 which are attached hereto and incorporated herein by this reference, when accepted by the CONTRACTOR either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire CONTRACT between the PARTIES with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing. Electronic acceptance of any additional terms, conditions or supplemental contracts by any COUNTY employee or agent, including but not limited to installers of software, shall not be valid or binding on COUNTY unless accepted in writing by County's PROJECT MANAGER.
- C. Amendments:** No alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the PARTIES; no oral understanding or agreement not incorporated herein shall be binding on either of the PARTIES; and no exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing.
- D. Taxes:** This Paragraph was intentionally left blank
- E. Delivery:** Time of delivery of services is of the essence in this CONTRACT. COUNTY reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do not conform to the prescribed Scope of Services. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by COUNTY.
- F. Acceptance/Payment:** Unless otherwise agreed to in writing by the COUNTY, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received to the satisfaction of COUNTY, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty:** CONTRACTOR expressly warrants that the services covered by this CONTRACT are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon CONTRACTOR's part to indemnify, defend and hold COUNTY and its Indemnitees as identified in Paragraph "HH" below, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by COUNTY by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this CONTRACT, CONTRACTOR shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this CONTRACT. CONTRACTOR warrants that any software as modified through services

provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. CONTRACTOR agrees that, in accordance with the more specific requirement contained in Paragraph "HH" below, it shall indemnify, defend and hold COUNTY and COUNTY Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.

- I. **Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the PARTIES. Furthermore, neither the performance of this CONTRACT nor any portion thereof may be assigned or sub-contracted by CONTRACTOR without the express written consent of COUNTY. Any attempt by CONTRACTOR to assign or sub-contract the performance or any portion thereof of this CONTRACT without the express written consent of COUNTY shall be invalid and shall constitute a breach of this CONTRACT.
- J. **Non-Discrimination:** In the performance of this CONTRACT, CONTRACTOR agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any SUBCONTRACTORS to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. CONTRACTOR acknowledges that a violation of this provision shall subject CONTRACTOR to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, COUNTY has the right to terminate this CONTRACT without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of CONTRACT, any misrepresentation or fraud on the part of the CONTRACTOR. Exercise by COUNTY of its right to terminate the CONTRACT shall relieve COUNTY of all further obligations.
- L. **Consent to Breach Not Waiver:** No term or provision of this CONTRACT shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Remedies Not Exclusive:** The remedies for breach set forth in this CONTRACT are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this CONTRACT does not preclude resort by either party to any other remedies provided by law.
- N. **Independent CONTRACTOR:** CONTRACTOR shall be considered an independent CONTRACTOR and neither CONTRACTOR nor its employees; nor anyone working under CONTRACTOR shall be considered an agent or an employee of COUNTY. Neither CONTRACTOR nor its employees; nor anyone working under CONTRACTOR shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.
- O. **Performance:** CONTRACTOR shall perform all work under this CONTRACT, taking necessary steps and precautions to perform the work to COUNTY's satisfaction. CONTRACTOR shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the CONTRACTOR under this CONTRACT. CONTRACTOR shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor,

supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of COUNTY required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by sub-CONTRACTORS.

**P. Insurance:**

**Insurance Provisions**

Prior to the provision of services under this contract, the CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary to satisfy the COUNTY that the insurance provisions of this CONTRACT have been complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the COUNTY during the entire term of this Contract. In addition, all sub-CONTRACTORS performing work on behalf of CONTRACTOR pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

CONTRACTOR shall ensure that all sub-CONTRACTOR performing work on behalf of CONTRACTOR pursuant to this Contract shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow sub-CONTRACTORS to work if sub-CONTRACTORS have less than the level of coverage required by COUNTY from CONTRACTOR under this Contract. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every sub-CONTRACTOR and to receive proof of insurance prior to allowing any sub-CONTRACTOR to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Contract for inspection by COUNTY representative(s) at any reasonable time.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the COUNTY Executive Office (CEO)/Office of Risk Management upon review of CONTRACTOR'S current audited financial report..

If the CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of this contract, the COUNTY may terminate this contract.

**Qualified Insurer**

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the CONTRACTOR shall provide the minimum limits and coverage as set forth below:

<b>Coverage</b>	<b>Minimum Limits</b>
Commercial General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made; \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

**Required Coverage Forms**

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

**Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the State of California, County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the State of California, County of Orange, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy cancellation and 10 days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the COUNTY may suspend or terminate this Contract.

If CONTRACTOR's Professional Liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain Professional Liability coverage for two (2) years following completion of contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification to OC Community Resources/Contract Development & Management, award may be made to the next qualified vendor.

COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this CONTRACT. Any increase or decrease in insurance will be as deemed by County of Orange Risk MANAGER as appropriate to adequately protect COUNTY.

COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this CONTRACT may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this CONTRACT, nor act in any way to reduce the policy coverage and limits available from the insurer.

- Q. Bills and Liens:** This Paragraph was intentionally left blank.
- R. Changes:** CONTRACTOR shall make no changes in the work or perform any additional work without the COUNTY's specific written approval.
- S. Change of Ownership:** CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's business prior to completion of this CONTRACT, the new owners shall be required under terms of sale or other transfer to assume CONTRACTOR's duties and obligations contained in this CONTRACT and complete them to the satisfaction of COUNTY.
- T. Force Majeure:** CONTRACTOR shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this CONTRACT caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided CONTRACTOR gives written notice of the cause of the delay to COUNTY within thirty-six (36) hours of the start of the delay and CONTRACTOR avails himself of any available remedies.

- U. Confidentiality:** CONTRACTOR agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this CONTRACT. All such records and information shall be considered confidential and kept confidential by CONTRACTOR and CONTRACTOR's staff, agents and employees.
- V. Compliance with Laws:** CONTRACTOR represents and warrants that services to be provided under this CONTRACT shall fully comply, at CONTRACTOR's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by COUNTY in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by COUNTY. CONTRACTOR acknowledges that harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.
- W. Freight:** This Paragraph was intentionally left blank.
- X. Pricing:** The CONTRACT bid price shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Approved Training Programs attached to this CONTRACT, and no additional compensation will be allowed therefore, unless otherwise provided for in this CONTRACT.
- Y. Waiver of Jury Trial:** Each PARTY acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each PARTY, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any PARTY hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this CONTRACT and /or any other claim of injury or damage.
- Z. Terms and Conditions:** CONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this CONTRACT.
- AA. Headings:** The various headings and numbers herein, the grouping of provisions of this CONTRACT into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. Severability:** If any term, covenant, condition, or provision of this CONTRACT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this CONTRACT, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.
- EE. Interpretation:** This CONTRACT has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this CONTRACT. In addition, each PARTY has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each PARTY further acknowledges that they have not been influenced to any extent whatsoever in

executing this CONTRACT by any other PARTY hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this CONTRACT against the PARTY that has drafted it is not applicable and is waived. The provisions of this CONTRACT shall be interpreted in a reasonable manner to affect the purpose of the PARTIES and this CONTRACT.

**FF. Authority:** The PARTIES to this CONTRACT represent and warrant that this CONTRACT has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

**GG. Employee Eligibility Verification:** The CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this CONTRACT meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The CONTRACTOR shall obtain, from all employees, consultants and SUBCONTRACTORS performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employee, consultants and SUBCONTRACTORS for the period prescribed by the law. The CONTRACTOR shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this CONTRACT.

**HH. Mutual Indemnification Provisions:**

- i. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, the State of California, and the Orange County Workforce Investment Board, their elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY'S Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this CONTRACT.
- ii. COUNTY agrees to indemnify, defend and hold harmless CONTRACTOR, its officers, employees and agents harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by COUNTY pursuant to this CONTRACT.
- iii. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither PARTY shall request a jury apportionment.

**II. Audits/Inspections:** CONTRACTOR agrees to permit the COUNTY'S Audit-Controller or the Auditor-Controller's authorized representative (including auditors from a private

auditing firm hired by the COUNTY) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of CONTRACTOR for the purpose of auditing or inspecting any aspect of performance under this CONTRACT. The inspection and/or audit will be confined to those matters connected with the performance of the CONTRACT including, but not limited to, the costs of administering the CONTRACT. The COUNTY will provide reasonable notice of such an audit or inspection.

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IN WITNESS WHEREOF, the PARTIES hereto certify that they have read and understand all the terms and conditions contained herein and have hereby cause this CONTRACT to be executed.

**\*RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT - SANTIAGO CANYON COLLEGE**

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

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

Name: Peter J. Hardash  
Vice Chancellor, Business Operations/

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

Title: Fiscal Services

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\*For Contractors that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.

For Contractors that are not corporations, the person who has authority to bind the contractor to a contract, must sign on one of the lines above.

\*\*\*\*\*

**COUNTY OF ORANGE**  
A Political Subdivision of the State of California

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

Dated: \_\_\_\_\_

Steve Franks  
OC Community Services

**APPROVED AS TO FORM  
COUNTY COUNSEL**

By: 

Date: 08.24.2015 DEPUTY COUNTY COUNSEL

SCC-16-014



## GENERAL PROGRAM REQUIREMENTS

The General Program Requirements have been designed to provide the framework wherein the Contractor will provide training services to participants who are referred by the Orange County Workforce Investment Board One-Stop System and WIOA Youth Providers.

### 1. Governance

Contractor agrees to comply, remain informed, and deliver services consistent with the provisions of the Workforce Innovation and Opportunity Act (WIOA) which superseded the Workforce Investment Act (WIA) beginning July 1, 2015, Orange County Workforce Investment Board Policy, Orange County Workforce Investment Area's Strategic Five-Year Plan, applicable sections of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, negotiated Memoranda of Understanding, federal and state governance documents and/or any other appropriate statutes or requirements, related to the services provided in this Agreement. Where local policy has not been set, Contractor agrees to adhere to state or federal policy, as appropriate.

- A. Workforce Innovation and Opportunity Act (WIOA) of 2014
- B. Department of Labor, Employment and Training Administration, 20 CFR Parts 601,651,652, et al. WIOA; Notice of Proposed Rulemaking; Proposed Rules, Department of Labor, Employment and Training Administration, 20 CFR Part 676,677and 678 WIOA; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions; Notice of Proposed Rulemaking; Proposed Rules.
- C. Additional state and federal agencies that provide funding to the Orange County Workforce Investment Board that may be incorporated herein.
- D. Information Bulletins, Directives and any other federal and/or state guidance documents pertaining to the WIOA.
- B. All actions, directives, and policy and procedures issued by the Orange County Workforce Investment Board (OCWIB) or staff relevant to this contract, specifically Training Policy and Procedure, MIS Policies and Procedures, Monitoring Guide Policy and Procedure, Audit Requirements. Policy and Procedure and Selective Service Policy and Procedure.
- C. State of California Welfare and Institutions Code Section 11200 et seq.
- D. Titles VI and VII of the Civil Rights Act of 1964.
- F. Temporary Aid to Needy Families ("TANF")
- G. California Work Opportunities and Responsibility to Kids (CalWORKs)
- H. Final WIOA Rules are expected to be released January 2016. CONTRACTOR shall comply with all subsequent regulations and directives.

### 2. Approved Training Partner Directory

- A. The WIOA requires states to establish a list of training providers that are eligible to receive the WIOA funds for training services [WIOA Section 122]. Section 134 of the WIOA requires that local boards establish a listing of training services and programs that are directly linked to the demand occupations for that area.
- B. B. The State of California Eligible Training Provider List (ETPL) through CalJOBS, identifies approved training programs. Using the ETPL, the COUNTY has established the Approved Training Partner Directory (ATPD).

- C. Training programs listed on the ATPD are specifically selected as those that provide comprehensive training programs in demand occupations and which lead to a certificate, degree, credential, skill or competency.
- D. Contractor may add new training programs on the ATPD so long as the training programs are listed on the ETPL and meet the demand occupation criteria for Orange County. New training programs will be listed on the following month's ATPD.
- E. Training programs that are de-listed from the ETPL will be de-listed from the ATPD.

**3. Referrals**

- A. Training referrals by the One-Stop System and WIA Youth Providers are based on customer choice.
- B. Participants who are eligible to receive training services under the WIOA as determined by the One-Stop System or WIA Youth Provider shall have an Individual Training Account (ITA) established in their name.
- C. Participants who are eligible to receive training services under the CalWORKs WTW program as determined by the One-Stop System shall have a Voucher Account established in their name.
- D. Contractor shall not permit a participant to begin training until the ITA has been approved and Contractor has received official notification from the County.

**4. Program Costs**

- A. The program costs shall be the same costs listed on the ETPL and ATPD.
- B. Program costs shall not be updated on the ATPD and the Approved Training Programs (Attachment B) until the ETPL has been modified.
- C. Tuition increases shall not be applied to WIOA and CalWORKs participants enrolled in the training program at the time of the increase.
- D. The training provider will not be compensated for participants who attended less than 7 business days of the training program.

**5. Placement Services**

- A. Contractor shall assist students with job placement services.
- B. Job placement services may include, but are not limited to career counseling; résumé writing; job search assistance; information about or hosting job fairs; interviewing techniques; and job postings.

**6. Insurance**

- A. Contractor must submit all insurance documentation within 30 days of the expiration date, in accordance with Paragraph P of this Agreement.
- B. Failure to submit all required insurance documentation may result in the suspension of referrals and tuition payments.

**7. Payments**

- A. To receive payments for participants who completed their training program, Contractor must submit:
  - 1. Invoice signed by approved school official.
  - 2. Transcripts, copy of certificate, or written verification attached from registrar or other school official verifying participant has completed training.
- B. To receive payments for participants who attended 8 or more business days of the training program, but did not complete the program. Contractor must submit:
  - 1. Attendance records which verify the number of training hours completed or written verification attached from registrar or other school official verifying last date of attendance.
  - 2. Invoice signed by approved school official.



## APPROVED TRAINING PROGRAMS

All programs approved for referrals from the Orange County One-Stop Center and Youth Employment Programs must fulfill the following provisions:

1. Training programs will be listed on the Eligible Training Providers List (ETPL) through CalJOBS ([www.caljobs.ca.gov](http://www.caljobs.ca.gov)).
1. Training programs must meet the local demand occupation criteria to be included in the Approved Training Partner Directory (ATPD), meet OCWIB and State ETPL Policies and Procedures.
2. Price increases or decreases must be listed on the ETPL prior to modifying ATPD. Any cost or program changes will not become effective until they occur on ATPD, which is published monthly. It is the responsibility of the CONTRACTOR to notify the County/OCWIB of any changes made to ETPL.
3. Compensation for the services provided by Contractor hereunder shall be at a rate that is less than or equal to Contractor's published tuition rate on the List (ETPL). The County will provide compensation based on the Total Cost published in the ATPD at the time the County approves a participant to attend the training course and shall not exceed \$15,000 per participant after deduction of Pell or other Education Assistance received.
4. Programs, courses or classes will remain listed on the ETPL in good standing; failure to remain on the ETPL shall result in removal from the ATPD.
5. Training must appear on the ATPD to be eligible for compensation.
6. ATPD is the reference for this scope of work and is updated monthly.



## PERFORMANCE STANDARDS

The Workforce Innovation and Opportunity Act (WIOA) allow local boards to implement performance levels for the local training provider list. The following outlines the performance policy for training providers listed on the Orange County Workforce Investment Board (OCWIB) Approved Training Partner Directory (ATPD) as according to OCWIB Training Policies and Procedures, and any updates thereof.

### Annual Training Provider Performance

1. On an annual basis, CONTRACTOR will be evaluated on performance, and must meet a Completion Rate of 75%, an Entered Employment Rate (EER) of 75%, a Training-Related Employment Rate (TRER) of 75%, a Training-Related Average Hourly Wage (TRAHW) of \$15.25, and meet Certification Rate, as determined by local and State policies for WIOA participants for all approved training programs.
2. The Completion Rate is determined by the number of participants who completed and dropped out of the program divided by the number of participants who completed the program.
3. The Entered Employment Rate (EER) is determined by the number of participants who entered and exited the system into employment divided by the number of participants who completed and exited the system during the reporting period determined by the OCWIB.
4. The Training-Related Employment Rate (TRER) is determined by the number of participants who entered and exited into training-related employment divided by the number of participants who completed and exited the system into employment during the reporting period determined by the OCWIB.
5. Training-Related Average Hourly Wage of \$15.25 is the average wage reported through employment confirmation and follow-up for all training-related employment within the reporting period.
6. Certification Rate will be tracked as part of this annual reporting, and will be based on State and local policy benchmarks.
7. If CONTRACTOR's program fails to meet all Training Provider Performance Criteria on an annual basis; program may be suspended from receiving referrals until the measures meets performance levels during an appeal. County will complete an administrative review to determine the cause for not meeting performance and determine if suspension of referrals is required.
8. If CONTRACTOR's program does not meet progress in meeting performance measures in a specified amount of time and process shall be de-listed from the ATPD.



## PELL GRANTS

1. CONTRACTOR'S Financial Aid Officer shall inform COUNTY of the amounts and disposition of all Higher Education Act (HEA) Title IV awards and other types of financial aid to WIOA participants.
2. If Pell or HEA Title IV funds are available to a participant whose training is funded pursuant to this agreement, the additional regulations set forth in the Department of Labor, Employment and Training Administration, 20 CFR Part 680 et al. Workforce Innovation and Opportunity Act rules are applicable and CONTRACTOR shall abide by all said regulations.
3. WIOA Regulations under 20 CFR Part 680.230 requires that WIOA funds supplement for the cost of training when Pell Grant funds or other grant assistance is available for the participant.
4. WIOA participants may enroll in a training program with WIA funds while an application for Pell Grant funds is pending.
5. WIOA Regulations under 20 CFR Part 680.230 requires that the local workforce investment area (the COUNTY) be reimbursed for the amount of the Pell Grant used for training if the participant's Pell Grant application is approved.
6. Any participant awarded a Pell Grants must be a party to an Agreement between the COUNTY and the CONTRACTOR indicating the portion of the grant to be applied to participant shall be valid.

**DISTRICT ATTORNEY  
CHILD SUPPORT ENFORCEMENT CERTIFICATE REQUIREMENTS**

In order to comply with child support enforcement requirements of the County of Orange, the required contractor data and certifications must be submitted within 10 days of award notification.

Failure of the contractor to submit the data/or certifications required shall result in the contractor may be disqualified from being considered for contract award. Subsequent to issuance of the contract, failure to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earning Assignment shall constitute a material breach of the contract. Failure to cure breach within 60 calendar days of notice from the County shall constitute grounds for termination.

- A. In the case of an individual bidder/proposer, his/her name, date of birth, Social Security number, and residence address:

Name: \_\_\_\_\_  
D.O.B.: \_\_\_\_\_ Social Security No. \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
\_\_\_\_\_

- B. In the case of a bidder/proposer doing business other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity (If no individual owns an interest of 10 percent or more, indicate not applicable.):

Name: \_\_\_\_\_  
D.O.B.: \_\_\_\_\_ Social Security No: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
D.O.B.: \_\_\_\_\_ Social Security No: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
D.O.B.: \_\_\_\_\_ Social Security No: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
\_\_\_\_\_

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**DISTRICT ATTORNEY  
CHILD SUPPORT ENFORCEMENT CERTIFICATE REQUIREMENTS**

- C. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

*"I certify that Rancho Santiago Community College District - Santiago Canyon College is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of any contract issued pursuant to this Request for Proposal process with the County of Orange. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract."*

Peter J. Hardash  
\_\_\_\_\_  
Name  
Vice Chancellor, Business Operations/ Fiscal Services  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Authorized Signature

SCC-16-014

**DRUG FREE WORKPLACE CERTIFICATION**

**Company/Organization Name:**

Rancho Santiago Community College District - Santiago Canyon College

The Contractor or grant recipient named above hereby certifies compliance with Government Code 8355 in matters relating to providing a drug-free workplace. The above named Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions to be taken against employees for violations of the prohibitions, as required by Government Code Section 8355(a).
2. Establish a Drug Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace,
  - (b) The person's or organization's policy of maintaining a drug-free workplace,
  - (c) Any available drug counseling, rehabilitation and employee assistance programs, and
  - (d) Penalties that may be imposed upon employees for drug abuse violations
3. Provide as required by Government code Section 8355l that every employee who works on the proposed contract or grant
  - (a) Will receive a copy of the company's drug-free policy statement described in paragraph (1) above, and
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment in the contract or grant.

**CERTIFICATION**

*I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification.*

Peter J. Hardash

Official's Name

Orange

Date Executed

Executed in the County of

Vice Chancellor, Business Operations/ Fiscal Services

Contractor or Grantee Recipient Signature and Title

SCC-16-014

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and suspension, 29 CFR Part 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211)

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)**

- (1) The contractor or grant recipient of Federal assistance funds certifies, by submission of this exhibit document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the contractor or grant recipient of Federal assistance funds is unable to certify to any of the statements in this certification, the contractor or grant recipient shall attach an explanation to this exhibit document.

Peter J. Hardash

---

Name

Vice Chancellor, Business Operations/ Fiscal Services

---

Title

---

Authorized Signature

SCC-16-014

**DEBARMENT AND SUSPENSION CERTIFICATION - Instructions for Certification**

1. By signing and submitting this exhibit document, the contractor or grant recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in the clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the contractor or grant recipient of Federal assistance funds knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The contractor recipient of Federal assistance funds shall provide immediate written notice to the County of Orange/Workforce Investment Board to which this certification document is submitted if at any time the contractor or grant recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The contractor or grant recipient of Federal assistance funds agrees by submitting this certification document that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The contractor or grant recipient of Federal assistance funds further agrees by submitting this certification document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. The contractor or grant recipient in a covered transaction may rely upon a certification of a contractor or grant recipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The contractor or grant recipient may decide the method and frequency by which it determines the eligibility of its principals.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the contractor or grant recipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 5 of these instructions, if the contractor or grant recipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING LOBBYING  
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,  
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all\* subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all\* subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10, 000 and not more than \$100,000 for each such failure.

Rancho Santiago Community College District - Santiago Canyon College  
Grantee/Contractor Organization

Peter J. Hardash  
Name

Vice Chancellor, Business Operations/ Fiscal Services  
Title

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

\*Note: In these instances, "All," in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).

SCC-16-014

## INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF LLL-A Continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying is and has been secured to influence the outcome of a covered action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e. g. the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report, in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include congressional district, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e. g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE 90 09."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the primary entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in kind contribution, specify the nature and value of the in kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted and the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF LLL A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348 0046) Washington D.C., 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose activities pursuant to 31 U.S.C 1352

<p>1. Type of Federal Actions:</p> <ul style="list-style-type: none"> <li>a. contract</li> <li>b. grant</li> <li>c. cooperative agreement</li> <li>d. loan</li> <li>e. loan guarantee</li> <li>f. loan insurance</li> </ul>	<p>2. Status of Federal Actions:</p> <ul style="list-style-type: none"> <li>a. bid/offer/application</li> <li>b. initial award</li> <li>c. post-award</li> </ul>	<p>3. Report Type:</p> <ul style="list-style-type: none"> <li>a. initial filing</li> <li>b. material change</li> </ul> <p>For material change only:                  Year: _____ Quarter: _____                   Date of last report: _____</p>			
<p>4. Name and Address of Reporting Entity                  Prime                  Subawardee</p> <p>Tier _____ if known</p> <p>Congressional District, if known: _____</p>		<p>5. If Reporting Entity in No. 4 is a Subawardee:                  Enter Name and Address of Prime: _____</p> <p>Congressional District, if known: _____</p>			
<p>6. Federal Department / Agency: _____</p>	<p>7. Federal Program Name/Description: _____</p>				
<p>8. Federal Action Number, if known: _____</p>	<p>9. Award Amount, if known:                  \$ _____</p>				
<p>10a. Name and Address of Lobbying Entity                  (if individual, last name, first name, MI): _____</p> <p>(attach Continuation Sheets SF-LLL-A, if necessary)</p>	<p>10b. Individual Performing Services                  (including address if different from No. 10a)                  (last name, first name, MI): _____</p>				
<p>11. Amount of Payment (check all that apply):</p> <table style="width:100%; border: none;"> <tr> <td style="width:5%; text-align: right;">\$</td> <td style="width:45%; text-align: center;">Actual</td> <td style="width:50%; text-align: center;">Planned</td> </tr> </table>	\$	Actual	Planned	<p>13. Type of Payment (check all that apply)</p> <ul style="list-style-type: none"> <li>a. retainer</li> <li>b. one-time free</li> <li>c. commission</li> <li>d. contingent fee</li> <li>e. deferred</li> <li>f. other specify: _____</li> </ul>	
\$	Actual	Planned			
<p>12. Form of Payment (check all that apply):</p> <ul style="list-style-type: none"> <li>a. cash</li> <li>b. in-kind: specify: _____</li> </ul> <p>nature: _____                  value: _____</p>					
<p>14. Enter Description of Services performed or to be Performed and date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated on item 11: _____</p>					
<p>15. Continuation sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>					
<p>16. Information requested through this form authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. An person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		<p>Signature: _____</p> <p>_____</p> <p>Print Name: Peter J. Hardash</p> <p>Title: Vice Chancellor, Business Operations/ Fiscal Services</p> <p>Telephone No: 714-480-7340</p> <p>Date: _____</p>			

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

Approved by OMS - 0348-0046

Reporting Entity: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_

**EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS**

Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the County pays \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a Contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent Contractor is defined as "an individual who is not an employee of the.....government entity for California purposes and who receives compensation or executes a Contract for services performed for that....government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at [www.edd.ca.gov/txicr.htm](http://www.edd.ca.gov/txicr.htm).

To comply with the reporting requirements, County procedures for contracting with independent contractors mandate that the following information be completed and forwarded to the contracting agency/department immediately upon request:

- First name, middle initial and last name
- Social Security Number
- Address
- Start and expiration dates of Contract
- Amount of Contract

**N/A EXEMPT**

First Name & Middle Initial	Last Name
Social Security No.	
Contract Number	\$ Dollar Value of Contract
Start Date	Expiration Date

ORANGE COUNTY



# OC Community Resources

*Our Community. Our Commitment.*

**Subject: OC Community Resources  
Contract Reimbursement Policy**

Effective: July 1, 2010  
Revised: April 3, 2015

**PURPOSE:**

This policy contains updated fiscal documentation requirements for contract reimbursement for OC Community Services. The procedures provide instructions for submitting reimbursement demand letter or invoice.

**EFFECTIVE DATE:**

July 1, 2010

**REVISION DATE:**

April 3, 2015

**REFERENCES:**

Executed Board of Supervisors approved contract

Budget included in contract or presented as an exhibit

OMB Circular A-21 Cost Principles for Educational Institutions

OMB Circular A-87 Cost Principles for State, Local, and Indian Tribal Governments

OMB Circular A-122 Cost Principles for Non-Profit Organizations

48 CFR Part 31 Contract Cost Principles and Procedures

24 CFR Parts 85, 570.502, 570.201, 576.21, 576.51 and 576.61: For Housing & Community Development and Homeless Prevention Contracts only.

**BACKGROUND:**

The executed Board of Supervisors approved contract is the authorization for all aspects of payment, including the maximum amount to be paid, the payee, and the scope of services and work. Payments are made in strict accordance with the contract terms. Allowable costs are identified in referenced OMB Circulars and Code of Federal Regulations (CFR).

**ATTACHMENTS:**

Reimbursement Policy Status Form (RPS-1)

**POLICY:**

Contractor is responsible for the submission of accurate claims. This reimbursement policy is intended to ensure that the Contractor is reimbursed based on the code or codes that correctly describe the services provided. This information is intended to serve only as a general reference resource regarding OC Community Services' reimbursement policy for the services described and is not intended to address every aspect of a reimbursement situation. Accordingly, OC Community Services may use reasonable discretion in interpreting and applying this policy to services provided in a particular case. Other factors affecting reimbursement may supplement, modify or, in some cases, supersede this policy. These factors may include, but are not limited to: legislative mandates and County directives. OC Community Services may modify this reimbursement policy at any time by publishing a new version of the policy. However, the information presented in this policy is accurate and current as of the date of publication.

Cost incurred by contractor must be substantiated and incurred during the contract period. Total of all reimbursements cannot exceed the amount of the contract. Cost must be allowable under applicable OMB Circular or CFR. All supporting documentation for reimbursement must be submitted with demand letter or invoice. If contract requires matching contribution, documentation substantiating contribution match must be submitted with demand letter or invoice.

At any time, based on County's business needs and/or Contractor's performance, the County may designate Contractor to submit abbreviated or comprehensive documentation, as identified in the respective sections. Upon designation, Contractor will be notified, in writing via Reimbursement Policy Status Form, of which requirements are in full force. When Contractor is required to submit comprehensive documentation, in addition to the items identified in the Abbreviated Documentation Requirements Section, Contractor must also provide the documentation identified in the Comprehensive Documentation Requirements Section.

### **PROCEDURES:**

#### **Abbreviated Documentation Requirements**

Compile and submit:

1. Supporting documentation includes, but is not limited to:
  - a. General ledger/expense transaction report
  - b. Payroll register or labor distribution report
  - c. Payroll allocation plan
  - d. Personnel Documentation
  - e. Benefit plan and calculation of benefit
  - f. Employer-employee contract for non-customary benefits (if applicable)
  - g. Pre-approval documentation for equipment purchases equal to or greater than \$5,000
2. The following is required with the first month's invoice only:
  - a. Cost allocation plan for rent, utilities, etc.
  - b. Indirect rate approved by cognizant agency (if applicable)
3. Summary of leveraged resources (if applicable)
4. Demand letters must contain the following certification (if required by Contract):  
***"I certify under the penalty of perjury that this claim is true and correct and that the requested payments have been made. I also certify that this claim agrees with our official payroll and financial records and that these amounts have not been, or will not be claimed from any other funding source"***
5. Grantee Performance Report (if required by Contract)
6. Supporting documentation shall be on single-sided sheets
7. Please redact employees' Social Security Number from payroll reports
8. Demand letter or invoice, along with supporting documentation shall be submitted to:  
 OC Community Resources Accounting  
 1770 N. Broadway, 4<sup>th</sup> Floor  
 Santa Ana, CA 92706

#### **Comprehensive Documentation Requirements**

In addition to abbreviated documentation, compile and submit:

9. Purchase orders, invoices, and receipts
10. Cashed checks
11. Check register
12. Consultant/sub-contractor invoices (with description of services)
13. Travel expense documentation: mileage reimbursement, hotel bill, meal reimbursement

### **ACTION:**

Distribute this policy to all appropriate staff

### **INQUIRIES:**

Inquiries may be directed to the following:

- Susan Long: (714) 480-6532 or [Susan.Long@occr.ocgov.com](mailto:Susan.Long@occr.ocgov.com)
- Eric Takanishi: (714) 480-6531 or [Eric.Takanishi@occr.ocgov.com](mailto:Eric.Takanishi@occr.ocgov.com)

ORANGE COUNTY  

**Community Resources**  
 Our Community. Our Commitment.

**STEVE FRANKS**  
 DIRECTOR  
 OC COMMUNITY RESOURCES

**JENNIFER HAWKINS, DVM**  
 INTERIM DIRECTOR  
 OC ANIMAL CARE

**KAREN ROPER**  
 DIRECTOR  
 OC COMMUNITY SERVICES

**STACY BLACKWOOD**  
 DIRECTOR  
 OC PARKS

**HELEN FRIED**  
 COUNTY LIBRARIAN  
 OC PUBLIC LIBRARIES

**WIOA ITA and CalWORKs VTR Training Provider  
 Authorized Signature Form**

Contractor: Rancho Santiago Community College District - Santiago Canyon College

The documents identified below required authorized signatures for execution, processing and payment. Complete this form, entering the names and signatures of persons authorized to sign the documents. Notification of any changes in authorized signatures is the responsibility of the Contractor. Changes without prior notification by the vendor may cause delay in processing agreements or payments.

	Document	Print/Type Name	Signature
1.	Contracts (2 signatures are required if corporation)	Raúl Rodríguez	
		Peter J. Hardash	
2.	Modifications of Training Programs Listed on the ETPL and/or Exhibit B (Includes adding/deleting programs, and tuition changes)	Von Lawson	
		Kari Irwin	
3.	Invoices/Vouchers Financial Aid Verification Forms	Adam O'Connor	
		Syed Rizvi	
4.	IT/VTR Voucher Form/ Invoices	Adam O'Connor	
		Kari Irwin	
5.	Attendance Records	Tuyen Nguyen	
		Kari Irwin	
6.	Program Completion Verification	Tuyen Nguyen	
		Kari Irwin	

**Note:** Authorized signatures for corporations: Requirement of two signatures as follows: (1) One signature by the Chairman of the Board, the President or any Vice President, and (2) one signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer. Contract authorization must be given by action of the governing board of the organization or legal owners. Please attach copies of minutes/bylaws or statement granting such authorization. For contractors that are not corporations, a person who has the authority to bind the contractor to a contract.



**COMMUNITY INVESTMENT  
 DIVISION**

1300 SOUTH GRAND  
 BLDG. B, THIRD FLOOR  
 SANTA ANA, CA 92705  
 PHONE: 714.480.6500  
 FAX: 714.834.7132



 Community Services

SCC-16-014

Rancho Santiago Comm Coll District

Board Meeting of 07/18/16

AP0020

Bank Code: 92 District Funds

Check Registers Submitted for Approval

Page: 1

Checks Written for Period 06/01/16 Thru 07/05/16

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
64011	General Fund Unrestricted	5,335.58	0.00	5,335.58	92*0469398	92*0469411
64012	General Fund Unrestricted	257,507.82	0.00	257,507.82	92*0469413	92*0469491
64013	General Fund Unrestricted	561.96	0.00	561.96	92*0469521	92*0469539
64015	General Fund Unrestricted	1,079.72	0.00	1,079.72	92*0469567	92*0469577
64016	General Fund Unrestricted	56,852.94	0.00	56,852.94	92*0469592	92*0469637
64017	General Fund Unrestricted	10,187.00	0.00	10,187.00	92*0469638	92*0469707
64018	General Fund Unrestricted	1,987.00	0.00	1,987.00	92*0469708	92*0469771
64020	General Fund Unrestricted	56,133.81	0.00	56,133.81	92*0469798	92*0469809
64021	General Fund Unrestricted	3,182.74	0.00	3,182.74	92*0469822	92*0469822
64022	General Fund Unrestricted	5,289.97	0.00	5,289.97	92*0469841	92*0469881
64026	General Fund Unrestricted	15,213.07	0.00	15,213.07	92*0469889	92*0469923
64030	General Fund Unrestricted	40,691.71	0.00	40,691.71	92*0469946	92*0469961
64031	General Fund Unrestricted	7,451.78	0.00	7,451.78	92*0469962	92*0470008
64032	General Fund Unrestricted	116,917.33	0.00	116,917.33	92*0470009	92*0470020
64035	General Fund Unrestricted	4,584.57	0.00	4,584.57	92*0470057	92*0470066
64036	General Fund Unrestricted	60,933.97	0.00	60,933.97	92*0470071	92*0470121
64037	General Fund Unrestricted	1,143.47	0.00	1,143.47	92*0470130	92*0470130
64040	General Fund Unrestricted	86,857.87	0.00	86,857.87	92*0470145	92*0470163
64041	General Fund Unrestricted	754.09	0.00	754.09	92*0470206	92*0470206
64042	General Fund Unrestricted	2,479.21	0.00	2,479.21	92*0470213	92*0470236
64046	General Fund Unrestricted	2,439.15	0.00	2,439.15	92*0470262	92*0470268
64047	General Fund Unrestricted	8,266.10	0.00	8,266.10	92*0470270	92*0470294
64048	General Fund Unrestricted	341.80	0.00	341.80	92*0470303	92*0470308
64049	General Fund Unrestricted	1,481.70	0.00	1,481.70	92*0470309	92*0470383
64050	General Fund Unrestricted	3,156.01	0.00	3,156.01	92*0470384	92*0470446
64054	General Fund Unrestricted	36,500.98	0.00	36,500.98	92*0470465	92*0470499
64055	General Fund Unrestricted	2,069,586.78	0.00	2,069,586.78	92*0470503	92*0470530
64060	General Fund Unrestricted	51,158.07	0.00	51,158.07	92*0470569	92*0470591
64062	General Fund Unrestricted	2,653.27	0.00	2,653.27	92*0470607	92*0470623
64063	General Fund Unrestricted	1,434.38	0.00	1,434.38	92*0470626	92*0470626
64064	General Fund Unrestricted	180,341.84	51,693.96	128,647.88	92*0470634	92*0470815
64065	General Fund Unrestricted	3,221.01	0.00	3,221.01	92*0470820	92*0470846
64071	General Fund Unrestricted	85,739.55	0.00	85,739.55	92*0470879	92*0470907
64077	General Fund Unrestricted	17,688.70	0.00	17,688.70	92*0470939	92*0470964
64078	General Fund Unrestricted	32,317.84	0.00	32,317.84	92*0470966	92*0471004
64079	General Fund Unrestricted	116,945.63	0.00	116,945.63	92*0471006	92*0471050
64080	General Fund Unrestricted	6,120.00	0.00	6,120.00	92*0471052	92*0471077
64086	General Fund Unrestricted	17,966.19	0.00	17,966.19	92*0471103	92*0471121
64087	General Fund Unrestricted	8,119.36	0.00	8,119.36	92*0471125	92*0471152
64089	General Fund Unrestricted	14,104.00	0.00	14,104.00	92*0471154	92*0471196
64091	General Fund Unrestricted	133,288.05	0.00	133,288.05	92*0471198	92*0471207

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
64092	General Fund Unrestricted	650.00	0.00	650.00	92*0471208	92*0471208
64098	General Fund Unrestricted	14,545.84	0.00	14,545.84	92*0471241	92*0471266
64099	General Fund Unrestricted	86,206.10	0.00	86,206.10	92*0471268	92*0471314
64100	General Fund Unrestricted	1,588.01	0.00	1,588.01	92*0471325	92*0471385
64101	General Fund Unrestricted	98,116.98	0.00	98,116.98	92*0471389	92*0471405
64102	General Fund Unrestricted	13,263.18	0.00	13,263.18	92*0471407	92*0471438
64103	General Fund Unrestricted	1,060.58	0.00	1,060.58	92*0471456	92*0471456
64104	General Fund Unrestricted	22,259.61	0.00	22,259.61	92*0471476	92*0471506
64105	General Fund Unrestricted	37,839.70	0.00	37,839.70	92*0471510	92*0471524
64106	General Fund Unrestricted	15,764.55	0.00	15,764.55	92*0471527	92*0471545
64108	General Fund Unrestricted	12,714.89	0.00	12,714.89	92*0471578	92*0471597
64109	General Fund Unrestricted	14,813.95	0.00	14,813.95	92*0471643	92*0471644
<b>Total Fund 11 General Fund Unrestricted</b>		<b><u><u>\$3,846,839.41</u></u></b>	<b><u><u>\$51,693.96</u></u></b>	<b><u><u>\$3,795,145.45</u></u></b>		

Checks Written for Period 06/01/16 Thru 07/05/16

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
63934	General Fund Restricted	0.00	183.31	-183.31	92*0468281	92*0468281
63947	General Fund Restricted	0.00	555.00	-555.00	92*0468521	92*0468521
63980	General Fund Restricted	0.00	50.00	-50.00	92*0469020	92*0469020
64011	General Fund Restricted	12,454.64	0.00	12,454.64	92*0469399	92*0469410
64012	General Fund Restricted	187,842.00	0.00	187,842.00	92*0469412	92*0469493
64013	General Fund Restricted	54,680.57	0.00	54,680.57	92*0469494	92*0469556
64015	General Fund Restricted	11,703.99	0.00	11,703.99	92*0469562	92*0469579
64016	General Fund Unrestricted	3,579.13	0.00	3,579.13	92*0469580	92*0469621
64020	General Fund Restricted	30,665.88	0.00	30,665.88	92*0469787	92*0469816
64021	General Fund Restricted	34,202.54	0.00	34,202.54	92*0469817	92*0469821
64022	General Fund Restricted	83,241.90	9,964.08	73,277.82	92*0469823	92*0469882
64026	General Fund Restricted	3,126.47	0.00	3,126.47	92*0469911	92*0469918
64027	General Fund Restricted	57,240.99	0.00	57,240.99	92*0469925	92*0469941
64030	General Fund Restricted	71,620.22	0.00	71,620.22	92*0469957	92*0469958
64031	General Fund Unrestricted	14,698.96	0.00	14,698.96	92*0469963	92*0470004
64032	General Fund Restricted	90.30	0.00	90.30	92*0470021	92*0470021
64035	General Fund Restricted	90,939.76	0.00	90,939.76	92*0470035	92*0470070
64036	General Fund Restricted	3,408.93	0.00	3,408.93	92*0470074	92*0470118
64037	General Fund Restricted	6,257.58	0.00	6,257.58	92*0470122	92*0470135
64041	General Fund Restricted	62,692.09	0.00	62,692.09	92*0470164	92*0470212
64042	General Fund Restricted	4,949.34	0.00	4,949.34	92*0470214	92*0470235
64046	General Fund Restricted	24,201.68	0.00	24,201.68	92*0470249	92*0470266
64047	General Fund Restricted	36,392.83	0.00	36,392.83	92*0470269	92*0470302
64054	General Fund Restricted	65,018.12	0.00	65,018.12	92*0470466	92*0470501
64055	General Fund Restricted	35,791.80	0.00	35,791.80	92*0470502	92*0470532
64060	General Fund Restricted	107,369.05	0.00	107,369.05	92*0470574	92*0470590
64061	General Fund Restricted	5,131.81	0.00	5,131.81	92*0470597	92*0470604
64062	General Fund Restricted	71,957.21	0.00	71,957.21	92*0470606	92*0470624
64063	General Fund Restricted	28,649.81	0.00	28,649.81	92*0470625	92*0470633
64064	General Fund Restricted	115,053.67	40,234.01	74,819.66	92*0470636	92*0470816
64065	General Fund Restricted	72,887.86	0.00	72,887.86	92*0470817	92*0470852
64071	General Fund Restricted	79,307.46	0.00	79,307.46	92*0470876	92*0470905
64077	General Fund Restricted	58,152.61	0.00	58,152.61	92*0470936	92*0470963
64078	General Fund Restricted	44,084.31	0.00	44,084.31	92*0470968	92*0471003
64079	General Fund Restricted	36,325.67	0.00	36,325.67	92*0471005	92*0471051
64086	General Fund Restricted	22,663.97	0.00	22,663.97	92*0471104	92*0471124
64087	General Fund Restricted	11,155.16	0.00	11,155.16	92*0471126	92*0471147
64093	General Fund Restricted	373.91	0.00	373.91	92*0471209	92*0471209
64098	General Fund Restricted	4,182.18	0.00	4,182.18	92*0471243	92*0471265
64099	General Fund Restricted	59,385.50	0.00	59,385.50	92*0471269	92*0471321
64100	General Fund Restricted	328,906.86	0.00	328,906.86	92*0471322	92*0471386

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
64101	General Fund Restricted	30,636.83	0.00	30,636.83	92*0471387	92*0471404
64102	General Fund Restricted	25,234.00	0.00	25,234.00	92*0471406	92*0471452
64103	General Fund Restricted	28,071.01	0.00	28,071.01	92*0471454	92*0471475
64104	General Fund Restricted	12,158.84	0.00	12,158.84	92*0471489	92*0471502
64105	General Fund Unrestricted	65,587.71	0.00	65,587.71	92*0471507	92*0471522
64106	General Fund Restricted	4,101.05	0.00	4,101.05	92*0471525	92*0471542
64107	General Fund Restricted	8,556.50	0.00	8,556.50	92*0471546	92*0471576
64108	General Fund Restricted	40,434.81	0.00	40,434.81	92*0471577	92*0471593
64109	General Fund Restricted	385,917.82	0.00	385,917.82	92*0471599	92*0471642
<b>Total Fund 12 General Fund Restricted</b>		<b>\$2,541,085.33</b>	<b>\$50,986.40</b>	<b>\$2,490,098.93</b>		

Checks Written for Period 06/01/16 Thru 07/05/16

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
63939	GF Unrestricted One-Time Func	0.00	1,744.22	-1,744.22	92*0468387	92*0468387
64012	GF Unrestricted One-Time Func	6,419.58	0.00	6,419.58	92*0469474	92*0469490
64013	GF Unrestricted One-Time Func	22,888.45	0.00	22,888.45	92*0469507	92*0469523
64015	GF Unrestricted One-Time Func	2,529.38	0.00	2,529.38	92*0469566	92*0469570
64016	General Fund Unrestricted	9,029.90	0.00	9,029.90	92*0469590	92*0469634
64020	GF Unrestricted One-Time Func	5,318.12	0.00	5,318.12	92*0469813	92*0469815
64026	GF Unrestricted One-Time Func	1,235.45	0.00	1,235.45	92*0469919	92*0469919
64027	GF Unrestricted One-Time Func	10,093.77	0.00	10,093.77	92*0469924	92*0469942
64031	General Fund Unrestricted	7,306.05	0.00	7,306.05	92*0470003	92*0470003
64035	GF Unrestricted One-Time Func	10,330.41	0.00	10,330.41	92*0470049	92*0470051
64040	GF Unrestricted One-Time Func	86,305.98	0.00	86,305.98	92*0470155	92*0470157
64054	GF Unrestricted One-Time Func	370.74	0.00	370.74	92*0470464	92*0470464
64061	GF Unrestricted One-Time Func	4,643.80	0.00	4,643.80	92*0470592	92*0470605
64064	GF Unrestricted One-Time Func	3,952.80	0.00	3,952.80	92*0470675	92*0470675
64071	GF Unrestricted One-Time Func	8,664.06	0.00	8,664.06	92*0470899	92*0470906
64077	GF Unrestricted One-Time Func	7,260.58	0.00	7,260.58	92*0470962	92*0470962
64078	GF Unrestricted One-Time Func	17,545.17	0.00	17,545.17	92*0470965	92*0470973
64079	GF Unrestricted One-Time Func	2,902.08	0.00	2,902.08	92*0471041	92*0471045
64087	GF Unrestricted One-Time Func	8,777.60	0.00	8,777.60	92*0471148	92*0471149
64098	GF Unrestricted One-Time Func	482.11	0.00	482.11	92*0471259	92*0471267
64099	GF Unrestricted One-Time Func	8,995.38	0.00	8,995.38	92*0471271	92*0471309
64100	General Fund Restricted	40,392.50	0.00	40,392.50	92*0471326	92*0471326
64102	General Fund Unrestricted	127.70	0.00	127.70	92*0471431	92*0471431
64103	General Fund Restricted	7,058.89	0.00	7,058.89	92*0471453	92*0471471
64105	GF Unrestricted One-Time Func	797.51	0.00	797.51	92*0471516	92*0471523
64106	GF Unrestricted One-Time Func	1,201.99	0.00	1,201.99	92*0471530	92*0471534
64108	GF Unrestricted One-Time Func	62.35	0.00	62.35	92*0471598	92*0471598
64109	General Fund Unrestricted	4,646.66	0.00	4,646.66	92*0471632	92*0471636
<b>Total Fund 13 General Fund Unrestricted</b>		<b>\$279,339.01</b>	<b>\$1,744.22</b>	<b>\$277,594.79</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
64010	Child Development Fund	14,824.09	0.00	14,824.09	92*0469379	92*0469397
64014	Child Development Fund	2,320.52	0.00	2,320.52	92*0469557	92*0469561
64019	Child Development Fund	9,758.60	1,190.00	8,568.60	92*0469772	92*0469786
64025	Child Development Fund	389.20	0.00	389.20	92*0469887	92*0469888
64034	Child Development Fund	9,130.08	0.00	9,130.08	92*0470023	92*0470034
64039	Child Development Fund	9,193.39	0.00	9,193.39	92*0470137	92*0470144
64045	Child Development Fund	16,527.92	0.00	16,527.92	92*0470240	92*0470248
64053	Child Development Fund	5,806.80	0.00	5,806.80	92*0470455	92*0470463
64059	Child Development Fund	21,684.40	0.00	21,684.40	92*0470545	92*0470568
64070	Child Development Fund	9,536.67	0.00	9,536.67	92*0470869	92*0470875
64076	Child Development Fund	20,164.19	6,869.00	13,295.19	92*0470916	92*0470935
64081	Child Development Fund	1,190.00	1,190.00	0.00	92*0471078	92*0471079
64085	Child Development Fund	9,080.15	0.00	9,080.15	92*0471095	92*0471102
64088	Child Development Fund	617.76	0.00	617.76	92*0471153	92*0471153
64097	Child Development Fund	55,709.99	0.00	55,709.99	92*0471214	92*0471240
<b>Total Fund 33 Child Development Fund</b>		<b>\$185,933.76</b>	<b>\$9,249.00</b>	<b>\$176,684.76</b>		

Checks Written for Period 06/01/16 Thru 07/05/16

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
64009	Capital Outlay Projects Fund	14,125.00	0.00	14,125.00	92*0469377	92*0469378
64024	Capital Outlay Projects Fund	1,680.00	0.00	1,680.00	92*0469885	92*0469886
64029	Capital Outlay Projects Fund	14,388.50	0.00	14,388.50	92*0469944	92*0469945
64038	Capital Outlay Projects Fund	6,517.50	0.00	6,517.50	92*0470136	92*0470136
64044	Capital Outlay Projects Fund	4,440.86	0.00	4,440.86	92*0470238	92*0470239
64052	Capital Outlay Projects Fund	133,118.54	0.00	133,118.54	92*0470451	92*0470454
64058	Capital Outlay Projects Fund	121,104.79	0.00	121,104.79	92*0470535	92*0470544
64069	Capital Outlay Projects Fund	55,368.50	0.00	55,368.50	92*0470862	92*0470868
64075	Capital Outlay Projects Fund	30,369.92	0.00	30,369.92	92*0470912	92*0470915
64084	Capital Outlay Projects Fund	38,342.01	0.00	38,342.01	92*0471088	92*0471094
64090	Capital Outlay Projects Fund	19,669.50	0.00	19,669.50	92*0471197	92*0471197
64096	Capital Outlay Projects Fund	15,473.00	0.00	15,473.00	92*0471212	92*0471213
<b>Total Fund 41 Capital Outlay Projects Fun</b>		<b><u>\$454,598.12</u></b>	<b><u>\$0.00</u></b>	<b><u>\$454,598.12</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
64008	Bond Fund, Measure E	54.02	0.00	54.02	92*0469376	92*0469376
64023	Bond Fund, Measure E	3,672.00	0.00	3,672.00	92*0469883	92*0469884
64028	Bond Fund, Measure E	111,214.37	0.00	111,214.37	92*0469943	92*0469943
64043	Bond Fund, Measure E	65.00	0.00	65.00	92*0470237	92*0470237
64057	Bond Fund, Measure E	1,493.50	0.00	1,493.50	92*0470534	92*0470534
64066	Bond Fund, Measure E	3,960.00	0.00	3,960.00	92*0470854	92*0470854
64074	Bond Fund, Measure E	8,629.20	0.00	8,629.20	92*0470911	92*0470911
64083	Bond Fund, Measure E	23,469.00	0.00	23,469.00	92*0471085	92*0471087
<b>Total Fund 42 Bond Fund, Measure E</b>		<b>\$152,557.09</b>	<b>\$0.00</b>	<b>\$152,557.09</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
64007	Bond Fund, Measure Q	31,590.98	0.00	31,590.98	92*0469375	92*0469375
64051	Bond Fund, Measure Q	56,252.87	0.00	56,252.87	92*0470447	92*0470450
64056	Bond Fund, Measure Q	13,485.00	0.00	13,485.00	92*0470533	92*0470533
64068	Bond Fund, Measure Q	1,973,611.69	0.00	1,973,611.69	92*0470856	92*0470861
64073	Bond Fund, Measure Q	20,318.20	0.00	20,318.20	92*0470909	92*0470910
64082	Bond Fund, Measure Q	55,509.37	0.00	55,509.37	92*0471081	92*0471084
<b>Total Fund 43 Bond Fund, Measure Q</b>		<b><u>\$2,150,768.11</u></b>	<b><u>\$0.00</u></b>	<b><u>\$2,150,768.11</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
64033	Property and Liability Fund	1,150.00	0.00	1,150.00	92*0470022	92*0470022
64081	Property and Liability Fund	4,635.72	0.00	4,635.72	92*0471080	92*0471080
<b>Total Fund 61 Property and Liability Fund</b>		<b><u>\$5,785.72</u></b>	<b><u>\$0.00</u></b>	<b><u>\$5,785.72</u></b>		

Checks Written for Period 06/01/16 Thru 07/05/16

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
64006	Workers' Compensation Fund	358.58	0.00	358.58	92*0469374	92*0469374
64066	Workers' Compensation Fund	853.20	853.20	0.00	92*0470853	92*0470853
64067	Workers' Compensation Fund	853.20	0.00	853.20	92*0470855	92*0470855
64095	Workers' Compensation Fund	1,004.48	0.00	1,004.48	92*0471211	92*0471211
<b>Total Fund 62 Workers' Compensation Fu</b>		<b><u>3,069.46</u></b>	<b><u>853.20</u></b>	<b><u>2,216.26</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
64005	Student Financial Aid Fund	3,474.02	0.00	3,474.02	92*0469372	92*0469373
64072	Student Financial Aid Fund	385,700.00	0.00	385,700.00	92*0470908	92*0470908
64094	Student Financial Aid Fund	181.98	0.00	181.98	92*0471210	92*0471210
<b>Total Fund 74 Student Financial Aid Fund</b>		<b><u><u>\$389,356.00</u></u></b>	<b><u><u>\$0.00</u></u></b>	<b><u><u>\$389,356.00</u></u></b>		

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**SUMMARY**

Total Fund 11 General Fund Unrestricted	3,795,145.45
Total Fund 12 General Fund Restricted	2,490,098.93
Total Fund 13 General Fund Unrestricted	277,594.79
Total Fund 33 Child Development Fund	176,684.76
Total Fund 41 Capital Outlay Projects Fund	454,598.12
Total Fund 42 Bond Fund, Measure E	152,557.09
Total Fund 43 Bond Fund, Measure Q	2,150,768.11
Total Fund 61 Property and Liability Fund	5,785.72
Total Fund 62 Workers' Compensation Fund	2,216.26
Total Fund 74 Student Financial Aid Fund	389,356.00
Grand Total:	<u><u>\$9,894,805.23</u></u>

Checks Written for Period 05/26/16 Thru 07/01/16

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
311605504	Bookstore Fund	57,171.28	98.74	57,072.54	31*0106883	31*0106907
311606104	Bookstore Fund	64,572.18	98.74	64,473.44	31*0106908	31*0106916
311606211	Bookstore Fund	63,191.65	15,968.64	47,223.01	31*0106917	31*0106943
311606318	Bookstore Fund	224,649.75	0.00	224,649.75	31*0106944	31*0106955
311606425	Bookstore Fund	53,125.35	0.00	53,125.35	31*0106956	31*0106980
311606530	Bookstore Fund	59,433.42	39,172.28	20,261.14	31*0106981	31*0107017
<b>Total Fund 31 Bookstore Fund</b>		<b><u>\$522,143.63</u></b>	<b><u>\$55,338.40</u></b>	<b><u>\$466,805.23</u></b>		

Checks Written for Period 05/26/16 Thru 07/01/16

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
711605428	Associated Students Fund	2,023.39	0.00	2,023.39	71*0007714	71*0007717
711605504	Associated Students Fund	2,475.63	0.00	2,475.63	71*0007718	71*0007721
711606211	Associated Students Fund	1,931.96	0.00	1,931.96	71*0007722	71*0007728
711606318	Associated Students Fund	675.60	0.00	675.60	71*0007729	71*0007730
711606425	Associated Students Fund	7,566.19	30.00	7,536.19	71*0007731	71*0007761
711606530	Associated Students Fund	12,271.98	0.00	12,271.98	71*0007762	71*0007776
<b>Total Fund 71 Associated Students Fund</b>		<b>\$26,944.75</b>	<b>\$30.00</b>	<b>\$26,914.75</b>		

Checks Written for Period 05/26/16 Thru 07/01/16

<b>Register #</b>	<b>Fund Title</b>	<b>Amount</b>	<b>Voided Checks</b>	<b>Adjusted Amount</b>	<b>Beg Check #</b>	<b>End Check #</b>
741606104	Student Financial Aid Fund	3,474.02	3,474.02	0.00	81*0046694	81*0046695
<b>Total Fund 74 Student Financial Aid Fund</b>		<b><u>\$3,474.02</u></b>	<b><u>\$3,474.02</u></b>	<b><u>\$0.00</u></b>		

Checks Written for Period 05/26/16 Thru 07/01/16

<b>Register #</b>	<b>Fund Title</b>	<b>Amount</b>	<b>Voided Checks</b>	<b>Adjusted Amount</b>	<b>Beg Check #</b>	<b>End Check #</b>
761605428	Community Education Fund	17,118.56	0.00	17,118.56	76*0006929	76*0006939
761606104	Community Education Fund	9,706.30	200.00	9,506.30	76*0006940	76*0006945
761606211	Community Education Fund	11,995.33	0.00	11,995.33	76*0006946	76*0006947
761606318	Community Education Fund	200.00	0.00	200.00	76*0006948	76*0006948
761606530	Community Education Fund	149,575.19	0.00	149,575.19	76*0006949	76*0006962
<b>Total Fund 76 Community Education Fund</b>		<b><u>\$188,595.38</u></b>	<b><u>\$200.00</u></b>	<b><u>\$188,395.38</u></b>		

Checks Written for Period 05/26/16 Thru 07/01/16

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
791605428	Diversified Trust Fund	15,398.25	0.00	15,398.25	79*0020037	79*0020055
791606104	Diversified Trust Fund	28,329.67	332.42	27,997.25	79*0020056	79*0020066
791606211	Diversified Trust Fund	13,048.82	0.00	13,048.82	79*0020067	79*0020087
791606318	Diversified Trust Fund	5,828.10	0.00	5,828.10	79*0020088	79*0020094
791606425	Diversified Trust Fund	95,025.46	110.21	94,915.25	79*0020095	79*0020104
791606530	Diversified Trust Fund	236,795.83	0.00	236,795.83	79*0020105	79*0020126
<b>Total Fund 79 Diversified Trust Fund</b>		<b>\$394,426.13</b>	<b>\$442.63</b>	<b>\$393,983.50</b>		

Checks Written for Period 05/26/16 Thru 07/01/16

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
811605428	Diversified Agency Fund	7,123.31	0.00	7,123.31	81*0046673	81*0046692
811606104	Diversified Agency Fund	15,519.58	117.03	15,402.55	81*0046693	81*0046754
811606211	Diversified Agency Fund	5,317.03	0.00	5,317.03	81*0046719	81*0046732
811606318	Diversified Agency Fund	12,292.42	0.00	12,292.42	81*0046733	81*0046753
811606425	Diversified Agency Fund	11,635.61	435.00	11,200.61	81*0046755	81*0046779
811606530	Diversified Agency Fund	30,853.66	0.00	30,853.66	81*0046780	81*0046831
<b>Total Fund 81 Diversified Agency Fund</b>		<b>\$82,741.61</b>	<b>\$552.03</b>	<b>\$82,189.58</b>		

**SUMMARY**

Total Fund 31 Bookstore Fund	466,805.23
Total Fund 71 Associated Students Fund	26,914.75
Total Fund 76 Community Education Fund	188,395.38
Total Fund 79 Diversified Trust Fund	393,983.50
Total Fund 81 Diversified Agency Fund	8,981.31
Total Fund 74 Student Financial Aid Fund	0.00
Total Fund 81 Diversified Agency Fund	73,208.27
<b>Grand Total:</b>	<b><u><u>\$1,158,288.44</u></u></b>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
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**BACKGROUND**

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

**ANALYSIS**

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

<b>BUDGET TRANSFERS</b>		<b>From</b>	<b>To</b>
<b><u>Fund 11: General Fund Unrestricted</u></b>			
1000	ACADEMIC SALARIES		24,656
2000	CLASSIFIED SALARIES		11,328
3000	EMPLOYEE BENEFITS	43,307	
4000	SUPPLIES & MATERIALS	18,831	
5000	OTHER OPERATING EXP & SERVICES		36,134
6000	CAPITAL OUTLAY	9,980	
<b>Total Transfer Fund 11</b>		<b>\$72,118</b>	<b>\$72,118</b>
<b><u>Fund 12: General Fund Restricted</u></b>			
1000	ACADEMIC SALARIES		55,930
2000	CLASSIFIED SALARIES	78,004	
3000	EMPLOYEE BENEFITS		11,638
4000	SUPPLIES & MATERIALS		43,646
5000	OTHER OPERATING EXP & SERVICES	60,436	
6000	CAPITAL OUTLAY	5,308	
7000	OTHER OUTGO		32,534
<b>Total Transfer Fund 12</b>		<b>\$143,748</b>	<b>\$143,748</b>
<b><u>Fund 13: GF Unrestricted One-Time Funds</u></b>			
4000	SUPPLIES & MATERIALS	7,910	
5000	OTHER OPERATING EXP & SERVICES		31,168
6000	CAPITAL OUTLAY		50
7900	RESERVE FOR CONTINGENCIES	23,308	
<b>Total Transfer Fund 13</b>		<b>\$31,218</b>	<b>\$31,218</b>
<b><u>Fund 33: Child Development Fund</u></b>			
2000	CLASSIFIED SALARIES	7,075	
4000	SUPPLIES & MATERIALS		9,944
5000	OTHER OPERATING EXP & SERVICES	12,500	
6000	CAPITAL OUTLAY		9,631
<b>Total Transfer Fund 33</b>		<b>\$19,575</b>	<b>\$19,575</b>
<b><u>Fund 41: Capital Outlay Projects Fund</u></b>			
4000	SUPPLIES & MATERIALS		3,500
5000	OTHER OPERATING EXP & SERVICES	2,500	
6000	CAPITAL OUTLAY		1,413,820
7900	RESERVE FOR CONTINGENCIES	1,414,820	
<b>Total Transfer Fund 41</b>		<b>\$1,417,320</b>	<b>\$1,417,320</b>

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<b>BUDGET TRANSFERS</b>	<b>From</b>	<b>To</b>
<b><u>Fund 62: Workers' Compensation Fund</u></b>		
2000 CLASSIFIED SALARIES		1,400
7900 RESERVE FOR CONTINGENCIES	1,400	
	<b>\$1,400</b>	<b>\$1,400</b>
<b><u>Fund 74: Student Financial Aid Fund</u></b>		
5000 OTHER OPERATING EXP & SERVICES		58,338
7000 OTHER OUTGO	13,338	
7900 RESERVE FOR CONTINGENCIES	45,000	
	<b>\$58,338</b>	<b>\$58,338</b>
<b><u>Fund 79: Diversified Trust Fund</u></b>		
5000 OTHER OPERATING EXP & SERVICES		1,100
6000 CAPITAL OUTLAY		14,400
7900 RESERVE FOR CONTINGENCIES	15,500	
	<b>\$15,500</b>	<b>\$15,500</b>
<b>BUDGET INCREASES AND DECREASES</b>		
	<b>Revenue</b>	<b>Appropriation</b>
<b><u>Fund 12: General Fund Restricted</u></b>		
8600 STATE REVENUES	15,959,631	
8800 LOCAL REVENUES	620	
1000 ACADEMIC SALARIES		(107,235)
2000 CLASSIFIED SALARIES		210,188
3000 EMPLOYEE BENEFITS		113,804
4000 SUPPLIES & MATERIALS		25,019
5000 OTHER OPERATING EXP & SERVICES		15,495,245
6000 CAPITAL OUTLAY		238,230
7000 OTHER OUTGO		(15,000)
	<b>\$15,960,251</b>	<b>\$15,960,251</b>
<b><u>Fund 13: GF Unrestricted One-Time Funds</u></b>		
8800 LOCAL REVENUES	589	
2000 CLASSIFIED SALARIES		554
3000 EMPLOYEE BENEFITS		35
	<b>\$589</b>	<b>\$589</b>
<b><u>Fund 33: Child Development Fund</u></b>		
8600 STATE REVENUES	165,200	
2000 CLASSIFIED SALARIES		99,575
3000 EMPLOYEE BENEFITS		5,625
4000 SUPPLIES & MATERIALS		50,000
5000 OTHER OPERATING EXP & SERVICES		10,000
	<b>\$165,200</b>	<b>\$165,200</b>

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**BUDGET INCREASES AND DECREASES**

		Revenue	Appropriation
<b><u>Fund 74: Student Financial Aid Fund</u></b>			
8100	FEDERAL REVENUES	50,000	
8600	STATE REVENUES	247,347	
7000	OTHER OUTGO		297,347
<b>Total Transfer Fund 74</b>		<b>\$297,347</b>	<b>\$297,347</b>

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

**RECOMMENDATION**

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

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

**BUDGET TRANSFERS** **From** **To**

**Fund 11: General Fund Unrestricted**

<b>B018907</b>	<b>06/08/16</b>			
4000	SUPPLIES & MATERIALS		35,000	
5000	OTHER OPERATING EXP & SERVICES			37,200
6000	CAPITAL OUTLAY		2,200	

<b>Total Reference B018907</b>	<b>\$37,200</b>	<b>\$37,200</b>
<b>Reason:</b> Adjustment		
<b>Description:</b> Monies needed in contracted services account to offset exp		

**Fund 12: General Fund Restricted**

<b>B018871</b>	<b>06/06/16</b>			
1000	ACADEMIC SALARIES			29,685
2000	CLASSIFIED SALARIES		7,360	
3000	EMPLOYEE BENEFITS			19,373
5000	OTHER OPERATING EXP & SERVICES		41,698	

<b>Total Reference B018871</b>	<b>\$49,058</b>	<b>\$49,058</b>
<b>Reason:</b> Special Project Adjustment		
<b>Description:</b> To cover TOEs for Vivian Vu & Lizbeth Apaez		

<b>B019037</b>	<b>06/22/16</b>			
1000	ACADEMIC SALARIES			21,764
2000	CLASSIFIED SALARIES		25,827	
3000	EMPLOYEE BENEFITS			4,063
4000	SUPPLIES & MATERIALS			600
5000	OTHER OPERATING EXP & SERVICES		600	

<b>Total Reference B019037</b>	<b>\$26,427</b>	<b>\$26,427</b>
<b>Reason:</b> Special Project Adjustment		
<b>Description:</b> To cover negative balance		

**Fund 13: GF Unrestricted One-Time Funds**

<b>B018836</b>	<b>06/01/16</b>			
5000	OTHER OPERATING EXP & SERVICES			13,000
7900	RESERVE FOR CONTINGENCIES		13,000	

<b>Total Reference B018836</b>	<b>\$13,000</b>	<b>\$13,000</b>
<b>Reason:</b> Adjustment		
<b>Description:</b> Allocate funds for additional legal expenses		

<b>B018851</b>	<b>06/02/16</b>			
4000	SUPPLIES & MATERIALS			6,308
7900	RESERVE FOR CONTINGENCIES		6,308	

<b>Total Reference B018851</b>	<b>\$6,308</b>	<b>\$6,308</b>
<b>Reason:</b> Adjustment		
<b>Description:</b> Fund Custodial supplies for the Sheriff's Academy		

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<b>BUDGET TRANSFERS</b>	<b>From</b>	<b>To</b>
<b>B018974 06/16/16</b>		
6000 CAPITAL OUTLAY		4,000
7900 RESERVE FOR CONTINGENCIES	4,000	
	<hr/>	<hr/>
<b>Total Reference B018974</b>	<b>\$4,000</b>	<b>\$4,000</b>
<b>Reason:</b> Adjustment		
<b>Description:</b> Purchase tables for campus wide locations		
 <b><u>Fund 41: Capital Outlay Projects Fund</u></b>		
<b>B018827 06/01/16</b>		
6000 CAPITAL OUTLAY		78,800
7900 RESERVE FOR CONTINGENCIES	78,800	
	<hr/>	<hr/>
<b>Total Reference B018827</b>	<b>\$78,800</b>	<b>\$78,800</b>
<b>Reason:</b> New Budget		
<b>Description:</b> OCSRTA Emergency Blue Phone & ACA POT		
<b>B018828 06/01/16</b>		
6000 CAPITAL OUTLAY		415,800
7900 RESERVE FOR CONTINGENCIES	415,800	
	<hr/>	<hr/>
<b>Total Reference B018828</b>	<b>\$415,800</b>	<b>\$415,800</b>
<b>Reason:</b> New Budget		
<b>Description:</b> SCC Emergency Blue Phone & ADA POT		
<b>B018829 06/01/16</b>		
6000 CAPITAL OUTLAY		355,000
7900 RESERVE FOR CONTINGENCIES	355,000	
	<hr/>	<hr/>
<b>Total Reference B018829</b>	<b>\$355,000</b>	<b>\$355,000</b>
<b>Reason:</b> New Budget		
<b>Description:</b> SAC Emergency Blue Phone & ADA POT		
<b>B018830 06/01/16</b>		
6000 CAPITAL OUTLAY		78,800
7900 RESERVE FOR CONTINGENCIES	78,800	
	<hr/>	<hr/>
<b>Total Reference B018830</b>	<b>\$78,800</b>	<b>\$78,800</b>
<b>Reason:</b> New Budget		
<b>Description:</b> DO Emergency Blue Phone & ADA POT		
<b>B018831 06/01/16</b>		
6000 CAPITAL OUTLAY		78,800
7900 RESERVE FOR CONTINGENCIES	78,800	
	<hr/>	<hr/>
<b>Total Reference B018831</b>	<b>\$78,800</b>	<b>\$78,800</b>
<b>Reason:</b> New Budget		
<b>Description:</b> DMC Emergency Blue Phone & ADA POT		

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<b>BUDGET TRANSFERS</b>	<b>From</b>	<b>To</b>
<b>B018832 06/01/16</b>		
6000 CAPITAL OUTLAY		162,200
7900 RESERVE FOR CONTINGENCIES	162,200	
<b>Total Reference B018832</b>	<b>\$162,200</b>	<b>\$162,200</b>
<b>Reason:</b> New Budget		
<b>Description:</b> CEC Emergency Blue Phone & ADA POT		
<b>B018867 06/06/16</b>		
6000 CAPITAL OUTLAY	13,080	
7900 RESERVE FOR CONTINGENCIES		13,080
<b>Total Reference B018867</b>	<b>\$13,080</b>	<b>\$13,080</b>
<b>Reason:</b> Special Project Adjustment		
<b>Description:</b> Allocate funds to 3330 and zero out 3006		
<b>B018883 06/07/16</b>		
6000 CAPITAL OUTLAY		153,500
7900 RESERVE FOR CONTINGENCIES	153,500	
<b>Total Reference B018883</b>	<b>\$153,500</b>	<b>\$153,500</b>
<b>Reason:</b> New Budget		
<b>Description:</b> OCSRTA- Stormwater Mgmt Imp		
<b>B018927 06/13/16</b>		
4000 SUPPLIES & MATERIALS		1,000
6000 CAPITAL OUTLAY		2,500
7900 RESERVE FOR CONTINGENCIES	3,500	
<b>Total Reference B018927</b>	<b>\$3,500</b>	<b>\$3,500</b>
<b>Reason:</b> Special Project Adjustment		
<b>Description:</b> Allocate funds to relocation/ moving & non-instr supplies		
<b>B019025 06/22/16</b>		
6000 CAPITAL OUTLAY		1,500
7900 RESERVE FOR CONTINGENCIES	1,500	
<b>Total Reference B019025</b>	<b>\$1,500</b>	<b>\$1,500</b>
<b>Reason:</b> Special Project Adjustment		
<b>Description:</b> Allocate funds to relocation/moving		
<b>B019064 06/27/16</b>		
6000 CAPITAL OUTLAY		40,000
7900 RESERVE FOR CONTINGENCIES	40,000	
<b>Total Reference B019064</b>	<b>\$40,000</b>	<b>\$40,000</b>
<b>Reason:</b> Special Project Adjustment		
<b>Description:</b> Allocate funds to contractor services		

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<b>BUDGET TRANSFERS</b>		<b>From</b>	<b>To</b>
<b>B019081</b>	<b>06/29/16</b>		
6000	CAPITAL OUTLAY		60,000
7900	RESERVE FOR CONTINGENCIES	60,000	
<b>Total Reference B019081</b>		<b>\$60,000</b>	<b>\$60,000</b>
<b>Reason:</b> Special Project Adjustment			
<b>Description:</b> Allocate funds to non-instructional supplies			

**Fund 62: Workers' Compensation Fund**

<b>B019004</b>	<b>06/21/16</b>		
2000	CLASSIFIED SALARIES		1,400
7900	RESERVE FOR CONTINGENCIES	1,400	
<b>Total Reference B019004</b>		<b>\$1,400</b>	<b>\$1,400</b>
<b>Reason:</b> Adjustment			
<b>Description:</b> Cover negative balance for major object			

**Fund 74: Student Financial Aid Fund**

<b>B019008</b>	<b>06/21/16</b>		
5000	OTHER OPERATING EXP & SERVICES		45,000
7900	RESERVE FOR CONTINGENCIES	45,000	
<b>Total Reference B019008</b>		<b>\$45,000</b>	<b>\$45,000</b>
<b>Reason:</b> Special Project Adjustment			
<b>Description:</b> Increase budget for Perkins loans assignment to Dept. of Ed.			

**Fund 79: Diversified Trust Fund**

<b>B018992</b>	<b>06/20/16</b>		
5000	OTHER OPERATING EXP & SERVICES		1,100
6000	CAPITAL OUTLAY		14,400
7900	RESERVE FOR CONTINGENCIES	15,500	
<b>Total Reference B018992</b>		<b>\$15,500</b>	<b>\$15,500</b>
<b>Reason:</b> Special Project Adjustment			
<b>Description:</b> Adjust budgets to cover 15/16 expenses			

**BUDGET INCREASES AND DECREASES**

		<b>Revenue</b>	<b>Appropriation</b>
<b><u>Fund 12: General Fund Restricted</u></b>			
<b>B018904</b>	<b>06/08/16</b>		
8100	FEDERAL REVENUES	(93,897)	
6000	CAPITAL OUTLAY		(93,897)
<b>Total Reference B018904</b>		<b>\$(93,897)</b>	<b>\$(93,897)</b>
<b>Reason:</b> Special Project Adjustment			
<b>Description:</b> Transfer funds from SP1812 to 1839			

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<b>BUDGET INCREASES AND DECREASES</b>		<b>Revenue</b>	<b>Appropriation</b>
<b>B018905</b>	<b>06/08/16</b>		
8100	FEDERAL REVENUES	93,897	
6000	CAPITAL OUTLAY		93,897
<b>Total Reference B018905</b>		<b>\$93,897</b>	<b>\$93,897</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Transfer funds from SP1812 to 1839		
<b>B018994</b>	<b>06/20/16</b>		
8600	STATE REVENUES	15,000,000	
2000	CLASSIFIED SALARIES		206,431
3000	EMPLOYEE BENEFITS		127,254
4000	SUPPLIES & MATERIALS		9,500
5000	OTHER OPERATING EXP & SERVICES		14,656,815
<b>Total Reference B018994</b>		<b>\$15,000,000</b>	<b>\$15,000,000</b>
<b>Reason:</b>	New Budget		
<b>Description:</b>	CTE Data Unlocked Initiative FY 15/16-17/18		
<b>B018995</b>	<b>06/20/16</b>		
8600	STATE REVENUES	123,996	
6000	CAPITAL OUTLAY		123,996
<b>Total Reference B018995</b>		<b>\$123,996</b>	<b>\$123,996</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	To purchase laptops for Laptop Student Loan Program		
<b>B018996</b>	<b>06/20/16</b>		
8600	STATE REVENUES	(123,996)	
1000	ACADEMIC SALARIES		(107,235)
3000	EMPLOYEE BENEFITS		(16,761)
<b>Total Reference B018996</b>		<b>\$(123,996)</b>	<b>\$(123,996)</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	To purchase laptops for Laptop Student Loan Program		
<b>B019055</b>	<b>06/23/16</b>		
8600	STATE REVENUES	28,825	
2000	CLASSIFIED SALARIES		18,757
3000	EMPLOYEE BENEFITS		10,145
4000	SUPPLIES & MATERIALS		(77)
<b>Total Reference B019055</b>		<b>\$28,825</b>	<b>\$28,825</b>
<b>Reason:</b>	New Budget		
<b>Description:</b>	NEWB- SP#2414 SSSP Research		
<b>B019069</b>	<b>06/28/16</b>		
8600	STATE REVENUES	847,300	
5000	OTHER OPERATING EXP & SERVICES		847,300
<b>Total Reference B019069</b>		<b>\$847,300</b>	<b>\$847,300</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	OTA & Budget Augmt-Stu Equity/SAC		

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From 06/01/2016 To 06/29/2016

Board Meeting on 07/18/2016

<b>BUDGET INCREASES AND DECREASES</b>		<b>Revenue</b>	<b>Appropriation</b>
<b>B019087</b>	<b>06/29/16</b>		
8600	STATE REVENUES	107,300	
6000	CAPITAL OUTLAY		107,300
<b>Total Reference B019087</b>		<b>\$107,300</b>	<b>\$107,300</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Budget Augmt- Student Equity/ SCC		
<b><u>Fund 33: Child Development Fund</u></b>			
<b>B018846</b>	<b>06/01/16</b>		
8600	STATE REVENUES	165,200	
2000	CLASSIFIED SALARIES		99,575
3000	EMPLOYEE BENEFITS		5,625
4000	SUPPLIES & MATERIALS		50,000
5000	OTHER OPERATING EXP & SERVICES		10,000
<b>Total Reference B018846</b>		<b>\$165,200</b>	<b>\$165,200</b>
<b>Reason:</b>	New Budget		
<b>Description:</b>	Contract period: 7/1/15-9/30/16		
<b><u>Fund 74: Student Financial Aid Fund</u></b>			
<b>B019006</b>	<b>06/21/16</b>		
8600	STATE REVENUES	27,900	
7000	OTHER OUTGO		27,900
<b>Total Reference B019006</b>		<b>\$27,900</b>	<b>\$27,900</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Book P1 increase in allocation-FTSSG		
<b>B019010</b>	<b>06/21/16</b>		
8600	STATE REVENUES	37,461	
7000	OTHER OUTGO		37,461
<b>Total Reference B019010</b>		<b>\$37,461</b>	<b>\$37,461</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Increase budget based on actual grant disbursements		
<b>B019012</b>	<b>06/21/16</b>		
8600	STATE REVENUES	155,986	
7000	OTHER OUTGO		155,986
<b>Total Reference B019012</b>		<b>\$155,986</b>	<b>\$155,986</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Increase budget based on actual grant disbursements		
<b>B019015</b>	<b>06/21/16</b>		
8100	FEDERAL REVENUES	50,000	
7000	OTHER OUTGO		50,000
<b>Total Reference B019015</b>		<b>\$50,000</b>	<b>\$50,000</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Increase budget based on PY disbursements		

**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 06/01/2016 To 06/29/2016  
Board Meeting on 07/18/2016**

**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>
06/23/16	J036782	To close overspent amount in SSSP- Follow-Up FY to General Fund 11- Unrestricted	20.58

**RECOMMENDATION**

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

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

To:	Board of Trustees	Date: July 18, 2016
Re:	Approval of the 2016-17 Proposed Adopted Budget Assumptions	
Action:	Request for Approval	

**BACKGROUND**

At this meeting it is recommended the Board of Trustees review the latest budget assumptions for use in completing the Proposed 2016-17 Adopted Budget. These assumptions have been reviewed and unanimously recommended by both the Fiscal Resources Committee and District Council.

**ANALYSIS**

The Proposed Adopted Budget Assumptions have been updated since the Tentative Budget Assumptions with any new information known at this time. They will continue to be updated with the latest known impacts of the 2016-17 enacted state budget based on the "Blue Book" which will be handed out at the Chancellor's Office Budget Workshop on August 4, 2016. No major changes are expected at the workshop.

The major changes to the assumptions to date are highlighted on the following pages. When the Board of Trustees approved the Tentative Budget at the June 13, 2016 meeting, it was pointed out that we expected the Annual Required Contribution (ARC) for our retiree health liabilities to increase over \$3 million once the actuarial study was complete. The study has been completed and the actuary from Total Compensation Systems, Inc. will present the report to the Board of Trustees at this same meeting. The assumptions include funding the increase in the ARC in 2016-17 utilizing one-time funds: 1) using the remaining uncommitted one-time Mandates Block Grant (\$2.3 million); 2) using any unspent 2015-16 District Services expenditure savings and lastly if needed, to cover any remaining shortfall from the Budget Stabilization Fund. Any shortfall is not expected to be more than \$500,000.

These Adopted Budget Assumptions project no planned spend down in 2016-17 of the Budget Stabilization Fund other than mentioned above, with the balance estimated at \$13.7 million. Although the state is providing no Cost of Living Allowance (COLA), any collectively bargained increases will be added costs to the budget.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the updated Adopted Budget Assumptions for the 2016-17 fiscal year as presented.

Fiscal Impact:	TBD	Board Date: July 18, 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  
UNRESTRICTED GENERAL FUND  
2016-17 Adopted Budget Assumptions  
July 12, 2016**

I. State Revenue

A. Budgeting will continue to utilize the District's Budget Allocation Model (BAM) based on SB 361.

B. FTES Workload Measure Assumptions:

Year	Base	Actual	Funded	Actual Growth
2012/13	27,711.41	28,185.04	28,185.04	1.71%
2013/14	28,185.04	28,688.93	28,688.93	1.79%
2014/15	28,688.93	28,908.08 a	28,908.08 a	0.76%
2015/16	P2 28,908.08	28,889.04 b	28,908.08 b	0.00%

a - based on 2014/15 Recalculation received 2/24/2016

b - P2 posted as of 6/23/2016 shows small reduction, estimating to possibly borrow for no growth/loss

The budget proposal includes 2% Restoration/Access/Growth funding, and 0.00% COLA.

Projected COLA of 0.00%	<b>\$0</b>
Projected Restoration/Access/Growth -0-	<b>\$0</b>
Projected Base Allocation Increase	<b>\$1,800,000</b>
Continued Projected Deficit (Reduced to est. 0.70%)	<b>\$461,255</b>
Apportionment Base Increase for 2016/17	<b>\$2,261,255</b>

2016/17 Potential Growth at 0.65% based on 2% system 29,096

C. Education Protection Account (EPA) funding estimated at **\$23,794,942 based** on 2015/16 P2. These are not additional funds. The EPA is only a portion of general purpose funds that offsets what would otherwise be state aid in the apportionments. We intend to charge a portion of faculty salaries to this funding source in compliance with EPA requirements.

D. Unrestricted lottery is projected at \$140 per FTES (\$4,200,032). Restricted lottery at \$41 per FTES (\$1,230,009). (2015/16 P1 of resident & nonresident factored FTES, 30,000.23 x 140 = \$4,200,032 unrestricted lottery; 30,000.23 x 41 = \$1,230,009.) With an slight increase in estimated FTES there is an increase in revenue.

E. Estimated reimbursement for part-time faculty compensation is estimated at **\$601,066 (2015/16 P2)**. No change.

F. Categorical programs will continue to be budgeted separately; self-supporting, matching revenues and expenditures. COLA is being proposed on certain categorical programs. Without COLA, other categorical reductions would be required to remain in balance if settlements were reached with bargaining groups. The colleges will need to budget for any program match requirements using unrestricted funds.

G. BOG fee waivers 2% administration funding estimated at 2015/16 P2 of \$284,586. Unchanged.

H. Mandates Block Grant estimated at a total budget of \$740,000. Unchanged. In addition, with a one-time \$105.5 million allocation statewide for past Mandated Cost reimbursement, we expect approximately \$2.7 million in one time funds. These funds can be used for any one-time purposes and will require additional discussion before allocation.

II. Other Revenue

I. Non-Resident Tuition budgeted at \$2,600,000. Increase of \$600,000.

J. Interest earnings estimated at \$225,000. Slight increase.

K. Other miscellaneous income (includes fines, fees, rents, etc.) is estimated at approximately \$350,000. Unchanged.

L. Apprenticeship revenue estimated at **\$2,388,374 (2015/16 P2)**. Increase of approximately \$488,000. (Corresponding expenses related to this increase must be budgeted for additional apprenticeship course offerings)

M. Scheduled Maintenance/Instructional Equipment allocation **\$4.65 million (no match required)**.

N. Energy Efficiency/Prop 39 revenue estimated at \$1 million. Slight increase from 2015/16.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
UNRESTRICTED GENERAL FUND  
2016-17 Adopted Budget Assumptions  
July 12, 2016**

III. Appropriations and Expenditures

- A. As the District's budget model is a revenue allocation model, revenues flow through the model to the colleges as earned. The colleges have the responsibility, within their earned revenue, to budget for ALL necessary expenditures including but not limited to all full time and part time employees, utilities, instructional services agreements, multi-year maintenance and other contracts, supplies, equipment and other operating costs.
- B. Although the state is providing no Cost of Living Allowance (COLA), any collectively bargained increased costs will be added to the budget. The estimated cost of a 1% salary increase is \$1.4 million.
- C. Step and column movement is budgeted at an additional cost of approximately \$1.1 million including benefits. (FARSCCD approximate cost \$415,000, CSEA approximate cost \$340,000, Management/Other approximate cost \$345,000)
- D. Health and Welfare benefit premium cost increase is estimated at 5% (for half the year) for an additional cost of approximately \$455,000 for active employees and an additional cost of \$155,000 for retirees, for a combined increase of \$610,000. State Unemployment Insurance local experience charges are estimated at \$250,000 (2015/16 budgeted amount). Unchanged. CalPERS employer contribution rate will increase in 2016/17 from 11.847% to 13.888% for an increase of \$630,063. (Note: The cost of each 1% increase in the PERS rate is approximately \$350,000.) CalSTRS employer contribution rate will increase in 2016/17 from 10.73% to 12.58% for an increase of \$1,161,452. (Note: The cost of each 1% increase in the STRS rate is approximately \$700,000.)
- E. The full-time faculty obligation (FON) for Fall 2016 is estimated at 364.99. The District is currently recruiting 48 faculty positions (11 of which do not count toward the FON) for an estimated total of 37 positions counting toward the obligation. The District expects to meet its obligation. Penalties for not meeting the obligation amount to approximately \$73,000 per FTE not filled.

The additional cost of new full-time faculty being hired for Fall 2016 is estimated at \$382,437 is being covered from special projects in Fund 12 with no new costs to the unrestricted general fund. SAC is filling 10 vacancies and adding 11 new positions. SCC is filling nine vacancies and adding six new positions. (The cost of the 17 new positions, along with shifts from categorical funding, is budgeted at Class VI, Step 10 at approximately \$130,000 each, including benefits.)

- F. The current rate per Lecture Hour Equivalent (LHE) effective 7/1/15 for hourly faculty is \$1,249. Increase of 0.534%.
- G. Retiree Health Benefit Fund (OPEB/GASB 45 Obligation) - The District will continue to contribute an amount to fund the total actuarially determined Annual Required Contribution (ARC). The new ARC for 2016/17 has increased over \$3.3 million from \$8.35 million to a new cost of \$11.7 million. This increased cost to be paid with one-time funds in 2016/17.
- H. Estimated cost savings from new staff placement at lower salary levels and lesser cost benefit plans.
- I. Capital Outlay Fund - In addition to the state allocation for Scheduled Maintenance/Instructional Equipment, the District will continue to budget \$1.5 million for capital outlay needs.
- J. Utilities cost increases of 5%, estimated at \$200,000.
- K. Information Technology licensing contract escalation cost of 7%, estimated at \$125,000.
- L. Property and Liability Insurance transfer estimated at \$1,940,000, unchanged. All risks insurance reduced \$203,033
- M. Other additional DS/Institutional Cost expenses:  
Legal Expenses of \$250,000 (from one-time funds)  
Executive Recruitment Cost \$60,000 (from one-time funds)  
Human Resources and Educational Services Reorganization (\$54,995 ongoing and \$66,685 one-time cost)
- N. Child Development Fund - The District will continue to budget \$250,000 as an interfund transfer from the unrestricted general fund as a contingency plan. (\$140,000 was transferred in 2014/15 and expected in 2015/16)

**Rancho Santiago Community College District**  
**Unrestricted General Fund Summary**  
**2016-17 Adopted Budget Assumptions Analysis**  
**July 12, 2016**

*	<u><b>New Revenues</b></u>	Ongoing Only	One-Time
B	COLA 0.00%	\$0	
B	Growth -0-	\$0	
B	Base Allocation	\$1,800,000	
B	Deficit Factor est. at 0.70%	\$461,255	
D	Unrestricted Lottery	\$75,026	
H	Mandates Block Grant (one-time)	1 \$0	\$2,700,000
I	Non-Resident Tuition	2 \$600,000	
J	Interest Earnings	\$45,000	
L	Apprenticeship - SCC	\$488,374	
EGK	Misc Income	\$0	
	<b>Total</b>	<b>\$3,469,655</b>	<b>\$2,700,000</b>
	 <u><b>New Expenditures</b></u>		
B	COLA 0.00%	\$0	
C	Step/Column	\$1,100,000	
D	Health and Welfare/Benefits at 5% (1/2 year)	\$610,000	
D	CalPERS Increase	\$630,063	
D	CalSTRS Increase	\$1,161,452	
E	Full Time Faculty Obligation Hires	\$0	
E/F	Hourly Faculty Budgets (Convert to Full Time)	\$0	
H	Estimated Salary and Benefit Placement Savings	(\$2,300,000)	
I	Capital Outlay/Scheduled Maintenance Match	\$0	
J	Utilities Increase	\$200,000	
K	ITS Licensing/Contract Escalation Cost	\$125,000	
L.	Property, Liability and All Risks Insurance	(\$203,033)	
I.L	Apprenticeship - SCC	\$488,374	
M.	Other Additional DS/Institutional Costs	\$54,995	\$376,685
I.H	One-Time Cost to Cover Retiree Health ARC	1 \$2,323,315	
	<b>Total</b>	<b>\$1,866,851</b>	<b>\$2,700,000</b>
	2016-17 Budget Year Surplus (Deficit)	<b>\$1,602,804</b>	

**Note: Budget Stabilization Fund Balance at 6/30/2016 is estimated at \$13.7 million.**

<sup>1</sup> *The Governor's intent in his proposal is that community college districts prioritize the use of their discretionary funding for "professional development, campus security infrastructure, technology infrastructure, and developing open education resources and zero-textbook-cost degrees."*

<sup>2</sup> *Any new costs to attract and serve additional non-resident students would also need to be budgeted. (Estimated revenue totals \$2 million SAC and \$600,000 SCC)*

\* *Reference to budget assumption number*

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

To:	Board of Trustees	Date: July 18, 2016
Re:	Approval of Amendment to Agreement with Facilities Planning & Consulting Services for FUSION Consulting Services	
Action:	Request for Approval	

**BACKGROUND:**

This is an amendment to an existing agreement for an extension of time only. On August 18, 2014, the Board of Trustees approved an agreement with Facilities Planning & Consulting Services for FUSION Consulting Services. The District is required to annually update the following reports for the State Chancellor's Office: Space Inventory, Five Year Scheduled Maintenance, Energy Calculator, Five Year Capital Outlay (Construction) Plan, and corresponding Final Project Proposals (FPP) and Initial Project Proposals (IPP) to the state through the statewide FUSION system. The consultant provides on-going assistance on an as-needed basis to assist staff with completing these tasks in FUSION.

Education Code Sections 81820-81823 require the governing board of each community college district to annually prepare and submit to the Facilities Planning and Utilization Unit of the Chancellor's Office (FPU) a five-year plan for capital construction. California Code of Regulations, Title 5, Section 57014 requires districts to receive approval of their five-year capital outlay plans from the FPU prior to receiving state funding for projects. Districts are also required to complete district and campus master plans before preparing their five-year capital outlay plans. The districts' five-year capital outlay plans are submitted to the FPU on July 1 of each year.

**ANALYSIS:**

The amendment to this agreement is to extend the contract duration. The services covered by this agreement commenced on August 19, 2014 and the new end date has been extended to December 31, 2017. There are no additional costs for this amendment.

This agreement is funded by Capital Outlay Funds.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the amendment with Facilities Planning & Consulting Services for FUSION Consulting Services as presented.

Fiscal Impact:	None	Board Date: July 18, 2016
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

# Board Agreement Summary

**Board Date: 7/18/16**

**Project: FUSION Facilities Planning**

**Site: District-Wide**

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**Consultants: Facilities Planning & Consulting Services**

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**Type of Service: Specialized Consulting**

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<b>Agreement Summary</b>	<b>No.</b>	<b>Amount</b>	<b>Reimbursables</b>	<b>Duration</b>	
				<b>Start</b>	<b>End</b>
Original Contract Amount		\$40,000.00	\$ 2,500.00	8/19/2014	6/30/2015
Amendment #1		\$40,000.00	none	8/19/2014	7/30/2016
Amendment #2		N/A	N/A	8/19/2014	12/31/2017
<b>Total Agreement Amount</b>		<b>\$82,500.00</b>			

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**DESCRIPTION:**

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Amendment #2 for additional time only

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**Total Proposed Amount:**

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**N/A**

**Contract End Date:**

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**12/31/2017**

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

To:	Board of Trustees	Date: July 18, 2016
Re:	Approval of Amendment to Agreement with Terracon Consultants, Inc. for the Phase II Environmental, Geohazard, Geotechnical Inspection Services for the Johnson Student Center Project at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

This is an amendment to an existing agreement for additional geotechnical services and an extension for time. The District is in need of having five additional geotechnical borings due to the current schematic design for the new Johnson Student Center as a result of the building footprint and siting of the building. Per code, soil borings are required to occur within the building footprint and there shall be 1 boring per 5,000 square feet of footprint. The original contract included four soil borings. Due to the square footage of the building, eight soil borings will be required and all must fall within the new building footprint. The additional samples are required to ensure compliance with code and to prepare the necessary geohazard and geotechnical soils report for review and approval by the Department of the California Geological Survey (CGS).

**ANALYSIS:**

This amendment for additional services increases the contract by \$15,319. The revised total not-to-exceed contract amount is \$29,232.20. The services covered by this agreement commenced on January 13, 2015 and the end date has been extended to June 30, 2017.

An analysis of proposed hours and associated tasks was provided and evaluated to justify the additional fee requested. The District has reviewed the additional work proposed and found the add service fee to be fair and reasonable.

This project is funded by Measure Q.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the amendment with Terracon Consultants, Inc. for the Phase II Environmental, Geohazard, Geotechnical Inspection services for the Johnson Student Center project at Santa Ana College as presented.

Fiscal Impact:	\$15,319	Board Date: July 18, 2016
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

# Board Agreement Summary

**Board Date: 7/18/2016**

Project: Johnson Student Center

Site: **Santa Ana College**

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Consultants: **Terracon Consultants, Inc.**

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Type of Service: Geotechnical

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Agreement Summary	No.	Amount	Reimbursables	Duration	
				Start	End
Original Contract Amount		\$13,913.20	none	1/13/2015	12/31/2015
Amendment #1		\$15,319.00		1/13/2015	6/30/2017
<b>Total Agreement Amount</b>		<b>\$29,232.20</b>			

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**DESCRIPTION:**

Amendment for additional services for Environmental, Geohazard, Geotechnical Inspection Services for the investigation and design for the construction of the Johnson Student Center

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**Total Proposed Amount:** **\$15,319.00**

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**Contract End Date:** **6/30/2017**

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

To:	Board of Trustees	Date: July 18, 2016
Re:	Approval of Change Order #1 with Patriot Contracting & Engineering, Inc. for Temporary Village Phase 2 at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

On January 11, 2016, the Board of Trustees awarded Bid #1274 to Patriot Contracting & Engineering, Inc. for Temporary Village Phase 2 project at Santa Ana College. The Temporary Village, located at Santa Ana College, needed interior modifications to house the Johnson Center occupants. Once the Dunlap Hall occupants were relocated back to Dunlap Hall, the Temporary Village modular buildings were modified to accommodate the Johnson Center occupants in preparation for demolition activities of the existing Johnson building and while the new building is designed and constructed.

**ANALYSIS:**

Change Order #1 increases the contract amount by \$24,399.84. The scope under this change order includes both credits for scope not needed, and additions for unforeseen conditions, additional power and data requirements, shelving and furniture changes, and minor adjustments for low voltage needs. The additional scope of work was necessary and allowed Johnson occupants to continue their campus operations during the summer. The contractor was able to maintain the original completion date of May 5, 2016.

The costs indicated in the change order are considered fair, reasonable and within industry standards by architect, construction manager and staff. The change order for the project is 4.1% of construction cost. The increase to the contract amount associated with this change order is \$24,399.84. The contract amount has been revised from \$592,000 to \$616,399.84. Pursuant to Administrative Regulation 6600, staff has approved this change order.

If Change Order #1 is approved, a Notice of Completion is on the same agenda for approval to close out the contract.

This project is funded by Measure E.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve Change Order #1 with Patriot Contracting & Engineering, Inc. for Temporary Village Phase 2 at Santa Ana College as presented.

Fiscal Impact:	\$24,399.84	Board Date: July 18, 2016
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



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

Board Date: 7/18/2016  
 Project No. Bid No. 1274  
 Site: Santa Ana College  
 Change Order (CO) No. : 1

Project Name: Temporary Village Phase 2  
 Contractor: Patriot Contracting & Engineering  
 Contract #: Bid No. 1274

Contract Schedule Summary					
Notice to Proceed Date	Original Contract Duration (Days)	Original Contract Completion Date	Previous Extension Days Approved	Proposed CO Days Requested	New Revised Completion Date
January 29,2016	98 Calendar Days	5/5/2016	0	0	5/5/2016

Change Order Summary			
Description	Number	Amount	% of Contract
Original Contract Amount		\$592,000.00	
Previous Change Orders	1		0.0%
Previous Change Orders	2		0.0%
Previous Change Orders	3		0.0%
<b>This Change Order</b>	<b>4</b>	<b>\$24,399.84</b>	<b>4.1%</b>
<b>Total Change Order (s)</b>		<b>\$24,399.84</b>	<b>4.1%</b>
<b>Revised Contract Amount</b>		<b>\$616,399.84</b>	

Items in Change Order								
Item No.	Description	Requester	Reason	Ext. Day	Credit	Add	Net	
COR -01	Provide skim coat and sanding floors in rooms VL211,205 &206. Once existing carpet was removed the rough floor surface was uneven for linoleum to be placed.	Architect	2	0		\$ 3,374.31	\$ 3,374.31	
COR-2R	ICD 1; Provide furred space of 2-1/2" due to conflict with furniture vertical mounting and existing raceways. The Architectural and furniture drawings did not account for the existing raceway.	Architect	4	0		\$ 2,834.06	\$ 2,834.06	
COR-03	ICD 2R ;Provide additional power and data outlets at rooms VL 104, 109, 204,205 &211. More equipment was moved in than what the drawings had accounted for.	District	5	0		\$ 5,252.41	\$ 5,252.41	
COR-04	CCD #5; At VL-210 downsize HVAC unit 5 ton to 4 ton, re-route existing electrical conduit and build soffit for exposed ductwork. Structural beam was in the way to fit a 5 Ton unit.	Architect	4	0	\$ (1,950.00)	\$ 4,043.02	\$ 2,093.02	
COR-05	Misc. code requirements, adjustments due to furniture installed. Relocate existing fire extinguishers, thermostat, and added electrical for copiers in VL 105 & 205. Relocate outlet & data for TV.	District, Inspector	1,4	0		\$ 4,470.00	\$ 4,470.00	
COR-06	Repair carpet cut outs in Rm VL-209. Contractor followed the dimension cutouts on the plans which were incorrect.	Architect	4	0		\$ 680.64	\$ 680.64	
COR-07	Relocate electrical, data and distress button at reception desk to opposite side of room. The design location resulted in two blind spots. Relocation gave view of the entire room.	District	5	0		\$ 1,871.13	\$ 1,871.13	
COR-08	Remove shelving from VL-206. In Room VL-207 remove metal shelving and install linoleum to base of wall instead of terminating at metal shelf leg.	District	5	0		\$ 3,902.64	\$ 3,902.64	
COR-09	Cut down existing shelving and install 6"x6" x 16 gage angle. Existing shelving height measurements did not match the dimensions on the drawings.	Architect	4	0		\$ 4,621.63	\$ 4,621.63	
COR-10	CCD # 01 delete panic hardware at yard chain link fence gate. The existing condition is more secure than what the panic hardware would provide. This is an area that students do not have access to.	Architect	4	0	\$ (1,100.00)	\$ -		
COR-11	CCD #07 delete swing gates at VL 105,106,110 & 111.	Architect	4	0	\$ (3,600.00)		\$ (3,600.00)	
					Subtotal	\$ (6,650.00)	\$ 31,049.84	\$ 24,399.84
					<b>Grand Total</b>			<b>\$ 24,399.84</b>

- 1 - CODE REQUIREMENT
- 2 - FIELD CONDITION
- 3 - INSPECTION REQUIREMENT
- 4 - DESIGN REQUIREMENT
- 5 - OWNER REQUIREMENT

4.6 (2)

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

To:	Board of Trustees	Date: July 18, 2016
Re:	Accept the Completion of Bid #1274 for the Temporary Village Phase 2 Project at Santa Ana College and Approve a Recording of a Notice of Completion	
Action:	Request for Acceptance and Approval	

**BACKGROUND:**

On January 11, 2016, the Board of Trustees awarded Bid #1274 for the Temporary Village Phase 2 project at Santa Ana College to Patriot Contracting & Engineering, Inc.

**ANALYSIS:**

The Project was completed on May 5, 2016. The District, upon approval by the Board of Trustees may record a Notice of Completion with the office of The Orange County Clerk-Recorder, as outlined under California Civil Code §9204. Total cost of the project is \$616,399.84.

This project was funded by Measure E.

**RECOMMENDATION:**

It is recommended that the Board of Trustees Accept the Project as Complete and Approve the Filing of a Notice of Completion with the County as presented.

Fiscal Impact:	N/A	Board Date: July 18, 2016
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

RECORDING REQUESTED BY:  
Rancho Santiago Comm. College District  
2323 N. Broadway  
Santa Ana, CA 92706-1640

NO FEES CHARGED PER GOVERNMENT CODE §6103

AND WHEN RECORDED MAIL TO:

Carri Matsumoto  
Rancho Santiago Community College District  
2323 N. Broadway  
Santa Ana, CA 92706-1640

THIS SPACE FOR RECORDER'S USE ONLY

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

2323 N. Broadway  
Santa Ana, CA 92706-1640

## NOTICE OF COMPLETION

Notice is hereby given, pursuant to the provisions of Section §9204 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as Santa Ana College, located at 1540 W. 17<sup>th</sup> Street, Santa Ana, California, caused improvements to be made to the property to with: Bid #1274 Temporary Village Phase 2, the contract for the doing of which was heretofore entered into on the 11<sup>th</sup> day of January, 2016, which contract was made with Patriot Contracting & Engineering, Inc. PO 16-0039141 as contractor; that said improvements were completed on the 5<sup>th</sup> day of May, 2016 and accepted by formal action of the governing Board of said District on the 18<sup>th</sup> day of July, 2016; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is United Fire & Casualty Company.

I, the undersigned, say: I am the Vice Chancellor of Rancho Santiago Community College District the declarant of the foregoing notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 2016 at Santa Ana, California.

Rancho Santiago Community College District of Orange County, California

by \_\_\_\_\_

Peter J. Hardash, Vice Chancellor  
Rancho Santiago Community College District

State of California  
County of Orange

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

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

To:	Board of Trustees	Date: July 18, 2016
Re:	Accept the Completion of Bid #1279 for Buildings I & Z LED Lighting Conversion Project at Santa Ana College and Approve a Recording of a Notice of Completion	
Action:	Request for Acceptance and Approval	

**BACKGROUND:**

On March 28, 2016, the Board of Trustees approved the ratification of Bid #1279 for an LED conversion project at Building I and Building Z at Santa Ana College (“Project”) and awarded the contract to Coast Electric. This project was part of Proposition 39 Year 3 projects.

**ANALYSIS:**

The Project was completed on June 16, 2016. The District, upon approval by the Board of Trustees may record a Notice of Completion with the office of The Orange County Clerk-Recorder, as outlined under California Civil Code §9204. Total cost of the project is \$72,075.

This project was funded by Proposition 39, Utility Rebates.

**RECOMMENDATION:**

It is recommended that the Board of Trustees Accept the Project as Complete and Approve the Filing of a Notice of Completion with the County as presented.

Fiscal Impact:	N/A	Board Date: July 18, 2016
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

RECORDING REQUESTED BY:  
Rancho Santiago Comm. College District  
2323 N. Broadway  
Santa Ana, CA 92706-1640

NO FEES CHARGED PER GOVERNMENT CODE §6103

AND WHEN RECORDED MAIL TO:

Carri Matsumoto  
Rancho Santiago Community College District  
2323 N. Broadway  
Santa Ana, CA 92706-1640

THIS SPACE FOR RECORDER'S USE ONLY

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

2323 N. Broadway  
Santa Ana, CA 92706-1640

**NOTICE OF COMPLETION**

Notice is hereby given, pursuant to the provisions of Section §9204 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as Santa Ana College, located at 1530 W. 17<sup>th</sup> Street, Santa Ana, California, caused improvements to be made to the property to with: Bid #1279 for LED Conversion of Building I & Building Z, the contract for the doing of which was heretofore entered into on the 28th day of March, 2016, which contract was made with Coast Electric PO 16-0040142 as contractor; that said improvements were completed on the 16th day of June, 2016 and accepted by formal action of the governing Board of said District on the 18th day of July, 2016; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is Developers Surety and Indemnity Company.

I, the undersigned, say: I am the Vice Chancellor of Rancho Santiago Community College District the declarant of the foregoing notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 2016 at Santa Ana, California.

Rancho Santiago Community College District of Orange County, California

by \_\_\_\_\_

Peter J. Hardash, Vice Chancellor  
Rancho Santiago Community College District

State of California  
County of Orange

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

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

To:	Board of Trustees	Date: July 18, 2016
Re:	Approval of Agreement with Dovetail Decision Consultants, Inc. for Furniture and Equipment Consulting Services for the Orange Education Center Building Certification Project	
Action:	Request for Approval	

**BACKGROUND:**

This is a new agreement for furniture and equipment design services related to the Orange Education Center Building Certification project. The District is in need of a consultant specializing in furniture and equipment design services to assist the District with a variety of tasks such as: inventory of existing furniture and equipment, preparation of space plan drawings, assistance with the product bidding, procurement, delivery and oversight of installation of new furniture and equipment.

**ANALYSIS:**

The District released a previous RFQ/RFP #1415-97 in March 2015 for a combination of furniture & equipment design services and move management services. The District received two responses and a pre-qualified list was established with one firm. A subsequent Request for Qualifications/Request for Proposal #1516-139 for Furniture and Equipment Consulting Services was released to interested vendors and advertised in multiple locations on May 10, 2016 with a due date of June 6, 2016. The District received one response from Dovetail Decision Consultants, Inc. (San Anselmo). A selection committee convened on June 9, 2016 to review the proposal and held an interview with Dovetail Decision Consultants, Inc. on June 16, 2016. The selection committee recommends Dovetail after a thorough review based upon the culmination of their RFQ/RFP response, experience, team members, approach to the project, fee, schedule and familiarity with similar projects as outlined in the RFP. It is recommended that the District enter into an agreement with Dovetail to provide furniture and equipment design services related to the Orange Education Center Building Certification Project.

The services covered by this agreement shall commence on July 19, 2016 and end June 30, 2019. The services are based on a fixed fee in the amount of \$96,575. The District has reviewed the consultant fees and are considered fair, reasonable and within industry standards.

This agreement is funded by Measure E, Budget Stabilization, Redevelopment Funds, and One-Time Mandated Cost funds.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the agreement with Dovetail Decision Consultants, Inc. for Furniture and Equipment Consulting Services for the Orange Education Center Building Certification Project as presented.

Fiscal Impact:	\$96,575	Board Date: July 18, 2016
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

# Board Agreement Summary

**Board Date: 7/18/16**

Project: Orange Education Center Building Certification

Site: Santiago Canyon College

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Consultants: **Dovetail Decision Consultants, Inc.**

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Type of Service: Furniture and Equipment Design Services

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Agreement Summary	No.	Amount	Reimbursables	Start	Duration	
					End	
Original Contract Amount		\$96,575.00	None	7/19/2016		6/30/2019
<b>Total Agreement Amount</b>		<b>\$96,575.00</b>				

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**DESCRIPTION:**

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Agreement for furniture and equipment design services related to the Orange Education Center Building Certification project

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**Total Proposed Amount:** **\$96,575.00**

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

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

To:	Board of Trustees	Date: July 18, 2016
Re:	Approval of Agreement with Stephen Payte DSA Inspections, Inc. for DSA Project Inspector Services for the ADA Improvements Phase I Project at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

This is a new agreement for Division of State Architect (DSA) project inspection services for the Americans with Disabilities Act (ADA) Improvements Phase I project at Santiago Canyon College. The project addresses scope of work associated with an accessibility lawsuit. The ADA Improvements Phase I project consists of upgrades to the parking stalls and path of travel at parking lots 1, 6 and 7 as well as upgrades to the pedestrian switchback ramp located south of the gymnasium/aquatics center adjacent the area referred to as the "Walk of Champions". This project has received DSA approval and is currently in the bidding phase. As required for all DSA projects, the District must hire a DSA-certified project inspector to ensure the project is constructed in accordance with the DSA approved plans and specifications.

**ANALYSIS:**

A Request for Proposal #1516-138 for Projector Inspector Services was released to seven pre-qualified firms on March 18, 2016 with a due date of April 6, 2016. The District received six responses from Knowland Construction Services (Rancho Palos Verdes), BPI Inspection Services (Los Angeles), Stephen Payte DSA Inspections, Inc. (Pasadena), Sandy Pringle Associates (Torrance), Martin Brothers Construction Services (Costa Mesa), and Independent Construction Inspection, Inc. (Norco). A selection committee convened to review the proposals on May 3, 2016 and interviewed Independent Construction, Inspection, Inc., Stephen Payte DSA Inspections, Inc. and Martin Brothers Construction Services on May 18, 2016. The selection and interview committee recommends Stephen Payte DSA Inspections, Inc. by consensus after a thorough review based upon the culmination of their RFP response, experience, team members, reference checks, approach to the project, fee and interview performance. It is recommended that the District enter into an agreement with Stephen Payte DSA Inspections, Inc. for DSA mandated construction inspection services for the ADA Improvements Phase I project at Santiago Canyon College.

The services covered by this agreement shall commence on July 19, 2016 and end December 31, 2017. Stephen Payte DSA Inspections, Inc. will provide a DSA Class 3 Project Inspector at an hourly rate of \$64.00/hour. They will also provide a Certified Access Specialist (CASp) Inspector for oversight, at no charge to the District. The services are based on a not-to-exceed fee of \$87,312. The District reviewed the scope of work and hourly rates. The fee is reasonable and within industry standards.

This agreement is funded by Capital Outlay Funds.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the agreement with Stephen Payte DSA Inspections, Inc. for DSA Project Inspector Services for the ADA Improvements Phase I project at Santiago Canyon College as presented.

Fiscal Impact:	\$87,312	Board Date: July 18, 2016
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

# Board Agreement Summary

**Board Date: 7/18/16**

Project: ADA Improvements Phase I

Site: **Santiago Canyon College**

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Consultants: **Stephen Payte DSA Inspections, Inc.**

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Type of Service: DSA Inspector of Record

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Agreement Summary	No.	Amount	Reimbursables	Duration	
				Start	End
Original Contract Amount		\$87,312.00	none	7/19/2016	12/31/2017
<b>Total Agreement Amount</b>		<b>\$87,312.00</b>			

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**DESCRIPTION:**

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Agreement for DSA Inspector of Record (IOR), Testing and Inspection Services for the ADA Improvements Phase I project at Santiago Canyon College

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**Total Proposed Amount:** **\$87,312.00**

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**Contract End Date:** **12/31/2017**

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

To:	Board of Trustees	Date: July 18, 2016
Re:	Accept the Completion of Bid #1272 for Building D Renovations Phase 2 Project at Santiago Canyon College and Approve a Recording of a Notice of Completion	
Action:	Request for Acceptance and Approval	

**BACKGROUND:**

On December 7, 2015, the Board of Trustees awarded Bid #1272 for Building D Renovations Phase 2 project at Santiago Canyon College to Line Tech Contractors.

**ANALYSIS:**

The Project was completed on June 24, 2016. The District, upon approval by the Board of Trustees may record a Notice of Completion with the office of The Orange County Clerk-Recorder, as outlined under California Civil Code §9204. Total cost of the project is \$175,000.

This project was funded by Capital Outlay Funds.

**RECOMMENDATION:**

It is recommended that the Board of Trustees Accept the Project as Complete and Approve the Filing of a Notice of Completion with the County as presented.

Fiscal Impact:	N/A	Board Date: July 18, 2016
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

RECORDING REQUESTED BY:  
Rancho Santiago Comm. College District  
2323 N. Broadway  
Santa Ana, CA 92706-1640

NO FEES CHARGED PER GOVERNMENT CODE §6103

AND WHEN RECORDED MAIL TO:

Carri Matsumoto  
Rancho Santiago Community College District  
2323 N. Broadway  
Santa Ana, CA 92706-1640

THIS SPACE FOR RECORDER'S USE ONLY

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

2323 N. Broadway  
Santa Ana, CA 92706-1640

## NOTICE OF COMPLETION

Notice is hereby given, pursuant to the provisions of Section §9204 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as Santiago Canyon College, located at 8045 E. Chapman Ave., Orange, California, caused improvements to be made to the property to with: Bid #1272 Building D Renovations Phase 2, the contract for the doing of which was heretofore entered into on the 7th day of December, 2015, which contract was made with Line Tech Contractors PO 16-0038822 as contractor; that said improvements were completed on the 24th day of June, 2016 and accepted by formal action of the governing Board of said District on the 18th day of July, 2016; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is Philadelphia Indemnity Insurance Company.

I, the undersigned, say: I am the Vice Chancellor of Rancho Santiago Community College District the declarant of the foregoing notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 2016 at Santa Ana, California.

Rancho Santiago Community College District of Orange County, California

by \_\_\_\_\_

Peter J. Hardash, Vice Chancellor

Rancho Santiago Community College District

State of California  
County of Orange

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

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

To:	Board of Trustees	Date: July 18, 2016
Re:	Approval of Agreement with Vectus Wireless	
Action:	Request for Approval	

**BACKGROUND**

In July 2016 classes begin at the Orange Education Center located temporarily at 1572 N. Main St. in Orange. A temporary network connectivity method is required until Dark Fiber services can be initiated.

The ITS team is working on a long-term Dark Fiber connectivity solution for this temporary location which has an estimated lead time of at least six to nine months before services can be installed.

**ANALYSIS**

ITS has received a proposal from Vectus Wireless to establish short term wireless connectivity which can be initiated within a two to three-week time period.

The District would like to enter into an agreement with Vectus Wireless for internet connectivity at the Orange Education Center on Main Street. The term of the contract is 12 months. The fiscal impact will be a one-time \$4,000 implementation fee which will cover the cost of installation and a monthly recurring fee ranging from \$2,200 (Option 1 - for a bandwidth rate of 100 Mbps) to a maximum of \$3,750 (for a bandwidth rate of 500 Mbps). ITS will determine the most suitable bandwidth rate based on class needs at the site.

This project will be funded through the Adult Education Block Grant.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the agreement with Vectus Wireless as presented.

Fiscal Impact:	\$4,000 (one-time implementation fee) \$2,200 to \$3,975.00 (monthly charge for 12 months)	Board Date: July 18, 2016
Prepared by:	Jesse Gonzalez, Director Network and Communications	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



July 5, 2016

Attn: Mr. Jesse Gonzalez - Director of Network & Communications  
Client: Rancho Santiago Community College District (RSCCD)  
Subject: Internet Services Upgrade / Modify Options  
Service Site: 1572 N. Main Street; Orange, CA

Dear Jesse Gonzalez:

In way of follow up to RSCCD request for 1572 N. Main Street, Orange, CA location internet service upgrade solution and pricing options.

Please see below notes, fees, taxes, change charges, bandwidth upgrade optional pricing for 300 and 500mb service from 100mb. In addition, please see below also 3 pricing options sent previously for RSCCD to modify existing internet services from Vectus Wireless.

\*\*A site Survey, and property management approval for equipment placement will be required in order to guarantee service to RSCCD. The site survey is required as standard operating procedure, in order to upgrade to 100mb or greater capacity at 1572 N. Main Street; Orange, Ca site.

\*\* Installation date is contingent upon site survey line of sight, all documentation being completed in timely manner, and installation schedule of Vectus technicians.

**Option 1**

One-year term, 24 Ghz Radio, Tower 90' Guyed Tower  
100mb bandwidth symmetrical scale to 500mb

\$2,200.00 Monthly Fee  
\$4,000.00 Install Fee (radio, tower, labor)

**Option 2**

One-year term - 24 Ghz Radio, Tower 90' Guyed Tower  
100 mb bandwidth symmetrical, scale to 500mb

2,650.00 Monthly Fee  
\$ 0.00 Install Fee (radio, tower, labor)

**Option 3**

Two-year term, 24 Ghz Radio, Tower 90' Guyed Tower  
100mb internet bandwidth symmetrical, scale to 500mb

\$1,329.00 Monthly Fee  
\$4,500.00 Install Fee (radio, tower, labor)

Vectus Wireless 18685 Main Street, 101 / PMB 36, Huntington Beach CA 92648; 866-4-VECTUS

**EXPANDED INTERNET SERVICE PRICING OPTIONS (300 / 500 mb)**

One Year Term 24 Ghz Radio, Tower 90' Guyed Tower  
300 mb internet bandwidth symmetrical, scale to 500mb

\$3,300.00 Monthly Fee  
\$ 0.00 Upgrade Fee from 100mb

One Year Term 24 Ghz Radio, Tower 90' Guyed Tower  
500 mb internet bandwidth symmetrical. Maximum bandwidth capacity

\$3,750.00 Monthly Fee  
\$ 0.00 Upgrade Fee from 100mb

**FEES & CHARGES**

**CONTINUATION:**

If RSCCD changes 100 mb to 300mb or 500mb bandwidth, Vectus will change service to requested bandwidth, and RSCCD be billed associated bandwidth fee for 300 or 500mb. (no equipment changes, or charges based on current technology)

**WIRELESS RADIOS:**

Vectus Wireless radios will utilize 24 Ghz frequency signal, and have maximum bandwidth capacity of 500mb without changes or modifications to network

**UPGRADE FEES:**

If RSCCD request upgrade to new service level bandwidth, Vectus will not bill for separate Upgrade Service Fees. RSCCD will only be billed for additional bandwidth of 300 or 500mb

**MOVE FEES:**

If RSCCD request service to be moved from 1572 N Main Street; Orange to an entirely new service address, Vectus will require Site Survey, and "TBD" Labor, Install Fees may be associated.

**TAXES:** There are no taxes associated with billing for the wireless internet services, based on current regulations.

**EARLY TERMINATION LIABILITY FEES:**

(ETL) fees are equivalent to 50% of current monthly recurring fees charged by Vectus Wireless to customer, multiplied by remaining months of contract term  
Example of (ETL) Early Termination Liability: (12 Month Term contract, RSCCD cancels after 6 months; pricing sample for ETL only- \$1,000.00 Monthly Recurring Fee, divided by 50% = \$500.00, multiplied by 6 months remaining on term; \$3,000.00 due ETL

**INSTALLATION:** installation date will be determined after site survey, roof access agreements approved, and approximately 30 days, or soonest available date for RSCCD

Thank you for the opportunity to support RSCCD, we will be available to address any other questions, services or requirements as needed.

Sincerely,

David Saylor – President  
Vectus Wireless

Ron Mills President  
Resource Technology, LLC / Vectus Channel Partner

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

To:	Board of Trustees	Date: July 18, 2016
Re:	Approval of Request for Proposals (RFP) #1287 Dark Fiber Connectivity	
Action:	Request for Approval	

**BACKGROUND**

In February 2016, the District entered into an agreement to lease a standalone building, consisting of approximately 8,400 square feet, located at 1572 N. Main St., Orange, CA 92867. The building will serve as a branch location of Santiago Canyon College's Division of Continuing Education for the purpose of providing noncredit (adult education) classes, student support services, and offices to support Rancho Santiago Adult Education Consortium goals and priorities.

This new location requires dark fiber connectivity to connect to the District Office. The cost to procure the dark fiber exceeded the bid limit, therefore, bidding an RFP was required.

**ANALYSIS**

The District issued a Request for Proposals (RFP) #1287 Dark Fiber Connectivity and advertised in compliance with Education Code §81641. A total of seven (7) bidders were sent the RFP including other interested parties via the District's website.

One company, Wilshire Connection LLC dba Wilcon responded to the RFP. The main reason for not receiving more than one response is because the other bidders do not have fiber in the area and it would be too costly and time consuming to build and therefore, would not be competitive.

The Information Technology Department reviewed the RFP response from Wilcon and finds it acceptable.

Wilcon is the District's existing dark fiber provider for connectivity to all of the District sites including satellite locations. Wilcon has an advantage due to the fact that they already have existing infrastructure in place at the District Office for immediate connectivity. Their solution includes two pairs or four strands of single mode fiber at no additional cost which will provide scalability for future growth. Wilcon owns their fiber, rather than leasing it from another carrier which will streamline troubleshooting during any outages. Wilcon has been a responsive and thorough vendor over the past few years and our connectivity has been extremely reliable.

The initial term of the contract is 36 months with the option to renew seven additional one-year periods. The fiscal impact will be a one-time \$3,975 implementation fee which will cover the cost of installation and a monthly recurring fee of \$3,975. This project will be funded through the Adult Education Block Grant.

## **RECOMMENDATION**

It is recommended that the Board of Trustees accept the bid and approve the award of RFP #1287 Dark Fiber Connectivity to Wilshire Connection LLC dba Wilcon as presented.

Fiscal Impact:	\$3,975.00 (one-time implementation fee) \$3,975.00 (monthly charge)	Board Date: July 18, 2016
Prepared by:	Tracey Conner-Crabbe, Director of Purchasing Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

## MASTER SERVICE AGREEMENT

This Master Service Agreement ("MSA") is made and entered into as of \_\_\_\_\_ ("Effective Date") by and between WILCON OPERATIONS LLC DBA WILCON, on behalf of itself and its subsidiaries ("Wilcon"), with a principal place of business at 624 South Grand Avenue, Suite 2500, Los Angeles, California 90017 and \_\_\_\_\_ ("Customer"), with a principal place of business at \_\_\_\_\_.

Wilcon and Customer are referred to individually as "Party" and collectively as the "Parties." This MSA, the attached Service Schedule(s) and all Orders (as defined below) are collectively referred to as the "Agreement."

### RECITALS

WHEREAS, Wilcon owns and operates fiber optic and datacenter facilities and is in the business of providing colocation, fiber, transport services, and other interconnection services; and

WHEREAS, Wilcon desires to provide, and Customer desires to obtain, the services described in the attached service schedules (each, a "Service Schedule") as indicated in Exhibit A pursuant to the terms and conditions set forth in the Agreement ("Service", or collectively, the "Services").

NOW, THEREFORE, in consideration of the recitals and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

### AGREEMENT

#### ARTICLE 1- ORDERING, BILLING AND PAYMENT

**1.1 Service Schedules.** The Parties shall execute a separate Service Schedule for each Service that Customer desires to order from Wilcon. From time to time, Customer may desire to order Services pursuant to a Service Schedule that was not initially made part of the Agreement. In such event, the Parties shall execute and attach the appropriate, and at such time currently available, Service Schedule to the Agreement. If no such Service Schedule is executed and made a part of the Agreement, then the Service shall be provided subject to Wilcon's standard terms and conditions for such Service.

**1.2 Ordering.** Customer may submit a service order form (each, an "Order") for Services under the Agreement. All Orders are subject to acceptance by Wilcon. The initial term of each Service ("Service Commitment Period") shall be set forth in the applicable Order. Purchase orders issued by Customer shall not be deemed to amend, modify or supplement the Agreement or any Order issued hereunder and shall not be binding on Wilcon.

**1.3 Testing and Billing.** Wilcon shall use commercially reasonable efforts to deliver Services to Customer in accordance with the install interval as identified in an Order, provided however that, if Wilcon fails to deliver Service within the install interval identified in an Order, Wilcon shall not be subject to any liability and such failure shall not in any manner affect the validity of an Order nor the obligations of the Parties under any Order and MSA but for the obligation of the Customer to pay for the Service, which obligation shall not begin unless and until the Services are accepted in accordance with the acceptance procedure set forth in this Section. Unless otherwise agreed upon by the Parties in the applicable Service Schedule(s), upon receipt of Wilcon's notification that a Service is available for usage or has been rendered, as the case may be (the "Test Notice"), Customer shall have forty-eight (48) hours after to test such Service (the "Test Period"). If Customer discovers a defect with the Service during the Test Period, Customer shall immediately provide notice of such defect to Wilcon's Network Operations Center (888) 600-2800, detailing the applicable issue (the "Defect Notice"). Upon receipt of the Defect Notice, Wilcon shall use commercially reasonable efforts to remedy the applicable defect, at

which time Customer shall be provided with another Test Notice. Unless otherwise expressly stated in the applicable Order, billing for monthly recurring charges ("MRC") for Services shall be expressly deemed to have commenced upon the earlier to occur of (a) the date of the Test Notice if Customer does not provide a Defect Notice prior to the expiration of the Test Period, or (b) usage by Customer of such Service for any purpose other than testing. As compensation for Services provided by Wilcon, Customer shall pay the non-recurring charges and MRC specified in the applicable Order within forty (40) calendar days. Unless otherwise specified in a Service Schedule, Wilcon shall render invoices monthly in advance to the email address or mailing address set forth below.

**Wilcon will send invoices to:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Email: \_\_\_\_\_

**Customer will send payments to:**

WILCON  
 624 South Grand Avenue, Suite 2500  
 Los Angeles, California 90017  
 Attn: Accounts Receivable

Any changes to the invoice or payment address shall be made to the other Party in writing in accordance with the notice provision set forth in this MSA.

**1.4 Nonpayment and Disputes.** Should Customer fail to make payment by the due date set forth on the invoice, Wilcon may suspend Service upon thirty (30) days email notice and opportunity to cure. In addition to any other remedies for nonpayment, the unpaid balance of any past due invoices shall bear interest at a rate of one and a half percent (1.5%) per month (as prorated on a daily basis). If a lesser interest rate is required by law, the maximum legal rate shall be charged. If Wilcon ceases providing Services to Customer pursuant to this Section 1.4, Wilcon will use commercially reasonable effort to resume providing such Services within twenty-four (24) hours after the receipt of payment of all past due invoices and interest and other charges applicable.

If Customer in good faith, disputes any amount in an invoice that has been charged by Wilcon to Customer under the Agreement or any Order(s), Customer shall notify Wilcon in writing at [billing@wilcon.com](mailto:billing@wilcon.com) of such good faith dispute ("Good Faith Dispute Notice") no later than thirty (30) days after Customer's receipt of such invoice; provided, however, that Customer shall not be permitted to dispute specific dollar amount set forth in the Agreement or Order. Customer will not be responsible for any late fees accruing on any such disputed amount only if Customer is able to demonstrate to the reasonable satisfaction of Wilcon, within thirty (30) days after Wilcon's receipt of Customer's Good Faith Dispute Notice, that such disputed amount was erroneously charged to the Customer.

**1.5 Taxes and Regulatory Surcharges.** Wilcon shall be solely liable for payment of any and all excise, sales, use or other governmental taxes or fees imposed by any governmental authority in connection with the Services performed hereunder as applicable at the Commencement Date, for which payments Wilcon shall invoice Customer separately. Wilcon shall not be responsible for any ad valorem taxes imposed in connection with the Services performed hereunder.

**1.6 Reseller Exemption.** If appropriate, upon execution of this MSA, Customer shall provide Wilcon with a properly executed reseller

exemption certificate on Wilcon's approved certificate form. Wilcon shall give effect to such certificate on a prospective basis from the date of receipt, subject to applicable law with respect to acceptance of such certificates of tax exemption. Further, to the extent required, Customer shall annually provide Wilcon with a properly executed certificate of Universal Service Fund ("USF") exemption certificate, which form Wilcon will provide to Customer. Wilcon shall give effect to such certificate on a prospective basis from the date of receipt, subject to applicable law with respect to acceptance of such certificates of USF exemption. Failure to return an executed exemption certificate may result in USF pass-through surcharges, to the extent permitted by Federal Communications Commission regulations.

**1.7 Termination of Service.** Customer may terminate a particular Service prior to the expiration of the Service Commitment Period by providing Wilcon thirty (30) days' prior written notice and paying, on or before the effective date of such termination and notwithstanding any limitation of liability set forth in this MSA, an early cancellation charge (as liquidated damages and not as a penalty) equal to all unpaid non-recurring charges plus 100% of the unpaid MRC that would have been incurred for the Service through the end of the Service Commitment Period.

**ARTICLE 2- TERM AND TERMINATION**

**2.1 Term of Agreement.** The initial term of this MSA is three (3) years ("Term"), commencing on the Effective Date. The term of any executed Service Schedule shall be coterminous with the Term. Upon written notice, given not less than ninety (90) days prior to expiration of the Term or effective extension, and not rejected in writing by the other Party within that time, by either of the Parties, (a) the Term of this MSA shall renew for an additional term of one (1) year each, not to exceed an additional period of seven (7) years beyond the initial Term. In the event no extension is so agreed, the Term for this MSA shall terminate at the end of the Term along with each then effective Service Commitment Period for each Order

**2.2 Customer Default.** Customer shall be in default (a "Customer Default") under the Agreement upon the occurrence of (a) any failure of Customer to pay any amounts due under the Agreement that is not cured upon thirty (30) days email notice and opportunity to cure; (b) any breach by Customer of any material provision of the Agreement (other than payment terms), which results in material detriment to Wilcon, that is not cured within the notice period.

**2.3 Wilcon Default.** Wilcon shall be in default (a "Wilcon Default") under the Agreement upon the occurrence of any material breach by Wilcon of any provision of the Agreement that is not cured upon thirty (30) days' written notice and opportunity to cure.

**2.4 Termination for Convenience.** Wilcon may terminate the Agreement (or any affected Order) if any portion of the premises used by Wilcon to provide the Services becomes subject to a condemnation proceeding or is condemned, Wilcon's possession is otherwise terminated or abated or Wilcon is prevented by an even of force majeure from providing to Customer Services for a period exceeding twenty (20) days.

**2.5 Remedies.** If there exists a Customer Default, then Wilcon may terminate or suspend the applicable Service(s) or terminate the Agreement upon written notice to Customer, and upon any such termination the charges set forth in Article 1.7 shall apply. If there exists a Wilcon Default, then Customer may terminate the applicable Services upon written notice to Wilcon, and shall not be liable to Wilcon for payment of any compensation, whatsoever, in relation to this Agreement during such period of default. Notwithstanding the foregoing, the Parties agree that Customer shall remain liable to Wilcon for any accrued accounts or payments owed to Wilcon prior to the default by Wilcon or, if Customer is in default, owed to Wilcon as of the time of Service termination by Wilcon.

**ARTICLE 3- INDEMNIFICATION AND LIMITATION OF LIABILITY**

**3.1 Indemnification.** Wilcon agrees to and does hereby defend, indemnify and hold harmless Customer, the State of California and their officers, employees, agents and independent contractors (the

"Indemnified Parties") from every claim or demand made, and every liability, loss, damage, expense or attorneys fees of any nature whatsoever, which may be incurred by reason of:

- a. Liability for: (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law, this Agreement or any covenant, condition or term incorporated herein; or (4) any other loss, damage or expense, sustained by any person, firm or entity arising from any act, omission or breach of Wilcon or any person, firm or corporation employed by, under contract with, or acting on behalf of Wilcon, arising out of or in any way connected with the Services pursuant to this Agreement or any covenant, condition or term incorporated herein, whether said injury or damage occurs either on or off Customer property, except for liability resulting from the sole or active negligence, or the willful misconduct of the Indemnified Parties; and
- b. Any dispute between Wilcon and Wilcon's subcontractors or suppliers, including, but not limited to, any failure or alleged failure of the Wilcon (or any person hired or employed directly or indirectly by the Wilcon) to pay any subcontractor or material supplier of any tier or any other person employed in connection with the Services and/or filing of any stop notice or mechanic's lien claims.
- c. Wilcon, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Customer, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified in this Section and shall pay or satisfy any judgment that may be rendered against the Customer, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

**3.2** Upon termination, Wilcon shall provide the Customer with all documents produced maintained or collected by Wilcon pursuant to this Agreement, whether or not such documents are final or draft documents.

**3.3 LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, COVER, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES OR FOR LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER INCLUDING, BUT NOT LIMITED TO LOSS OF REVENUE OR BUSINESS, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR RESTORATION COSTS, REGARDLESS OF THE FORSEEABILITY THEREOF. OTHER THAN FOR LIABILITIES ARISING FROM WILCON'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT SHALL WILCON BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE ACTS OR OMISSIONS OF THIRD PARTIES, INCLUDING UNDERLYING SERVICE

PROVIDERS, OR ANY THIRD PARTY EQUIPMENT OR SERVICES NOT PROVIDED BY WILCON.

**3.4 WARRANTY DISCLAIMER.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, WILCON MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, AND EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, FOR THE SERVICES OR FACILITIES CONTEMPLATED BY THE AGREEMENT.

#### ARTICLE 4-CONFIDENTIALITY

**4.1 Confidential Information.** Each Party acknowledges that the other Party may disclose confidential information to it (“**Confidential Information**”) in the performance of the Agreement. Each Party further acknowledges the other Party’s assertion that its Confidential Information is deemed to include valuable trade secrets, customer information, pricing information exchanged in connection with the Agreement, proprietary network information, confidential business information, other information deemed proprietary by the disclosing Party, and information required to be maintained as confidential under applicable law, to the extent such material is conspicuously designated in writing on each page thereof as “CONFIDENTIAL”. Other than as required by law, including, without limitation, under the California Public Records Act, or as directed by any Court or other entity or person with legal authority to compel disclosure of the Confidential Information, each Party shall: (i) hold the Confidential Information disclosed by the other Party confidential; (ii) use and disclose such Confidential Information only with the receiving Party’s employees and contractors who have a need to know and only for the purposes of the Agreement, except as may be permitted in a written agreement signed by the disclosing Party; and (iii) protect such Confidential Information from access, use, and disclosure that is not strictly required for the performance of the Agreement using the same degree of care as it employs for its own Confidential Information but in no event less than a reasonable degree of care for such Confidential Information. For the purposes of the Agreement only, “employees” also includes individual third parties retained for consultative services or temporary administrative, clerical or programming support. A “need to know” means that the employee requires the Confidential Information to perform his or her responsibilities relative to the limited purposes of the Agreement. The requirement to maintain information as confidential shall survive the expiration or termination of the Agreement for a period of three (3) years.

**4.2 Exclusions.** The obligations of this Article 4 do not apply to any Confidential Information that the receiving Party can demonstrate: (i) is or becomes available to the public through no breach of the Agreement; (ii) was previously known by the receiving Party without any obligation to hold it in confidence; (iii) is received from a third party free to disclose such information without restriction; (iv) is independently developed by the receiving Party without the use of Confidential Information of the disclosing Party; (v) is approved for release by written authorization of the disclosing Party, but only to the extent of such authorization; or (vi) is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure, and only if the receiving Party first gives sufficient notice to the disclosing Party of the requirement for disclosure in order to allow the disclosing Party an opportunity to obtain an appropriate protective order. This Agreement, any billing or payment records, claims or correspondence between the Parties, are subject to disclosure under the California Public Records Act, without notice to the other Party.

**4.3 Customership.** Confidential Information, including permitted copies, is deemed the exclusive property of the disclosing Party. The receiving Party shall, within ten (10) business days of a written request by the disclosing Party, return all Confidential Information (or any designated portion thereof), including all copies thereof, to the disclosing Party or, if so directed by the disclosing Party, destroy such Confidential Information. The receiving Party shall also, within five business days of a written request by the disclosing Party, certify in writing that it has satisfied its obligations under this paragraph.

**4.4 Remedies.** The Parties agree that an impending or existing violation of any provision of this Article 4 would cause the disclosing Party irreparable injury for which it would have no adequate remedy at law, and agree that the disclosing Party shall be entitled to immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it. The remedies set out in this paragraph shall survive the termination of the Agreement.

#### ARTICLE 5- MISCELLANEOUS

**5.1 Non-Solicit.** In view of Wilcon’s significant investments in its personnel, and specifically in the personnel who are to provide Services to Customer, Customer agrees that it shall not solicit for employment nor employ any Wilcon employee or representative who is or was actively involved in the performance and/or provisioning of Services under the Agreement without Wilcon’s express prior written consent for a period of until one (1) year after termination of the Agreement. However, this provision does not prohibit employees from responding to general, public solicitations by Customer for a particular position or job opening, and does not prohibit Customer from informing Wilcon employees or representatives of such general, public solicitations.

**5.2 Customer Responsibilities.** Customer acknowledges and agrees that Customer is solely responsible for the accuracy of all information that it provides to Wilcon. Customer shall be responsible for all of the security and confidentiality of information it transmits using a Service and shall indemnify, defend, and hold Wilcon harmless from any claims related to Customer’s failure to comply with this provision. Customer shall be responsible for all Customer support, pricing and service plans, billing and collections with respect to its own customers or end users. Customer shall abide by Wilcon’s Customer Policies and Procedures, as provided in writing to Customer and incorporated herein as Exhibit A. Said Customer Policies and Procedures may be amended from time to time in Wilcon’s sole discretion, effective thirty (30) days after having been provided to Customer, during which period Customer may elect to accept the amended Customer Policies and Procedures or terminate this Agreement, without further liability to Wilcon.

**5.3 This Section Reserved.**

**5.4 Intellectual Property and Trade Secrets.** Except as expressly granted herein, nothing in the Agreement shall be construed to constitute a grant by either Party of a license or of any rights whatsoever to any of the other Party’s or its third party licensor’s patents, copyrights, trademarks, trade names, logos, product and proprietary identifiers, trade secrets, technical know-how, documentation and any and all other proprietary or other intellectual property, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide or trade secrets, which are and shall remain the exclusive property of the respective Parties. Notwithstanding the foregoing, the Parties hereto grant each other the right to use its trademarks, service marks, trade names, logos, copyrights, or other designations (collectively, the “Marks”) in any promotion, publication, website, owned and operated by each Party and/or its subsidiaries, or press release, during the Term or effective extension thereof, provided however that such Marks shall not be used in any manner, which may be considered disparaging or negative and provider, further, that either Party may require the other to cease and desist from such use of Marks in the requesting Party’s sole discretion.

**5.5 Wilcon Reserved Rights.** Without limiting any other rights which it may have, Wilcon expressly reserves the right to accept or reject any proposed Customer Order.

**5.6 Acceptable Use Content Disclaimer.** Customer acknowledges that Wilcon has no control over, or responsibility for, information or other content that Customer or Customer’s users may access or receive from third parties via the Internet or otherwise through the use of the Services. Customer acknowledges that Wilcon exercises no control over, and accepts no responsibility for, the content of the information passing through its network, Customer equipment, Service equipment or a Service, and use of any such content is at Customer’s own risk. Customer acknowledges that Customer shall be solely liable and responsible for the content of any communications transmitted via the Services. Customer shall comply with all local, state, federal and international laws with respect to the use of the Services obtained from

Wilcon pursuant to the Agreement. Customer's use of the Services may only be for lawful purposes and is subject to Wilcon's Acceptable Use Policy ("AUP") and its security procedures and regulations, provided in writing to Customer and incorporated herein as Exhibit B. Said AUP and security procedures and regulations may be amended from time to time, effective thirty (30) days after having been provided to Customer, during which period Customer may elect to accept the amended Customer Policies and Procedures or terminate this Agreement, without further liability to Wilcon. Customer may not hold itself out as Wilcon or otherwise provide services to its customers or end users in any way that may confuse anyone as to the source of the Service.

**5.7 Governing Law and Dispute Resolution.** The Agreement shall be construed under the laws of the State of California without regard to its conflicts of law or choice of law principles. Any controversy or claim not settled by the Parties arising out of or relating to the Agreement shall be resolved in the city of Los Angeles by arbitration in accordance with the expedited rules of the American Arbitration Association ("AAA"). The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. § 1 *et seq.*, and judgment upon the award rendered by the arbitrator may be entered by any court with jurisdiction. Wilcon and Customer shall cooperate with the AAA and with one another in selecting an arbitrator from the AAA's panel of neutrals, and in scheduling the arbitration proceedings. The arbitrator is not empowered to award damages in excess of the damages that may be awarded to a Party pursuant to the terms of the Agreement. Each Party will bear its own costs in any arbitration. Notwithstanding the foregoing, either Party may bring a claim for injunctive relief in the federal or state courts of the State of California without first submitting the claim to arbitration.

**5.8 Assignment.** Neither party may assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld, except that a Party may assign, upon written notice to the other Party, its rights and obligations hereunder: (a) to its subsidiary, parent or affiliate; (b) pursuant to any sale or transfer of all or substantially all of its assets; or (c) pursuant to any financing, sale, merger, consolidation, other business combination or reorganization; provided, that such assignment shall not relieve any Party of its obligations to perform and remain responsible under the Agreement and that the assignee assumes, and is capable of performing, all the obligations set forth herein.

**5.9 Regulatory Matters.** The Agreement is made expressly subject to all present and future valid orders and regulations of any governmental authority having jurisdiction over the subject matter hereof and to the laws of the United States of America, any of its states, or any foreign governmental agency having jurisdiction. The Parties further represent and warrants that each shall comply with all regulations and laws applicable to its services including, but not limited to, the Communications Act of 1934, as amended and the regulations of the Federal Communications Commission. Regulated Services shall be provided by one of Wilcon's regulated operating subsidiaries (including, but not limited to, Freedom Telecommunications, LLC or Wilshire Connection, LLC), who hold any and all required regulatory, state and federal licenses to provide such Services

**5.10 Public Project.** All work involving installation and/or construction undertaken by Provider in connection with this Agreement ("Work") is subject to the California Prevailing Wage Law. Provider shall be responsible for complying with the requirements of this legal structure, as set forth herein.

**a. Wage Rates**

Pursuant to the provisions of Article 2 (commencing at § 1720), Chapter 1, Part 7, Division 2, of the Labor Code, the Customer has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public works project is to be performed for each craft, classification, or type of worker needed for this Project from the Director of the Department of Industrial Relations ("Director"). These rates are on file at the administrative office of the Customer and are also available from the Director of the Department of Industrial Relations. Copies will be made available to any interested party on request. Wilcon shall post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

Any worker employed to perform Work on the Project, but such Work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

**b. Holiday and Overtime Pay**

Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the Contract Documents or authorized by law.

**c. Wage Rates Not Affected by Subcontracts**

Wilcon shall pay and shall cause to be paid each worker engaged in the execution of the Work on the Project not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between Wilcon or any Subcontractor and such workers.

**d. Per Diem Wages**

Wilcon shall pay and shall cause to be paid to each worker needed to execute the Work on the Project per diem wages including, but not limited to, employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided for in Labor Code § 1773.1.

**e. Forfeiture and Payments**

Pursuant to Labor Code § 1775, Wilcon shall forfeit to the Customer, not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing wages rates as determined by the Director of the Department of Industrial Relations, for the work or craft in which the worker is employed for any Work done under the Agreement by Wilcon or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of: (1) whether Wilcon or Subcontractor's failure to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily correct upon being brought to the attention of Wilcon or Subcontractor; and (2) whether Wilcon or Subcontractor has a prior record of failing to meet its prevailing wage obligations.

**f. Monitoring and Enforcement**

Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE). Wilcon and all Subcontractors shall be required to furnish, at least monthly, certified payroll records directly to the Labor Commissioner in accordance with Labor Code section 1771.4. All payroll records shall be furnished in a format required by the Labor Commissioner. Wilcon and all Subcontractors must sign up for, and utilize, the Labor Commissioner's electronic certified payroll records submission system. The Customer will have direct and immediate access to all CPRs for the Project that are submitted through the Labor Commissioner's system. The Customer can use this information for any appropriate purpose, including monitoring compliance, identifying suspected violations, and responding to Public Records Act requests.

The Labor Commissioner/ DLSE may conduct various compliance monitoring and enforcement activities including, but not limited to, confirming the accuracy of payroll records, conducting worker interviews, conducting audits, requiring submission of itemized statements prepared in accordance with Labor Code section 226, and conducting random in-person inspections of the Project site ("On-Site

Visits"). On-Site Visits may include inspections of records, inspections of the Work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the Labor Commissioner/DLSE to ensure compliance with prevailing wage requirements. The Labor Commissioner/DLSE shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner/DLSE.

Any lawful activities conducted or any requests made by the Labor Commissioner/DLSE shall not be the basis for any delays, claims, costs, damages or liability of any kind against the Customer by Wilcon. and all Subcontractors shall cooperate and comply with any lawful requests by the Labor Commissioner/ DLSE. The failure of the Labor Commissioner, DLSE, or any other entity related to the Department of Industrial Relations to comply with any requirement imposed by the California Code of Regulations, Title 8, Chapter 8 shall not of itself constitute a defense to the failure to pay prevailing wages or to comply with any other obligation imposed by Division 2, Part 7, Chapter 1 of the Labor Code.

Prior to commencing any Work on the Project, Wilcon shall post the required notice/poster required under the California Code of Regulations and Labor Code section 1771.4 in both English and Spanish at a conspicuous, weatherproof area at the Project site. The required notice/poster is available on the Labor Commissioner's website.

g. Payroll Records.

Pursuant to §1776 of the Labor Code, Wilcon and each Subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the Project

All payroll records as specified in Labor Code §1776 of Wilcon and all Subcontractors shall be certified and furnished directly to the Labor Commissioner in accordance with Labor Code §1771.4(a)(3) on a monthly basis (or more frequently if required by the Customer or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Payroll records as specified in Labor Code §1776 shall be certified and submitted to the Customer with each application for payment. All payroll records shall be available for inspection at all reasonable hours at the principal office of Wilcon on the following basis:

1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
2. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of Customer, the Division of Labor Standards Enforcement or the Division of Apprenticeship Standards of the Department of Industrial Relations.
3. A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through the Customer, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Paragraph (2) above, the requesting party shall, prior to being provided the records, reimburse the costs, according to law for the preparation by Wilcon, Subcontractor(s), and the entity through which the request was made. The public shall not be given access to such records at the principal office of Wilcon.

The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division of Labor Standards Enforcement.

Wilcon or Subcontractor(s) shall file a certified copy of all payroll records with the entity that requested such records within 10 calendar days after receipt of a written request.

Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the Customer, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of Wilcon awarded the Contract or the Subcontractor(s) performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided non-redacted copies of certified payroll records.

Wilcon shall inform the Customer of the location of all payroll records, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

Wilcon or Subcontractor(s) shall have 10 calendar days in which to comply subsequent to receipt of a written notice requesting payroll records. In the event that Wilcon or Subcontractor(s) fails to comply within the 10-day period, Wilcon or Subcontractor(s) shall, as a penalty to the Customer, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

Responsibility for compliance with this Article shall rest upon Wilcon.

h. Withholding of Contract Payments & Penalties

The Customer may withhold or delay contract payments to Wilcon and/or any Subcontractor if:

- 2) The required prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations is not paid to all workers employed on the Project; or
- 3) Wilcon or Subcontractor(s) fail to submit all required certified payroll records with each application for payment, but not less than once per month; or
- 4) Wilcon or Subcontractor(s) submit incomplete or inadequate payroll records; or
- 5) Wilcon or Subcontractor(s) fail to comply with the Labor Code requirements concerning apprentices; or
- 6) Wilcon or Subcontractor(s) fail to comply with any applicable state laws governing workers on public works projects.

i. Apprentice Wages and Definitions

All apprentices employed by Wilcon to perform services under the Contract shall be paid the standard wage paid to apprentices under the

regulations of the craft or trade for which he or she is employed, and as determined by the Director of the Department of Industrial Relations, and shall be employed only at the craft or trade to which he or she is registered. Only apprentices, as defined in §3077 of the Labor Code, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprenticeship agreements under Chapter 4 (commencing with §3070) of Division 3, are eligible to be employed under this Contract. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training, or in accordance with the rules and regulations of the California Apprenticeship Council.

j. Employment of Apprentices

Wilcon agrees to comply with the requirements of Labor Code §1777.5. Wilcon awarded the Project, or any Subcontractor under him or her, when performing any of the Work under the Contract or subcontract, employs workers in any apprenticeable craft or trade, Wilcon and Subcontractor shall employ apprentices in the ratio set forth in Labor Code §1777.5. Wilcon or any Subcontractor must apply to any apprenticeship program in the craft or trade that can provide apprentices to the Project site for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving Wilcon or Subcontractor, shall arrange for the dispatch of apprentices to Wilcon or Subcontractor upon Wilcon's or Subcontractor's request. "Apprenticeable craft or trade" as used in this Article means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the California Apprenticeship Council. The ratio of work performed by apprentices to journeyman employed in a particular craft or trade on the Project shall be in accordance with Labor Code §1777.5.

k. Submission of Contract Information

Prior to commencing Work on the Project, Wilcon and Subcontractors shall submit contract award information to the applicable apprenticeship program(s) that can supply apprentices to the Project and make the request for the dispatch of apprentices in accordance with the Labor Code. The information submitted shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the Customer if requested. Within 60 days after concluding Work on the Project, Wilcon and Subcontractors shall submit to the Customer, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the Project.

l. Apprentice Fund

Wilcon or any Subcontractor under him or her, who, in performing any of the Work under the Contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the Director determines is the prevailing amount of apprenticeship training contributions in the area of the Project. Wilcon and Subcontractors may take as a credit for payments to the California Apprenticeship Council any amounts paid by Wilcon or Subcontractor to an approved apprenticeship program that can supply apprentices to the Project. Wilcon and Subcontractors may add the amount of the contributions in computing his or her bid for the Contract.

m. Prime Contractor Compliance

The responsibility of compliance with Article 13 and §1777.5 of the Labor Code for all apprenticeable occupations is with Wilcon as the Prime Contractor. Wilcon or any Subcontractor that knowingly violates

the provisions of this Article or Labor Code §1777.5 shall be subject to the penalties set forth in Labor Code §1777.7.

n. DIR Registration as Public Works Contractor

The Work is a public works project as defined in Labor Code section 1720. Wilcon and all subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with DIR and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project. For more information and up to date requirements, contractors are recommended to periodically review the DIR's website at [www.dir.ca.gov](http://www.dir.ca.gov). Wilcon shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirements implemented by DIR applicable to its services or its subcontractors throughout the term of the Agreement and in no event shall contractor be granted increased payment from the Customer or any time extensions to complete the Project as a result of contractor's efforts to maintain compliance with the Labor Code or any requirements implemented by the DIR. Failure to comply with these requirements shall be deemed a material breach of this Agreement and grounds for termination for cause. The contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the Customer or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. The Customer reserves the right to withhold contract payments if the Customer is notified, or determines as the result of its own investigation, that contractor is in violation of any of the requirements set forth in Labor Code section 1720 et seq. at no penalty or cost to the Customer. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

**5.11 Force Majeure.** In no event shall a Party have any claim or right against the other Party for any failure of performance in accordance with the Agreement due to causes beyond its reasonable control, except for money payments due ("Force Majeure Event"), including, without limitation, an Act of God, fire, explosion, flood, earthquake, drought, or other natural catastrophe, pest damage, laws, orders, rules, regulations, directions or actions of governmental authorities, national emergency, riot, energy or power shortage, act of terrorism or war, acts or omissions of other carriers, or labor dispute and any effects there from, including but not limited to, vandalism, thirty party theft, computer, voicemail, email, or other telecommunications system failure or failure to secure or loss of the right to possess facilities required to render the Services.

**5.12 Conflicts.** Without in any way diminishing the nature of this MSA, the Service Schedules and the Orders as one integrated, non-severable agreement, in the event of any inconsistency between or among this MSA, a Service Schedule or an Order, the following order of precedence shall prevail (from highest priority to lowest): the specific pricing and payment terms contained in an Order, the provisions contained in this MSA, the applicable Service Schedule and the applicable Order (except pricing and payment terms).

**5.13 Independent Contractor.** Customer's relationship to Wilcon under the Agreement is that of an independent contractor. Neither Party is the agent or legal representative of the other Party by virtue of the Agreement. The Agreement does not create a license or a partnership or joint venture between the Parties. The Agreement is not intended to be an exclusive agreement for any Services.

**5.14 Service Agreement.** Customer acknowledges and agrees that the Agreement is a services agreement and under no circumstances is it intended to be or shall be deemed to constitute a lease of any personal or real property.

**5.15 Compliance with Laws.** Each Party shall perform its obligations under the Agreement in such a manner that its performance does not violate any applicable laws, rules, regulations, or ordinances, including but not limited to such laws, rules, regulations or ordinances concerning customer proprietary network information.

5.16 **Survivability.** The Parties' rights and obligations that by their nature would extend beyond the termination or expiration of the Agreement, including, without limitation, indemnification, confidentiality and limitation of liability provisions, shall survive such termination or expiration. Each Party recognizes and agrees that the warranty disclaimers and liability and remedies limitation in the Agreement shall survive the termination at the Agreement.

5.17 **Notices.** Unless otherwise provided in this MSA, notices under the Agreement must be in writing and delivered by courier, overnight carrier, or by certified mail, return receipt requested, to the persons whose name and business address appear below or to such other address as may hereafter be furnished in writing to the other Party.

**If to Customer:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

**If to Wilcon:**

WILCON  
624 South Grand Avenue, Suite 2500  
Los Angeles, California 90017  
Attention: Legal Department

5.18 **Severability.** If any provision or any part of any provision of the Agreement or any other agreement, document or writing given pursuant to or in connection with the Agreement is or becomes invalid or unenforceable under applicable law, said provision or part shall be ineffective to the extent of such invalidity or unenforceability only, without affecting in any way the remaining parts of said provision or the remaining Agreement.

5.19 **No Waiver.** The failure of either Party to give notice of default or to enforce or insist upon compliance with any of the terms or conditions of the Agreement shall not be considered the waiver of any other term or condition of the Agreement. The waiver of a breach of any provision of the Agreement shall not be considered a waiver of the same or any other provision.

5.20 **Entire Agreement.** The Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior agreements, arrangements, negotiations or understandings relating to the subject matter of the Agreement. Customer and Wilcon (on behalf of itself and its operating subsidiaries) acknowledge and agree that any service agreement, license agreement, lease agreement or any similar agreement between Customer and any Wilcon operating subsidiary shall be, by virtue of signing the Agreement, null and void and that any existing services obtained by Customer through such agreement(s) shall be subject to the terms and conditions set forth in the Agreement and shall be deemed to have been obtained under the Agreement. The Agreement may only be amended in writing and executed by the Parties in accordance with California law.

5.21 **Counterparts.** The Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

6.20 **Representations and Warranties.** Each Party represents and warrants that it has the power and authority to enter into and perform its obligations under the Agreement. Customer represents and warrants that the Agreement does not conflict with any other agreements to which Customer was, is now, or shall become, a party.

IN WITNESS WHEREOF, the Parties have executed this MSA as of the day and year first written above.

**WILCON OPERATIONS LLC DBA WILCON**

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

Name:

Title:

\_\_\_\_\_

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

Name:

Title:



**Exhibit A**

**SERVICE SCHEDULES**

Schedule 1	Fiber Services	<input type="checkbox"/>
Schedule 2	Colocation Services	<input type="checkbox"/>
Schedule 3	Transport Services	<input type="checkbox"/>
Schedule 4	Internet Services	<input type="checkbox"/>

## FIBER SERVICES

This Fiber Services Schedule ("Schedule") dated \_\_\_\_\_ is subject to, and made a part of, that Master Services Agreement dated \_\_\_\_\_ between Wilcon and \_\_\_\_\_ ("Customer") (the "MSA" or "Agreement"). Wilcon agrees to provide dedicated fiber services (the "Fiber(s)") pursuant to the terms of the MSA (including but not limited to this Schedule). Capitalized terms not defined herein shall have the meaning ascribed to them in the MSA. IN the case of any ambiguity, inconsistency or conflict between the MSA and this Schedule, the terms of the MSA shall supersede this Schedule and control the rights and obligations of the Parties.

### ARTICLE 1- LICENSE

1.1 **Scope of License.** Wilcon agrees to provide to Customer, Fibers between the Segment End Points as set forth in an(y) Order. "Segment End Point" shall mean the originating end point and the terminating end point set forth in an Order. Customer shall have no legal ownership or rights in any Wilcon asset and shall not grant any security interest in the Fibers or any part or component thereof. The parties recognize that Customer shall not be obligated to submit, and Wilcon shall not be obligated to accept, any Order.

1.2 **Payment of Fiber Services.** Customer shall make the payments to Wilcon for the Fiber(s) as set forth in the Order and as governed by the Agreement.

### ARTICLE 2- GENERAL TERMS

#### 2.1 Acceptable Use and Content of the Fiber.

(a) Customer may use the Fiber for its own use. Customer may not sell, lease, sublease, IRU, transfer or otherwise dispose of the Fibers to any person, entity, or third party except in conjunction with an assignment in accordance with Section 6.7 of the MSA.

(b) Customer expressly acknowledges and agrees that Wilcon is not supplying nor is Wilcon obligated to supply Customer any optronic or electronic equipment or related facilities of any kind or description under this Schedule or any Order as necessary to use the Fibers, all of which equipment and facilities will be supplied by the Customer, at Customer's sole cost and expense.

(c) Customer acknowledges that Wilcon does not monitor the Fiber content unless required by law and Customer shall be solely liable and responsible for the content of any communications transmitted via the Fiber. Customer Fibers shall meet or exceed the specifications set forth in Appendix A attached hereto ("Specifications").

#### 2.2 Network Design, Enhancements, Upgrades, Maintenance and Access Restrictions.

(a) Wilcon shall respond to any on-net failure, interruption or impairment to the operation of the Fiber (an "Interruption") after receiving a report that such an Interruption has occurred and shall undertake emergency maintenance as provided herein. With respect to electronic components in terrestrial locations, Wilcon shall use commercially reasonable efforts to commence a repair on such Interruption within four (4) hours after receiving such report. With respect to terrestrial segments, Wilcon shall use commercially reasonable efforts to dispatch a crew to the site of such Interruption within four (4) hours after receiving such report. Wilcon reserves the right from time to time to upgrade, make enhancements and to perform maintenance on the Fiber. Wilcon shall attempt to minimize interruption to or impairment of the Fiber arising from the implementation of any such enhancement, upgrade or maintenance. Wilcon will be a single point of contact for off-net operational issues covered by this Schedule. Wilcon will notify Customer, when practicable, in writing of any possible fiber maintenance and/or enhancements prior to conducting such maintenance and/or enhancements. However, when such conditions pose an immediate threat to the physical integrity of the Wilcon fiber network and facilities ("System"), Wilcon may perform such work and take such action that it deems necessary without first giving notice to Customer.

(b) Wilcon shall be responsible for all necessary splicing on the Fibers. Where Fibers connect to Customer's fiber optic cable, the

Order shall set forth the Parties splicing responsibilities; and

(c) Wilcon shall be responsible for obtaining and maintaining, from the appropriate public or private authority, any pole attachment agreements or other authorizations required to enter upon the property where Wilcon's fiber network is located and to operate and maintain the Fibers in Wilcon's network. Customer will not engage in any activity which affects Wilcon's right-of-way interests without the written permission of Wilcon.

(d) Customer, at its sole cost and expense, shall (i) use Customer's fiber network and facilities and (ii) work in and around the Fibers and Wilcon's System in a safe manner so as not to physically, electronically or otherwise adversely affect Wilcon's System or other Wilcon Customers.

(e) Customer must obtain prior written authorization, which said authorization shall not be unreasonably withheld or delayed, from Wilcon before performing any work in and around Wilcon's System.

(f) Customer may connect to the System only at connection points approved by Wilcon, in Wilcon's sole but reasonable discretion. All Customer access to and Customer fiber connection to the System is subject to Wilcon's prior written consent, not to be unreasonably withheld. All Customer work must be performed using only Wilcon-approved subcontractors.

(e) In the event that Wilcon determines that an Interruption reported by Customer was not caused by the Fibers, the Customer may be charged (at Wilcon's then standard rates) for a False Call Out ("False Call Out"). A False Call Out is defined as a Customer request for Wilcon to investigate and/or perform maintenance at a particular location or area which Wilcon subsequently discovers to be unnecessary.

2.3 **Access to Customer Premises.** Customer agrees to provide Wilcon access to Customer sites, to the extent reasonably requested by Wilcon, for the installation and scheduled or emergency maintenance of equipment placed on the Customer premises by Wilcon for the Fiber ("Equipment"). Customer shall obtain all permissions and consents from third parties necessary to allow Wilcon such access to premises. Wilcon shall not be liable for any failure to provide service to the extent that such failure is due to Wilcon being denied access to Customer sites. Wilcon shall use best efforts to provide, construct and install the Fiber within the amount of time specified in the Order. Wilcon covenants that the segments of the fiber route that it constructs shall be constructed substantially, and in all material respects, in accordance with standard outside plant specifications. For avoidance of doubt, Customer specifically acknowledges that in support of meeting any estimated install interval, Customer is responsible for all work on the premise side of each demarcation point, including securing rights and related costs to access, occupy and conduct typical telecommunications operations (which may include, but not be limited to, building access agreements and fees, lateral and riser fees, coordination of any third party owned location, physical location of, installation, maintenance, and operation of equipment).

2.4 **Equipment.** Some technical solutions require Equipment to be placed on Customer's premises for the Fiber. The Equipment placed on Customer's premises by Wilcon remains the sole property of Wilcon and shall only be used for the Fiber. Such Equipment shall be provided under the following conditions: (a) Wilcon shall: (i) provide and install the equipment, and (ii) provide service and repair; (b) Customer shall: (i) supply space, power (with back-up) and cabling within Customer's facility for the Term of this Agreement and at no charge; (ii) exercise reasonable care not to negligently cause or allow to be caused loss or damage to the Equipment; and (iii) be liable for any loss or damage to the Equipment caused by wrongful or negligent acts of Customer or its directors, officers, employees, agents, and representatives. Wilcon's Fiber and Wilcon's Equipment will at all times remain the property of Wilcon, notwithstanding that it may be or become attached or affixed to real property. Customer may not, nor permit others to, alter, adjust, encumber, tamper, repair or attempt to repair, rearrange, change, remove, relocate, or damage any Wilcon Equipment or the Wilcon Fiber without the prior written consent of Wilcon. All maintenance and repair functions of Wilcon's Equipment, and all facilities through which it

passes, including, but not limited to, conduit, innerduct, poles and equipment, shall be performed by Wilcon. Customer may not cause any liens to be placed on any Wilcon Equipment or the Wilcon Fiber, and will cause any such liens to be removed within ten (10) days of Customer's knowledge thereof.

2.5 **Customer Equipment.** Customer shall furnish for its own use any equipment necessary to implement or receive the Fiber ("Customer Equipment"). Customer shall, at its own expense, be solely responsible for the installation and maintenance of all terminals, patch cords, fiber optic cable, and other peripheral equipment required by Customer to interconnect with Wilcon's Fiber, and with other telecommunications cable located on Customer's premises. The Customer and its End Users are responsible for providing, installing, connecting and maintaining all Customer Equipment associated with any Fiber provisioned under this Agreement. If Customer provides its own telecommunications equipment, Wilcon will have no obligation to install, maintain or repair such Customer Equipment; however, Wilcon shall exercise due care in its work to avoid causing any damage to or destruction of Customer Equipment. Customer shall, at its own expense, provide all labor, materials and equipment for any specialized construction that may be required at Customer's locations including, but not limited to, the installation of new conduit or core drilling and all cabling and infrastructure required between each Segment End Point's demarcation point. Promptly upon notice to Wilcon, Customer shall eliminate any hazard, interference or Service obstruction that any such Customer Equipment is causing or may cause as reasonably determined by Wilcon. Wilcon may, at its sole option, suspend Service if any Customer Equipment does not comply with the provisions herein. Wilcon will have no obligation to install, maintain, or repair Customer Equipment.

2.6 **Customer Responsibilities.** Customer at its sole cost and expense shall obtain and maintain any and all necessary permits, licenses, easements franchises and approvals that may be required by federal, state or local law, statute, regulation or ordinance as may now or in the future be applicable to its use of the Fibers under the terms and conditions of this Agreement. Customer represents and warrants that it will use the Fibers, or cause the Fibers to be used, in compliance with all federal, state and local applicable government laws, statutes, rules, regulations, codes and ordinances, and any applicable franchises, rights of way, leases, licenses, contracts and other material obligations to any third parties and in compliance with the terms and conditions of the Agreement.

2.7 **This Section reserved.**

2.8 **Liens and Encumbrances.** Customer shall not, directly or indirectly, create or be permitted to impose any lien on the Customer Fiber or on the rights or title relating thereto, or any interest therein, or in the Agreement. Customer shall promptly at its own expense, take such action as may be necessary to duly discharge any lien created by it or permitted by it to be imposed in the Customer Fiber.

2.9 **Relocation.** Wilcon may relocate all or any portion of the Fiber provided to Customer or any of the facilities required to provide Customer with the Fiber (i) if a third party with legal authority orders or threatens to order such relocation (e.g., through eminent domain, nationalization, or expropriation), (ii) in order to comply with applicable laws, (iii) to reduce governmental fees or taxes assessed against it or Customer, or (iv) for bona fide operational reasons, if reasonably feasible. Wilcon has the right to direct such relocation, including the right to determine the extent of, the timing of, and methods to be used for such relocation, provided any relocation (a) is constructed and tested in accordance with the specifications which apply to the Fiber; (b) does not result in a materially adverse change to the operations, performance, or connection points with the network of Customer; and (c) does not unreasonably interrupt service on the Fiber. Wilcon will use its commercially reasonable efforts to secure an agreement for reimbursement from any third party requiring relocation. Customer agrees to reimburse Wilcon for Customer's pro rata share of Wilcon's costs of any relocation pursuant to this Section 2.9 for which Wilcon is not reimbursed. Pro rata share is based on the ratio to which the number of Fibers bears to the total number of fibers utilized within the affected fiber segment.

2.10 **Remedies Upon Customer Default.** In addition to the remedies set forth in Section 2.5 of the MSA upon the occurrence of Customer Default described in 2.2(b) of the MSA, Wilcon, without further notice to Customer in any instance (except where required by the Agreement or by applicable law) may do any of the following:

(a) Perform, on behalf and at the expense of Customer, any obligation of Customer under the Agreement which Customer has failed to perform and of which Wilcon shall have given Customer notice, the cost of which performance by Wilcon shall be payable by Customer to Wilcon upon demand; or,

(c) Exercise any other legal or equitable right to remedy which it may have.

2.11 **Service Level Agreement.** Wilcon warrants and represents to Customer that the Fiber Services shall comply with the Service Level Agreement ("Fiber SLA") for such services attached hereto as Appendix B.

IN WITNESS WHEREOF, the Parties have executed this Schedule as of the day and year first written above.

**Wilcon Operations LLC dba Wilcon**

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

Name: Glenn Nieves

Title: General Counsel

\_\_\_\_\_

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

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

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

## Appendix A

### FIBER SPLICING AND TESTING STANDARDS, SPECIFICATIONS AND PROCEDURES

Wilcon will perform all tests and meet the standards identified in this Appendix.

#### 1. Fiber and Connector Standards

1.1 *Connector Standards.* Wilcon shall use connectors with a UPC polish. The loss value of any pigtail connector and any associated fiber jumper or pigtail with matching mode field diameters will not exceed 0.5dB at 1550nm. The loss value of a connector and its associated jumper with mismatched mode field diameters should not exceed 0.8 dB.

1.2 *Field Splice Standards.* All splices shall be fusion splices. The objective for each splice is an averaged loss value of 0.1 dB or less when measured bi-directionally with an OTDR at 1550 nm. In the Event of damage and subsequent restoration of the Fibers, commercially reasonable efforts will be made to restore the Fibers to this standard. If after 3 restoration splicing attempts, Wilcon is not able to produce a loss value of 0.1 dB or less bi-directionally at 1550 nm, then 0.5 dB or less bi-directionally at 1550 nm will be acceptable. Fibers not meeting the 0.1 dB or less specification will be identified as Out of Specification (OOS). Documentation of the three attempts (reburns) to bring the OOS fiber within specification will be provided.

1.3 *Span Loss.* It is Wilcon's responsibility to insure proper continuity of all fibers at the fiber level, not just the pigtail level. Any "frogs" or fibers that cross in the route will be remedied by Wilcon. The attenuation as measured by a light source and power meter shall not exceed the following:

Maximum Allowable Attenuation per Fiber Span = (A \* L) + (0.1 \* N) + (0.5 \* C)

A = 0.3 dB per kilometer (at 1550 nm)

L = Optical length of cable measured in kilometers (from OTDR trace)

N = Number of splices in the span

C = Number of mated connector pairs in the span. The connector loss will not exceed 0.5dB per mated pair.

1.4 *Reflectance.* The maximum reflectance per event, as measured by an OTDR, shall not exceed -40dB.

1.5 *Polarization Mode Dispersion.* The Polarization Mode Dispersion shall not exceed 0.1 ps/sqrt(km). For fiber cables manufactured before 1998, Wilcon must perform Polarization Mode Dispersion testing on the Leased fibers to demonstrate compliance.

2. *Naming of Traces.* OTDR traces taken for bi-directional testing, and the OTDR traces of the pigtail splice must be recorded electronically and emailed to Customer. To name the traces, each party will provide alpha abbreviations for the sites. The 8-character file name plus 3-character file extension name should follow this example:

First four letters = source point  
 Letters 5, 6, 7 = Destination point  
 8th letter = wavelength  
 Extension = fiber number

Examples:

Springfield to Lebanon at 1550 nm, fiber 96 = sgfdlbn5.096  
 Springfield to Monett pigtail trace on fiber 1 = sgfdmntp.001

NOTE: ALL HEADER INFORMATION ON OTDR TRACE MUST BE COMPLETED

3. **Test Packages.** Wilcon shall provide a package containing the following test data for each fiber:

- A. Bi-directional OTDR span traces taken at 1550 nm, in the native format of the OTDR used by Wilcon. If specifically requested by Customer, the traces will also be provided in PDF format.
- B. An OTDR event table identifying the bi-directional loss (in dB) for all splice and patch events along the span. The table should identify the distance (in km) of each event from the Segment End Point on each end.
- C. A file containing the bi-directional power meter and light source data taken at 1550 nm (losses in each direction and the average bi-directional loss, all expressed in dB) and a list of the fiber type(s) and optical distances (in km) associated with each fiber type for each Segment End Point. This file must identify the specific locations (e.g., address, floor, suite, rack, panel, port) for each end from which testing was performed. If the Fibers are left hanging in a rack or cabinet, the labeling on the fibers should be listed in this file.
- D. A document identifying splice points with OOS test results. Should also include documentation supporting the three reburn attempts.
- E. A file containing Polarization Mode Dispersion test results for Segment End Points.

**Appendix B**

**Fiber Service Level Agreement**

**1. Definitions for Fiber Service Level Agreement**

- 1.1. **Capitalized Terms.** Capitalized terms not defined herein shall have the meaning ascribed to them in the Master Service Agreement between Wilcon and Customer.
- 1.2. **“Affected Fiber”** shall mean On-Net Fiber for which an outage credit is derived.
- 1.2. **“On-Net Fiber”** shall mean Fiber, or a part of Fiber, transmitted by equipment owned and operated solely by Wilcon (not any third party or subcontractors) or capacity acquired by Wilcon for its network, not specifically for Customer.
- 1.3. **“Off-Net Fiber”** shall mean Fiber, or a part of Fiber, transmitted by equipment owned and operated by a third party or subcontractor and acquired by the Wilcon specifically for Customer.
- 1.4. **“Planned Maintenance”** shall mean any preventative, routine or scheduled maintenance which is performed with regard to the Affected Fiber, which Wilcon reasonably believes is necessary in order to prevent or remedy a defect which may affect Customer’s use or access of the Affected Fiber. Wilcon shall use reasonable efforts to give Customer at least five (5) days’ notice of any Planned Maintenance event.
- 1.5. **“SLA Outage Time”** shall mean the period during which the underlying transport is unavailable exclusive of Section 5 below.
- 1.6. **“Unavailable Seconds”** shall mean any period of SLA Outage Time from the first of ten consecutive severely errored seconds and end upon the first of ten consecutive non-severely errored seconds according to ITU-T Standard G.828.

**2. On-Net Service Level Agreement**

- 2.1. **On-Net Fiber Availability.** Wilcon agrees to continuously make available (100% up time) On-Net Fiber provisioned by Wilcon to Customer as a result of an Order by Customer.
- 2.2. **On-Fiber Outage Credit.** If Customer experiences failure of On-Net Fibers, Customer may receive outage credit in accordance with the following guidelines:

<b>Affected Fiber</b>	<b>SLA Outage Time (per Month)</b>	<b>Outage Credit</b>
Dual Diverse Paths On-Net	>8 hours	15% of MRC of Affected Fiber
Dual Diverse Paths On-Net	>12 hours	30% of MRC of Affected Fiber
Dual Diverse Paths On-Net	>24 hours	60% of MRC of Affected Fiber
Single Path On-Net	>8 hours	5% of MRC of Affected Fiber
Single Path On-Net	>12 hours	15% of MRC of Affected Fiber
Single Path On-Net	>24 hours	30% of MRC of Affected Fiber

- 3. **Off-Net Service Level Agreement.** A Service Level Agreement is not provided for the Off-Net portion of the Fiber.
- 4. **Outage Credit Timing.** Outage Credits will generally be reflected on the second invoice following the billing month in which the failure of the On-Net Fiber occurs.
- 5. **Limitation of Liability.** Notwithstanding anything in this Service Level Agreement to the contrary, Wilcon will have no liability to Customer (including no liability for any Outage Credits) where (i) the outage was caused in whole or in part by any Force Majeure event as defined in Section 5.9 of the MSA, by any Planned Maintenance, upgrades or enhancements or (ii) Customer fails to deliver notice to Wilcon within four (4) hours of the beginning of the SLA Outage Time. Notwithstanding the foregoing, the total aggregate Outage Credit for any Affected Fiber during a calendar year shall not exceed sixty percent (60%) of the MRC for such Affected Fiber.

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

To: Board of Trustees	Date: July 18, 2016
Re: Approval of Amendment to Agreement with CR&R, Inc.	
Action: Request for Approval	

**BACKGROUND**

The District's contract for trash collection and disposal services expired on June 30, 2016 without a new agreement in place. In order to ensure the District has continuous trash collection and disposal services without interruption, it is recommended by legal counsel, Hugh Lee of Atkinson, Andelson, Loya, Ruud & Romo, to extend the existing agreement by issuing an Amendment to Agreement with CR&R, Inc. The amendment requires Board approval.

**ANALYSIS**

The District has negotiated an extension to the agreement on a month-to-month basis until a new agreement is approved. The services covered in the previous agreement including all rates are remaining the same. The agreement may be terminated by the District in its sole and absolute discretion upon (30) thirty days' notice to CR&R, Inc.

<b>SITE</b>	<b>MONTHLY RATE</b>
District Office	\$260.59
Santiago Canyon College	\$521.17
SCC-Orange Education Center	\$169.68
Santa Ana College	\$2,082.63
Centennial Education Center	\$347.45
Digital Media Center	\$84.84
OC-Sheriff's Regional Training Academy	\$304.02
<b>Monthly Total of All Sites</b>	<b>\$3,770.38</b>

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the Amendment to Agreement with CR&R, Inc. as presented.

Fiscal Impact:	\$3,770.38/Monthly Total of All Sites	Board Date: July 18, 2016
Prepared by:	Tracey Conner-Crabbe, Director of Purchasing Services	
Submitted by:	Peter Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Chancellor	

**AMENDMENT TO AGREEMENT WITH CR&R, INC.**

This Amendment shall be incorporated in that certain agreement signed by CR&R, Inc. (“CR&R”) on April 27, 2011 and the Rancho Santiago Community College District (“District”) on May 2, 2011 for trash collection and disposal services (“Agreement”). The parties desire to amend the Agreement to extend the term of the Agreement. Where any Article or portion is amended or superseded, the balance of that Article or portion not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. This Amendment, taken together with the Agreement, represents the new contract for trash collection and disposal services. The terms and provisions of the Agreement are hereby amended as follows:

The term of the Agreement as set forth in Section 1 of the Agreement shall be extended on month-to-month basis commencing on July 1, 2016. All current rates being charged by CR&R as of June 30, 2016 for services covered under the Agreement shall remain the same unless otherwise agreed upon in writing by the parties. The Agreement may be terminated by the District in its sole and absolute discretion upon 30 days written notice to CR&R. The District agrees that any termination of the Agreement shall become effective within 30 days of written notice by the District to CR&R or the first day of the next full month, whichever is later.

**RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT**

DATE: \_\_\_\_\_, 2016

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

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

**CR&R, INC.**

DATE: \_\_\_\_\_, 2016

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

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

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

To:	Board of Trustees	Date: July 18, 2016
Re:	Approval of Foundation for California Community Colleges Adobe Enterprise Term License Agreement	
Action:	Request for Approval	

**BACKGROUND**

In 2001, the Foundation for California Community Colleges (FCCC) began a partnership with Adobe Systems Inc., (Adobe) to bring volume licensing purchase discounts to California community colleges. On June 9, 2014 the Board approved a 3-year license agreement in which the District joined the FCCC/Adobe Consortium to receive the negotiated discount pricing. The previously approved license agreement is expiring and a new 3-year license agreement will begin August 1, 2016 through July 31, 2019 and requires Board approval.

**ANALYSIS**

The FCCC/Adobe license agreement allows the District to install Adobe Creative Suite (CS) on every District-owned computer for additional savings beyond special academic discounts. In addition, this agreement allows all staff and faculty to subscribe to the Adobe CS products for personal use at below retail pricing. This licensing is offered under the Master Enterprise Term License Agreement (ETLA) held by the FCCC for which Computerland of Silicon Valley is the sole provider.

The annual renewal costs are calculated using current Full Time Employees (FTE) levels reported by the State Chancellors' Office multiplied by \$57.00. The estimated cost for the first year of participation is \$77,292.00 and funded by the ITS operations budget.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the District's participation in the Foundation for California Community Colleges Adobe Enterprise Term License Agreement as presented.

Fiscal Impact:	\$77,292.00 (estimated)	Board Date: July 18, 2016
Prepared by:	Tracey Conner-Crabbe, Director of Purchasing Services 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	

## Exhibit B

### Consortium Member Enterprise Term License Sales Order

Rancho Santiago Community College District agrees with Foundation for California Community Colleges to purchase the Adobe Products and Services set out in this Sales Order by placing an order with CCT Technologies, Inc. dba ComputerLand of Silicon Valley.

#### 1. Adobe Products and Services.

Line Number	Adobe SKU	Product Description	Annual Unit Fees (per Computer)	Quantity	Annual Installment Fee (Unit Fees x Quantity)
01.	65261349MA	DC Professional MLP Term w Maint & Gold All Languages	8.85	0	\$0
02.	65272690MA	Creative Cloud ENT MLP Ed Subscription 20G HED L5 1S All Languages	57.00	1356	\$77,292
03.	65261458MA	DC Premium eSign services P2 EDU T3 OTH Billing Plan Hosted ALL	18.00	0	\$0
<b>Total License Term Fees (Annual Installment Fee X Number of Years Left Remaining in License Term):</b>					<b>\$231,876</b>

#### 2. Terms and Conditions

2.1 Consortium Member agrees that by entering into Sales Order with Consortium and entering into this Agreement (defined in this paragraph) with Consortium, it is agreeing that Adobe is an intended third party beneficiary of this Agreement, and has a right to enforce its terms. The Products and Services listed in the table in Section 1 are governed under: (A) this Sales Order, and (B) the parts of the **Adobe Enterprise Licensing Terms**, available at <http://www.adobe.com/legal/terms/enterprise-licensing.html> (2015v2) consisting of the General Terms and the applicable Product Specific Licensing Terms (collectively, the "Agreement"). The mutual obligations of Consortium Member and Adobe are contingent upon the mutual execution by Adobe and Consortium of an Enterprise Term License Agreement and Consortium Sales Order for the Products listed in the table in Section 1 on or before July 20, 2016, and upon Consortium Member's placement of an order consistent with the terms of this Sales Order with Channel Partner by that date.

#### 3. License Metrics/ Definitions.

3.1 **"Education Eligibility Criteria"** means the eligibility criteria for Adobe's education programs described at <http://www.adobe.com/education/administrators/how-to-buy-eligibility.edu.html>.

3.2 **"Eligible Home User"** means a Consortium Member's Faculty Member, Staff Member, or Student who has purchased (or for whom Consortium has purchased, on behalf of Consortium Member) a Work at Home License (i.e. license to install and use on a Computer owned by the Consortium Member's Faculty Member, Staff Member, or Student). If indicated below, Consortium agrees to purchase (or allows the following persons to purchase) Work at Home Licenses for:

Faculty Members of Consortium Members and Staff Members of Consortium Members (up to the number of FTEs indicated in Section 5.2, below)

3.3 **"Enterprise"** means the entirety of the Faculty Members and Staff Members of all of the entities within Consortium Member's enterprise that meet the Education Eligibility Criteria.

- 3.4 **“Faculty Member”** means a then-current employee or independent contractor of Consortium Member whose primary job duties consist of providing educational instruction to students. Faculty Members do not include: (a) companies and their employees who have been retained in a contractual basis for services either on-campus or off-campus; and (b) retired faculty members.
- 3.5 **“FTE”** means Full Time Equivalent, and is calculated in accordance with this Sales Order.
- 3.6 **“Staff Member”** means a then-current employee of the Consortium Member that provides administrative support to the Consortium Member’s educational operations to faculty. However, Staff Member does not include companies and their employees who have been retained in a contractual basis to provide services, whether on-campus or off-campus.
- 3.7 **“Student”** means an individual enrolled in a degree-granting program of Consortium Member except correspondence and long-distance learning students, alumni, conference attendees, visitors, and students enrolled in non-credit courses.
- 3.8 **“User”** means a Student, Faculty Member, or Staff Member who is given a unique identifier for logging in and using the Products and Services. The unique identifier must not be shared with anyone else.
- 3.9 **Agreement Term** means the period of time starting on the earliest delivery date of any Product or Service under this Sales Order, and ending the day before the third anniversary of the earliest delivery date of any Product or Service under this Sales Order.

#### 4. License Grants

4.1 **Enterprise Access License.** (identified as Enterprise-Wide in the Products and Services Pricing Details) Consortium Member may deploy an unlimited quantity of the Products and Services within its Enterprise. Consortium Member will have the right (a) to install one copy of the Product and Service on an Enterprise-owned Computer by the Consortium Member for each of the Consortium Member’s Faculty Members and each of the Consortium Member’s Staff Members; (b) the right to install a copy of the Product and Service on each Enterprise-owned Computer owned by the Consortium Member in computer labs and classrooms for use by Students; and (c) if a Consortium Member has purchased Work at Home rights for its Eligible Home Users, the right to install one copy of the Product and Service on one Computer owned by each of its Eligible Home User for use. The licenses granted under this section are subject to the Growth Limitation clause.

#### 4.2 Work at Home Licenses for Eligible Home Users

- (A) If Consortium has purchased, on behalf of Consortium Member Work at Home rights for Eligible Home Users, each Eligible Home User may install and use one copy of the On-premise Software on his or her personal computer, but must not use the On-premise Software at the same time on both a Consortium Member-owned Computer and a Computer that the Eligible Home User owns. No Online Services are available to Home Users unless the Product and Services Pricing Details explicitly indicates that a particular On-premise Software Product includes Online Services.
- (B) Eligible Home Users will be able to obtain redemption codes for the On-premise Software through a secure site managed by Kivuto Solutions Inc. or another company designated by Adobe (“Vendor”), subject to additional terms for the options selected by the Consortium Member:

*Select applicable option(s):*

<input type="checkbox"/>	<b>Pre-Pay</b>	Fees are payable for the download of the redemption codes, as set out in this Sales Order. Vendor will make redemption codes available to
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<b>Option</b>	Consortium through a secure site after the order is processed.
<input checked="" type="checkbox"/> <b>Pay-As-You-Go Option</b>	During the Agreement Term, Eligible Home Users may purchase the On-premise Software from the Vendor directly and must pay any applicable fees to the Vendor for the On-premise Software licenses and the download of the redemption codes using credit cards.

- (C) Eligible Home Users may use the redemption codes to access the On-premise Software on Adobe’s website (<https://creative.adobe.com/#educard>, or such other URL that Adobe may provide from time to time). Each redemption code must be used by only one Home User. Home Users must not share redemption codes with other Home Users or any other person.
- (D) The Vendor is an independent party, and is not an agent of Adobe. The use of the Vendor’s services may be subject to the Vendor’s terms of use. Consortium Member permits Adobe to obtain, and Vendor to release, any information relating to the use and deployment of the Products by Eligible Home Users. Consortium Member will obtain all necessary consents, if applicable, for the release of such information. Consortium Member must not make any agreement with the Vendor that has the effect of limiting Adobe’s rights to: (1) conduct a verification of licenses by Eligible Home Users; or (2) track or audit the Vendor’s distribution of licenses in connection with the Agreement.

**5. Growth Limitation**

Consortium Member may deploy an unlimited quantity of the Products and Services, subject to the limitations set forth in the remainder of this section. The rights granted under this Sales Order are based on the total number of Consortium Member’s FTEs.

5.1 FTE is calculated as follows:

$$\text{FTE} = \text{the number of full-time Faculty Members} + (\text{number of part-time Faculty Members} \div 3) + \text{number of full-time Staff Members} + (\text{number of part-time Staff Members} \div 2)$$

5.2 Consortium Member’s current FTE Count is 1356. (“Enterprise Footprint”).

5.3 The pricing offered in this Sales Order for Enterprise-wide licenses is based on the total number of Consortium Member’s FTEs as set forth in Section 5.2, above. At any time during the Term, if the Consortium Member’s total number of FTEs increases by five percent (5%) or more (“Growth Event”), as compared to the number established as a result of the Effective Date or the last Growth Event, whichever is later (the “Enterprise Footprint”) then Consortium Member must pay to Channel Partner additional licensing fees for the products licensed under this Sales Order on an Enterprise-wide basis, prorated for the size of the Growth Event and the time remaining in the Term. For example, if 18 months remain in a 36-month term at the time of the Growth Event, and the Growth Event increases the number of FTEs by 10% compared to the Enterprise Footprint, Consortium Member shall pay an additional 5% in fees (.5 X 10%) to Channel Partner. The total number of Consortium Member’s FTEs as measured on the date the Growth Event threshold was reached will be the new Enterprise Footprint for the purpose of measuring future Growth Events. Adobe or Consortium may ask Consortium Member to confirm from time to time (by written or email request) that a Growth Event has occurred, and Consortium Member must respond within a time to confirm whether there has been a Growth Event.

5.4 [Signature block follows on next page]

By signing below, each party acknowledges that it has carefully read and fully understood the terms of this Sales Order, which will become effective upon the date of the last signature (the "Effective Date").

Consortium: Foundation for California Community Colleges		Rancho Santiago Community College District	
Sign		Sign	
Print:		Print:	
Title:		Title:	
Date:		Date:	
Address:	1102 Q ST STE 3500 SACRAMENTO, CA 95811-6565 UNITED STATES	Address:	2323 N. Broadway #249 Santa Ana, CA 92706 UNITED STATES
Contact:		Contact:	Lee Krichmar
Company Seal:			
<i>(If Consortium is in possession of an official seal and it is customary in Consortium's country for contracts to be sealed)</i>			
Purchase Order Number:			
ECCID:			

**Exhibit 1 to**  
**Consortium Member Enterprise Term License Sales Order**

**I. Definitions Applicable to Education Members.**

1.1 *Education Entity*. The following is a non-exhaustive list of qualified educational institutions: (a) Accredited (by official accrediting entities) public or private primary or secondary school providing full-time instruction; (b) Accredited public or private university or college (including community, junior, or vocational college) that grants degrees requiring not less than the equivalent of two years of full-time study; (c) Named educational institutions approved by Adobe, only if individual named entities are approved by Adobe in writing; (d) Hospitals that are wholly owned and operated by an otherwise qualified educational institution, where “wholly owned and operated” means the educational institution is sole owner of the hospital and the only entity exercising control over day to day operations; and (e) Higher education research laboratories that are a public institution and recognized by a national or state educational authority.

The following is a non-exhaustive list of entities that are not qualified educational institutions: (a) Non-accredited schools; (b) Museums or libraries; (c) Hospitals not wholly owned and operated by an otherwise qualified educational institution; (d) Churches or religious organizations that are not accredited schools; (e) Vocational training centers or schools granting certificates for courses such as computer software training or job training that are not accredited schools or which grant degrees requiring less than the equivalent of two years of full-time study; (f) Military schools that do not grant academic degrees; and (g) Research laboratories not recognized by a national or state ministry overseeing education. For example, institutions recognized by other government branches are not eligible.

The above lists do not apply to the countries as listed in Section 1.2 (Regional-Specific Definition) below.

1.2 *Regional-Specific Definition of Education Entity*.

(a) *Asia Pacific Countries excluding Southeast Asia Countries as defined in sub-paragraph (b) below*. If Education Member is resident in Australia, New Zealand, India, Sri Lanka, mainland China, Hong Kong S.A.R., Taiwan R.O.C., the Republic of Korea, the People’s Republic of Bangladesh, the Federal Democratic of Nepal, the Republic of the Union of Myanmar, Pakistan or Mongolia or any country designated by Adobe from time to time, “Education Entity” shall mean the entities that satisfy the meaning of “Qualified Educational Users” (except for the sections entitled “Full and Part Time Faculty and Staff” and “Students”) designated by Adobe on <http://www.adobe.com/ap/education/purchasing/qualify.html> (or its successor web site thereto), as updated by Adobe from time to time.

(b) *Southeast Asia Countries*. If Education Member is resident in Indonesia, Malaysia, Philippines, Singapore, Thailand and Vietnam, “Education Entity” or “Education Institution” shall have the respective meanings designated by Adobe on [www.adobe.com/go/education\\_entity\\_seasia\\_edn](http://www.adobe.com/go/education_entity_seasia_edn) (or its successor web site thereto), as updated by Adobe from time to time.

(c) *Japan*. If Education Member is resident in Japan, “Education Entity” or “Education Institution” shall have the respective meanings designated by Adobe on [http://www.adobe.com/go/school\\_jp](http://www.adobe.com/go/school_jp) (or its successor web site thereto), as updated by Adobe from time to time.

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

To:	Board of Trustees	Date: July 18, 2016
Re:	Approval of Vendor Name Change	
Action:	Request for Approval	

**BACKGROUND**

On July 23, 2012, the Board of Trustees approved the award of a Cisco SMARTnet and VOIP Maintenance Service to INX LLC. This contract was comprised of hardware and software maintenance and support for Cisco networking equipment and software.

We were recently informed that on March 1, 2014 it was announced that INX LLC changed their name to Presidio Networked Solutions Group, LLC and was filed with the State of California on March 4, 2014.

**ANALYSIS**

In order to avoid interruption of existing IT services, it is necessary to seek Board approval to change the vendor name to Presidio Networked Solutions Group, LLC. The name change does not change the current services provided by INX LLC. Presidio Networked Solutions Group, LLC is committed to providing the same level of service that INX LLC contractually committed to in fulfilling the licenses, services and maintenance obligations.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the vendor INX LLC name change to Presidio Networked Solutions Group, LLC as presented.

Fiscal Impact:	N/A	Board Date: July 18, 2016
Prepared by:	Tracey Conner-Crabbe, Director of Purchasing Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

# PRESIDIO

March 1, 2014

## **Announcing INX LLC's Change of Name to Presidio Networked Solutions Group, LLC**

Dear Valued Business Partner:

Effective April 1, 2014, INX LLC, a wholly owned subsidiary of Presidio Networked Solutions, Inc., is changing its name to Presidio Networked Solutions Group, LLC, a wholly owned subsidiary of Presidio Networked Solutions, Inc.

From a practical standpoint, nothing will change with respect to our business relationship with you, other than the name change. Any agreement INX LLC has with you will remain valid. We will continue to purchase products and services under these agreements under the same tax identification number (76-0515249) as INX LLC. The name change is being processed with each state, and updated reseller tax certificates will be provided to you upon request.

**If you currently have an account with INX LLC, please use the established account number and tax certificates, and maintain all current login access for existing INX LLC users. For timely processing of your invoices, please include "Presidio Networked Solutions Group, LLC" as the "Bill To" with the below mailing address:**

### **Presidio Networked Solutions Group, LLC**

Attn: Presidio West A/P Dept.

10 Sixth Road

Woburn, MA 01801

OR

[ap@presidio.com](mailto:ap@presidio.com)

- General Inquiries: Kim Dukes at (469)549-9815 or [kdukes@presidio.com](mailto:kdukes@presidio.com) or Terry McMahon at (781) 638-2229 or [tmcmahon@presidio.com](mailto:tmcmahon@presidio.com)
- Accounts Payable: Cliff Silver at (781) 638-2241 or [csilver@presidio.com](mailto:csilver@presidio.com)
- Financial Information: Paul Fletcher at (301) 313-2083 or [pfletcher@presidio.com](mailto:pfletcher@presidio.com)
- Sales Tax: Cindy Kelly at (703) 870-3117 or [ckelly@presidio.com](mailto:ckelly@presidio.com)
- Partner Agreement Inquiries: Andrew Rosenbaum at (469) 549-3927 or at [arosenbaum@presidio.com](mailto:arosenbaum@presidio.com) or Jay Staples at (770) 582-7228 or at [jstaples@presidio.com](mailto:jstaples@presidio.com)

We greatly appreciate your cooperation during this transition and look forward to continuing our valued business partnership.

Best regards,

Presidio Networked Solutions Group, LLC

**State of California**  
Secretary of State

**AMENDED CERTIFICATE OF REGISTRATION**

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That on the **4th** day of **March, 2014**, there was filed in this office an Amended Application for Registration, Foreign Limited Liability Company whereby the name, under which the foreign limited liability company was registered and transacting business in California, as **INX LLC** a limited liability company organized and existing under the laws of **Delaware** was changed to **PRESIDIO NETWORKED SOLUTIONS GROUP, LLC**

This limited liability company complied with the requirements of California law in effect on that date for the purpose of registering to transact intrastate business in the State of California and as of the said date has been and is qualified and authorized to transact intrastate business in the State of California. Subject, however to any licensing requirements otherwise imposed by the laws of this State.

**IN WITNESS WHEREOF**, I execute  
this certificate and affix the Great  
Seal of the State of California this  
7th day of March 2014.



*Debra Bowen*

**DEBRA BOWEN**  
Secretary of State

Purchase Order List

05/29/2016 thru 06/28/2016

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
16-P0041158	5/31/2016	42	Facility Planning Office	Equip-All Other >\$200 < \$1,000	ALLSTEEL INC	4,523.99
16-P0041159	5/31/2016	41	Facility Planning Office	Bldg Impr - Relocation/Moving	AMERICAN RELOCATION & LOGISTICS INC	480.00
16-P0041160	5/31/2016	12	MESA	Conference Expenses	AMERICAN EXPRESS	16,216.56
16-P0041161	5/31/2016	13	Student Activities	Transportation - Student	DURHAM SCHOOL SERVICES	2,210.58
16-P0041162	5/31/2016	13	Santa Ana College	Reproduction/Printing Expenses	AAA FLAG AND BANNER	11,089.00
16-P0041163	5/31/2016	33	EHS Administration	Instructional Supplies	FIRST BOOK	200.44
16-P0041164	5/31/2016	33	EHS Administration	Non-Instructional Supplies	SJS PARTNERSHIP	120.54
16-P0041165	5/31/2016	33	EHS Administration	Non-Instructional Supplies	PAUL H BROOKES PUBLISHING CO	1,356.90
16-P0041166	5/31/2016	12	Continuing Education Division	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	772.68
16-P0041167	5/31/2016	13	Publications	Non-Instructional Supplies	STAPLES CONTRACT & COMMERCIAL INC	2,849.04
16-P0041168	5/31/2016	12	Student Services Office	Non-Instructional Supplies	FINTIE LLC	1,553.47
16-P0041169	5/31/2016	12	Ctr for Intl Trade Dev Office	Contracted Services	CONSTANT CONTACT	216.00
16-P0041170	5/31/2016	12	Health & Wellness Center	Non-Instructional Supplies	B & H PHOTO VIDEO INC	365.22
16-P0041171	5/31/2016	12	Health & Wellness Center	Contracted Repair Services	AMBCO ELECTRONICS	257.88
16-P0041172	5/31/2016	11	International Student Program	Courier/Delivery Services	FEDEX	186.33
16-P0041173	5/31/2016	12	Academic Affairs Office	Equip-All Other >\$1,000<\$5,000	CDW GOVERNMENT INC.	4,798.37
16-P0041174	5/31/2016	12	Media Systems	Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	10,609.76
16-P0041175	5/31/2016	12	Kinesiology - Intercol Athlet	Instructional Supplies	HOME DEPOT	500.00
16-P0041176	5/31/2016	33	EHS Administration	Instructional Supplies	WEINGART DESIGN	304.67
16-P0041177	5/31/2016	13	Grounds	Non-Instructional Supplies	VILLAGE NURSERIES	5,318.13
16-P0041179	5/31/2016	12	Admin Services Office	Instructional Supplies	STAPLES CONTRACT & COMMERCIAL INC	1,992.60
16-P0041180	5/31/2016	11	Transportation	Other Licenses & Fees	SCAQMD	122.53
16-P0041181	5/31/2016	12	DSPS Office	Equip-All Other >\$1,000<\$5,000	S-COMM INC	4,329.20
16-P0041182	5/31/2016	12	Nursing	Instructional Supplies	POCKET NURSE	799.96
16-P0041183	5/31/2016	11	Automotive Technology/Engine	Other Licenses & Fees	STATE OF CALIFORNIA	200.00
16-P0041184	5/31/2016	12	Corporate Training Institute	Software License and Fees	WELLS FARGO BANK	151.96
16-P0041185	5/31/2016	12	Small Business Dev Ctr Office	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	2,511.29
16-P0041186	6/1/2016 1	11	Purchasing	Contracting Services	SCS ENGINEERS	1,000.00
16-P0041187	6/1/2016 1	11	Maintenance	Non-Instructional Supplies	KNORR SYSTEMS INC	70.81
16-P0041188	6/1/2016 1	33	EHS Administration	Conference Expenses	HS UNIVERSITY	1,190.00
16-P0041189	6/1/2016 1	33	EHS Administration	Conference Expenses	CCDAA CALIF CHILD DEV ADMIN ASSOC	40.00
16-P0041190	6/1/2016 1	12	Engineering	Contracted Repair Services	CHERYL MARTINEZ	276.65
16-P0041191	6/1/2016 1	12	Biology	Transportation - Student	AIRPORT VAN RENTAL INC	1,000.00
16-P0041192	6/1/2016 1	33	EHS Administration	Food and Food Service Supplies	PARADISE BAKERY & CAFE	81.15
16-P0041193	6/1/2016 1	11	Chancellor's Office	Conference Expenses	WELLS FARGO BANK	716.24
16-P0041194	6/1/2016 1	12	Water Utility Science	Advertising	APOGEE PUBLICATIONS INC	1,400.00
16-P0041195	6/1/2016 1	12	Center for Teacher Education	Non-Instructional Supplies	HUMBERTO D. RODRIGUEZ	29.84

4.17  
(1)

No. 4.17

Legend: \* = Multiple Funds for this P.O.

Printed: 6/30/2016 12:11:01PM

Environment: Colleague

LoginID: LNEVILS

Purchase Order List

05/29/2016 thru 06/28/2016

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
16-P0041196	6/1/2016	12	Student Services Office	Reproduction/Printing Expenses	IMAGE PRINTING SOLUTIONS	917.20
16-P0041197	6/1/2016	11	Maintenance	Contracted Services	MCWIL SPORTS SURFACES INC	13,200.00
16-P0041198	6/1/2016	12	Student Services Office	Food and Food Service Supplies	JAY'S CATERING	331.00
16-P0041199	6/1/2016	11	District Wide Technology	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	1,197.97
16-P0041200	6/1/2016	12	Center for Teacher Education	Food and Food Service Supplies	ORLANDO BAEZ	159.13
16-P0041201	6/1/2016	12	EOPS	Food and Food Service Supplies	PJ OF ORANGE COUNTY ONE LP	99.28
16-P0041202	6/1/2016	12	Sign Language	Equip-Fed Prgm >\$1,000< \$5,000	AMAZON COM	1,673.99
16-P0041203	6/1/2016	12	Survey/Mapping Sciences	Equip-Fed Prgm > \$5,000	ALLEN INSTRUMENTS & SUPPLIES	11,334.60
16-P0041204	6/1/2016	12	Continuing Education Division	Advertising	WE DO GRAPHICS INC	388.80
16-P0041205	6/1/2016	11	Networking	Software License and Fees	COMPUTERLAND OF SILICON VALLEY	135.00
16-P0041206	6/1/2016	13	SAC Continuing Ed-Instruction	Reproduction/Printing Expenses	ONE SOURCE PRINT SOLUTIONS	2,036.66
16-P0041207	6/1/2016	12	SAC Continuing Ed-Instruction	Reproduction/Printing Expenses	IMAGE PRINTING SOLUTIONS	4,860.00
16-P0041208	6/1/2016	12	Small Business Dev Ctr Office	District Business/Sponsorships	O C SUPERINTENDENT OF SCHOOLS	10,000.00
16-P0041209	6/1/2016	12	Library Technology	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	10,669.46
16-P0041210	6/1/2016	12	Student Development	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	11,000.00
16-P0041211	6/1/2016	12	Continuing Education Division	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	608.91
16-P0041212	6/1/2016	12	SAC Continuing Ed-Instruction	Equip-All Other >\$200 < \$1,000	CDW GOVERNMENT INC.	605.11
16-P0041213	6/1/2016	12	Student Development	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
16-P0041214	6/1/2016	11	Mailroom	Contracted Repair Services	SOUTHERN AUTO BODY	3,025.40
16-P0041215	6/1/2016	11	District Wide Technology	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	1,749.72
16-P0041216	6/1/2016	12	Center for Teacher Education	Non-Instructional Supplies	FORESTRY SUPPLIERS INC	443.73
16-P0041217	6/1/2016	12	Veterans Resource Center	Non-Instructional Supplies	JOHN A TORRENCE III	754.80
16-P0041218	6/1/2016	11	Student Activities	Rental - Other (Short-term)	BALLOONS PLUSS	1,123.50
16-P0041219	6/1/2016	11	Student Activities	Rental - Other (Short-term)	BAKER PARTY RENTALS	110.00
16-P0041220	6/1/2016	13	Student Activities	Transportation - Student	DURHAM SCHOOL SERVICES	447.38
16-P0041221	6/1/2016	12	Academic Affairs Office	Equip-All Other >\$200 < \$1,000	CN SCHOOL AND OFFICE SOLUTIONS INC	5,255.28
16-P0041222	6/1/2016	12	EOPS	Equip-All Other >\$200 < \$1,000	CN SCHOOL AND OFFICE SOLUTIONS INC	6,526.21
16-P0041223	6/2/2016	11	District Wide Technology	Equip-All Other >\$200 < \$1,000	OPTIV SECURITY INC	33,486.55
16-P0041224	6/2/2016	11	District Wide Technology	Equip-All Other >\$200 < \$1,000	GOLDEN STAR TECHNOLOGY, INC.	12,969.77
16-P0041225	6/2/2016	11	District Wide Technology	Equip-All Other > \$5,000	SIDEPATH INC	43,457.04
16-P0041226	6/2/2016	12	Fire Technology	Equip-All Other > \$5,000	MCKESSON GENERAL MEDICAL CORP	25,203.17
16-P0041227	6/2/2016	13	Custodial	Non-Instructional Supplies	GLASBY MAINTENANCE SUPPLY	5,572.80
16-P0041228	6/3/2016	13	Student Activities	Rental - Other (Short-term)	CALIFORNIA BARRICADE RENTALS INC	3,222.00
16-P0041229	6/3/2016	11	Human Resources Office	Fingerprinting	LIVESCAN N' MORE INC	560.00
16-P0041230	6/3/2016	33	CDC Administration	Contracted Repair Services	ITW FOOD EQUIPMENT GROUP LLC	1,946.17
16-P0041231	6/3/2016	11	Business Operations' Office	Legal Expenses	HODGENLAW PC	6,400.00
16-P0041232	6/3/2016	11	Accounts Payable	Maint Contract - Office Equip	CI BUSINESS EQUIPMENT INC	218.00

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Legend: \* = Multiple Funds for this P.O.

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
16-P0041233	6/3/2016	11	Maintenance	Contracted Repair Services	SPILLMAN CORP	350.00
16-P0041234	6/3/2016	11	Maintenance	Contracted Repair Services	VORTEX INDUSTRIES	1,410.00
16-P0041235	6/3/2016	41	Facility Planning Office	Site Imprv - Contractor Svcs	TROPICAL PLAZA NURSERY	3,220.00
16-P0041236	6/3/2016	41	Facility Planning Office	Bldg Impr - Contractor Svcs	PROFESSIONAL PLUMBING &	4,360.00
16-P0041237	6/3/2016	41	Facility Planning Office	Bldg Impr - Contractor Svcs	TEAM ONE MANAGEMENT	1,700.00
16-P0041238	6/3/2016	41	Facility Planning Office	Bldg Impr - Contractor Svcs	IRVINE VALLEY AIR CONDITIONING INC	4,635.79
16-P0041239	6/3/2016	41	Facility Planning Office	Bldg Impr - Relocation/Moving	XEROX CORP	520.00
16-P0041240	6/3/2016	43	Facility Planning Office	Buildings - Other Services	ARBORWELL INC	1,575.00
16-P0041241	6/3/2016	41	Facility Planning Office	Bldg Impr - Relocation/Moving	MIKE'S MOVING SOLUTIONS LLC	14,000.00
16-P0041242	6/3/2016	11	SAC Continuing Ed-Instruction	Instructional Agrmt - Salary	TALLER SAN JOSE	3,593.40
16-P0041243	6/3/2016	13	Administrative Services Office	Legal Expenses	LIEBERT CASSIDY WHITMORE	10,068.50
16-P0041244	6/3/2016	12	Academic Affairs Office	Contracted Services	DAVIS BARBER PRODUCTIONS INC	4,320.00
16-P0041245	6/3/2016	12	Water Utility Science	Equip-All Other > \$5,000	US DIDACTIC, INC	33,480.00
16-P0041246	6/6/2016	12	Welding	Equip-Fed Prgm > \$5,000	THE LINCOLN ELECTRIC COMPANY	4,920.88
16-P0041247	6/6/2016	11	Business Operations' Office	Conference Expenses	ACBO ASSOC OF CHIEF	85.00
16-P0041248	6/6/2016	11	Environ Safety & Emer Services	Conference Expenses	HIRSCHFELD KRAEMER LLP	2,780.00
16-P0041249	6/6/2016	12	Student Equity	Conference Expenses	STEVEN M. SALCIDO	517.96
16-P0041250	6/6/2016	12	Student Equity	Conference Expenses	WESTERN ASSOC. OF VETERAN EDUC. SPECIALISTS	1,275.00
16-P0041251	6/6/2016	12	Student Equity	Conference Expenses	STEVEN M. SALCIDO	594.25
16-P0041252	6/6/2016	12	Student Equity	Conference Expenses	ALEXANDRIA A. VEGA	967.93
16-P0041253	6/6/2016	12	Student Equity	Conference Expenses	ELIZABETH BERGARA	1,001.89
16-P0041254	6/6/2016	33	EHS Administration	Equip-Mod Furn>\$1,000 < \$5,000	CN SCHOOL AND OFFICE SOLUTIONS INC	2,574.40
16-P0041255	6/6/2016	12	Student Equity	Conference Expenses	NAT'L ASSOC OF VETERANS PROGRAM ADMIN	550.00
16-P0041256	6/6/2016	12	Student Equity	Conference Expenses	STEVEN M. SALCIDO	584.01
16-P0041257	6/6/2016	11	Human Resources Office	Fingerprinting	STATE OF CALIFORNIA	9,062.00
16-P0041258	6/6/2016	12	Human Development	Instructional Supplies	GWENDOLYN MORGAN-BEAZELL	37.07
16-P0041259	6/6/2016	12	Digital Media Center	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	109.20
16-P0041260	6/6/2016	12	Sign Language	Instructional Supplies	AMAZON COM	461.76
16-P0041261	6/6/2016	11	Grounds	Rental-Equipment (Short-term)	UNITED RENTALS	754.09
16-P0041262	6/6/2016	12	Sign Language	Equip-All Other >\$200 < \$1,000	WELLS FARGO BANK	984.96
16-P0041263	6/6/2016	11	Accounts Payable	Non-Instructional Supplies	IMAGE PRINTING SOLUTIONS	64.80
16-P0041264	6/6/2016	11	Fiscal Services Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	303.78
16-P0041265	6/6/2016	12	Transfer Center	Food and Food Service Supplies	HAVE KITCHEN WILL TRAVEL, INC.	1,844.00
16-P0041266	6/6/2016	12	Sci, Math, Health Sci Office	Instructional Supplies	VWR FUNDING INC	104.57
16-P0041267	6/6/2016	12	LA/OC Regional Consortia	Contracted Services	SUNSTONE CENTER CT LESSEE	4,374.69
16-P0041268	6/6/2016	12	Student Services Office	Food and Food Service Supplies	SARA W. LUNDQUIST	152.50
16-P0041269	6/6/2016	12	Corporate Training Institute	Transportation - Student	POMONA UNIFIED SCHOOL DISTRICT	580.61

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
16-P0041270	6/6/2016	12	Student Services Office	Books, Mags & Subscrip-Non-Lib	JAROSLAW P. JANIO	292.82
16-P0041271	6/6/2016	33	CDC Administration	Non-Instructional Supplies	THE DICKLER CORPORATION	2,657.84
16-P0041272	6/6/2016	12	Biology	Contracted Services	DENISE M. FOLEY	54.00
16-P0041273	6/6/2016	12	Student Services Office	Conference Expenses	RP GROUP	2,710.00
16-P0041274	6/6/2016	12	Student Services Office	Conference Expenses	RP GROUP	6,275.00
16-P0041275	6/6/2016	33	CDC Administration	Non-Instructional Supplies	THE DICKLER CORPORATION	972.32
16-P0041276	6/6/2016	33	EHS Administration	Food and Food Service Supplies	SMART & FINAL	1,500.00
16-P0041277	6/6/2016	12	Pathways to Teaching	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	400.00
16-P0041278	6/6/2016	12	Pathways to Teaching	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	600.00
16-P0041279	6/6/2016	33	CDC Administration	Non-Instructional Supplies	AKERS THOMAS	2,038.20
16-P0041280	6/6/2016	41	Facility Planning Office	Bldg Impr - Contractor Svcs	BISHOP INC	24,075.00
16-P0041281	6/6/2016	12	Fire Academy	Instructional Agreements	DEPT OF FORESTRY & FIRE PROTECTION	3,936.00
* 16-P0041282	6/7/2016	12	College Advancement	Contracted Services	SMOLAR RYAN	12,745.20
* 16-P0041282	6/7/2016	13	College Advancement	Contracted Services	SMOLAR RYAN	2,074.80
PO Amt Total for *16-P0041282 :						14,820.00
16-P0041283	6/7/2016	13	Continuing Education Division	Class Schedules/Printing	ADVANCED WEB OFFSET INC	13,065.40
16-P0041284	6/7/2016	12	Ctr for Intl Trade Dev Office	Contracted Services	MAURO NICHOLAS	2,000.00
16-P0041285	6/7/2016	11	Application Systems	Contracted Services	D4 SOLUTIONS INC.	3,736.48
16-P0041286	6/7/2016	11	District Wide Technology	Software License and Fees	ELLUCIAN INC.	10,398.75
16-P0041287	6/7/2016	11	Maintenance	Contracted Repair Services	WEATHERITE CORP	259.00
16-P0041288	6/7/2016	11	Maintenance	Contracted Repair Services	SPILLMAN CORP	350.00
16-P0041289	6/7/2016	12	Orange Educ Ctr-Instruction	Software License and Fees	EDMENTUM INC	58,700.00
16-P0041290	6/8/2016	11	District Wide Technology	Software License and Fees	COMPUTERLAND OF SILICON VALLEY	169.00
16-P0041291	6/8/2016	12	LA/OC Regional Consortia	Non-Instructional Supplies	B & H PHOTO VIDEO INC	244.27
16-P0041292	6/8/2016	12	Nursing	Software License and Fees	EDUCATIONAL GLOBAL TECH INC	375.00
16-P0041293	6/8/2016	12	Small Business Dev Ctr Office	Internet Services	T-MOBILE USA INC	255.51
16-P0041294	6/8/2016	33	EHS Administration	Equip-All Other >\$200 < \$1,000	DOUG MOCKETT & COMPANY, INC.	658.10
16-P0041295	6/8/2016	11	President's Office	Conference Expenses	CCLC COMMUNITY COLLEGE LEAGUE	210.00
* 16-P0041296	6/8/2016	12	SAC Continuing Ed-Instruction	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	10,643.40
* 16-P0041296	6/8/2016	13	SAC Continuing Ed-Instruction	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	7,622.10
PO Amt Total for *16-P0041296 :						18,265.50
16-P0041297	6/8/2016	12	Corporate Training Institute	Books, Mags & Subscrip-Non-Lib	LEADING EDGE LESSONS	13,559.40
16-P0041298	6/8/2016	33	CDC Administration	Inst Dues & Memberships	CFPA CALIF. FOOD POLICY ADVOCATES	25.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
16-P0041299	6/8/2016	12	Welding	Equip-All Other > \$5,000	LASER STAR TECHNOLOGIES CORP	131,848.36
16-P0041300	6/8/2016	12	Resource Development	District Business/Sponsorships	O C SUPERINTENDENT OF SCHOOLS	5,000.00
16-P0041301	6/8/2016	12	Distance Education	Instructional Supplies	LUMEN LEARNING LLC	5,520.00
16-P0041302	6/8/2016	11	Honors Program	Conference Expenses	HONORS TRANSFER COUNCIL OF CALIF	490.00
16-P0041303	6/8/2016	12	ACT Center	Non-Instructional Supplies	ACT	174.75
16-P0041304	6/8/2016	11	Career Education Office	Inst Dues & Memberships	INTERNATIONAL CODE COUNCIL	500.00
16-P0041305	6/8/2016	12	Athletics	Instructional Supplies	VS ATHLETICS	715.40
16-P0041306	6/8/2016	33	EHS Administration	Non-Instructional Supplies	AMAZON COM	1,730.59
16-P0041307	6/8/2016	12	Athletics	Instructional Supplies	VS ATHLETICS	1,277.86
16-P0041308	6/8/2016	12	Corporate Training Institute	Transportation - Student	JFK TRANSPORTATION	383.75
16-P0041309	6/8/2016	12	Corporate Training Institute	Transportation - Student	JFK TRANSPORTATION	614.00
16-P0041310	6/8/2016	12	Corporate Training Institute	Transportation - Student	ANAHEIM UNION HIGH	391.00
16-P0041311	6/8/2016	11	Maintenance & Operations	Non-Instructional Supplies	SCHICK RECORDS MGMT	378.00
16-P0041312	6/8/2016	12	Counseling	Non-Instructional Supplies	TEAMWORK PROMOTIONAL	3,580.76
16-P0041313	6/8/2016	12	Continuing Education Division	Equip-All Other >\$200 < \$1,000	WELLS FARGO BANK	485.99
16-P0041314	6/8/2016	12	SAC Continuing Ed-Instruction	Equip-Tablet/Laptop>\$200<\$1000	APPLE COMPUTER INC	19,935.00
16-P0041315	6/8/2016	33	CDC Centennial Education Ctr	Contracted Services	ALLEYCAT DEVELOPMENT INC	12,650.00
16-P0041316	6/8/2016	11	Maintenance	Contracted Repair Services	SADDLEBACK GOLF CARS	1,500.00
16-P0041317	6/8/2016	11	Transportation	Contracted Repair Services	UNITED AUTOMOTIVE SVC INC	2,000.00
16-P0041318	6/8/2016	41	Facility Planning Office	Bldg Impr - Relocation/Moving	KING OFFICE SERVICES	11,192.00
16-P0041319	6/8/2016	12	EOPS	Rental - Other (Short-term)	CLASSIC PARTY RENTALS	600.00
16-P0041320	6/8/2016	41	Facility Planning Office	Bldg Impr - Materials OFIBO	THE GARLAND CO INC	120,137.87
16-P0041321	6/8/2016	42	Facility Planning Office	Site Improv - Contractor Svcs	HERK EDWARDS INC	28,690.00
16-P0041322	6/8/2016	12	Upward Bound	Food and Food Service Supplies	ROMELIA MADRIGAL	1,040.00
16-P0041323	6/8/2016	43	Facility Planning Office	Bldgs- Constructability Review	BERNARDS BROS INC	86,800.00
16-P0041324	6/8/2016	12	Veterans Resource Center	Conference Expenses	LILIANA QUINLAN	142.00
16-P0041325	6/8/2016	41	Facility Planning Office	Site Improv - AE Fee	LENTZ MORRISSEY ARCHITECTURE INC	112,390.00
16-P0041326	6/8/2016	42	Facility Planning Office	Bldg Impr - Precon Services	BERNARDS BROS INC	102,786.00
16-P0041327	6/8/2016	41	Facility Planning Office	Site Improv - Other Services	SILLMAN WRIGHT ARCHITECTS	250,000.00
16-P0041328	6/8/2016	41	Facility Planning Office	Site Improv - Other Services	MARK OKUBO ASSOCIATES INC	250,000.00
16-P0041329	6/9/2016	41	Facility Planning Office	Bldgs - Blueprint/Reprod/Adver	WESTBERG & WHITE INC	2,000.00
16-P0041330	6/9/2016	12	DSPS Office	Equip-Tablet/Laptop>\$200<\$1000	GOLDEN STAR TECHNOLOGY, INC.	41,556.00
16-P0041331	6/9/2016	12	High Tech Center DSPS	Software License and Fees	COMPUTERLAND OF SILICON VALLEY	1,200.00
16-P0041332	6/9/2016	12	Mathematics	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	2,204.83
16-P0041333	6/9/2016	12	Continuing Education Division	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	194.94
16-P0041334	6/9/2016	12	Ctr for Intl Trade Dev Office	Non-Instructional Supplies	DELL COMPUTER	573.51
16-P0041335	6/9/2016	33	EHS Administration	Non-Instructional Supplies	NAEYC	284.20

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount	
16-P0041336	6/9/2016	1	33	CDC Administration	Instructional Supplies	LAKESHORE LEARNING MATERIALS	6,770.03
16-P0041337	6/9/2016	1	12	Ctr for Intl Trade Dev Office	Other Licenses & Fees	NASBITE	3,950.00
16-P0041338	6/9/2016	1	12	Kinesiology - Intercol Athlet	Instructional Supplies	VARSITY BRANDS HOLDING CO INC	263.25
16-P0041340	6/13/2016		12	Student Development	Conference Expenses	AMERICAN EXPRESS	773.20
16-P0041341	6/13/2016		11	Human Resources Office	Food and Food Service Supplies	EVERHARVEST INVESTMENTS INC	556.20
16-P0041343	6/13/2016		33	CDC Administration	Non-Instructional Supplies	HOME DEPOT	1,000.00
16-P0041344	6/13/2016		33	CDC Administration	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	2,100.00
16-P0041345	6/13/2016		12	Financial Aid Office	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	1,005.22
16-P0041346	6/13/2016		33	CDC Administration	Equip-All Other >\$200 < \$1,000	SEHI COMPUTER PRODUCTS	784.07
16-P0041347	6/13/2016		33	EHS Administration	Conference Expenses	CA HEAD START ASSOC.	2,580.00
16-P0041348	6/13/2016		12	MESA	Conference Expenses	CATHERINE M. SHAFFER	3,721.00
16-P0041349	6/13/2016		12	MESA	Conference Expenses	COMPASS GROUP USA INC	3,250.00
16-P0041350	6/13/2016		12	MESA	Conference Expenses	UNIVERISTY OF ALASKA	6,860.00
16-P0041351	6/13/2016		12	MESA	Conference Expenses	CATHERINE M. SHAFFER	238.00
16-P0041352	6/13/2016		12	MESA	Conference Expenses	ABC MOTORHOME RENTALS INC	5,140.80
16-P0041353	6/13/2016		12	Distance Education	Software License and Fees	PROCTORIO INC	510.00
16-P0041354	6/13/2016		12	Center for Teacher Education	Non-Instructional Supplies	CN SCHOOL AND OFFICE SOLUTIONS INC	19,980.00
16-P0041355	6/13/2016		12	Continuing Education Division	Equip-All Other >\$1,000<\$5,000	APPERSON	4,066.93
16-P0041356	6/14/2016		33	CDC Administration	Instructional Supplies	US TOY CO CONSTRUCTIVE PLAYTHINGS	3,700.00
16-P0041357	6/14/2016		11	Maintenance	Contracted Repair Services	VERNES PLUMBING INC	700.00
16-P0041358	6/14/2016		12	Biology	Instructional Supplies	BIO RAD LABORATORIES	571.99
16-P0041359	6/14/2016		12	Career Education Office	Advertising	CALIF LAND SURVEYORS ASSOC	970.00
16-P0041360	6/14/2016		11	Library Services	Non-Instructional Supplies	DEMCO INC	788.60
16-P0041361	6/14/2016		11	Library Services	Library Books	GALE GROUP	476.56
16-P0041362	6/14/2016		12	Counseling	Contracted Services	D4 SOLUTIONS INC.	473.33
16-P0041363	6/14/2016		11	Maintenance	Rental-Equipment (Short-term)	CHIC PARTY RENTALS	249.95
16-P0041364	6/14/2016		12	Exercise Science	Instructional Supplies	BUDDY'S ALL STARS	2,988.78
16-P0041365	6/14/2016		12	Center for Teacher Education	Other Participant Travel Exp	SOUTHERN CALIF MARINE INSTITUTE	2,180.00
16-P0041366	6/14/2016		12	Academic Affairs Office	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	69.67
16-P0041367	6/14/2016		12	Exercise Science	Instructional Supplies	BUDDY'S ALL STARS	3,174.16
16-P0041368	6/14/2016		12	Orientation/Coord/Training	Transportation - Student	DURHAM SCHOOL SERVICES	8,842.32
16-P0041369	6/14/2016		11	Maintenance	Contracted Services	BISHOP INC	5,550.00
16-P0041370	6/14/2016		11	Maintenance	Contracted Services	WEATHERITE CORP	9,800.00
16-P0041371	6/14/2016		11	Fiscal Services Office	Conference Expenses	ACBO ASSOC OF CHIEF	85.00
16-P0041372	6/14/2016		41	Facility Planning Office	Bldgs - Blueprint/Reprod/Adver	C2 REPROGRAPHICS	1,987.20
16-P0041373	6/14/2016		11	Maintenance	Contracted Services	WEATHERITE CORP	6,900.00
16-P0041374	6/14/2016		11	Maintenance	Contracted Repair Services	VERNES PLUMBING INC	2,450.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
16-P0041375	6/14/2016	12	School & Community Partnership	Reproduction/Printing Expenses	QQN INC	5,524.20
16-P0041376	6/14/2016	12	Talent Search	Transportation - Student	MICHELANGELO LEASING INC	892.50
16-P0041377	6/14/2016	12	Student Equity	Books Paid for Students	AMAZON COM	195.30
16-P0041378	6/14/2016	12	Student Development	Conference Expenses	FEDERAL CENTER HOTEL ASSOC LLC	597.69
16-P0041380	6/14/2016	12	Dance	Instructional Supplies	HEATHER K. GILLETTE	2,114.84
16-P0041381	6/14/2016	33	EHS Administration	Contracted Services	THE ENTERTAINMENT PROS LLC	695.00
16-P0041382	6/14/2016	11	Maintenance	Contracted Services	TECHNICAL SAFETY SERVICES INC	2,399.00
16-P0041383	6/14/2016	11	Maintenance	Contracted Repair Services	KELLY DAVID KENT	1,162.00
16-P0041384	6/14/2016	11	SAC Continuing Ed-Instruction	Maint Contract - Office Equip	ECS IMAGING INC	99.00
16-P0041385	6/14/2016	11	Maintenance	Contracted Repair Services	WEATHERITE CORP	6,000.00
16-P0041386	6/14/2016	11	Maintenance	Contracted Repair Services	PYRO-COMM SYSTEMS INC	5,000.00
16-P0041387	6/14/2016	11	Maintenance	Contracted Services	VERNES PLUMBING INC	2,390.00
16-P0041388	6/14/2016	11	Digital Media Center	Contracted Services	ORANGE COUNTY FIRE PROTECTION	500.00
16-P0041389	6/15/2016	11	Library Services	Software License and Fees	EX LIBRIS USA INC	5,620.00
16-P0041390	6/15/2016	12	Academic Affairs Office	Software License and Fees	UTELOGY CORPORATION	14,041.25
16-P0041391	6/15/2016	41	Facility Planning Office	Software License and Fees	DABBLEFOX LLC	28,200.00
16-P0041392	6/15/2016	12	Welding	Equip-Fed Prgm > \$5,000	SIMS ORANGE WELDING SUPPLY	13,973.97
16-P0041393	6/15/2016	13	Admin Services Office	Non-Instructional Supplies	CN SCHOOL AND OFFICE SOLUTIONS INC	4,544.81
16-P0041394	6/16/2016	12	Resource Development	Non-Instructional Supplies	CN SCHOOL AND OFFICE SOLUTIONS INC	1,175.04
16-P0041395	6/16/2016	11	Administrative Services Office	Transportation - Student	MICHELANGELO LEASING INC	2,683.88
16-P0041396	6/16/2016	12	Library Services	Library Books - Databases	OCLC ONLINE COMPUTER LIBRARY	1,739.00
16-P0041397	6/16/2016	12	ACT Center	Non-Instructional Supplies	ACT	7.00
16-P0041398	6/16/2016	12	Upward Bound	Awards & Incentives	MICHAEL J MACKENZIE	61.72
16-P0041399	6/16/2016	12	Student Development	Non-Instructional Supplies	SABERS RENA	8,265.32
16-P0041400	6/16/2016	12	Student Development	Non-Instructional Supplies	JOHN A TORRENCE III	371.40
16-P0041401	6/16/2016	12	Educational Services Office	Contracted Services	CONSTANT CONTACT	612.00
16-P0041402	6/16/2016	12	Welding	Equip-Fed Prgm > \$5,000	THE LINCOLN ELECTRIC COMPANY	79,921.83
16-P0041403	6/16/2016	12	Educational Services Office	Reproduction/Printing Expenses	VIA PROMOTIONALS	987.96
16-P0041404	6/16/2016	12	Upward Bound	Other Exp Paid for Students	DON BOOKSTORE	1,242.00
16-P0041405	6/16/2016	12	Academic Computing	Instructional Supplies	BUSINESS MACHINES SECURITY	1,763.18
16-P0041406	6/16/2016	12	DSPS Office	Maint Contract - Office Equip	HUMANWARE INC	645.00
16-P0041407	6/16/2016	12	Student Services Office	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	12,960.00
16-P0041408	6/16/2016	41	Continuing Education Division	Buildings - Relocation/Moving	BLANKENSHIP, SHARLENE	484.06
16-P0041409	6/16/2016	41	Facility Planning Office	Site Improv - Other Services	D4 SOLUTIONS INC.	513.84
16-P0041410	6/16/2016	12	Biology	Equip-All Other >\$1,000<\$5,000	SIDEPATH INC	3,233.52
16-P0041411	6/16/2016	13	Chancellor's Office	Contracted Services	ACADEMIC SENATE FOR	1,000.00
16-P0041412	6/16/2016	12	Biology	Equip-Tablet/Laptop>\$200<\$1000	GOLDEN STAR TECHNOLOGY, INC.	26,925.13

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Legend: \* = Multiple Funds for this P.O.

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
16-P0041413	6/16/2016	12	Continuing Education Division	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	1,413.48
16-P0041414	6/16/2016	12	Instl Effectiveness/Assessment	Software License and Fees	LYNDA COM INC	1,750.00
16-P0041415	6/16/2016	11	Maintenance	Contracted Services	WEATHERITE CORP	11,737.00
16-P0041416	6/16/2016	11	Digital Media Center	Contracted Repair Services	CONTROL AIR CONDITIONING CORP	1,371.21
16-P0041417	6/16/2016	12	Resource Development	Equip-All Other >\$200 < \$1,000	GOLDEN STAR TECHNOLOGY, INC.	751.26
16-P0041418	6/16/2016	41	Facility Planning Office	Site Improv - Land Survey	PENCO ENGINEERING INC	100,000.00
16-P0041419	6/16/2016	41	Facility Planning Office	Bldg Impr - AE Fee	LIONAKIS	78,150.00
16-P0041420	6/20/2016	13	Administrative Services Office	Equip-All Other >\$200 < \$1,000	ADVENTURES IN ADVERTISING	9,057.40
* 16-P0041421	6/20/2016	11	Networking	Equip-All Other >\$1,000<\$5,000	DELL COMPUTER	3,057.07
* 16-P0041421	6/20/2016	12	Engineering	Equip-Fed Prgm >\$1,000< \$5,000	DELL COMPUTER	4,684.73
PO Amt Total for *16-P0041421 :						7,741.80
16-P0041422	6/20/2016	13	Administrative Services Office	Equip-All Other >\$200 < \$1,000	CN SCHOOL AND OFFICE SOLUTIONS INC	18,336.67
16-P0041423	6/20/2016	33	CDC Santa Ana College - East	Non-Instructional Supplies	SMART & FINAL	66.69
16-P0041424	6/20/2016	11	Honors Program	Non-Instructional Supplies	MARK A. SMITH	67.25
16-P0041425	6/20/2016	33	CDC Santa Ana College	Equip-All Other >\$1,000<\$5,000	BESTWAY LAUNDRY SOLUTIONS	2,257.84
16-P0041426	6/20/2016	12	Counseling	Non-Instructional Supplies	CYNTHIA C FAGREY	4,256.89
16-P0041427	6/20/2016	11	Digital Media Center	Contracted Services	ORANGE COUNTY FIRE PROTECTION	2,500.08
16-P0041428	6/20/2016	12	EOPS	Non-Instructional Supplies	TAB PRODUCTS CO	67.13
16-P0041429	6/20/2016	12	EOPS	Other Exp Paid for Students	SVM LP	521.95
16-P0041430	6/20/2016	12	Financial Aid Office	Non-Instructional Supplies	IMAGE PRINTING SOLUTIONS	1,053.00
16-P0041431	6/20/2016	12	Student Equity	Transportation - Student	MICHELANGELO LEASING INC	1,575.00
16-P0041432	6/20/2016	12	LA/OC Regional Consortia	Food and Food Service Supplies	F & S FOOD SERVICES INC	323.95
16-P0041433	6/20/2016	12	LA/OC Regional Consortia	Contracted Services	SUNSTONE CENTER CT LESSEE	2,937.20
16-P0041434	6/20/2016	12	Ctr for Intl Trade Dev Office	Food and Food Service Supplies	CORNER BAKERY/CBC RESTAURANT	121.00
16-P0041435	6/20/2016	12	Student Equity	Conference Expenses	SONG NGUYET L. GRAHAM	457.20
16-P0041436	6/20/2016	12	Student Equity	Conference Expenses	WESTERN ASSOC. OF VETERAN EDUC. SPECIALISTS	425.00
16-P0041437	6/20/2016	11	Safety & Security Office	Conference Expenses	GLOCK PROFESSIONAL INC	250.00
16-P0041438	6/20/2016	12	Counseling	Food and Food Service Supplies	HAVE KITCHEN WILL TRAVEL, INC.	700.00
16-P0041439	6/20/2016	33	EHS Administration	Instructional Supplies	LAKESHORE LEARNING MATERIALS	1,000.00
16-P0041440	6/20/2016	12	Continuing Education Division	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	134.80
16-P0041441	6/20/2016	11	International Student Program	Courier/Delivery Services	FEDEX	66.83
16-P0041444	6/20/2016	12	Small Business Dev Ctr Office	Conference Expenses	RUSSO JOHN DOMINICK	2,555.00
16-P0041446	6/20/2016	12	Student Equity	Contracted Services	THE EVERGREEN STATE COLLEGE	2,000.00
16-P0041447	6/20/2016	11	International Student Program	Reproduction/Printing Expenses	WE DO GRAPHICS INC	518.40
16-P0041448	6/20/2016	12	LA/OC Regional Consortia	Contracted Services	FOUNDATION FOR CALIFORNIA	2,400.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
16-P0041449	6/21/2016	12	DSPS Office	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	4,320.00
16-P0041450	6/21/2016	12	DSPS	Equip-All Other >\$1,000<\$5,000	EDDY CONSULTING LLC	4,957.20
16-P0041451	6/21/2016	12	Instl Effectiveness/Assessment	Software License and Fees	COMPUTERLAND OF SILICON VALLEY	134.40
16-P0041452	6/21/2016	11	Networking	Equip-All Other >\$200 < \$1,000	CDW GOVERNMENT INC.	22,712.40
16-P0041453	6/21/2016	11	Maintenance	Contracted Repair Services	ACCO ENGINEERED SYSTEMS INC	949.93
16-P0041454	6/21/2016	12	A&R Office - Credit	Equip-Tablet/Laptop>\$200<\$1000	GOLDEN STAR TECHNOLOGY, INC.	123,996.00
16-P0041455	6/21/2016	12	Academic Affairs Office	Equip-w/Contr Svc > \$5,000	DIGITAL NETWORKS GROUP INC	110,933.44
16-P0041456	6/21/2016	12	Digital Media Center	Food and Food Service Supplies	SAGE RESTAURANT GROUP INC	21.60
16-P0041457	6/21/2016	12	Athletics	Instructional Supplies	ADVENTURES IN ADVERTISING	238.56
16-P0041458	6/21/2016	12	Exercise Science	Instructional Supplies	CAREY STEVEN D	2,558.32
16-P0041459	6/21/2016	12	Safety & Parking - DO	Non-Instructional Supplies	ENTENMANN ROVIN CO	923.50
16-P0041460	6/21/2016	11	Safety & Security Office	Non-Instructional Supplies	BEEGA'S BOYS	18.34
16-P0041461	6/21/2016	11	Safety & Security Office	Non-Instructional Supplies	GRP2 UNIFORMS INC	295.89
16-P0041462	6/21/2016	33	CDC Administration	Conference Expenses	CCDAA CALIF CHILD DEV ADMIN ASSOC	235.00
16-P0041463	6/21/2016	12	Center for Teacher Education	Equip-Fed Prgm >\$1,000< \$5,000	EMBEE TECHNOLOGIES	8,241.44
16-P0041464	6/21/2016	12	Instl Effectiveness/Assessment	Books, Mags & Subscrip-Non-Lib	WELLS FARGO BANK	2,002.35
16-P0041465	6/21/2016	11	Admin Services Office	Class Schedules/Printing	IMAGE PRINTING SOLUTIONS	4,744.40
16-P0041466	6/21/2016	12	ACT Center	Non-Instructional Supplies	B & H PHOTO VIDEO INC	424.98
16-P0041467	6/21/2016	33	CDC Administration	Equip-All Other >\$200 < \$1,000	US TOY CO CONSTRUCTIVE PLAYTHINGS	1,522.77
16-P0041468	6/21/2016	12	Upward Bound	Food and Food Service Supplies	SANTIAGO HILLS AUTO SPA INC	700.00
16-P0041469	6/21/2016	41	Facility Planning Office	Site Impr-Blueprint/Reprod/Adv	AMERICAN REPROGRAPHICS CO LLC	86.53
16-P0041470	6/21/2016	12	Academic Affairs Office	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	281.68
16-P0041471	6/21/2016	11	Board of Trustees	Non-Instructional Supplies	MANRIQUEZ RAQUEL STACIE	37.80
16-P0041472	6/21/2016	11	Transportation	Repair & Replacement Parts	YALE CHASE	515.28
16-P0041473	6/21/2016	11	Transportation	Contracted Repair Services	MATERIAL HANDLING SUPPLY INC	658.54
16-P0041474	6/21/2016	12	School & Community Partnership	Non-Instructional Supplies	IMAGE PRINTING SOLUTIONS	597.16
16-P0041475	6/21/2016	12	Research	Equip-Fed Prgm >\$1,000< \$5,000	SHI INTERNATIONAL CORP	1,905.00
16-P0041476	6/21/2016	11	Grounds	Maint/Oper Service Agreements	HEID JARED STEPHEN	2,000.00
16-P0041477	6/21/2016	12	Resource Development	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	2,005.55
16-P0041478	6/21/2016	33	EHS Administration	Contracted Services	DE LA TORRE COMMERCIAL	1,688.00
16-P0041479	6/21/2016	12	Scholarships Office	Software License and Fees	BLACKBAUD INC	793.61
16-P0041480	6/21/2016	12	Exercise Sci & Athletic Office	Software License and Fees	COMPUTER SPORTS MEDICINE, INC.	850.00
16-P0041481	6/22/2016	13	Publications	Non-Instructional Supplies	STAPLES CONTRACT & COMMERCIAL INC	393.98
16-P0041482	6/22/2016	12	Transfer Center	Contracted Services	SANTA ANA COLLEGE FOUNDATION	900.00
16-P0041483	6/22/2016	11	Graphic Communications	Non-Instructional Supplies	WELLS FARGO BANK	276.60
16-P0041484	6/22/2016	12	SAC Continuing Ed-Instruction	Rental - Facility (Short-term)	OC CHILDREN'S THERAPEUTIC ART CTR	1,869.00
16-P0041485	6/22/2016	12	SAC Continuing Ed-Instruction	Rental - Facility (Short-term)	EL SOL SCIENCE & ART'S	3,202.50

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
16-P0041486	6/22/2016	12	SAC Continuing Ed-Instruction	Rental - Facility (Short-term)	DELHI CENTER	820.75
16-P0041487	6/22/2016	12	SAC Continuing Ed-Instruction	Rental - Facility (Short-term)	OUR LADY OF THE PILLAR CHURCH	1,832.25
16-P0041488	6/22/2016	12	Career Education Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	178.48
16-P0041489	6/22/2016	12	MESA	Food and Food Service Supplies	CATHERINE M. SHAFFER	1,094.52
16-P0041493	6/22/2016	42	Facility Planning Office	Bldg Impr - Haz Mat	ALTA ENVIRONMENTAL	7,470.25
16-P0041497	6/22/2016	41	Facility Planning Office	Bldgs - Blueprint/Reprod/Adver	NATASIA MELENDEZ	14,857.50
16-P0041499	6/22/2016	12	Exercise Science	Instructional Supplies	LYTLE SCREEN PRINTING INC	2,967.84
16-P0041500	6/22/2016	12	Academic Affairs Office	Instructional Supplies	TURNING TECHNOLOGIES LLC	1,593.32
16-P0041501	6/22/2016	11	Maintenance	Non-Instructional Supplies	WATERLINE TECHNOLOGIES	3,000.00
16-P0041502	6/22/2016	12	Financial Aid Office	Conference Expenses	STEVEN M. SALCIDO	2,000.00
16-P0041503	6/22/2016	12	Resource Development	Contracted Services	L DYE DORA J	14,400.00
16-P0041504	6/22/2016	12	Resource Development	Contracted Services	BOLTON ALISON	14,400.00
16-P0041505	6/22/2016	12	Resource Development	Contracted Services	BELTRAMO KAREN E	14,400.00
16-P0041506	6/22/2016	12	Resource Development	Contracted Services	ARZOUMANIAN ARINEH	14,400.00
16-P0041507	6/22/2016	12	Resource Development	Contracted Services	LEYDEN MATTHEW	14,400.00
16-P0041508	6/22/2016	12	Educational Services Office	Contracted Services	WEST TOBI	5,000.00
16-P0041509	6/22/2016	12	Resource Development	Contracted Services	FRIEDMAN JOSH	14,400.00
16-P0041510	6/22/2016	12	Student Equity	Non-Instructional Supplies	IMAGE PRINTING SOLUTIONS	7,329.87
16-P0041511	6/22/2016	11	Maintenance	Repair & Replacement Parts	BARRETT ENGINEERED PUMPS	6,993.59
16-P0041512	6/22/2016	11	Maintenance	Repair & Replacement Parts	VERNES PLUMBING INC	10,260.00
16-P0041513	6/22/2016	11	Admin Services Office	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	542.28
16-P0041514	6/22/2016	12	School & Community Partnership	Conference Expenses	AMERICAN EXPRESS	857.20
16-P0041515	6/22/2016	12	Digital Media Center	Contracted Services	LEMUS IRVIN B	3,000.00
16-P0041516	6/22/2016	12	Student Services Office	Conference Expenses	CARLOS L. LOPEZ	450.00
16-P0041517	6/22/2016	33	CDC Santa Ana College - East	Contracted Services	DE LA TORRE COMMERCIAL	2,145.00
16-P0041518	6/22/2016	33	CDC Santa Ana College	Contracted Services	DE LA TORRE COMMERCIAL	2,117.00
16-P0041519	6/22/2016	11	Student Activities	Rental - Other (Short-term)	CITY SANTA ANA	1,474.67
16-P0041520	6/22/2016	12	Educational Services Office	Contracted Services	LEMUS IRVIN B	5,000.00
16-P0041521	6/23/2016	12	Continuing Education Division	Equip-All Other >\$1,000<\$5,000	CDW GOVERNMENT INC.	1,571.17
16-P0041522	6/23/2016	12	A&R Office - Credit	Equip-All Other >\$1,000<\$5,000	SEHI COMPUTER PRODUCTS	11,851.56
16-P0041523	6/23/2016	12	Talent Search	Equip-All Other >\$200 < \$1,000	SEHI COMPUTER PRODUCTS	338.62
16-P0041524	6/23/2016	11	Educational Services Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	210.59
16-P0041525	6/23/2016	12	Educational Services Office	District Business/Sponsorships	FOUNDATION FOR CALIFORNIA	4,000.00
16-P0041526	6/23/2016	41	Facility Planning Office	Bldg Impr - Contractor Svcs	HAMPTON TEDDER TECHNICAL SVCS INC	21,000.00
16-P0041527	6/23/2016	33	EHS Administration	Inst Dues & Memberships	NAT'L HEAD START ASSOC	800.00
16-P0041528	6/23/2016	11	Academic Support - SAC	Contracted Repair Services	KLM INC	2,327.67
16-P0041529	6/23/2016	12	Center for Teacher Education	Other Participant Travel Exp	CALIFORNIA TEACHERS ASSOC	264.00

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16-P0041530	6/23/2016	12	Center for Teacher Education	Other Participant Travel Exp	CSU FULLERTON	75.00
16-P0041531	6/23/2016	33	EHS Administration	Inst Dues & Memberships	CA HEAD START ASSOC.	700.00
16-P0041532	6/23/2016	12	Instl Effectiveness/Assessment	Equip-All Other >\$1,000<\$5,000	CDW GOVERNMENT INC.	7,466.64
16-P0041533	6/23/2016	11	Graphic Communications	Books, Mags & Subscrip-Non-Lib	WELLS FARGO BANK	654.71
16-P0041534	6/23/2016	11	Purchasing	Contracted Services	PAPER DEPOT DOCUMENT	100.00
16-P0041535	6/23/2016	11	Academic Support - SCC	Contracted Repair Services	KLM INC	1,950.00
16-P0041536	6/23/2016	41	Facility Planning Office	Equip-All Other >\$1,000<\$5,000	GLASBY MAINTENANCE SUPPLY	58,536.00
16-P0041537	6/23/2016	41	Facility Planning Office	Equip-All Other >\$200 < \$1,000	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	13,882.93
16-P0041538	6/27/2016	12	Center for Teacher Education	Equip-Fed Prgm >\$1,000< \$5,000	APPLE COMPUTER INC	2,584.08
16-P0041539	6/27/2016	12	A&R Office - Credit	Equip-All Other >\$200 < \$1,000	B & H PHOTO VIDEO INC	768.85
16-P0041540	6/27/2016	12	A&R Office - Credit	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	4,871.40
16-P0041541	6/27/2016	12	Media Systems	Equip-All Other >\$200 < \$1,000	GOLDEN STAR TECHNOLOGY, INC.	6,923.42
16-P0041542	6/27/2016	12	LA/OC Regional Consortia	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	720.99
16-P0041543	6/27/2016	12	LA/OC Regional Consortia	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	703.01
* 16-P0041544	6/27/2016	11	Admin Services Consortia	Class Schedules/Printing	ADVANCED WEB OFFSET INC	1,408.32
* 16-P0041544	6/27/2016	13	Academic Affairs Office	Class Schedules/Printing	ADVANCED WEB OFFSET INC	4,224.96
PO Amt Total for *16-P0041544 :						5,633.28
16-P0041545	6/27/2016	12	Small Business Dev Ctr Office	Software License and Fees	CERTIPORT INC	9,195.00
16-P0041547	6/27/2016	12	School & Community Partnership	Non-Instructional Supplies	IMAGE PRINTING SOLUTIONS	1,282.80
16-P0041548	6/27/2016	12	Pathways to Teaching	Other Licenses & Fees	PROJECT TOMORROW	8,902.00
16-P0041549	6/27/2016	12	Corporate Training Institute	Transportation - Student	JFK TRANSPORTATION	347.00
16-P0041550	6/27/2016	12	Corporate Training Institute	Transportation - Student	ANAHEIM UNION HIGH	396.00
16-P0041551	6/27/2016	11	Publications	Contracted Repair Services	INLAND CUTTER SERVICE INC	532.92
16-P0041552	6/27/2016	33	EHS Administration	Rental-Equipment (Short-term)	CITY OF SANTA ANA	417.00
16-P0041553	6/27/2016	11	Maintenance	Contracted Repair Services	SUNBELT CONTROLS INC	1,980.00
16-P0041554	6/27/2016	11	Maintenance	Contracted Repair Services	VORTEX INDUSTRIES	596.00
16-P0041555	6/27/2016	11	Maintenance	Contracted Repair Services	HEID JARED STEPHEN	625.00
16-P0041556	6/27/2016	12	Business Division Office	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,295.98
16-P0041557	6/27/2016	12	Biology	Rental - Other (Short-term)	VITAL LINK OF ORANGE COUNTY	148.00
16-P0041558	6/27/2016	41	Facility Planning Office	Site Improv - Materials OFIBO	WELLS FARGO BANK	111.60
16-P0041559	6/27/2016	12	Pathways to Teaching	Equip-All Other >\$1,000<\$5,000	APPLE COMPUTER INC	1,554.36
16-P0041560	6/27/2016	12	Welding	Equip-All Other > \$5,000	SIMS ORANGE WELDING SUPPLY	200,966.92
16-P0041561	6/27/2016	41	Facility Planning Office	Non-Instructional Supplies	MONTGOMERY HARDWARE CO	520.72
16-P0041562	6/27/2016	12	Exercise Science	Instructional Supplies	D3 SPORTS INC.	2,999.98
16-P0041563	6/27/2016	12	Center for Teacher Education	Equip-Fed Prgm >\$1,000< \$5,000	LEWIS & LEWIS ENTERPRISES	10,238.40

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
16-P0041564	6/28/2016	11	International Student Program	Contracted Services	RSCCD DISTRICT FOUNDATION	2,214.89
16-P0041574	6/28/2016	11	Library Services	Library Books - Periodicals	FREEDOM COMMUNICATIONS, INC	147.31
16-P0041575	6/28/2016	11	District Wide Technology	Equip-Tablet/Laptop>\$200<\$1000	HEWLETT PACKARD CO	372.62
16-P0041576	6/28/2016	12	Continuing Education Division	Contracted Services	SOCAL SHRED LLC	110.00
16-P0041577	6/28/2016	12	Corporate Training Institute	Books, Mags & Subscrip-Non-Lib	LEADING EDGE LESSONS	13,559.40
16-P0041578	6/28/2016	13	Student Activities	Non-Instructional Supplies	FONTIS SOLUTIONS	835.49
16-P0041579	6/28/2016	11	Maintenance & Operations	Contracted Repair Services	HILLS BROS LOCK & SAFE	106.50
16-P0041580	6/28/2016	61	Risk Management	Legal Expenses	THE FELDHAKE LAW FIRM	1,439.50
16-P0041581	6/28/2016	42	Facility Planning Office	Bldg Impr - Mod Lease/Purch	MCGRATH RENT CORP	3,516.00
16-P0041582	6/28/2016	41	Facility Planning Office	Bldg Impr - Contractor Svcs	D4 SOLUTIONS INC.	520.64
16-P0041583	6/28/2016	11	Maintenance & Operations	Contracted Repair Services	THE LIGHTHART CORP	562.50
16-P0041584	6/28/2016	12	DSPS Office	Equip-All Other >\$1,000<\$5,000	AT KRATTER & CO	7,317.20
16-P0041585	6/28/2016	12	Math	Instructional Supplies	B & H PHOTO VIDEO INC	14,476.32
16-P0169356	6/6/2016 1	12	Digital Media Center	Contracted Services	O C SUPERINTENDENT OF SCHOOLS	10,000.00
16-P0169357	6/6/2016 1	12	Digital Media Center	Contracted Services	O C SUPERINTENDENT OF SCHOOLS	15,000.00
16-P0169358	6/7/2016 1	12	Upward Bound	Contracted Services	CSU FULLERTON AUXILIARY SVCS CORP	22,928.00
16-P0169359	6/8/2016 1	12	Counseling	Contracted Services	CSU FULLERTON AUXILIARY SVCS CORP	10,000.00
16-P0169360	6/8/2016 1	12	SAC Continuing Ed-Instruction	Rental - Facility (Short-term)	SANTA ANA UNIFIED SCHOOL DIST	21,675.00
16-P0169361	6/14/2016	12	Small Business Dev Ctr Office	Contracted Services	SO ORANGE COUNTY COMMUNITY COLLEGE DIST	11,180.00
16-P0169362	6/15/2016	12	Counseling	Contracted Services	REGENTS OF THE UNIV OF CALIF	30,000.00
16-P0169363	6/22/2016	12	Apprenticeship	Contracted Services	SOUTHWEST CARPENTERS	69,234.83
16-P0169364	6/22/2016	12	Digital Media Center	Contracted Services	COAST COMMUNITY COLLEGE DISTRICT	12,000.00
16-P0179027	6/27/2016	11	District Wide Technology	Software Support Service-Fixed	COMPUTERLAND OF SILICON VALLEY	315.00
<b>Grand Total :</b>						<b>3,527,560.66</b>

4.17 (12)

Legend: \* = Multiple Funds for this P.O.

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Environment: Colleague

LoginID: LNEVILS

Legend for All Funds at RSCCD	
Fund	Description
11	General Fund Unrestricted
12	General Fund Restricted
13	GF Unrestricted One-Time Funds
21	Bond Int & Red Fund, Series A
22	Bond Int & Red Fund, Series B
23	Bond Int & Red Fund, Series C
24	Bond Interest & Redemp Fund
31	Bookstore Fund
33	Child Development Fund
41	Capital Outlay Projects Fund
42	Bond Fund, Measure E
43	Bond Fund, Measure Q
51	Fixed Assets
52	Cash Flow Fund
61	Property and Liability Fund
62	Workers' Compensation Fund
63	Retiree Benefits Fund
71	Associated Students Fund
72	Representation Fee Trust Fund
74	Student Financial Aid Fund
76	Community Education Fund
79	Diversified Trust Fund
81	Diversified Agency Fund
91	Foundation Gen Op Fund Uninvst
92	Foundation Gen Op Fund Invest
93	Foundation Trust Fund Uninvest
94	Foundation Trust Fund Invested
95	Foundation Scholar Fund Uninvt
96	Foundation Scholar Fund Invest
97	Foundation Rest Rev Fund Uninv
98	Foundation Rest Rev Fund Invst
99	Foundation Endowment Fund

4.17 (13)

**Legend:** \* = Multiple Funds for this P.O.

**Printed:** 6/30/2016 12:11:01PM

**Environment:** Colleague

**LoginID:** LNEVILS

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM MAY 29, 2016 THROUGH JUNE 28, 2016  
BOARD MEETING OF JULY 18, 2016**

P.O. #	Amount	Description	Department	Comment
16-P0041160	\$16,216.56	Roundtrip airfares for (2) staff members and (24) SAC students to attend the Summer Alaska Field Research Experience, University of Alaska - Fairbanks from August 3-13, 2016	SAC-Counseling	
16-P0041223	\$33,486.55	Aruba wireless access points and outdoor wireless directional antennas	DO-ITS	Received Quotations: 1) * Optiv Security, Inc. 2) CDW Government * Successful Bidder
16-P0041225	\$43,457.04	Brocade network switches and hardware support	DO-ITS	Purchased from the Western States Contracting Alliance (WSCA) Master Price Agreement #7-14-70-01 Board approved: February 23, 2015
16-P0041226	\$25,203.17	Exercise stress system with treadmill and related components	SAC-Fire Technology	Received Quotations: 1) * McKesson Medical-Surgical 2) Mortara Equipment, Inc. * Successful Bidder
16-P0041245	\$33,480.00	Centrifugal, Piston, Multi-Stage Centrifugal & Diaphragm pumps	SCC-Business & Career Technical Education	These are replacement parts to existing equipment and only available by one distributor in the US.
16-P0041280	\$24,075.00	Moisture barrier mockup at Santa Ana College - Building A-101	DO-Facility Planning	Received Quotations: 1) * Bishop, Inc. 2) C.A. Grainger Construction, Inc. * Successful Bidder
16-P0041289	\$58,700.00	Edmentum higher education post secondary academic library licenses and educator advantage virtual and onsite sessions	SAC-Administrative Services	More licenses are needed to support labs (Basic Skills Initiative and High School program) at SAC campus

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM MAY 29, 2016 THROUGH JUNE 28, 2016  
BOARD MEETING OF JULY 18, 2016**

P.O. #	Amount	Description	Department	Comment
16-P0041296	\$18,265.50	Miscellaneous textbooks	CEC-Business Skills	
16-P0041299	\$131,848.36	Two industrial laser welding systems	SAC-Welding Technology	Bid #1286 Board approved: May 16, 2016
16-P0041314	\$19,935.00	Apple iPad Air 2 tablets and related accessories	CEC-ESL	Sole Source Board approved: July 25, 2005
16-P0041320	\$120,137.87	Roofing materials related to Buildings E & K Roof Replacement project at Santa Ana College	DO-Facility Planning	Purchased from the California Multiple Award Schedule (CMAS) Contract #4-01-56-0006A Board approved: June 17, 2013
16-P0041321	\$28,690.00	Exterior Bleachers project at Santiago Canyon College - Building G, Aquatics	DO-Facility Planning	Informal Bid #1291 To be Board ratified: July 18, 2016
16-P0041323	\$86,800.00	Consultant to provide constructability review services for the Santa Ana College - Science Center	DO-Facility Planning	Board approved: May 31, 2016
16-P0041325	\$112,390.00	Consultant to provide architectural engineering services for the Emergency Blue Phone and ADA Path of Travel project District-wide	DO-Facility Planning	Board approved: May 31, 2016
16-P0041326	\$102,786.00	Consultant to provide pre-construction services for the Orange Education Center Building Certification project	DO-Facility Planning	Board approved: May 31, 2016
16-P0041327	\$250,000.00	Consultant to provide District-wide access compliance consulting services for various sites	DO-Facility Planning	Board approved: May 31, 2016
16-P0041328	\$250,000.00	Consultant to provide District-wide access compliance consulting services for various sites	DO-Facility Planning	Board approved: May 31, 2016

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM MAY 29, 2016 THROUGH JUNE 28, 2016  
BOARD MEETING OF JULY 18, 2016**

P.O. #	Amount	Description	Department	Comment
16-P0041330	\$41,556.00	HP tablets & extended warranties	SAC-DSPS	Purchased from the Western States Contracting Alliance (WSCA) Master Price Agreement #MNNVP-133 Board approved: November 9, 2015
16-P0041354	\$19,980.00	Bella Series student chairs	SAC-Student Services	Purchased from the Hawthorne Bid #13-14-1 Board approved: March 24, 2014
16-P0041391	\$28,200.00	Three-year Dabblefox software licenses and related setups, connections & virtual training	DO-Facility Planning	This replaces the current facility software to manage room inventory. This software provides a more efficient view of available space plus other aspect of facility management.
16-P0041402	\$79,921.83	Robot Arm LE System 5 and related components	SAC-Welding Technology	Received Quotations: 1) * Lincoln Electric Co. 2) Sims Orange Welding Supply, Inc. 3) Tri-Star Gases * Successful Bidder
16-P0041412	\$26,925.13	HP Probook laptop computers and extended warranties	SCC-Business & Career Technical Education	Purchased from the Western States Contracting Alliance (WSCA) Master Price Agreement #MNNVP-133 Board approved: November 9, 2015
16-P0041418	\$100,000.00	Consultant to provide on-call District-wide land surveying services	DO-Facility Planning	Board approved: June 13, 2016
16-P0041419	\$78,150.00	Consultant to provide architectural services for ADA Paper Towel Dispenser project at Santiago Canyon College	DO-Facility Planning	Board approved: June 13, 2016

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**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM MAY 29, 2016 THROUGH JUNE 28, 2016  
BOARD MEETING OF JULY 18, 2016**

P.O. #	Amount	Description	Department	Comment
16-P0041422	\$18,336.67	Twenty outdoor round tables	SAC-Maintenance & Operations	Purchased from the Hawthorne Bid #13-14-1 Board approved: March 24, 2014
16-P0041452	\$22,712.40	Aruba access points, wall mounts and outdoor hanging mounts	DO-ITS	Received Quotations: 1) * CDW Government 2) Optiv Security, Inc. * Successful Bidder
16-P0041454	\$123,996.00	HP tablets & extended warranties	SAC-Student Services	Purchased from the Western States Contracting Alliance (WSCA) Master Price Agreement #MNNVP-133 Board approved: November 9, 2015
16-P0041455	\$110,933.44	Audio-Video Integration Services project for various classrooms at Santiago Canyon College	SCC-Administrative Services	Bid #1292 Board approved: June 13, 2016
16-P0041526	\$21,000.00	Power recording meter, transformers, software & mounting	DO-Facility Planning	Received Quotations: 1) * Hampton Tedder Technical Services 2) Academy Electric, Inc. * Successful Bidder
16-P0041536	\$58,536.00	Vacuum cleaners, auto scrubber floor machines & compact carpet cleaners	SCC-Custodial	Received Quotations: 1) * Glasby Maintenance Supply Co. 2) Advantage West 3) Waxie Sanitary Supply * Successful Bidder
16-P0041560	\$200,966.92	Robot Arm LE System 5 and related components	SAC-Welding Technology	Bid #1285 Board approved: May 16, 2016

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM MAY 29, 2016 THROUGH JUNE 28, 2016  
BOARD MEETING OF JULY 18, 2016**

P.O. #	Amount	Description	Department	Comment
16-P0169357	\$15,000.00	Sub-agreement with Central Orange County to implement the Sector Navigator-ICT/Digital Media program related to smart technologies	DMC	Board approved: April 11, 2016
16-P0169358	\$22,928.00	Payment for 2016 Upward Bound Math and Science Summer Residential Program to provide educational services to academically at-risk students	SCC-Upward Bound	Board approved: March 14, 2016
16-P0169360	\$21,675.00	Facility rental for Fall 2015 at various SAUSD sites	CEC	Board approved: November 20, 2006
16-P0169362	\$30,000.00	Sub-agreement with UC Irvine Center to provide research evaluation for the HIS Engage STEM Grant, Year V	SAC-Counseling	Board approved: April 2, 2012
16-P0169363	\$69,234.83	Sub-agreement for carpentry apprentices	SCC-Business & Career Technical Education	Board approved: January 25, 2016

Board Meeting of 7/18/2016  
 Bookstore Fund Purchase Order List  
 5/26/16 thru 7/1/16

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
GM-DON002406	5/31/2016	31	SAC Bookstore	General Merchandise	TEAMWORK	\$366.00
GM-DON002407	5/31/2016	31	SAC Bookstore	General Merchandise	PENS ETC.	\$600.96
GM-DON002408	5/31/2016	31	SAC Bookstore	General Merchandise	R&D SPECIALTY CO,INC+	\$432.00
GM-DON002410	6/6/2016	31	SAC Bookstore	General Merchandise	TEAMWORK	\$902.00
GM-DON002411	6/7/2016	31	SAC Bookstore	General Merchandise	PENS ETC.	\$1,506.60
GM-DON002412	6/7/2016	31	SAC Bookstore	General Merchandise	PENS ETC.	\$1,918.08
GM-DON002413	6/8/2016	31	SAC Bookstore	General Merchandise	OAK HALL CAP & GOWNS	\$2,731.50
GM-DON002414	6/21/2016	31	SAC Bookstore	General Merchandise	SCHOOL DATEBOOKS	\$3,666.00
GM-DON002416	6/22/2016	31	SAC Bookstore	General Merchandise	D&H DISTRIBUTING	\$1,977.41
GM-DON002417	6/23/2016	31	SAC Bookstore	General Merchandise	PAPYRUS	\$1,140.84
GM-DON002418	6/27/2016	31	SAC Bookstore	General Merchandise	SP RICHARDS COMPANY	\$95.00
GM-DON002419	6/29/2016	31	SAC Bookstore	General Merchandise	OFFICE DEPOT	\$1,266.23
GM-HAWK001984	5/26/2016	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$277.81
GM-HAWK001985	5/31/2016	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$226.49
GM-HAWK001987	6/7/2016	31	SCC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$304.08
GM-HAWK001988	6/8/2016	31	SCC Bookstore	General Merchandise	PEPSI COLA CO	\$1,608.83
GM-HAWK001989	6/9/2016	31	SCC Bookstore	General Merchandise	LENNY & LARRY'S,INC	\$84.00
GM-HAWK001991	6/14/2016	31	SCC Bookstore	General Merchandise	MELODEE ICE CREAM	\$367.00
GM-HAWK001992	6/14/2016	31	SCC Bookstore	General Merchandise	MELODEE ICE CREAM	\$357.00
GM-HAWK001993	6/14/2016	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$328.59
GM-HAWK001994	6/15/2016	31	SCC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$1,137.54
GM-HAWK001995	6/16/2016	31	SCC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$385.14
GM-HAWK001996	6/17/2016	31	SCC Bookstore	General Merchandise	EL DORADO TRADING GROUP	\$946.44
GM-HAWK001997	6/20/2016	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$155.42
GM-HAWK001998	6/22/2016	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$188.91
GM-HAWK001999	6/27/2016	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$308.71
TX-CEC000354	6/2/2016	31	CEC Bookstore	Textbook	CENGAGE LEARNING	\$988.75
TX-CEC000355	6/13/2016	31	CEC Bookstore	Textbook	CAMBRIDGE UNIVERSITY PRES	\$526.00
TX-DON003679	5/30/2016	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$12,712.99
TX-DON003681	5/31/2016	31	SAC Bookstore	Textbook	MCGRAW-HILL PUBLISHING CO	\$1,402.00
TX-DON003683	5/31/2016	31	SAC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$8,879.11
TX-DON003684	5/31/2016	31	SAC Bookstore	Textbook	BOOKBYTEDIRECT.COM	\$736.28
TX-DON003685	6/1/2016	31	SAC Bookstore	Textbook	SOUTHWEST ED ENTERPRISES	\$728.00
TX-DON003686	6/1/2016	31	SAC Bookstore	Textbook	MONTEZUMA PUBLISHING	\$738.41
TX-DON003688	6/1/2016	31	SAC Bookstore	Textbook	KJOS MUSIC CO	\$89.32
TX-DON003689	6/1/2016	31	SAC Bookstore	Textbook	NACSCORP	\$1,690.12
TX-DON003690	6/1/2016	31	SAC Bookstore	Textbook	PEARSON EDUCATION	\$25,599.95

Board Meeting of 7/18/2016  
 Bookstore Fund Purchase Order List  
 5/26/16 thru 7/1/16

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
TX-DON003691	6/1/2016	31	SAC Bookstore	Textbook	OXFORD UNIVERSITY PRESS,	\$983.08
TX-DON003692	6/1/2016	31	SAC Bookstore	Textbook	CENGAGE LEARNING	\$11,869.55
TX-DON003693	6/1/2016	31	SAC Bookstore	Textbook	MCGRAW-HILL PUBLISHING CO	\$2,692.50
TX-DON003694	6/1/2016	31	SAC Bookstore	Textbook	LEGAL BOOK DIST	\$93.55
TX-DON003695	6/1/2016	31	SAC Bookstore	Textbook	MPS FORMERLY VHPS	\$770.50
TX-DON003696	6/1/2016	31	SAC Bookstore	Textbook	JOHN WILEY & SONS, INC	\$4,886.55
TX-DON003697	6/1/2016	31	SAC Bookstore	Textbook	DAVIS, F.A., COMPANY	\$375.60
TX-DON003698	6/1/2016	31	SAC Bookstore	Textbook	NORTON, INC.	\$1,934.00
TX-DON003699	6/1/2016	31	SAC Bookstore	Textbook	TEACHERS COLLEGE PRESS	\$218.00
TX-DON003700	6/1/2016	31	SAC Bookstore	Textbook	ARGUS	\$4,550.00
TX-DON003701	6/1/2016	31	SAC Bookstore	Textbook	CADCIM TECHNOLOGIES	\$348.00
TX-DON003702	6/1/2016	31	SAC Bookstore	Textbook	JONES & BARTLETT LEARNING	\$440.00
TX-DON003703	6/1/2016	31	SAC Bookstore	Textbook	SLEETER GROUP	\$1,942.92
TX-DON003704	6/1/2016	31	SAC Bookstore	Textbook	GOODHEART-WILLCOX CO.,INC	\$709.50
TX-DON003705	6/1/2016	31	SAC Bookstore	Textbook	SCHROFF DEVELOPMENT CORP	\$351.00
TX-DON003706	6/1/2016	31	SAC Bookstore	Textbook	ELSEVIER HEALTH SCIENCE	\$1,412.80
TX-DON003707	6/1/2016	31	SAC Bookstore	Textbook	MCGRAW-HILL PUBLISHING CO	\$4,091.64
TX-DON003709	6/1/2016	31	SAC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$2,144.70
TX-DON003710	6/2/2016	31	SAC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$1,666.25
TX-DON003712	6/2/2016	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$1,246.50
TX-DON003713	6/7/2016	31	SAC Bookstore	Textbook	PEARSON EDUCATION	\$4,935.00
TX-DON003714	6/7/2016	31	SAC Bookstore	Textbook	MONTEZUMA PUBLISHING	\$841.50
TX-DON003716	6/8/2016	31	SAC Bookstore	Textbook	PEARSON EDUCATION	\$1,123.80
TX-DON003717	6/9/2016	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$682.80
TX-DON003718	6/9/2016	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$269.88
TX-DON003720	6/10/2016	31	SAC Bookstore	Textbook	MPS FORMERLY VHPS	\$1,530.00
TX-DON003721	6/13/2016	31	SAC Bookstore	Textbook	CENGAGE LEARNING	\$1,800.00
TX-DON003722	6/13/2016	31	SAC Bookstore	Textbook	MONTEZUMA PUBLISHING	\$50.70
TX-DON003723	6/13/2016	31	SAC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$508.64
TX-DON003725	6/14/2016	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$738.52
TX-DON003726	6/14/2016	31	SAC Bookstore	Textbook	CENGAGE LEARNING	\$472.20
TX-DON003727	6/14/2016	31	SAC Bookstore	Textbook	PEARSON EDUCATION	\$1,255.10
TX-DON003728	6/15/2016	31	SAC Bookstore	Textbook	CENGAGE LEARNING	\$472.20
TX-DON003729	6/15/2016	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$226.35
TX-DON003730	6/15/2016	31	SAC Bookstore	Textbook	MONTEZUMA PUBLISHING	\$171.54
TX-DON003731	6/16/2016	31	SAC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$876.25
TX-DON003732	6/16/2016	31	SAC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$422.50

Board Meeting of 7/18/2016  
 Bookstore Fund Purchase Order List  
 5/26/16 thru 7/1/16

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
TX-DON003733	6/16/2016	31	SAC Bookstore	Textbook	ESCIENCE LABS	\$576.00
TX-DON003734	6/17/2016	31	SAC Bookstore	Textbook	MCGRAW-HILL CREATE (PRIMIS)	\$355.50
TX-DON003735	6/17/2016	31	SAC Bookstore	Textbook	CADCIM TECHNOLOGIES	\$290.00
TX-DON003736	6/17/2016	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$71.10
TX-DON003737	6/21/2016	31	SAC Bookstore	Textbook	CENGAGE LEARNING	\$386.25
TX-DON003738	6/22/2016	31	SAC Bookstore	Textbook	MPS FORMERLY VHPS	\$742.50
TX-DON003739	6/22/2016	31	SAC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$306.00
TX-DON003740	6/22/2016	31	SAC Bookstore	Textbook	NORTON, INC.	\$536.00
TX-DON003741	6/23/2016	31	SAC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$515.04
TX-DON003742	6/23/2016	31	SAC Bookstore	Textbook	NACSCORP	\$27.30
TX-DON003743	6/27/2016	31	SAC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$95.00
TX-HAWK002839	5/30/2016	31	SCC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$7,774.54
TX-HAWK002847	5/31/2016	31	SCC Bookstore	Textbook	CENGAGE LEARNING	\$5,243.64
TX-HAWK002848	5/31/2016	31	SCC Bookstore	Textbook	NACSCORP	\$1,156.31
TX-HAWK002849	5/31/2016	31	SCC Bookstore	Textbook	ACR PUBLICATIONS	\$1,904.00
TX-HAWK002850	5/31/2016	31	SCC Bookstore	Textbook	MCGRAW-HILL PUBLISHING CO	\$1,177.50
TX-HAWK002851	5/31/2016	31	SCC Bookstore	Textbook	UNIVERSITY OF OKLAHOMA PR	\$137.20
TX-HAWK002852	5/31/2016	31	SCC Bookstore	Textbook	AMAZON	\$2,470.79
TX-HAWK002853	5/31/2016	31	SCC Bookstore	Textbook	EDUCATIONAL TEXTBOOK COMP	\$1,098.00
TX-HAWK002854	5/31/2016	31	SCC Bookstore	Textbook	BLUEDOOR	\$5,531.75
TX-HAWK002855	5/31/2016	31	SCC Bookstore	Textbook	MONTEZUMA PUBLISHING	\$336.75
TX-HAWK002856	5/31/2016	31	SCC Bookstore	Textbook	MCGRAW-HILL CREATE (PRIMIS)	\$347.60
TX-HAWK002857	5/31/2016	31	SCC Bookstore	Textbook	PEARSON EDUCATION	\$3,371.80
TX-HAWK002858	5/31/2016	31	SCC Bookstore	Textbook	ROCKWELL PUBLISHING	\$267.28
TX-HAWK002859	5/31/2016	31	SCC Bookstore	Textbook	OXFORD UNIVERSITY PRESS,	\$813.96
TX-HAWK002860	6/8/2016	31	SCC Bookstore	Textbook	NACSCORP	\$226.80
TX-HAWK002861	6/8/2016	31	SCC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$1,170.00
TX-HAWK002862	6/8/2016	31	SCC Bookstore	Textbook	AMAZON	\$200.00
TX-HAWK002863	6/13/2016	31	SCC Bookstore	Textbook	PEARSON EDUCATION	\$1,817.20
TX-HAWK002864	6/13/2016	31	SCC Bookstore	Textbook	BLUEDOOR	\$533.25
TX-HAWK002865	6/13/2016	31	SCC Bookstore	Textbook	AMAZON	\$37.55
TX-HAWK002866	6/13/2016	31	SCC Bookstore	Textbook	PEARSON EDUCATION	\$3,955.50
TX-HAWK002867	6/14/2016	31	SCC Bookstore	Textbook	NACSCORP	\$128.80
TX-HAWK002868	6/15/2016	31	SCC Bookstore	Textbook	PEARSON EDUCATION	\$1,551.20
TX-HAWK002869	6/16/2016	31	SCC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$885.00
TX-HAWK002870	6/16/2016	31	SCC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$1,058.80
TX-HAWK002871	6/22/2016	31	SCC Bookstore	Textbook	CENGAGE LEARNING	\$2,766.00

<b>P.O. #</b>	<b>Date</b>	<b>Fund</b>	<b>Department</b>	<b>Description</b>	<b>Vendor Name</b>	<b>Amount</b>
TX-HAWK002873	6/29/2016	31	SCC Bookstore	Textbook	CENGAGE LEARNING	\$1,190.00

Grand Total: \$187,525.04

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
16-B0001060	5/26/2016	81	Auxiliary Services Office	Diversified Agency Fund Expens	CAL MED DIVERSIFIED INC	1,986.55
16-B0001061	5/27/2016	81	Auxiliary Services Office	Diversified Agency Fund Expens	MCKESSON GENERAL MEDICAL CORP	8,301.31
16-B0001062	6/2/2016 1	81	Auxiliary Services Office	Diversified Agency Fund Expens	STANDARD FUSEE COPORATION	597.13
16-B0001063	6/3/2016 1	81	Auxiliary Services Office	Diversified Agency Fund Expens	AUTOMOTIVE ELECTRONIC SVCS	12,417.84
16-B0001064	6/7/2016 1	81	Auxiliary Services Office	Diversified Agency Fund Expens	MGW PRODUCTIONS	219.87
16-B0001065	6/9/2016 1	81	Auxiliary Services Office	Diversified Agency Fund Expens	OFFICE DEPOT BUSINESS SVCS	150.31
16-B0001066	6/13/2016	81	Auxiliary Services Office	Diversified Agency Fund Expens	METAL ART OF CALIFORNIA, INC	1,836.00
16-B0001067	6/14/2016	71	Student Activities	Other Operating Exp & Services	SPECTRUM GAS PRODUCTS	252.17
16-B0001068	6/14/2016	81	Auxiliary Services Office	Diversified Agency Fund Expens	SKULLS UNLIMITED INTERNATIONAL INC	880.00
16-B0001069	6/21/2016	79	Auxiliary Services Office	Equip-All Other >\$1,000<\$5,000	CDW GOVERNMENT INC.	17,575.57
16-B0001070	6/22/2016	71	Student Life & Leadership	Fund Balance - Restricted	OFFICE FURNITURE UNLIMITED, INC.	17,101.09
16-B0001071	6/28/2016	81	Auxiliary Services Office	Diversified Agency Fund Expens	VARSITY BRANDS HOLDING CO INC	189.73
<b>Grand Total :</b>						<b>61,507.57</b>

4.17 (23)

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM MAY 26, 2016 THROUGH JULY 1, 2016  
BOARD MEETING OF JULY 18, 2016**

P.O. #	Amount	Description	Department	Comment
16-B0001069	\$17,575.57	Microsoft Surface Pro4 tablets	SAC - Enrollment Services	Received Quotations: 1) *CDW Government, Inc. 2) Microsoft *Successful Bidder
16-B0001070	\$17,101.09	Furniture for SCC Student Center	SCC - Student Life	Received Quotations: 1) *Office Furniture Unlimited, Inc. 2) Culver Newlin *Successful Bidder
TX-DON003690	\$25,599.95	Textbooks for resale : Summer 2016	SAC Bookstore	Purchased from Pearson Education. Manager Review and Approval - Rhonda Langston 6/1/16

Legend for All Funds at RSCCD	
Fund	Description
11	General Fund Unrestricted
12	General Fund Restricted
13	GF Unrestricted One-Time Funds
21	Bond Int & Red Fund, Series A
22	Bond Int & Red Fund, Series B
23	Bond Int & Red Fund, Series C
24	Bond Interest & Redemp Fund
31	Bookstore Fund
33	Child Development Fund
41	Capital Outlay Projects Fund
42	Bond Fund, Measure E
43	Bond Fund, Measure Q
51	Fixed Assets
52	Cash Flow Fund
61	Property and Liability Fund
62	Workers' Compensation Fund
63	Retiree Benefits Fund
71	Associated Students Fund
72	Representation Fee Trust Fund
74	Student Financial Aid Fund
76	Community Education Fund
79	Diversified Trust Fund
81	Diversified Agency Fund
91	Foundation Gen Op Fund Uninvst
92	Foundation Gen Op Fund Invest
93	Foundation Trust Fund Uninvest
94	Foundation Trust Fund Invested
95	Foundation Scholar Fund Uninvst
96	Foundation Scholar Fund Invest
97	Foundation Rest Rev Fund Uninv
98	Foundation Rest Rev Fund Invst
99	Foundation Endowment Fund

**Legend:** \* = Multiple Funds for this P.O.

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Environment: Colleague

LoginID: KWHITE

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Educational Services

To:	Board of Trustees	Board Date: July 18, 2016
Re:	Approval of Resource Development Items	
Action:	Request for Approval	

**ANALYSIS**

Items for the following categorical program were developed:

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
<b><u>Fiscal Year 2015/2016</u></b>		
1. Adult Education Block Grant Data and Accountability (SAC/SCC) RSCCD received an Adult Education Block Grant (AEBG) Data and Accountability Funding (Assembly Bill No. 104) from the California Community Colleges Chancellor’s Office. Funding will be used to identify common measures to meet the educational needs of adults by following definitive data and common assessments and policies regarding placement of adults seeking education and workforce services into adult education programs to be used by each consortium to measure educational needs of adults and the effectiveness of providers in addressing those needs. (16/17, 17/18). <i>No match is required.</i>	06/01/2016	\$507,900
2. Open Educational Resources Degree Program (SAC) Santa Ana College was awarded a grant from Achieving the Dream, Inc. to develop courses and sections that use Open Educational Resources (OER), in order to provide OER Degree options to students. This project seeks to increase students’ persistence and completion, especially among low-income students, as OER is one strategy to lower the costs of education. (15/16, 16/17). <i>The required match is 1:1.25 at \$128,468 from SAC’s Student Equity Program funds (state-funded grant).</i>	06/03/2016	\$100,000
3. Student Equity (SAC & SCC) – <i>Augmentation</i> Augmentation for the Student Equity Program from the California Community Colleges Chancellor’s Office to study and improve student success by focusing on eliminating or reducing success and achievement gaps that exist among and between different groups of students by ethnicity, low-income, foster youth, veterans, age, or disability status, and more. (15/16). <i>No match required.</i>	05/12/2016	\$954,600
SAC Student Equity	\$847,300	
SCC Student Equity	\$107,300	

Fiscal Impact: \$7,340,741.00	Board Date: July 18, 2016
Item Prepared by: Maria N. Gil, Resource Development Coordinator	
Item Submitted by: Enrique Perez, J.D., Interim Vice Chancellor, Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**Project Title**

**Award  
Date**

**Amount**

**Fiscal Year 2016/2017**

4. Adult Education Block Grant Regional Consortium Funding Appropriation – (SAC/SCC) 07/01/2016 \$4,403,130  
RSCCD received an Adult Education Block Grant (AEBG) Regional Consortium Funding Appropriation (Assembly Bill No. 104) from the California Community Colleges Chancellor’s Office. RSCCD will serve as the Fiscal Agent. Funding was awarded to the Rancho Santiago Adult Education Consortium (RSAEC) that include Santiago Canyon College, SCC School of Continuing Education, Santa Ana College, SAC School of Continuing Education, three school districts (Santa Ana, Orange, and Garden Grove), the O.C. Department of Education and the O.C. Sheriff’s Department. The Chancellor’s Office has apportioned AEBG funds to regions throughout the state to expand and improve opportunities for education and workforce services for adult learners to support seven program areas: Adult Basic Education (ABE) and Adult Secondary Education (ASE); English as a Second Language (ESL) and ESL-Citizenship; workforce preparation; family literacy; adults with disabilities, career technical education, and pre-apprenticeship training. (16/17, 16/17, 17/18). *No match required.*
5. Career and Technical Education Act (CTEA) Title I-C – (District/SAC/SCC) 07/01/2016 \$1,010,874  
Funds from the California Community Colleges Chancellor’s Office - Carl D. Perkins Career and Education Act of 2006 (Perkins IV) federal funds to develop and strengthen career and technical education programs at the postsecondary level. (16/17). *No match required.*
6. Career and Technical Education Act (CTEA) Title I-C CTE Transitions – (District/SAC/SCC) 07/01/2016 \$87,496  
Funds from the California Community Colleges Chancellor’s Office - Carl D. Perkins Career and Education Act of 2006 (Perkins IV) federal funds to develop and strengthen career and technical education programs at the postsecondary level. (16/17). *No match required.*
7. Math, Engineering and Science Achievement (MESA) Program – (SAC) 07/01/2016 \$50,500  
Fifth year of a five-year renewal grant from the California Community Colleges Chancellor’s Office to continue the existing MESA program, which provides academic, enrichment activities, and support services to eligible science, mathematics, computer science, and engineering students, in order to increase the number of disadvantaged students who transfer to college/ university programs. (16/17). *The match required is \$50,500; the actual match contribution is \$73,266 consisting of Suzanne Lohmann, MESA Student Services Coordinator at \$37,540 (50%) and benefits at \$35,726 (100%). All benefits for the Coordinator are unallowable costs to the grant. Catherine Shaffer’s, MESA Director, salary and benefits at \$116,651 will be represented as an in-kind contribution, not as direct cash match.*

Fiscal Impact: \$7,340,741.00	Board Date: July 18, 2016
Item Prepared by: Maria N. Gil, Resource Development Coordinator	
Item Submitted by: Enrique Perez, J.D., Interim Vice Chancellor, Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
8. Saint Joseph Hospital Clinical Training Grant – (SAC) Sub-award from the St. Joseph Hospital to establish an educational and clinical training site at the hospital and to increase the number of students in SAC’s Nursing Program over a two-year funding cycle. (16/17, 17/18). <i>No match is required.</i>	07/01/2016	\$127,241
9. Santa Ana Middle College High School – (SAC) Funds from the California Community Colleges Chancellor’s Office to continue the existing Middle College High School, which provides a supportive, academically challenging environment for high ability, at risk youth leading to be a rich high school education, independence and success in college and beyond. (16/17). <i>The match required is 1-to-1. Santa Ana Unified School District will provide the entire amount of the required match via the MCHS Principal’s salary and benefits.</i>	07/01/2016	\$99,000

**RECOMMENDATION**

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

Fiscal Impact: \$7,340,741.00	Board Date: July 18, 2016
Item Prepared by: Maria N. Gil, Resource Development Coordinator	
Item Submitted by: Enrique Perez, J.D., Interim Vice Chancellor, Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**SPECIAL PROJECT DETAILED BUDGET #2222**  
**NAME: ADULT EDUCATION BLOCK DATA AND ACCOUNTABILITY**  
**SANTA ANA COLLEGE AND SANTIAGO CANYON COLLEGE (NON-CREDIT)**  
**FISCAL YEARS: 2015/16, 2016/207 AND 2017/18**

**CONTRACT PERIOD: 06/01/2016 - 12/31/2017**

**PRJ. ADMIN.: James Kennedy/Jose Vargas**

**CONTRACT INCOME: \$507,900**

**PRJ. DIR.: Christine Gascon**

**CFDA #: N/A**

**Date: 7/6/2016**

**PRIME SPONSOR: California Community Colleges Chancellor's Office**

**FISCAL AGENT: Rancho Santiago CCD**

**PRIME AWARD #: TBD**

**SUB-AWARD #: N/A**

GL Account String	Description	New Budget	
		Debit	Credit
12_2222_000000_20000_8659	Other Reimb Categorical Allow : Santiago Canyon College		507,900
12_2222_499900_28200_5999	Special Project Holding Acct : Orange Education Center	507,900	
	<b>Total 2222 - AEBG Data &amp; Accountability</b>	<b>507,900</b>	<b>507,900</b>

\* The Project Director will work with the Rancho Santiago Adult Education Consortium to determine an itemized budget based on program guidance from the Chancellor's Office in FY 16/17.

**SPECIAL PROJECT DETAILED BUDGET #3201**

**NAME: OER Degree - Santa Ana College**

**FISCAL YEAR: 2016/2017**

**CONTRACT TERM: 06/03/2016 - 12/31/18**

**CONTRACT AWARD: \$100,000**

**FUNDER: Achieving the Dream, Inc.**

**Proj Adm: Carlos Lopez**

**Proj Dir: Cherylee Kushida**

**Date: 07/06/16**

Account String	Description	Debit	Credit
12-3201-000000-10000-8891	Other Local Revenue - Spec Project		100,000
<b>PROJECT FACILITATION</b>			
<b>Project Coordination</b>			
12-3201-679000-15140-1483	Beyond Contract Reassigned Time ( <i>Cherylee Kushida</i> )	6,810	
12-3201-679000-15140-1484	Beyond Contract Reassigned Time, Int/Sum	0	
12-3201-679000-15140-3115	STRS - Non-instructional	859	
12-3201-679000-15140-3325	Medicare - Non-instructional	98	
12-3201-679000-15140-3435	H&W Ret Fnd - Non-instructional	68	
12-3201-679000-15140-3515	SUI - Non-instructional	3	
12-3201-679000-15140-3615	WCI - Non-instructional	163	
12-3201-675000-15140-5210	Travel	15,000	
12-3201-602000-15140-5999	Holding Account ( <i>balance Yr1 to allocate; Yr2 stipends to expand OER sections in a variety of disciplines TBD</i> )	40,073	
	<b>Subtotal Project Coordination</b>	<b>63,073</b>	
<b>Lead - OER Degree Business Administration</b>			
12-3201-679000-15115-1483	Beyond Contract Reassigned Time ( <i>Jinhee Trone</i> )	1,704	
12-3201-679000-15115-1484	Bey Contract Reassigned Time, Int/Sum	0	
12-3201-679000-15115-3115	STRS - Non-instructional	214	
12-3201-679000-15115-3325	Medicare - Non-instructional	24	
12-3201-679000-15115-3435	H&W Ret Fnd - Non-instructional	18	
12-3201-679000-15115-3515	SUI - Non-instructional	0	
12-3201-679000-15115-3615	WCI - Non-instructional	40	
<b>Lead - OER Faculty Champion</b>			
12-3201-679000-16420-1483	Beyond Contract Reassigned Time ( <i>Crystal Jenkins</i> )	6,810	
12-3201-679000-16420-1484	Bey Contract Reassigned Time, Int/Sum	0	
12-3201-679000-16420-3115	STRS - Non-instructional	856	
12-3201-679000-16420-3325	Medicare - Non-instructional	98	
12-3201-679000-16420-3435	H&W Ret Fnd - Non-instructional	68	
12-3201-679000-16420-3515	SUI - Non-instructional	4	
12-3201-679000-16420-3615	WCI - Non-instructional	164	
<b>Lead - OER Faculty Navigator</b>			
12-3201-679000-15915-1483	Beyond Contract Reassigned Time ( <i>Annie Knight</i> )	1,704	
12-3201-679000-15915-1484	Bey Contract Reassigned Time, Int/Sum	0	
12-3201-679000-15915-3115	STRS - Non-instructional	214	
12-3201-679000-15915-3325	Medicare - Non-instructional	24	
12-3201-679000-15915-3435	H&W Ret Fnd - Non-instructional	18	
12-3201-679000-15915-3515	SUI - Non-instructional	0	
12-3201-679000-15915-3615	WCI - Non-instructional	40	
	<b>Subtotal Leads</b>	<b>12,000</b>	
<b>OER DEVELOPMENT</b>			
<b>Biology (2)</b>			
12-3201-602000-16410-1483	Beyond Contract Reassigned Time	2,554	
12-3201-602000-16410-1484	Bey Contract Reassigned Time, Int/Sum	0	
12-3201-602000-16410-3115	STRS - Non-instructional	321	
12-3201-602000-16410-3325	Medicare - Non-instructional	37	

**SPECIAL PROJECT DETAILED BUDGET #3201**

**NAME: OER Degree - Santa Ana College**

**FISCAL YEAR: 2016/2017**

**CONTRACT TERM: 06/03/2016 - 12/31/18**

**CONTRACT AWARD: \$100,000**

**FUNDER: Achieving the Dream, Inc.**

**Proj Adm: Carlos Lopez**

**Proj Dir: Cherylee Kushida**

**Date: 07/06/16**

Account String	Description	Debit	Credit
12-3201-602000-16410-3435	H&W Ret Fnd - Non-instructional	26	
12-3201-602000-16410-3515	SUI - Non-instructional	1	
12-3201-602000-16410-3615	WCI - Non-instructional	61	
<b>History (1)</b>			
12-3201-602000-15655-1483	Beyond Contract Reassigned Time	1,277	
12-3201-602000-15655-1484	Bey Contract Reassigned Time, Int/Sum	0	
12-3201-602000-15655-3115	STRS - Non-instructional	161	
12-3201-602000-15655-3325	Medicare - Non-instructional	19	
12-3201-602000-15655-3435	H&W Ret Fnd - Non-instructional	13	
12-3201-602000-15655-3515	SUI - Non-instructional	1	
12-3201-602000-15655-3615	WCI - Non-instructional	31	
<b>Communications (2)</b>			
12-3201-602000-15545-1483	Beyond Contract Reassigned Time	3,830	
12-3201-602000-15545-1484	Bey Contract Reassigned Time, Int/Sum	0	
12-3201-602000-15545-3115	STRS - Non-instructional	482	
12-3201-602000-15545-3325	Medicare - Non-instructional	56	
12-3201-602000-15545-3435	H&W Ret Fnd - Non-instructional	38	
12-3201-602000-15545-3515	SUI - Non-instructional	2	
12-3201-602000-15545-3615	WCI - Non-instructional	92	
<b>English (3)</b>			
12-3201-602000-15620-1483	Beyond Contract Reassigned Time	3,830	
12-3201-602000-15620-1484	Bey Contract Reassigned Time, Int/Sum	0	
12-3201-602000-15620-3115	STRS - Non-instructional	482	
12-3201-602000-15620-3325	Medicare - Non-instructional	56	
12-3201-602000-15620-3435	H&W Ret Fnd - Non-instructional	38	
12-3201-602000-15620-3515	SUI - Non-instructional	2	
12-3201-602000-15620-3615	WCI - Non-instructional	92	
<b>Interdisciplinary Studies (1)</b>			
12-3201-602000-15535-1483	Beyond Contract Reassigned Time	1,277	
12-3201-602000-15535-1484	Bey Contract Reassigned Time, Int/Sum	0	
12-3201-602000-15535-3115	STRS - Non-instructional	16	
12-3201-602000-15535-3325	Medicare - Non-instructional	19	
12-3201-602000-15535-3435	H&W Ret Fnd - Non-instructional	13	
12-3201-602000-15535-3515	SUI - Non-instructional	1	
12-3201-602000-15535-3615	WCI - Non-instructional	31	
<b>Reading (1)</b>			
12-3201-602000-15675-1483	Beyond Contract Reassigned Time	1,277	
12-3201-602000-15675-1484	Bey Contract Reassigned Time, Int/Sum	0	
12-3201-602000-15675-3115	STRS - Non-instructional	16	
12-3201-602000-15675-3325	Medicare - Non-instructional	19	
12-3201-602000-15675-3435	H&W Ret Fnd - Non-instructional	13	
12-3201-602000-15675-3515	SUI - Non-instructional	1	
12-3201-602000-15675-3615	WCI - Non-instructional	31	
<b>Math (1)</b>			
12-3201-602000-16201-1483	Beyond Contract Reassigned Time	1,277	

**SPECIAL PROJECT DETAILED BUDGET #3201**

**NAME: OER Degree - Santa Ana College**

**FISCAL YEAR: 2016/2017**

**CONTRACT TERM: 06/03/2016 - 12/31/18**

**CONTRACT AWARD: \$100,000**

**FUNDER: Achieving the Dream, Inc.**

**Proj Adm: Carlos Lopez**

**Proj Dir: Cherylee Kushida**

**Date: 07/06/16**

<b>Account String</b>	<b>Description</b>	<b>Debit</b>	<b>Credit</b>
12-3201-602000-16201-1484	Bey Contract Reassigned Time, Int/Sum	0	
12-3201-602000-16201-3115	STRS - Non-instructional	16	
12-3201-602000-16201-3325	Medicare - Non-instructional	19	
12-3201-602000-16201-3435	H&W Ret Fnd - Non-instructional	13	
12-3201-602000-16201-3515	SUI - Non-instructional	1	
12-3201-602000-16201-3615	WCI - Non-instructional	31	
<b>Library &amp; Information Studies (1)</b>			
12-3201-602000-15535-1483	Beyond Contract Reassigned Time	1,277	
12-3201-602000-15535-1484	Bey Contract Reassigned Time, Int/Sum	0	
12-3201-602000-15535-3115	STRS - Non-instructional	16	
12-3201-602000-15535-3325	Medicare - Non-instructional	19	
12-3201-602000-15535-3435	H&W Ret Fnd - Non-instructional	13	
12-3201-602000-15535-3515	SUI - Non-instructional	1	
12-3201-602000-15535-3615	WCI - Non-instructional	31	
<b>Accounting (2)</b>			
12-3201-602000-15115-1483	Beyond Contract Reassigned Time	2,554	
12-3201-602000-15115-1484	Bey Contract Reassigned Time, Int/Sum	0	
12-3201-602000-15115-3115	STRS - Non-instructional	321	
12-3201-602000-15115-3325	Medicare - Non-instructional	37	
12-3201-602000-15115-3435	H&W Ret Fnd - Non-instructional	26	
12-3201-602000-15115-3515	SUI - Non-instructional	1	
12-3201-602000-15115-3615	WCI - Non-instructional	61	
<b>Business (2)</b>			
12-3201-602000-15125-1483	Beyond Contract Reassigned Time	2,554	
12-3201-602000-15125-1484	Bey Contract Reassigned Time, Int/Sum	0	
12-3201-602000-15125-3115	STRS - Non-instructional	321	
12-3201-602000-15125-3325	Medicare - Non-instructional	37	
12-3201-602000-15125-3435	H&W Ret Fnd - Non-instructional	26	
12-3201-602000-15125-3515	SUI - Non-instructional	1	
12-3201-602000-15125-3615	WCI - Non-instructional	61	
	<b>Subtotal OER Development</b>	<b>24,927</b>	
<b>#3201 OER Degree (SAC)</b>	<b>TOTAL DIRECT COSTS</b>	<b>100,000</b>	<b>100,000</b>

**SPECIAL PROJECT DETAILED BUDGET #2549**  
**NAME: STUDENT EQUITY PROGRAM - SANTA ANA COLLEGE**  
**FISCAL YEAR: 2015/16**

CONTRACT PERIOD: 07/01/2015 - 12/31/2016

PROJ ADM: Sara Lundquist

**SAC Allocations: \$2,381,713**

PROJ DIR: George Sweeney

*Augmentation (SAC)* **\$847,300**

**TOTAL SAC Allocations \$3,229,013**

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: Rancho Santiago CCD

Date: 07/07/16

Prime Award No.: N/A

GL Accounts	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2549-000000-10000-8629	Other Gen Categorical Apport : Santa Ana Coll		2,381,713		3,229,013		847,300
12-2549-xxxxxx-1xxxx-xxxx	Various accounts	2,381,713		2,381,713		-	
12-2549-649000-19100-5999	Special Project Holding Acct : Student Servic - Special Reallocated Funds (\$107,3000) - Reallocated Funds (\$740,000)	-		847,300		847,300	
<b>Total Project 2549 Student Equity Program - SAC</b>		<b>2,381,713</b>	<b>2,381,713</b>	<b>3,229,013</b>	<b>3,229,013</b>	<b>847,300</b>	<b>847,300</b>

5.1 (8)

**SPECIAL PROJECT DETAILED BUDGET #2549**  
**NAME: STUDENT EQUITY PROGRAM - SANTIAGO CANYON COLLEGE**  
**FISCAL YEAR: 2015/16**

CONTRACT PERIOD: 07/01/2015 - 12/31/2016

PROJ ADM: John Hernandez

**SCC Allocations: \$795,932**

PROJ DIR: Joseph Alonzo

*Augmentation (SCC)* **\$107,300**

**TOTAL SCC Allocations \$903,232**

**Prime Sponsor: CCC Chancellor's Office**

Date: 07/07/16

**Fiscal Agent: Rancho Santiago CCD**

**Prime Award No.: N/A**

GL Accounts	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2549-000000-20000-8629	Other Gen Categorical Apport : Santiago Canyo		795,932		903,232		107,300
12-2549-xxxxxx-2xxxx-xxxx	Various accounts	795,932		795,932		-	
12-2549-649000-29365-6421	Equip-Tablet/Laptop>\$200<\$1000 : Student Equi - Special Reallocated Funds (\$107,300)	-		107,300		107,300	
<b>Total Project 2549 Student Equity Program (SCC)</b>		<b>795,932</b>	<b>795,932</b>	<b>903,232</b>	<b>903,232</b>	<b>107,300</b>	<b>107,300</b>

5.1 (9)

**SPECIAL PROJECT DETAILED BUDGET #2221**

**NAME: ADULT EDUCATION BLOCK GRANT REGIONAL CONSORTIUM FUNDING APPROPRIATION GRANT -  
SANTA ANA COLLEGE AND SANTIAGO CANYON COLLEGE (NON-CREDIT)  
FISCAL YEARS: 2016/17, 2017/18, and 2018/19**

**CONTRACT PERIOD: 07/01/2016 - 12/31/2018**

**PRJ. ADMIN.: James Kennedy/Jose Vargas**

**CONTRACT INCOME: \$4,403,130**

**PRJ. DIR.: Christine Gascon**

**CFDA #: N/A**

**Date: 7/6/2016**

**PRIME SPONSOR: California Community Colleges Chancellor's Office**

**FISCAL AGENT: Rancho Santiago CCD**

**PRIME AWARD #: TBD**

**SUB-AWARD #: N/A**

GL Account String	Description	New Budget	
		Debit	Credit
<b>SANTA ANA COLLEGE (CENTENNIAL EDUCATION CENTER)</b>			
12_2221_000000_10000_8659	Other Reimb Categorical Allow : Santa Ana Col		1,137,709
12_2221_679000_10000_5865	Indirect Costs : Santa Ana College (5%) as follows: CEC direct costs at \$1,075,357 x 5% = \$53,768 Child Dvlp. direct costs at \$171,683 x 5% = \$8,584	62,352	
12_2221_601000_18100_5611	Lease Agreement - Facility : Continuing Educa	105,000	
12_2221_601000_18100_5840	Drinking Water Service : Continuing Ed	1,000	
12_2221_601000_18100_5880	Internet Services : Continuing Ed	1,000	
12_2221_601000_18100_6211	Buildings - Facility Lease : Continuing Ed	295,000	
12_2221_651000_18100_5550	Security Systems & Services : Continuing Ed	1,000	
12_2221_655000_18100_5530	Landscaping : Continuing Ed	1,000	
12_2221_657000_18100_5515	Electricity : Continuing Ed	1,000	
12_2221_678000_18100_5555	Telecommunication Circuits : Continuing Ed	1,000	
12_2221_619000_18100_1450	<b>Part-Time Coordinators : Continuing Education</b> <b>\$38.43/hr. x 25 hrs./wk. x 20 wks.</b> <b>(to coordinate curriculum support)</b>	<b>19,215</b>	
12_2221_619000_18100_3115	STRS - Non-Instructional : Continuing Educati	2,417	
12_2221_619000_18100_3325	Medicare - Non-Instructional : Continuing Edu	279	
12_2221_619000_18100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	192	
12_2221_619000_18100_3515	SUI - Non-Instructional : Continuing Educatio	10	
12_2221_619000_18100_3615	WCI - Non-Instructional : Continuing Educatio	432	
12_2221_619000_18110_1250	<b>Contract Coordinator : English as a Second La</b> <b>Susan Garnett, Assistant Professor/Coordinator ESL</b> <b>Class III Step 15 (100%)</b> <b>Merari Weber, Assistant Professor/Coordinator ESL</b> <b>Class VII Step 7 (Tentative) (100%)</b>	<b>172,865</b>	
12_2221_619000_18110_3115	STRS - Non-Instructional : English as a Seco	21,746	
12_2221_619000_18110_3325	Medicare - Non-Instructional : English as a S	2,543	
12_2221_619000_18110_3415	H & W - Non-Instructional : English as a Seco	52,706	
12_2221_619000_18110_3435	H & W - Retiree Fund Non-Inst : English as a	1,754	
12_2221_619000_18110_3515	SUI - Non-Instructional : English as a Second	88	
12_2221_619000_18110_3615	WCI - Non-Instructional : English as a Second	3,946	
12_2221_619000_18110_3915	Other Benefits - Non-Instruct : English as a	2,500	

**SPECIAL PROJECT DETAILED BUDGET #2221**

**NAME: ADULT EDUCATION BLOCK GRANT REGIONAL CONSORTIUM FUNDING APPROPRIATION GRANT -  
SANTA ANA COLLEGE AND SANTIAGO CANYON COLLEGE (NON-CREDIT)  
FISCAL YEARS: 2016/17, 2017/18, and 2018/19**

**CONTRACT PERIOD: 07/01/2016 - 12/31/2018**

**PRJ. ADMIN.: James Kennedy/Jose Vargas**

**CONTRACT INCOME: \$4,403,130**

**PRJ. DIR.: Christine Gascon**

**CFDA #: N/A**

**Date: 7/6/2016**

**PRIME SPONSOR: California Community Colleges Chancellor's Office**

**FISCAL AGENT: Rancho Santiago CCD**

**PRIME AWARD #: TBD**

**SUB-AWARD #: N/A**

GL Account String	Description	New Budget	
		Debit	Credit
12_2221_619000_18130_1250	Contract Coordinator : Elementary & Second Ba John Tashima, Assistant Professor/Coordinator ABE Class III Step 13 (100%) Donna Khalid, Assistant Professor/Coordinator ABE Class VI Step 10 (teantative) (100%)	172,575	
12_2221_619000_18130_3115	STRS - Non-Instructional : Elementary & Secon	21,710	
12_2221_619000_18130_3325	Medicare - Non-Instructional : Elementary & S	2,539	
12_2221_619000_18130_3415	H & W - Non-Instructional : Elementary & Seco	40,031	
12_2221_619000_18130_3435	H & W - Retiree Fund Non-Inst : Elementary &	1,751	
12_2221_619000_18130_3515	SUI - Non-Instructional : Elementary & Second	88	
12_2221_619000_18130_3615	WCI - Non-Instructional : Elementary & Second	3,939	
12_2221_619000_18130_3915	Other Benefits - Non-Instruct : Elementary &	2,500	
12_2221_619000_18190_1250	Contract Coordinator : Short-Term Vocational Osiel Madrigal, Assistant Professor/Coordinator CTE Class VII Step 7 (tentative) (100%)	81,831	
12_2221_619000_18190_3115	STRS - Non-Instructional : Short-Term Vocatio	10,294	
12_2221_619000_18190_3325	Medicare - Non-Instructional : Short-Term Voc	1,205	
12_2221_619000_18190_3415	H & W - Non-Instructional : Short-Term Vocati	28,172	
12_2221_619000_18190_3435	H & W - Retiree Fund Non-Inst : Short-Term Vo	831	
12_2221_619000_18190_3515	SUI - Non-Instructional : Short-Term Vocation	42	
12_2221_619000_18190_3615	WCI - Non-Instructional : Short-Term Vocation	1,869	
12_2221_619000_18190_3915	Other Benefits - Non-Instruct : Short-Term Vo	1,250	
12_2221_602000_18200_1480	Part-Time Reassigned Time : SAC Continuing Ed \$38.43/hr. x 10 hrs./wk. x 20 wks.	7,686	
12_2221_602000_18200_1483	Beyond Contr - Reassigned Time : SAC Continui \$38.43/hr. x 10 hrs./wk. x 20 wks.	7,686	
12_2221_602000_18200_3115	STRS - Non-Instructional : SAC Continuing Ed-	1,934	
12_2221_602000_18200_3325	Medicare - Non-Instructional : SAC Continuing	223	
12_2221_602000_18200_3435	H & W - Retiree Fund Non-Inst : SAC Continuin	154	
12_2221_602000_18200_3515	SUI - Non-Instructional : SAC Continuing Ed-I	8	
12_2221_602000_18200_3615	WCI - Non-Instructional : SAC Continuing Ed-I	346	
<b>SANTIAGO CANYON COLLEGE (ORANGE EDUCATION CENTER)</b>			
12_2221_000000_20000_8659	Other Reimb Categorical Allow : Santiago Cany		2,928,989
12_2221_679000_20000_5865	Indirect Costs : Santiago Canyon College (5%) includes: OEC direct costs at \$2,781,669 x 5% = \$139,083 Research & CTi direct costs at \$164,749 x 5% = \$8,237	147,320	

**SPECIAL PROJECT DETAILED BUDGET #2221**

**NAME: ADULT EDUCATION BLOCK GRANT REGIONAL CONSORTIUM FUNDING APPROPRIATION GRANT -  
SANTA ANA COLLEGE AND SANTIAGO CANYON COLLEGE (NON-CREDIT)  
FISCAL YEARS: 2016/17, 2017/18, and 2018/19**

**CONTRACT PERIOD: 07/01/2016 - 12/31/2018**

**PRJ. ADMIN.: James Kennedy/Jose Vargas**

**CONTRACT INCOME: \$4,403,130**

**PRJ. DIR.: Christine Gascon**

**CFDA #: N/A**

**Date: 7/6/2016**

**PRIME SPONSOR: California Community Colleges Chancellor's Office**

**FISCAL AGENT: Rancho Santiago CCD**

**PRIME AWARD #: TBD**

**SUB-AWARD #: N/A**

GL Account String	Description	New Budget	
		Debit	Credit
12_2221_601000_28100_2110	<b>Classified Management : Continuing Education</b> <b>Christine Gascon, Director Special Programs</b> <b>Grade H-4 (100%)</b>	<b>93,117</b>	
12_2221_601000_28100_2130	<b>Classified Employees : Continuing Education</b> <b>TBD, Senior Account Clerk (full-time)</b> <b>Grade 10-3 (100%)</b>	<b>46,705</b>	
12_2221_601000_28100_3115	STRS - Non-Instructional : Continuing Educati	11,714	
12_2221_601000_28100_3215	PERS - Non-Instructional : Continuing Educati	6,486	
12_2221_601000_28100_3315	OASDHI - Non-Instructional : Continuing Educa	3,007	
12_2221_601000_28100_3325	Medicare - Non-Instructional : Continuing Edu	2,054	
12_2221_601000_28100_3415	H & W - Non-Instructional : Continuing Educat	59,916	
12_2221_601000_28100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	1,416	
12_2221_601000_28100_3515	SUI - Non-Instructional : Continuing Educatio	71	
12_2221_601000_28100_3615	WCI - Non-Instructional : Continuing Educatio	3,187	
12_2221_601000_28100_3915	Other Benefits - Non-Instruct : Continuing Ed	1,800	
12_2221_601000_28100_4610	Non-Instructional Supplies : Continuing Educa	10,000	
12_2221_601000_28100_5220	Mileage/Parking Expenses : Continuing Educati	2,250	
12_2221_601000_28100_5611	Lease Agreement - Facility : Continuing Educa	45,000	
12_2221_601000_28100_5840	Drinking Water Service : Continuing Education	1,000	
12_2221_601000_28100_5880	Internet Services : Continuing Education	1,000	
12_2221_601000_28100_6211	Buildings - Facility Lease : Continuing Educa	295,000	
12_2221_619000_28100_1250	<b>Contract Coordinator : Continuing Education</b> <b>TBD, Assistant Professor/Coordinator AWD</b> <b>Class VI Step 10 (estimate) (100%)</b>	<b>86,546</b>	
12_2221_619000_28100_3115	STRS - Non-Instructional : Continuing Educati	10,887	
12_2221_619000_28100_3325	Medicare - Non-Instructional : Continuing Edu	1,273	
12_2221_619000_28100_3415	H & W - Non-Instructional : Continuing Educat	28,181	
12_2221_619000_28100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	878	
12_2221_619000_28100_3515	SUI - Non-Instructional : Continuing Educatio	44	
12_2221_619000_28100_3615	WCI - Non-Instructional : Continuing Educatio	1,975	
12_2221_619000_28100_3915	Other Benefits - Non-Instruct : Continuing Ed	1,250	
12_2221_620000_28100_2320	<b>Classified Employees - Hourly : Continuing Educatio</b> <b>Elizabeth Salas, Admin. Clerk \$20.28/hr.</b> <b>Liliana Vasquez, Admin. Clerk \$20.28/hr.</b> <b>\$20.28/hr. x 25 hrs./wk. x 39 wks.</b>	<b>39,546</b>	
12_2221_620000_28100_3325	Medicare - Non-Instructional : Continuing Education	573	

**SPECIAL PROJECT DETAILED BUDGET #2221**

**NAME: ADULT EDUCATION BLOCK GRANT REGIONAL CONSORTIUM FUNDING APPROPRIATION GRANT -  
SANTA ANA COLLEGE AND SANTIAGO CANYON COLLEGE (NON-CREDIT)  
FISCAL YEARS: 2016/17, 2017/18, and 2018/19**

**CONTRACT PERIOD: 07/01/2016 - 12/31/2018**

**PRJ. ADMIN.: James Kennedy/Jose Vargas**

**CONTRACT INCOME: \$4,403,130**

**PRJ. DIR.: Christine Gascon**

**CFDA #: N/A**

**Date: 7/6/2016**

**PRIME SPONSOR: California Community Colleges Chancellor's Office**

**FISCAL AGENT: Rancho Santiago CCD**

**PRIME AWARD #: TBD**

**SUB-AWARD #: N/A**

GL Account String	Description	New Budget	
		Debit	Credit
12_2221_620000_28100_3335	PARS - Non-Instructional : Continuing Education Div	514	
12_2221_620000_28100_3435	H & W - Retiree Fund Non-Inst : Continuing Educatio	192	
12_2221_620000_28100_3515	SUI - Non-Instructional : Continuing Education Divi	20	
12_2221_620000_28100_3615	WCI - Non-Instructional : Continuing Education Divi	890	
<b>12_2221_649000_28100_1450</b>	<b>Part-Time Coordinators : Continuing Education</b> <b>\$38.43/hr. x 25 hrs./wk. x 20 wks (assessment support)</b>	<b>19,215</b>	
12_2221_649000_28100_3115	STRS - Non-Instructional : Continuing Educati	2,417	
12_2221_649000_28100_3325	Medicare - Non-Instructional : Continuing Edu	279	
12_2221_649000_28100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	192	
12_2221_649000_28100_3515	SUI - Non-Instructional : Continuing Educatio	10	
12_2221_649000_28100_3615	WCI - Non-Instructional : Continuing Educatio	432	
12_2221_651000_28100_5550	Security Systems & Services : Continuing Educ	1,000	
12_2221_655000_28100_5530	Landscaping : Continuing Education Division	1,000	
12_2221_657000_28100_5515	Electricity : Continuing Education Division	1,000	
12_2221_675000_28100_4710	Food and Food Service Supplies : Continuing E	5,000	
12_2221_675000_28100_5210	Conference Expenses : Continuing Education	10,000	
<b>12_2221_678000_28100_2130</b>	<b>Classified Employees : Continuing Education</b> <b>Howard Chau, Applications Specialist III</b> <b>Grade 19-5 +2.5%L +1PG (100%)</b>	<b>86,922</b>	
12_2221_678000_28100_3215	PERS - Non-Instructional : Continuing Educati	12,072	
12_2221_678000_28100_3315	OASDHI - Non-Instructional : Continuing Educa	5,501	
12_2221_678000_28100_3325	Medicare - Non-Instructional : Continuing Edu	1,286	
12_2221_678000_28100_3415	H & W - Non-Instructional : Continuing Educat	21,521	
12_2221_678000_28100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	887	
12_2221_678000_28100_3515	SUI - Non-Instructional : Continuing Educatio	44	
12_2221_678000_28100_3615	WCI - Non-Instructional : Continuing Educatio	1,996	
12_2221_678000_28100_3915	Other Benefits - Non-Instruct : Continuing Ed	1,800	
12_2221_678000_28100_5555	Telecommunication Circuits : Continuing Educa	1,000	
12_2221_679000_28100_5100	Contracted Services : Continuing Education <b>Sub-Agreement - GGUSD \$1,456,911</b> <b>Sub-Agreement - OUSD \$6,7222</b>	<b>1,463,633</b>	
<b>12_2221_619000_28110_1250</b>	<b>Contract Coordinator : English as a Second La</b> <b>Karla Frizler, Assistant Professor/Coordinator ESL</b> <b>Class II Step 7 (Tentative) (100%)</b>	<b>68,348</b>	
12_2221_619000_28110_3115	STRS - Non-Instructional : English as a Secon	8,598	
12_2221_619000_28110_3325	Medicare - Non-Instructional : English as a S	1,009	

**SPECIAL PROJECT DETAILED BUDGET #2221**

**NAME: ADULT EDUCATION BLOCK GRANT REGIONAL CONSORTIUM FUNDING APPROPRIATION GRANT -  
SANTA ANA COLLEGE AND SANTIAGO CANYON COLLEGE (NON-CREDIT)  
FISCAL YEARS: 2016/17, 2017/18, and 2018/19**

**CONTRACT PERIOD: 07/01/2016 - 12/31/2018**

**PRJ. ADMIN.: James Kennedy/Jose Vargas**

**CONTRACT INCOME: \$4,403,130**

**PRJ. DIR.: Christine Gascon**

**CFDA #: N/A**

**Date: 7/6/2016**

**PRIME SPONSOR: California Community Colleges Chancellor's Office**

**FISCAL AGENT: Rancho Santiago CCD**

**PRIME AWARD #: TBD**

**SUB-AWARD #: N/A**

GL Account String	Description	New Budget	
		Debit	Credit
12_2221_619000_28110_3415	H & W - Non-Instructional : English as a Seco	28,146	
12_2221_619000_28110_3435	H & W - Retiree Fund Non-Inst : English as a	696	
12_2221_619000_28110_3515	SUI - Non-Instructional : English as a Second	35	
12_2221_619000_28110_3615	WCI - Non-Instructional : English as a Second	1,566	
12_2221_619000_28110_3915	Other Benefits - Non-Instruct : English as a	1,250	
<b>12_2221_619000_28130_1250</b>	<b>Contract Coordinator : Elementary &amp; Second Ba Elaine Pham, Assistant Professor/Coordinator ABE/HSS Class II Step 7 (tentative) (100%)</b>	<b>68,348</b>	
12_2221_619000_28130_3115	STRS - Non-Instructional : Elementary & Secon	8,598	
12_2221_619000_28130_3325	Medicare - Non-Instructional : Elementary & S	1,009	
12_2221_619000_28130_3415	H & W - Non-Instructional : Elementary & Seco	28,146	
12_2221_619000_28130_3435	H & W - Retiree Fund Non-Inst : Elementary &	696	
12_2221_619000_28130_3515	SUI - Non-Instructional : Elementary & Second	35	
12_2221_619000_28130_3615	WCI - Non-Instructional : Elementary & Second	1,566	
12_2221_619000_28130_3915	Other Benefits - Non-Instruct : Elementary &	1,250	
<b>12_2221_619000_28190_1250</b>	<b>Contract Coordinator : Short-Term Vocational TBD, Assistant Professor/Coordinator CTE Class VI Step 10 (estimate) (100%)</b>	<b>86,546</b>	
12_2221_619000_28190_3115	STRS - Non-Instructional : Short-Term Vocatio	10,887	
12_2221_619000_28190_3325	Medicare - Non-Instructional : Short-Term Voc	1,273	
12_2221_619000_28190_3415	H & W - Non-Instructional : Short-Term Vocati	26,595	
12_2221_619000_28190_3435	H & W - Retiree Fund Non-Inst : Short-Term Vo	878	
12_2221_619000_28190_3515	SUI - Non-Instructional : Short-Term Vocation	44	
12_2221_619000_28190_3615	WCI - Non-Instructional : Short-Term Vocation	1,975	
12_2221_619000_28190_3915	Other Benefits - Non-Instruct : Short-Term Vo	1,250	
<b>12_2221_493087_28200_2420</b>	<b>Inst Assistant - Hourly : Orange Educ Ctr-Ins \$16.60/hr. x 25 hrs./wk. x 32 wks. (assessment support)</b>	<b>13,280</b>	
12_2221_493087_28200_3211	PERS - Instructional : Orange Educ Ctr-Instru	1,844	
12_2221_493087_28200_3311	OASDHI - Instructional : Orange Educ Ctr-Inst	823	
12_2221_493087_28200_3321	Medicare - Instructional : Orange Educ Ctr-In	193	
12_2221_493087_28200_3431	H & W - Retiree Fund Inst : Orange Educ Ctr-I	133	
12_2221_493087_28200_3511	SUI - Instructional : Orange Educ Ctr-Instruc	7	
12_2221_493087_28200_3611	WCI - Instructional : Orange Educ Ctr-Instruc	299	
<b>12_2221_499900_28200_5999</b>	<b>Special Project Holding Acct : Orange Educ Ct</b>	<b>4,610</b>	
<b>12_2221_602000_28200_1480</b>	<b>Part-Time Reassigned Time : Orange Educ Ctr-I \$38.43/hr. x 10 hrs./wk. x 20 wks.</b>	<b>7,686</b>	

**SPECIAL PROJECT DETAILED BUDGET #2221**

**NAME: ADULT EDUCATION BLOCK GRANT REGIONAL CONSORTIUM FUNDING APPROPRIATION GRANT -  
SANTA ANA COLLEGE AND SANTIAGO CANYON COLLEGE (NON-CREDIT)  
FISCAL YEARS: 2016/17, 2017/18, and 2018/19**

**CONTRACT PERIOD: 07/01/2016 - 12/31/2018**

**PRJ. ADMIN.: James Kennedy/Jose Vargas**

**CONTRACT INCOME: \$4,403,130**

**PRJ. DIR.: Christine Gascon**

**CFDA #: N/A**

**Date: 7/6/2016**

**PRIME SPONSOR: California Community Colleges Chancellor's Office**

**FISCAL AGENT: Rancho Santiago CCD**

**PRIME AWARD #: TBD**

**SUB-AWARD #: N/A**

GL Account String	Description	New Budget	
		Debit	Credit
12_2221_602000_28200_1483	Beyond Contr - Reassigned Time : Orange Educ \$38.43/hr. x 10 hrs./wk. x 20 wks.	7,686	
12_2221_602000_28200_3115	STRS - Non-Instructional : Orange Educ Ctr-In	1,934	
12_2221_602000_28200_3325	Medicare - Non-Instructional : Orange Educ Ct	223	
12_2221_602000_28200_3435	H & W - Retiree Fund Non-Inst : Orange Educ C	154	
12_2221_602000_28200_3515	SUI - Non-Instructional : Orange Educ Ctr-Ins	8	
12_2221_602000_28200_3615	WCI - Non-Instructional : Orange Educ Ctr-Ins	346	
<b>DISTRICT OFFICE (Research Office and Corporate Training Institute)</b>			
12_2221_000000_50000_8659	Other Reimb Categorical Allow : District Oper		164,749
12_2221_679000_53340_2130	<b>Classified Employees : Research</b> <b>Cristina M. Gheorghe, Research Coordinator</b> <b>Grade 17-4 +2.5%L (100%)</b>	<b>73,986</b>	
12_2221_679000_53340_3215	PERS - Non-Instructional : Research	10,275	
12_2221_679000_53340_3315	OASDHI - Non-Instructional : Research	4,699	
12_2221_679000_53340_3325	Medicare - Non-Instructional : Research	1,099	
12_2221_679000_53340_3415	H & W - Non-Instructional : Research	22,770	
12_2221_679000_53340_3435	H & W - Retiree Fund Non-Inst : Research	758	
12_2221_679000_53340_3515	SUI - Non-Instructional : Research	38	
12_2221_679000_53340_3615	WCI - Non-Instructional : Research	1,705	
12_2221_679000_53340_3915	Other Benefits - Non-Instruct : Research	1,800	
12_2221_632000_53360_2320	<b>Classified Employees - Hourly : Corporate Training</b> <b>Test Proctors \$15.57/hr x 20 hrs./wk. x 39 wks</b>	12,145	
12_2221_632000_53360_3325	Medicare - Non-Instructional : Corporate Training I	176	
12_2221_632000_53360_3335	PARS - Non-Instructional : Corporate Training Insti	158	
12_2221_632000_53360_3435	H & W - Retiree Fund Non-Inst : Corporate Training	121	
12_2221_632000_53360_3515	SUI - Non-Instructional : Corporate Training Instit	6	
12_2221_632000_53360_3615	WCI - Non-Instructional : Corporate Training Instit	273	
12_2221_679000_53360_2320	<b>Classified Employees - Hourly : Corporate Training</b> <b>Business Services Coordinator (hourly)</b> <b>\$23.46/hr. x 13.52 hrs.wk. 39 wks</b>	12,373	
12_2221_679000_53360_3325	Medicare - Non-Instructional : Corporate Training I	179	
12_2221_679000_53360_3335	PARS - Non-Instructional : Corporate Training Insti	161	
12_2221_679000_53360_3435	H & W - Retiree Fund Non-Inst : Corporate Training	124	
12_2221_679000_53360_3515	SUI - Non-Instructional : Corporate Training Instit	6	
12_2221_679000_53360_3615	WCI - Non-Instructional : Corporate Training Instit	278	
12_2221_679000_53360_5100	Contracted Services : Corporate Training Institute	20,000	

**SPECIAL PROJECT DETAILED BUDGET #2221**

**NAME: ADULT EDUCATION BLOCK GRANT REGIONAL CONSORTIUM FUNDING APPROPRIATION GRANT -  
SANTA ANA COLLEGE AND SANTIAGO CANYON COLLEGE (NON-CREDIT)  
FISCAL YEARS: 2016/17, 2017/18, and 2018/19**

**CONTRACT PERIOD: 07/01/2016 - 12/31/2018**

**PRJ. ADMIN.: James Kennedy/Jose Vargas**

**CONTRACT INCOME: \$4,403,130**

**PRJ. DIR.: Christine Gascon**

**CFDA #: N/A**

**Date: 7/6/2016**

**PRIME SPONSOR: California Community Colleges Chancellor's Office**

**FISCAL AGENT: Rancho Santiago CCD**

**PRIME AWARD #: TBD**

**SUB-AWARD #: N/A**

GL Account String	Description	New Budget	
		Debit	Credit
12_2221_684000_53360_5220	Mileage/Parking Expenses : Corporate Training Insti	1,619	
<b>DISTRICT OFFICE (Child Development Services)</b>			
33_2221_000000_50000_8659	Other Reimb Categorical Allow : District Operations		171,683
33_2221_692000_53323_1270	Child Development Teachers : CDC Centennial Educati <b>CDMT AA-1 \$36,968.21 +\$500/stipend (Site Supervisor)</b>	24,484	
33_2221_692000_53323_2340	Student Assistants - Hourly : CDC Centennial Educat <b>4 SA x \$10/hr. x 4 hrs/day x 168 days</b>	26,880	
33_2221_692000_53323_3115	STRS - Non-Instructional : CDC Centennial Education	3,080	
33_2221_692000_53323_3325	Medicare - Non-Instructional : CDC Centennial Educa	378	
33_2221_692000_53323_3415	H & W - Non-Instructional : CDC Centennial Educatio	7,584	
33_2221_692000_53323_3435	H & W - Retiree Fund Non-Inst : CDC Centennial Educ	530	
33_2221_692000_53323_3515	SUI - Non-Instructional : CDC Centennial Education	13	
33_2221_692000_53323_3615	WCI - Non-Instructional : CDC Centennial Education	1,192	
33_2221_692000_53323_3915	Other Benefits - Non-Instruct : CDC Centennial Educ	1,600	
33_2221_692000_53323_4610	Non-Instructional Supplies : CDC Centennial Educati	1,192	
33_2221_692000_53323_5100	Contracted Services : CDC Centennial Education Ctr <b>Sub-Agreement - THINK Together \$70,662</b> <b>Sub-Agreement - SAUSD \$34,088</b>	104,750	
<b>Total 2221 - AEBG II FY 16/17</b>		<b>4,403,130</b>	<b>4,403,130</b>

**SPECIAL PROJECT DETAILED BUDGET #18XX**  
**NAME: Career and Technical Education Act (CTE), Title IC**  
**FISCAL YEAR: 2016/2017**

CONTRACT PERIOD: 7/1/16 - 6/30/17  
 CONTRACT INCOME: **\$1,010,874**  
 DO: \$50,543  
 SAC: \$758,286  
 SCC: \$202,045

PROJ. ADM. Enrique Perez (DO)  
 PROJ. ADM. Bart Hoffman (SAC)  
 PROJ. ADM. Kari Irwin (SCC)

Date: 07/05/16

**Prime Sponsor: US Dept. of Education**  
**Fiscal Agent: CCC Chancellor's Office**  
**CFDA #: 84.048A; Grant Agreement # 16-C01-042**

GL Accounts	Description	Debit	Credit
12-1801-000000-50000-8170	VTEA : District Operations		50,543
12-1801-675000-53345-5210	Conference Expenses : Resource Development	500	
12-1801-679000-53345-2130	Classified Employees : Resource Development	34,056	
12-1801-679000-53345-3215	PERS - Non-Instructional : Resource Developme	4,731	
12-1801-679000-53345-3315	OASDHI - Non-Instructional : Resource Develop	2,112	
12-1801-679000-53345-3325	Medicare - Non-Instructional : Resource Devel	495	
12-1801-679000-53345-3415	H & W - Non-Instructional : Resource Developm	6,534	
12-1801-679000-53345-3435	H & W - Retiree Fund Non-Inst : Resource Deve	348	
12-1801-679000-53345-3515	SUI - Non-Instructional : Resource Developmen	19	
12-1801-679000-53345-3615	WCI - Non-Instructional : Resource Developmen	782	
12-1801-679000-53345-3915	Other Benefits - Non-Instruct : Resource Deve	628	
12-1801-679000-53345-4610	Non-Instructional Supplies : Resource Develop	338	
<b>Total Project 1801: CTE IC - Administrative &amp; Partnership Dev</b>		<b>50,543</b>	<b>50,543</b>
12-1802-000000-10000-8170	VTEA : Santa Ana College		77,000
12-1802-619000-15751-2320	Classified Employees - Hourly : Automotive Tech	3,500	
12-1802-619000-15751-3325	Medicare - Non-Instructional : Automotive Tech	51	
12-1802-619000-15751-3335	PARS - Non-Instructional : Automotive Tech	83	
12-1802-619000-15751-3435	H & W - Retiree Fd Non-Inst : Automotive Tech	35	
12-1802-619000-15751-3515	SUI - Non-Instructional : Automotive Tech	2	
12-1802-619000-15751-3615	WCI - Non-Instructional : Automotive Tech	79	
12-1802-094800-15751-4310	Instructional Supplies : Automotive Technolog	6,000	
12-1802-094800-15751-5940	Reproduction/Printing Expenses : Automotive T	1,250	
12-1802-094800-15751-6413	Equip-Fed Prgm > \$5,000 : Automotive Technolo	66,000	
<b>Total Project 1802: CTE IC - Automotive Technology (0948.00)</b>		<b>77,000</b>	<b>77,000</b>
12-1805-000000-10000-8170	VTEA : Santa Ana College		80,000
12-1805-061440-15510-4310	Instructional Supplies : Art	914	
12-1805-061440-15510-5940	Reproduction/Printing Expenses	1,200	
12-1805-061440-15510-6412	Equipment - Federal Program > \$1,000 < \$5,000	27,886	
12-1805-061440-15510-6413	Equipment - Federal Program > \$5,000	50,000	
<b>Total Project 1805: CTE IC - Digital Media (Animation) (0614.40)</b>		<b>80,000</b>	<b>80,000</b>
12-1810-000000-10000-8170	VTEA : Santa Ana College		37,740
12-1810-123010-16640-4310	Instructional Supplies : Nursing	3,500	
12-1810-123010-16640-5950	Software License and Fees : Nursing	1,430	
12-1810-123010-16640-6412	Equipment - Federal Program > \$1,000 < \$5,000	18,480	
12-1810-123010-16640-6413	Equipment - Federal Program > \$5,000	8,100	

**SPECIAL PROJECT DETAILED BUDGET #18XX**

**NAME: Career and Technical Education Act (CTE), Title IC**

**FISCAL YEAR: 2016/2017**

CONTRACT PERIOD: 7/1/16 - 6/30/17

CONTRACT INCOME: **\$1,010,874**

DO: \$50,543

SAC: \$758,286

SCC: \$202,045

PROJ. ADM. Enrique Perez (DO)

PROJ. ADM. Bart Hoffman (SAC)

PROJ. ADM. Kari Irwin (SCC)

Date: 07/05/16

**Prime Sponsor: US Dept. of Education**

**Fiscal Agent: CCC Chancellor's Office**

**CFDA #: 84.048A; Grant Agreement # 16-C01-042**

GL Accounts	Description	Debit	Credit
12-1810-619000-16640-2320	Classified Employees - Hourly : Nursing - Learning Facilitators	5,865	
12-1810-619000-16640-3325	Medicare - Non-Instructional : Nursing	85	
12-1810-619000-16640-3335	PARS - Non-Instructional : Nursing	86	
12-1810-619000-16640-3435	H & W - Retiree Fd Non-Inst : Nursing	59	
12-1810-619000-16640-3515	SUI - Non-Instructional : Nursing	3	
12-1810-619000-16640-3615	WCI - Non-Instructional : Nursing	132	
<b>Total Project 1810: CTE IC - Nursing RN (1230.10)</b>		<b>37,740</b>	<b>37,740</b>
12-1812-000000-10000-8170	VTEA : Santa Ana College		94,000
12-1812-122100-15719-4310	Instructional Supplies : Pharmacy Technology	3,766	
12-1812-122100-15719-5950	Software License and Fees : Pharmacy Technolo	750	
12-1812-122100-15719-6412	Equip-Fed Prgm >\$1,000< \$5,000 : Pharmacy Tec	7,679	
12-1812-122100-15719-6413	Equip-Fed Prgm > \$5,000 : Pharmacy Technology	81,805	
<b>Total Project 1812: CTE IC - Pharmacy Technology (1221.00)</b>		<b>94,000</b>	<b>94,000</b>
12-1814-000000-20000-8170	VTEA : Santiago Canyon College		91,967
12-1814-619000-25205-2130	Classified Employees : Career Education Offic	13,509	
12-1814-619000-25205-3215	PERS - Non-Instructional : Career Education O	1,786	
12-1814-619000-25205-3315	OASDHI - Non-Instructional : Career Education	867	
12-1814-619000-25205-3325	Medicare - Non-Instructional : Career Educati	203	
12-1814-619000-25205-3415	H & W - Non-Instructional : Career Education	2,693	
12-1814-619000-25205-3435	H & W - Retiree Fund Non-Inst : Career Educat	140	
12-1814-619000-25205-3515	SUI - Non-Instructional : Career Education Of	7	
12-1814-619000-25205-3615	WCI - Non-Instructional : Career Education Of	315	
12-1814-619000-25205-3915	Other Benefits - Non-Instruct : Career Educat	480	
12-1814-619000-25205-4610	Non-Instructional Supplies : Career Education	1,000	
12-1814-619000-25205-5100	Contracted Services : Career Education Office	11,000	
12-1814-619000-25205-5300	Inst Dues & Memberships : Career Education Of	1,000	
12-1814-619000-25205-6412	Equipment - Federal Program > \$1,000 < \$5,000	2,000	
12-1814-632000-25205-5800	Advertising : Career Education Office	5,000	
12-1814-632000-25205-5940	Reproduction/Printing Expenses : Career Educa	5,000	
12-1814-634000-25205-2320	Classified Employees - Hourly : Career Education Off	16,258	
12-1814-634000-25205-3215	PERS - Non-Instructional : Career Education O	1,750	
12-1814-634000-25205-3315	OASDHI - Non-Instructional : Career Education	1,008	
12-1814-634000-25205-3325	Medicare - Non-Instructional : Career Educati	236	
12-1814-634000-25205-3335	PARS - Non-Instructional : Career Education Off	211	
12-1814-634000-25205-3435	H & W - Retiree Fund Non-Inst : Career Educat	163	

**SPECIAL PROJECT DETAILED BUDGET #18XX**  
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 CONTRACT INCOME: **\$1,010,874**  
 DO: \$50,543  
 SAC: \$758,286  
 SCC: \$202,045

PROJ. ADM. Enrique Perez (DO)  
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 PROJ. ADM. Kari Irwin (SCC)

Date: 07/05/16

**Prime Sponsor: US Dept. of Education**  
**Fiscal Agent: CCC Chancellor's Office**  
**CFDA #: 84.048A; Grant Agreement # 16-C01-042**

GL Accounts	Description	Debit	Credit
12-1814-634000-25205-3515	SUI - Non-Instructional : Career Education Of	8	
12-1814-634000-25205-3615	WCI - Non-Instructional : Career Education Of	366	
12-1814-675000-25205-4710	Food and Food Service Supplies : Career Educa	2,000	
12-1814-675000-25205-5210	Conference Expenses : Career Education Office	22,967	
12-1814-675000-25205-5220	Mileage/Parking Expenses : Career Education O	2,000	
<b>Total Project 1814: CTE IC - Across CTE Programs Support Services (SCC)</b>		<b>91,967</b>	<b>91,967</b>
12-1815-000000-20000-8170	VTEA : Santiago Canyon College		6,000
12-1815-095730-25245-2420	Inst Assistant - Hourly : Survey/Mapping Scie	3,140	
12-1815-095730-25245-3211	PERS - Instructional : Survey/Mapping Sci	377	
12-1815-095730-25245-3311	OASDHI - Instructional : Survey/Mapping Sci	195	
12-1815-095730-25245-3321	Medicare - Instructional : Survey/Mapping Sci	46	
12-1815-095730-25245-3431	H & W - Retiree Fund Inst : Survey/Mapping Sc	31	
12-1815-095730-25245-3511	SUI - Instructional : Survey/Mapping Sciences	2	
12-1815-095730-25245-3611	WCI - Instructional : Survey/Mapping Sciences	71	
12-1815-675000-25245-5210	Conference Expenses : Survey/mapping Sciences	2,138	
<b>Total Project 1815: CTE IC - Surveying/Mapping Sciences (0957.30)</b>		<b>6,000</b>	<b>6,000</b>
12-1821-000000-20000-8170	VTEA : Santiago Canyon College		39,500
12-1821-130540-25230-4310	Instructional Supplies : Human Development	2,500	
12-1821-130540-25230-5100	Contracted Services : Human Development	5,000	
12-1821-130540-25230-5940	Reproduction/Printing Expenses : Human Development	2,500	
12-1821-130540-25230-5950	Software License and Fees : Human Development	1,500	
12-1821-602000-25230-1480	Part-Time Reassigned Time : Human Development - Curriculum Development	5,478	
12-1821-602000-25230-3115	STRS - Non-Instructional : Human Development	526	
12-1821-602000-25230-3325	Medicare - Non-Instructional : Human Developm	79	
12-1821-602000-25230-3335	PARS - Non-Instructional : Human Development	71	
12-1821-602000-25230-3435	H & W - Retiree Fund Non-Inst : Human Develop	55	
12-1821-602000-25230-3515	SUI - Non-Instructional : Human Development	3	
12-1821-602000-25230-3615	WCI - Non-Instructional : Human Development	123	
12-1821-619000-25230-1480	Part-Time Reassigned Time : Human Development - Training for blackboard - Business Advisory Group	3,130	
12-1821-619000-25230-3115	STRS - Non-Instructional : Human Development	301	
12-1821-619000-25230-3325	Medicare - Non-Instructional : Human Developm	45	
12-1821-619000-25230-3335	PARS - Non-Instructional : Human Development	41	
12-1821-619000-25230-3435	H & W - Retiree Fund Non-Inst : Human Develop	31	
12-1821-619000-25230-3515	SUI - Non-Instructional : Human Development	2	

**SPECIAL PROJECT DETAILED BUDGET #18XX**  
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 CONTRACT INCOME: **\$1,010,874**  
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Date: 07/05/16

**Prime Sponsor: US Dept. of Education**  
**Fiscal Agent: CCC Chancellor's Office**  
**CFDA #: 84.048A; Grant Agreement # 16-C01-042**

GL Accounts	Description	Debit	Credit
12-1821-619000-25230-3615	WCI - Non-Instructional : Human Development	70	
12-1821-631000-29325-1430	Part-Time Counselors : Counseling	4,866	
12-1821-631000-29325-3115	STRS - Non-Instructional : Counseling	467	
12-1821-631000-29325-3325	Medicare - Non-Instructional : Counseling	71	
12-1821-631000-29325-3335	PARS - Non-Instructional : Counseling	63	
12-1821-631000-29325-3435	H & W - Retiree Fund Non-Inst : Counseling	49	
12-1821-631000-29325-3515	SUI - Non-Instructional : Counseling	2	
12-1821-631000-29325-3615	WCI - Non-Instructional : Counseling	109	
12-1821-675000-25230-5210	Conference Expenses : Human Development	12,418	
<b>Total Project 1821: CTE IC - Human/Child Dev (1305.40)</b>		<b>39,500</b>	<b>39,500</b>
12-1823-000000-20000-8170	VTEA : Santiago Canyon College		12,720
12-1823-602000-28190-1480	Part-Time Reassigned Time : Short-Term Vocati	5,000	
12-1823-602000-28190-3115	STRS - Non-Instructional : Short-Term Vocatio	629	
12-1823-602000-28190-3325	Medicare - Non-Instructional : Short-Term Voc	73	
12-1823-602000-28190-3435	H & W - Retiree Fund Non-Inst : Short-Term Vo	50	
12-1823-602000-28190-3515	SUI - Non-Instructional : Short-Term Vocation	3	
12-1823-602000-28190-3615	WCI - Non-Instructional : Short-Term Vocation	113	
12-1823-619000-28190-2320	Classified Employees - Hourly : Short-Term Vocation	6,000	
12-1823-619000-28190-3325	Medicare - Non-Instructional : Short-Term Voc	87	
12-1823-619000-28190-3335	PARS - Non-Instructional : Short-Term Vocatio	567	
12-1823-619000-28190-3435	H & W - Retiree Fund Non-Inst : Short-Term Vo	60	
12-1823-619000-28190-3515	SUI - Non-Instructional : Short-Term Vocation	3	
12-1823-619000-28190-3615	WCI - Non-Instructional : Short-Term Vocation	135	
<b>Total Project 1823: CTE IC - Health Care Occupation NCR (1201.00)</b>		<b>12,720</b>	<b>12,720</b>
12-1824-000000-10000-8170	VTEA : Santa Ana College		199,902
12-1824-619000-15205-2110	Classified Management : Career Ed & Work Dev	93,067	
12-1824-619000-15205-3215	PERS - Non-Instructional : Career Ed & Work D	12,145	
12-1824-619000-15205-3315	OASDHI - Non-Instructional : Career Ed & Work	5,770	
12-1824-619000-15205-3325	Medicare - Non-Instructional : Career Ed & Wo	1,350	
12-1824-619000-15205-3415	H & W - Non-Instructional : Career Ed & Work	7,701	
12-1824-619000-15205-3435	H & W - Retiree Fund Non-Inst : Career Ed & W	964	
12-1824-619000-15205-3515	SUI - Non-Instructional : Career Ed & Work De	48	
12-1824-619000-15205-3615	WCI - Non-Instructional : Career Ed & Work De	2,313	
12-1824-619000-15205-3915	Other Benefits - Non-Instruct : Career Ed & W	3,312	
12-1824-675000-15205-4610	Non-Instructional Supplies : Career Ed & Work	1,300	
12-1824-675000-15205-5210	Conference Expenses : Career Ed & Work Dev Of	67,432	

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Date: 07/05/16

**Prime Sponsor: US Dept. of Education**  
**Fiscal Agent: CCC Chancellor's Office**  
**CFDA #: 84.048A; Grant Agreement # 16-C01-042**

GL Accounts	Description	Debit	Credit
12-1824-675000-15205-5220	Mileage/Parking Expenses : Career Ed & Work D	1,000	
12-1824-675000-15205-5940	Reproduction/Printing Expenses : Career Ed &	3,500	
<b>Total Project 1824: CTE IC - Across CTE Program - Professional Development (SAC)</b>		<b>199,902</b>	<b>199,902</b>
12-1826-000000-10000-8170	VTEA : Santa Ana College		62,162
12-1826-647000-19540-2310	Classified Employees - Ongoing : Job/Career P	16,296	
12-1826-647000-19540-2320	Classified Employees - Hourly : Job/Career PI	36,202	
12-1826-647000-19540-3215	PERS - Non-Instructional : Job/Career Placeme	4,488	
12-1826-647000-19540-3315	OASDHI - Non-Instructional : Job/Career Place	2,133	
12-1826-647000-19540-3325	Medicare - Non-Instructional : Job/Career Pla	761	
12-1826-647000-19540-3335	PARS - Non-Instructional : Job/Career Placeme	471	
12-1826-647000-19540-3435	H & W - Retiree Fund Non-Inst : Job/Career PI	525	
12-1826-647000-19540-3515	SUI - Non-Instructional : Job/Career Placemen	26	
12-1826-647000-19540-3615	WCI - Non-Instructional : Job/Career Placemen	1,260	
<b>Total Project 1826: CTE IC - CTE Completion, Counseling, Career &amp; Empl. Svcs</b>		<b>62,162</b>	<b>62,162</b>
12-1829-000000-10000-8170	VTEA : Santa Ana College		35,975
12-1829-050200-15115-2420	Inst Assistant - Hourly : Accounting	6,120	
12-1829-050200-15115-3321	Medicare - Instructional : Accounting	89	
12-1829-050200-15115-3331	PARS - Instructional : Accounting	80	
12-1829-050200-15115-3431	H & W - Retiree Fund Inst : Accounting	61	
12-1829-050200-15115-3511	SUI - Instructional : Accounting	3	
12-1829-050200-15115-3611	WCI - Instructional : Accounting	138	
12-1829-050200-15115-4310	Instructional Supplies : Accounting	2,351	
12-1829-050200-15115-5940	Reproduction/Printing Expenses : Accounting	2,000	
12-1829-050200-15115-6421	Equipment - Tablet/Laptop : Accounting	1,200	
12-1829-602000-15115-1480	Part-Time Reassigned Time : Accounting	20,800	
12-1829-602000-15115-3115	STRS - Non-Instructional : Accounting	2,145	
12-1829-602000-15115-3325	Medicare - Non-Instructional : Accounting	302	
12-1829-602000-15115-3435	H & W - Retiree Fund Non-Inst : Accounting	208	
12-1829-602000-15115-3515	SUI - Non-Instructional : Accounting	10	
12-1829-602000-15115-3615	WCI - Non-Instructional : Accounting	468	
<b>Total Project 1829: CTE IC - Accounting (0502.00)</b>		<b>35,975</b>	<b>35,975</b>

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Date: 07/05/16

**Prime Sponsor: US Dept. of Education**  
**Fiscal Agent: CCC Chancellor's Office**  
**CFDA #: 84.048A; Grant Agreement # 16-C01-042**

GL Accounts	Description	Debit	Credit
12-1830-000000-10000-8170	VTEA : Santa Ana College		34,333
12-1830-095300-15150-4310	Instructional Supplies : Engineering	1,000	
12-1830-095300-15150-5940	Reproduction/Printing Expenses : Engineering	6,913	
12-1830-095300-15150-5950	Software License and Fees : Engineering	500	
12-1830-095300-15150-6412	Equip-Federal Program >\$1,000 < \$5,000 : Engineering	10,597	
12-1830-602000-15150-1483	Beyond Contr - Reassigned Time : Engineering	13,200	
12-1830-602000-15150-3115	STRS - Non-Instructional : Engineering	1,476	
12-1830-602000-15150-3325	Medicare - Non-Instructional : Engineering	191	
12-1830-602000-15150-3435	H & W - Retiree Fund Non-Inst : Engineering	132	
12-1830-602000-15150-3515	SUI - Non-Instructional : Engineering	7	
12-1830-602000-15150-3615	WCI - Non-Instructional : Engineering	317	
<b>Total Project 1830: CTE IC - Draftng Technology (0953.00) - SAC</b>		<b>34,333</b>	<b>34,333</b>
12-1830-000000-20000-8170	VTEA : Santiago Canyon College		24,379
12-1830-095300-28290-6413	Equip-Federal Program > \$5,000 : Short-term Vocational	5,000	
12-1830-602000-28190-1480	Part-Time Reassigned Time : Short-Term Vocational	4,929	
12-1830-602000-28190-3115	STRS - Non-Instructional : Short-Term Vocational	620	
12-1830-602000-28190-3325	Medicare - Non-Instructional : Short-Term Vocational	71	
12-1830-602000-28190-3435	H & W - Retiree Fund Non-Inst : Short-Term Vocational	49	
12-1830-602000-28190-3515	SUI - Non-Instructional : Short-Term Vocational	2	
12-1830-602000-28190-3615	WCI - Non-Instructional : Short-Term Vocational	111	
12-1830-619000-28190-1450	Part-Time Coordinators : Short-Term Vocational	5,830	
12-1830-619000-28190-2320	Classified Employees - Hourly : Short-Term Vocational	6,000	
12-1830-619000-28190-3115	STRS - Non-Instructional : Short-Term Vocational	733	
12-1830-619000-28190-3325	Medicare - Non-Instructional : Short-Term Vocational	172	
12-1830-619000-28190-3335	PARS - Non-Instructional : Short-Term Vocational	454	
12-1830-619000-28190-3435	H & W - Retiree Fund Non-Inst : Short-Term Vocational	118	
12-1830-619000-28190-3515	SUI - Non-Instructional : Short-Term Vocational	6	
12-1830-619000-28190-3615	WCI - Non-Instructional : Short-Term Vocational	284	
<b>Total Project 1830: CTE IC - Draftng Technology NCR (0953.00) - SCC</b>		<b>24,379</b>	<b>24,379</b>
12-1831-000000-20000-8170	VTEA : Santiago Canyon College		19,379.00
12-1831-602000-28190-1480	Part-Time Reassigned Time : Short-Term Vocational	4,929	
12-1831-602000-28190-3115	STRS - Non-Instructional : Short-Term Vocational	620	
12-1831-602000-28190-3325	Medicare - Non-Instructional : Short-Term Vocational	71	
12-1831-602000-28190-3435	H & W - Retiree Fund Non-Inst : Short-Term Vocational	49	
12-1831-602000-28190-3515	SUI - Non-Instructional : Short-Term Vocational	2	
12-1831-602000-28190-3615	WCI - Non-Instructional : Short-Term Vocational	111	

**SPECIAL PROJECT DETAILED BUDGET #18XX**  
**NAME: Career and Technical Education Act (CTE), Title IC**  
**FISCAL YEAR: 2016/2017**

CONTRACT PERIOD: 7/1/16 - 6/30/17  
 CONTRACT INCOME: **\$1,010,874**  
 DO: \$50,543  
 SAC: \$758,286  
 SCC: \$202,045

PROJ. ADM. Enrique Perez (DO)  
 PROJ. ADM. Bart Hoffman (SAC)  
 PROJ. ADM. Kari Irwin (SCC)

Date: 07/05/16

**Prime Sponsor: US Dept. of Education**  
**Fiscal Agent: CCC Chancellor's Office**  
**CFDA #: 84.048A; Grant Agreement # 16-C01-042**

GL Accounts	Description	Debit	Credit
12-1831-619000-28190-1450	Part-Time Coordinators : Short-Term Vocationa	5,830	
12-1831-619000-28190-2320	Classified Employees - Hourly : Short-Term Vocation	6,000	
12-1831-619000-28190-3115	STRS - Non-Instructional : Short-Term Vocatio	733	
12-1831-619000-28190-3325	Medicare - Non-Instructional : Short-Term Voc	172	
12-1831-619000-28190-3335	PARS - Non-Instructional : Short-Term Vocatio	454	
12-1831-619000-28190-3435	H & W - Retiree Fund Non-Inst : Short-Term Vo	118	
12-1831-619000-28190-3515	SUI - Non-Instructional : Short-Term Vocation	6	
12-1831-619000-28190-3615	WCI - Non-Instructional : Short-Term Vocation	284	
<b>Total Project 1831: CTE IC - Business Management NCR (0506.00)</b>		<b>19,379</b>	<b>19,379</b>
12-1834-000000-20000-8170	VTEA : Santiago Canyon College		8,100.00
12-1834-051100-25240-4310	Instructional Supplies : Real Estate	100	
12-1834-602000-25240-1480	Part-Time Reassigned Time : Real Estate	4,382	
12-1834-602000-25240-3115	STRS - Non-Instructional : Real Estate	453	
12-1834-602000-25240-3325	Medicare - Non-Instructional : Real Estate	64	
12-1834-602000-25240-3335	PARS - Non-Instructional : Real Estate	57	
12-1834-602000-25240-3435	H & W - Retiree Fund Non-Inst : Real Estate	44	
12-1834-602000-25240-3515	SUI - Non-Instructional : Real Estate	2	
12-1834-602000-25240-3615	WCI - Non-Instructional : Real Estate	99	
12-1834-619000-25240-1480	Part-Time Reassigned Time : Real Estate	376	
12-1834-619000-25240-3325	Medicare - Non-Instructional : Real Estate	5	
12-1834-619000-25240-3335	PARS - Non-Instructional : Real Estate	5	
12-1834-619000-25240-3435	H & W - Retiree Fund Non-Inst : Real Estate	4	
12-1834-619000-25240-3515	SUI - Non-Instructional : Real Estate	1	
12-1834-619000-25240-3615	WCI - Non-Instructional : Real Estate	8	
12-1834-675000-25240-5210	Conference Expenses : Real Estate	2,500	
<b>Total Project 1834: CTE IC - Real Estate (0511.00)</b>		<b>8,100.00</b>	<b>8,100.00</b>
12-1837-000000-10000-8170	VTEA : Santa Ana College		74,659
12-1837-051400-18290-5950	Software License & Fees	20,000	
12-1837-602000-18190-1480	Part-Time Reassigned Time : Short-Term Vocati	13,842	
12-1837-602000-18190-3115	STRS - Non-Instructional : Short-Term Vocatio	1,304	
12-1837-602000-18190-3325	Medicare - Non-Instructional : Short-Term Voc	201	
12-1837-602000-18190-3335	PARS - Non-Instructional : Short-Term Voc	180	
12-1837-602000-18190-3435	H & W - Retiree Fund Non-Inst : Short-Term Vo	138	
12-1837-602000-18190-3515	SUI - Non-Instructional : Short-Term Vocation	7	
12-1837-602000-18190-3615	WCI - Non-Instructional : Short-Term Vocation	311	
12-1837-619000-18190-1450	Part-Time Coordinators : Short-Term Vocationa	33,309	

**SPECIAL PROJECT DETAILED BUDGET #18XX**

**NAME: Career and Technical Education Act (CTE), Title IC**

**FISCAL YEAR: 2016/2017**

CONTRACT PERIOD: 7/1/16 - 6/30/17

CONTRACT INCOME: **\$1,010,874**

DO: \$50,543

SAC: \$758,286

SCC: \$202,045

PROJ. ADM. Enrique Perez (DO)

PROJ. ADM. Bart Hoffman (SAC)

PROJ. ADM. Kari Irwin (SCC)

Date: 07/05/16

**Prime Sponsor: US Dept. of Education**

**Fiscal Agent: CCC Chancellor's Office**

**CFDA #: 84.048A; Grant Agreement # 16-C01-042**

GL Accounts	Description	Debit	Credit
12-1837-619000-18190-3115	STRS - Non-Instructional : Short-Term Vocatio	3,352	
12-1837-619000-18190-3325	Medicare - Non-Instructional : Short-Term Voc	483	
12-1837-619000-18190-3335	PARS - Non-Instructional : Short-Term Vocatio	433	
12-1837-619000-18190-3435	H & W - Retiree Fund Non-Inst : Short-Term Vo	333	
12-1837-619000-18190-3515	SUI - Non-Instructional : Short-Term Vocation	17	
12-1837-619000-18190-3615	WCI - Non-Instructional : Short-Term Vocation	749	
<b>Total Project 1837: CTE IC - CTE Continuum Between Non-Credit &amp; Credit</b>		<b>74,659</b>	<b>74,659</b>
12-1848-000000-10000-8170	VTEA : Santa Ana College		17,020
12-1848-602000-15170-1480	Part-Time Reassigned Time :	7,800	
12-1848-602000-15170-3115	STRS - Non-Instructional :	849	
12-1848-602000-15170-3325	Medicare - Non-Instructional :	113	
12-1848-602000-15170-3435	H & W - Retiree Fund Non-Inst :	78	
12-1848-602000-15170-3515	SUI - Non-Instructional :	4	
12-1848-602000-15170-3615	WCI - Non-Instructional :	176	
12-1848-619000-15170-5940	Reproduction/Printing Expenses	6,000	
12-1848-619000-15170-6412	Equipment - Federal Program > \$1,000 < \$5,000	2,000	
<b>Total Project 1848: CTE-IC - CTE Cooperative Work Experience - Making it Real</b>		<b>17,020</b>	<b>17,020</b>
12-1857-000000-10000-8170	VTEA : Santa Ana College		45,495
12-1857-094700-15752-5940	Reproduction/Printing Expenses : Diesel	1,535	
12-1857-094700-15752-6413	Equip-Fed Prgm > \$5,000 : Diesel	41,495	
12-1857-619000-15752-2320	Classified Employees - Hourly : Diesel Tech	2,310	
12-1857-619000-15752-3325	Medicare - Non-Instructional : Diesel Tech	33	
12-1857-619000-15752-3335	PARS - Non-Instructional : Diesel Tech	46	
12-1857-619000-15752-3435	H & W - Retiree Fd Non-Inst : Diesel Tech	23	
12-1857-619000-15752-3515	SUI - Non-Instructional : Diesel Tech	1	
12-1857-619000-15752-3615	WCI - Non-Instructional : Diesel Tech	52	
<b>Total Project 1857: CTE IC - Diesel Technology (0947.00)</b>		<b>45,495</b>	<b>45,495</b>
<b>TOTAL CTE IC - RSCCD Allocations</b>		<b>1,010,874</b>	<b>1,010,874</b>

**SPECIAL PROJECT DETAILED BUDGET #1827**  
**NAME: CTE IC - CTE Transitions (Tech Prep)**  
**FISCAL YEAR: 2016/2017**

CONTRACT PERIOD: 7/1/16 - 6/30/17  
 CONTRACT INCOME: \$87,496

PROJ. ADM. Bart Hoffman/Von Lawson  
 PROJ. DIR. K. Mathews/K. Irwin

**Prime Sponsor: US Dept. of Education**  
**Fiscal Agent: CCC Chancellor's Office**  
**CFDA #: 84.048A; Grant Agreement # 16-C01-042**

Date: 07/05/16

GL Accounts	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1827-000000-10000-8170	VTEA : Santa Ana College		42,864		41,561	1,303	
12-1827-619000-15205-1480	Part-Time Reassigned Time : Career Ed & Work	4,752		2,830			1,922
12-1827-619000-15205-1483	Beyond Contr - Reassigned Time : Career Ed &	1,000		-			1,000
12-1827-619000-15205-2110	Classified Management : Career Ed & Work Dev	17,554		-			17,554
12-1827-619000-15205-2320	Classified Employees - Hourly : Career Ed & W	8,698		30,358		21,660	
12-1827-619000-15205-3115	STRS - Non-Instructional : Career Ed & Work D	618		356			262
12-1827-619000-15205-3215	PERS - Non-Instructional : Career Ed & Work D	2,080		-			2,080
12-1827-619000-15205-3315	OASDHI - Non-Instructional : Career Ed & Work	1,088		-			1,088
12-1827-619000-15205-3325	Medicare - Non-Instructional : Career Ed & Wo	464		481		17	
12-1827-619000-15205-3335	PARS - Non-Instructional : Career Ed & Work D	113		490		377	
12-1827-619000-15205-3415	H & W - Non-Instructional : Career Ed & Work	1,687		-			1,687
12-1827-619000-15205-3435	H & W - Retiree Fund Non-Inst : Career Ed & W	327		332		5	
12-1827-619000-15205-3515	SUI - Non-Instructional : Career Ed & Work De	17		17		-	-
12-1827-619000-15205-3615	WCI - Non-Instructional : Career Ed & Work De	784		797		13	
12-1827-619000-15205-3915	Other Benefits - Non-Instruct : Career Ed & W	437		-			437
12-1827-619000-15205-4610	Non-Instructional Supplies : Career Ed &	-		150		150	
12-1827-619000-15205-4710	Food and Food Service Supplies : Career Ed &	500		500		-	-
12-1827-619000-15205-5100	Contracted Services : Career Ed & Work Dev Of	1,000		3,000		2,000	
12-1827-619000-15205-5220	Mileage/Parking Expenses : Career Ed & Work Dev Of	-		750		750	
12-1827-619000-15205-5940	Reproduction/Printing Expenses : Career Ed &	500		300			200
12-1827-675000-15205-5210	Conference Expenses : Career Ed & Work Dev Of	1,245		1,200			45
<b>CTE Transitions</b>	<b>Santa Ana College</b>	<b>42,864</b>	<b>42,864</b>	<b>41,561</b>	<b>41,561</b>	<b>26,275</b>	<b>26,275</b>

5.1 (25)

**SPECIAL PROJECT DETAILED BUDGET #1827**  
**NAME: CTE IC - CTE Transitions (Tech Prep)**  
**FISCAL YEAR: 2016/2017**

CONTRACT PERIOD: 7/1/16 - 6/30/17  
 CONTRACT INCOME: \$87,496

PROJ. ADM. Bart Hoffman/Von Lawson  
 PROJ. DIR. K. Mathews/K. Irwin

**Prime Sponsor: US Dept. of Education**  
**Fiscal Agent: CCC Chancellor's Office**  
**CFDA #: 84.048A; Grant Agreement # 16-C01-042**

Date: 07/05/16

GL Accounts	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1827-000000-20000-8170	VTEA : Santiago Canyon College		42,864		41,561	1,303	
12-1827-619000-25205-4610	Non-Instructional Supplies : Career Education	600		300			300
12-1827-619000-25205-5100	Contracted Services : Career Education Office	11,463		9,301			2,162
12-1827-619000-25205-6411	Equip-All Other > \$5,000 : Career Education O	1,000		-			1,000
12-1827-631000-29325-1430	Part-Time Counselors : Counseling	24,000		25,947		1,947	
12-1827-631000-29325-3115	STRS - Non-Instructional : Counseling	125		2,824		2,699	
12-1827-631000-29325-3325	Medicare - Non-Instructional : Counseling	348		376		28	
12-1827-631000-29325-3435	H & W - Retiree Fund Non-Inst : Counseling	240		259		19	
12-1827-631000-29325-3515	SUI - Non-Instructional : Counseling	12		13		1	
12-1827-631000-29325-3615	WCI - Non-Instructional : Counseling	576		584		8	
12-1827-675000-25205-5210	Conference Expenses : Career Education Office	4,500		1,957			2,543
<b>CTE Transitions</b>	<b>Santiago Canyon College</b>	<b>42,864</b>	<b>42,864</b>	<b>41,561</b>	<b>41,561</b>	<b>6,005</b>	<b>6,005</b>

5.1 (26)

**SPECIAL PROJECT DETAILED BUDGET #1827**  
**NAME: CTE IC - CTE Transitions (Tech Prep)**  
**FISCAL YEAR: 2016/2017**

CONTRACT PERIOD: 7/1/16 - 6/30/17  
 CONTRACT INCOME: \$87,496

PROJ. ADM. Bart Hoffman/Von Lawson  
 PROJ. DIR. K. Mathews/K. Irwin

**Prime Sponsor: US Dept. of Education**  
**Fiscal Agent: CCC Chancellor's Office**  
**CFDA #: 84.048A; Grant Agreement # 16-C01-042**

Date: 07/05/16

GL Accounts	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1827-000000-50000-8170	VTEA : District Operations		4,510		4,374	136	
12-1827-679000-53345-2130	Classified Employees : Resource Development	2,846		2,646			200
12-1827-679000-53345-3215	PERS - Non-Instructional : Resource Developme	337		368		31	
12-1827-679000-53345-3315	OASDHI - Non-Instructional : Resource Develop	176		165			11
12-1827-679000-53345-3325	Medicare - Non-Instructional : Resource Devel	41		39			2
12-1827-679000-53345-3415	H & W - Non-Instructional : Resource Developm	791		720			71
12-1827-679000-53345-3435	H & W - Retiree Fund Non-Inst : Resource Deve	29		27			2
12-1827-679000-53345-3515	SUI - Non-Instructional : Resource Developmen	1		2		1	
12-1827-679000-53345-3615	WCI - Non-Instructional : Resource Developmen	70		61			9
12-1827-679000-53345-3915	Other Benefits - Non-Instruct : Resource Deve	47		48		1	
12-1827-679000-53345-4610	Non-Instructional Supplies : Resource Develop	172		298		126	
<b>CTE Transitions</b>	<b>District Operations</b>	<b>4,510</b>	<b>4,510</b>	<b>4,374</b>	<b>4,374</b>	<b>295</b>	<b>295</b>
<b>Total Project 1827 VTEA/CTE IC- CTE Transitions</b>		<b>90,238</b>	<b>90,238</b>	<b>87,496</b>	<b>87,496</b>	<b>32,575</b>	<b>32,575</b>

5.1 (27)

**SPECIAL PROJECT DETAILED BUDGET #2470**

**NAME: Mathematics, Engineering, Science Achievement (MESA) - SANTA ANA COLLEGE**

**FISCAL YEAR 2016/2017**

**CONTRACT PERIOD: 07/01/2016 - 06/30/2017**

**CONTRACT AWARD: \$50,500**

**Prime Award #: 16-109-024**

**Sub-Award #: N/A**

**CFDA #: N/A**

**Prime Sponsor: California Community Colleges Chancellor's Office**

**Fiscal Agent: Rancho Santiago CCD**

**PROJ ADM: Micki Bryant**

**PROJ DIR: Catherine Shaffer**

**Date: 07/06/2016**

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
11_0000_000004_10000_1110	Contract Instructor : SAC		82,114		0	82,114	
11_0000_000004_10000_2130	Classified Employees : SAC		37,540		37,540		0
11_0000_000004_10000_3415	H & W - Non-Instructional : SAC		53,598		35,726	17,872	
11_2470_633000_15340_1250	<b>Contract Coordinator : MESA</b>	82,114		0			82,114
11_2470_633000_15340_2130	<b>Classified Employees : MESA</b> <b>Suzanne Lohmann, Student Svs. Coord. @ 50%</b>	37,540		37,540			0
11_2470_633000_15340_3115	STRS - Non-Instructional : MESA	10,330		0			10,330
11_2470_633000_15340_3215	PERS - Non-Instructional : MESA	5,214		10,427		5,213	
11_2470_633000_15340_3315	OASDHI - Non-Instructional : MESA	2,374		4,767		2,393	
11_2470_633000_15340_3325	Medicare - Non-Instructional : MESA	1,759		1,115			644
11_2470_633000_15340_3415	H & W - Non-Instructional : MESA	28,229		15,080			13,149
11_2470_633000_15340_3435	H & W - Retiree Fund Non-Inst : MESA	1,213		769			444
11_2470_633000_15340_3515	SUI - Non-Instructional : MESA	61		38			23
11_2470_633000_15340_3615	WCI - Non-Instructional : MESA	2,730		1,730			1,000
11_2470_633000_15340_3915	Other Benefits - Non-Instruct : MESA	1,688		1,800		112	
	<b>Total #2470 MESA (Match)</b>	<b>173,252</b>	<b>173,252</b>	<b>73,266</b>	<b>73,266</b>	<b>107,704</b>	<b>107,704</b>

*The match requirement is 1:1. The actual match contribution is \$73,266 consisting of Suzanne Lohmann, MESA Student Services Coordinator at \$37,540 (50%) and benefits at \$35,726 (100%). All benefits for the Coordinator are unallowable costs to the grant. Catherine Shaffer's, MESA Director, salary and benefits at \$116,651 will be represented as an in-kind contribution, not as direct cash match.*

5.1 (28)

Original Budget

Prepared by: Maria Gil

Board Approval Date: July 18, 2016

Accountant: Josefina (JoJo) Penning

**SPECIAL PROJECT DETAILED BUDGET #2470**

**NAME: Mathematics, Engineering, Science Achievement (MESA) - SANTA ANA COLLEGE**

**FISCAL YEAR 2016/2017**

**CONTRACT PERIOD: 07/01/2016 - 06/30/2017**

**CONTRACT AWARD: \$50,500**

**Prime Award #: 16-109-024**

**Sub-Award #: N/A**

**CFDA #: N/A**

**Prime Sponsor: California Community Colleges Chancellor's Office**

**Fiscal Agent: Rancho Santiago CCD**

**PROJ ADM: Micki Bryant**

**PROJ DIR: Catherine Shaffer**

**Date: 07/06/2016**

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12_2470_000000_10000_8659	Other Reimb Categorical Allow : Santa Ana Col		50,500		50,500		0
12_2470_679000_10000_5865	Indirect Costs : Santa Ana College (4%)	1,942		1,942		0	
12_2470_633000_15340_2130	<b>Classified Employees : MESA</b> <b>Suzanne Lohmann, Student Svs. Coord. @ 50%</b>	36,982		37,540		558	
12_2470_633000_15340_4210	Books, Mags & Ref Mat, Non-Lib : MESA	0		500		500	
12_2470_633000_15340_4610	Non-Instructional Supplies : MESA	0		589		589	
12_2470_633000_15340_4710	Food and Food Service Supplies : MESA	1,982		982			1,000
12_2470_633000_15340_5300	Inst Dues & Memberships : MESA	200		200		0	
12_2470_633000_15340_5805	Awards & Incentives : MESA	3,385		225			3,160
12_2470_633000_15340_5905	Other Participant Travel Exp : MESA	3,682		3,507			175
12_2470_675000_15340_5210	Conference Expenses : MESA	2,327		5,015		2,688	
	<b>Total #2470 MESA (Funded)</b>	<b>50,500</b>	<b>50,500</b>	<b>50,500</b>	<b>50,500</b>	<b>4,335</b>	<b>4,335</b>

5.1 (29)

**SPECIAL PROJECT DETAILED BUDGET # 3710**  
**NAME: St. Joseph Hospital Clinical Training Grant - Santa Ana College**  
**FISCAL YEAR: 2016/2017 and 2017/2018**

**CONTRACT PERIOD: 07/01/2016 - 06/30/2018**  
**CONTRACT INCOME: \$127,241**  
**PRIME SPONSOR: St. Joseph Hospital of Orange**  
**FISCAL AGENT: Rancho Santiago CCD**  
**SUB-AWARD #: Hospital On-Site Associate Degree Nursing Program Agreement (SAC-16-038)**  
**CFDA #: N/A**

**PROJ. ADM. Cher Carrera**  
**PROJ. DIR. Rebecca Miller**  
**DATE: 7/6/2016**

GL Account String	Description	Existing Budget		New Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12_3710_000000_10000_8891	Other Local Rev - Special Proj : Santa Ana Co		99,925		127,241		27,316
12_3710_123010_16640_1110	Contract Instructors : Nursing TBD, 10 mths 175-Days, Class VI Step 16 @ 20% (3 LHE, 2 semesters)	7,911		20,612		12,701	
12_3710_123010_16640_1310	Part-Time Instructors : Nursing Maria Soto (Skills Lab) \$52.14/hr. x 4.24 LHE x (FA,SP) x 2 yrs. TBD, Adjunct Faculty \$63.37/hr. x 4 LHE x (FA,SP) x 2 yrs	22,393		34,170		11,777	
12_3710_123010_16640_1313	Beyond Contract-Instructors : Nursing \$70.41/hr. x 4 LHE x 2 semesters x 2 yrs	35,302		20,279			15,023
12_3710_123010_16640_3111	STRS - Instructional : Nursing	5,852		9,443		3,591	
12_3710_123010_16640_3321	Medicare - Instructional : Nursing	957		1,092		135	
12_3710_123010_16640_3411	H & W - Instructional : Nursing	1,885		5,325		3,440	
12_3710_123010_16640_3431	H & W - Retiree Fund Inst : Nursing	660		753		93	
12_3710_123010_16640_3511	SUI - Instructional : Nursing	33		38		5	
12_3710_123010_16640_3611	WCI - Instructional : Nursing	1,584		1,807		223	
12_3710_123010_16640_3911	Other Benefits - Instructional : Nursing	100		250		150	
12_3710_123010_16640_5220	Mileage/Parking Expenses : Nursing	249		0			249
12_3710_123010_16640_8545	Excess/Copies Usage : Nursing	92		0			92
12_3710_649000_16640_2310	Classified Employees - Ongoing : Nursing Edith Ahumada, General Office Clerk (0.475 FTE) (2 yrs.)	18,619		31,518		12,899	
12_3710_649000_16640_3215	PERS - Non-Instructional : Nursing	2,286		0			2,286
12_3710_649000_16640_3315	OASDHI - Non-Instructional : Nursing	1,102		0			1,102
12_3710_649000_16640_3325	Medicare - Non-Instructional : Nursing	258		457		199	
12_3710_649000_16640_3335	PARS - Non-Instructional : Nursing	0		410		410	
12_3710_649000_16640_3435	H & W - Retiree Fund Non-Inst : Nursing	186		315		129	
12_3710_649000_16640_3515	SUI - Non-Instructional : Nursing	9		16		7	
12_3710_649000_16640_3615	WCI - Non-Instructional : Nursing	447		756		309	
<b>Total 3710 - St. Joseph Clinical Trng Grant</b>		<b>99,925</b>	<b>99,925</b>	<b>127,241</b>	<b>127,241</b>	<b>46,068</b>	<b>46,068</b>

5.1 (30)

**SPECIAL PROJECT DETAILED BUDGET # 2450**  
**NAME: Santa Ana Middle College High School**  
**FISCAL YEAR: 2016/17**

CONTRACT PERIOD: 7/1/16 to 6/30/17  
 CONTRACT INCOME: \$99,000 - Funding FY 2016/17

PROJ. ADM. Sara Lundquist  
 PROJ. DIR. Kathy Apps

**Prime Sponsor: CCC Chancellor's Office**  
**Grant No.: 16-110-011**

DATE: 07/05/16

GL Accounts	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2450-000000-10000-8659	Other Reimb Categorical Allow : Santa Ana Col		99,000		99,000		
12-2450-100600-15565-2320	Classified Employees - Hourly : Phillips Hall	-		600		600	
12-2450-100600-15565-2350	Overtime - Classified Employee : Phillips Hal	1,000		-			1,000
12-2450-100600-15565-3315	OASDHI - Non-Instructional : Phillips Hall	62		37			25
12-2450-100600-15565-3325	Medicare - Non-Instructional : Phillips Hall	15		9			6
12-2450-100600-15565-3435	H & W - Retiree Fund Non-Inst : Phillips Hall	10		6			4
12-2450-100600-15565-3515	SUI - Non-Instructional : Phillips Hall	1		1		-	-
12-2450-100600-15565-3615	WCI - Non-Instructional : Phillips Hall	24		14			10
12-2450-110500-15643-1314	Int/Sum-Beyond Contract : Spanish - Spanish 101 Honors	-		5,665		5,665	
12-2450-110500-15643-3111	STRS - Instructional : Spanish	-		713		713	
12-2450-110500-15643-3321	Medicare - Instructional : Spanish	-		82		82	
12-2450-110500-15643-3431	H & W - Retiree Fund Inst : Spanish	-		57		57	
12-2450-110500-15643-3511	SUI - Instructional : Spanish	-		3		3	
12-2450-110500-15643-3611	WCI - Instructional : Spanish	-		127		127	
12-2450-150100-15620-1314	Int/Sum-Beyond Contract : English - English 101 Honors - English 103 Honors	-		15,457		15,457	
12-2450-150100-15620-3111	STRS - Instructional : English	-		1,943		1,943	
12-2450-150100-15620-3321	Medicare - Instructional : English	-		224		224	
12-2450-150100-15620-3431	H & W - Retiree Fund Inst : English	-		155		155	
12-2450-150100-15620-3511	SUI - Instructional : English	-		8		8	
12-2450-150100-15620-3611	WCI - Instructional : English	-		348		348	
12-2450-490100-19100-4310	Instructional Supplies : Student Services Off	29,897		20,000			9,897
12-2450-631000-15310-1430	Part-Time Counselors : Counseling	29,484		26,206			3,278
12-2450-631000-15310-1435	Int/Sum - Counselors,Part-Time : Counseling	7,233		2,912			4,321
12-2450-631000-15310-3115	STRS - Non-Instructional : Counseling	3,341		3,663		322	
12-2450-631000-15310-3325	Medicare - Non-Instructional : Counseling	545		422			123

5.1 (31)

**SPECIAL PROJECT DETAILED BUDGET # 2450**  
**NAME: Santa Ana Middle College High School**  
**FISCAL YEAR: 2016/17**

CONTRACT PERIOD: 7/1/16 to 6/30/17  
 CONTRACT INCOME: \$99,000 - Funding FY 2016/17

PROJ. ADM. Sara Lundquist  
 PROJ. DIR. Kathy Apps

**Prime Sponsor: CCC Chancellor's Office**  
**Grant No.: 16-110-011**

DATE: 07/05/16

GL Accounts	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2450-631000-15310-3435	H & W - Retiree Fund Non-Inst : Counseling	376		291			85
12-2450-631000-15310-3515	SUI - Non-Instructional : Counseling	19		15			4
12-2450-631000-15310-3615	WCI - Non-Instructional : Counseling	903		655			248
12-2450-649000-19100-5300	Inst Dues & Memberships : Student Services Of	6,300		8,000		1,700	
12-2450-649000-19100-5880	Internet Services : Student Services Office	1,500		-			1,500
12-2450-649000-19100-5905	Other Participant Travel Exp : Student Servic	100		-			100
12-2450-649000-19100-5966	Transportation - Student : Student Services O	6,800		6,000			800
12-2450-653000-17200-2350	Overtime - Classified Employee : Custodial	500		-			500
12-2450-653000-17200-3315	OASDHI - Non-Instructional : Custodial	31		-			31
12-2450-653000-17200-3325	Medicare - Non-Instructional : Custodial	7		-			7
12-2450-653000-17200-3435	H & W - Retiree Fund Non-Inst : Custodial	5		-			5
12-2450-653000-17200-3615	WCI - Non-Instructional : Custodial	12		-			12
12-2450-675000-19100-5210	Conference Expenses : Student Services Office	7,028		1,580			5,448
12-2450-679000-10000-5865	Indirect Costs : Santa Ana College	3,807		3,807		-	-
<b>Total Project 2450 Santa Ana Middle College HS</b>		<b>99,000</b>	<b>99,000</b>	<b>99,000</b>	<b>99,000</b>	<b>27,404</b>	<b>27,404</b>

5.1 (32)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To: Board of Trustees	Date: July 18, 2016
Re: Approval of Sub-Agreement between RSCCD and Friendly Center for the AB 104 Adult Education Block Grant (#DO-16-2218-06)	
Action: Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District received a fiscal year 2015/16 Adult Education Block Grant (AEBG) – Regional Consortium Funding Appropriation (Assembly Bill No. 104) from the California Community Colleges Chancellor’s Office. Funding was awarded to the Rancho Santiago Adult Education Consortium (RSAEC) that includes RSCCD as the lead and Fiscal Agent, three school districts (Santa Ana, Orange, and Garden Grove), the Orange County Department of Education, and the Orange County Sheriff’s Department.

The Chancellor’s Office has apportioned AEBG funds to regions throughout the state to expand and improve opportunities for educational and workforce services for adult learners. Funding will support RSAEC’s AB 86 Regional Comprehensive Plan seven program areas: (1) elementary and secondary basic skills, including high school diploma or GED; (2) citizenship, English as a second language, and workforce preparation; (3) adults/older adults entry or re-entry into the workforce; (4) family literacy; (5) adults with disabilities; (6) career technical education; and (7) pre-apprenticeship training activities. The appropriation amount is \$3,079,153.00. The term of this appropriation is from July 1, 2015 through June 30, 2016, with program activities ending by December 31, 2017.

**ANALYSIS**

The enclosed sub-agreement (#DO-16-2218-06) with Friendly Center is to provide child care/babysitting services during the 2016 summer and fall semesters thereby increasing adult students’ participation in adult education programs. The performance period is July 5, 2016 through December 17, 2016, with a total cost not to exceed \$5,070.00.

Leading the implementation of the RSAEC plan are project administrators Jose Vargas and Jim Kennedy, and project director Christine Gascon.

**RECOMMENDATION**

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

Fiscal Impact: \$5,070.00 (grant-funded)	Board Date: July 18, 2016
Prepared by: Maria N. Gil, Resource Development Coordinator	
Submitted by: Enrique Perez, J.D., Interim Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

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

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 18<sup>th</sup> day of July 2016, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Friendly Center (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD received a grant award entitled “Adult Education Block Grant Program Consortium Funding Appropriation,” Prime Award #15-328-043 (hereinafter “Grant”) from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), to disseminate implementation funds to regional consortia of community college districts, K-12 school districts, and other partner agencies, to implement regional strategies to better serve educational and workforce needs of adults;

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

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

NOW, THEREFORE the Parties agree as follows:

**ARTICLE I**

1. **Statement of Work**

SUBCONTRACTOR will provide services as described in the attached Statement of Work (**Exhibit A**), related to the *Rancho Santiago Adult Education Consortium – AB 86 Regional Comprehensive Plan*, which by this reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work, and to provide all services as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from July 5, 2016, through December 17, 2016.

3. **Total Cost**

The total cost to RSCCD for the performance of this Agreement shall not exceed \$5,070.00 USD.

4. **Payment**

Disbursement of funds will begin upon RSCCD’s receipt of the fully executed Agreement and a detailed invoice for the disbursement. RSCCD shall make reimbursement payments as long as the total payments under this Agreement do not exceed the amount listed above under Article I.3. “Total Costs”.

5. Budget

SUBCONTRACTOR agrees that the expenditures of any and all funds under this Agreement will be in accordance with the Project Budget (**Exhibit B**), which by this reference is incorporated into this Agreement. SUBCONTRACTOR must submit a budget revision request to RSCCD if expenditures exceed ten (10) percent of the authorized project budget by budget categories; and/or adding or deleting budget categories.

6. Invoices

Invoices must be itemized, include the Agreement number (refer to footer), and include back-up documentation for expenditures submitted for payment. Final payment is contingent upon successful completion of the Statement of Work (**Exhibit A**), upon receipt of a final invoice requesting payment due **December 31, 2016**, and the Project Director's certification of the final report. Invoice(s) should be submitted to the following address:

Christine Gascon, Director of Special Programs  
Adult Education Block Grant  
College and Workforce Preparation Center  
Santiago Canyon College, Division of Continuing Education  
1572 N. Main Street  
Orange, CA 92867

7. Reporting

- (a) Progress Reports. SUBCONTRACTOR agrees to submit progress reports as requested by RSCCD and/or the PRIME SPONSOR.
- (b) Final Reports. SUBCONTRACTOR agrees to submit an annual expenditure report and an annual performance report summarizing completion of the project activities consistent with the SUBCONTRACTOR'S Scope of Work (**Exhibit A**). The final reports are due **December 31, 2016**.

Reports related to this Agreement should be submitted to Christine Gascon, Director, via email at Gascon\_Christine@sccollege.edu.

8. Expenditure of Grant Funds

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

9. Time Extensions

RSCCD will not be requesting a time extension for program activities from the PRIME SPONSOR. As a result, SUBCONTRACTOR will not be granted an extension. Therefore, SUBCONTRACTOR must spend all funds allocated through this Agreement within the timeframe of the Agreement listed above under Article I.2. "Period of Performance". Under this Agreement, SUBCONTRACTOR will only be reimbursed for expenses that are incurred on or prior to **December 17, 2016**.

10. Independent Contractor

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

11. Subcontract Assignment

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

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

12. Record Keeping

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

13. Audit

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

14. Insurance

SUBCONTRACTOR 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 a thirty (30) day notice of cancellation, modification, or reduction in said insurance. Within thirty (30) days of the execution of this Agreement, SUBCONTRACTOR shall deliver certificate(s) of insurance under SUBCONTRACTOR'S comprehensive general liability insurance policy on or before the date of execution of Agreement.

15. Workers' Compensation Insurance

SUBCONTRACTOR shall provide workers' compensation coverage for each of its employees. SUBCONTRACTOR hereby warrants that it carries Workers' Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, or is self-insured in accordance with the provisions of Labor Code section 3700, and agrees to furnish satisfactory evidence thereof at any time RSCCD may request.

16. 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.

17. Termination

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

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

18. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

19. Notices

All notices, reports and correspondence between the Parties hereto respecting to this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

**RSCCD:** Christine Gascon, Director of Special Programs  
Adult Education Block Grant  
College and Workforce Preparation Center  
Santiago Canyon College, Division of Continuing Education  
1572 N. Main Street  
Orange, CA 92867  
(714) 628-5969; [gascon\\_christine@sccollege.edu](mailto:gascon_christine@sccollege.edu)

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

**SUBCONTRACTOR:** Friendly Center  
Attn: Cathy Seelig, Executive Director  
PO Box 706  
Orange, CA 92856  
(714-771-5300 x 133; [cathy@friendlycenter.org](mailto:cathy@friendlycenter.org))

20. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

21. Amendments

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

**ARTICLE II**

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant appropriation agreement, the provisions of AB 104 Section 39 Article 9, the Program Guidance, the Allowable Uses Guidance, and the Legal Terms and Conditions, as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

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.

*Sub-agreement between RSCCD and Friendly Center*

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

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SUBCONTRACTOR: Friendly Center

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

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

Name: Peter J. Hardash  
\_\_\_\_\_

Name: Cathy Seelig  
\_\_\_\_\_

Vice Chancellor

Title: Business Operations/Fiscal Services

Title: Executive Director

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

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

Board Approval Date: July 18, 2016

95-2479833

Employer/Taxpayer Identification Number (EIN)

**FRIENDLY CENTER  
Adult Education Block Grant  
Rancho Santiago Adult Education Consortium**

**Scope of Work**

**Summary:**

Support cost of babysitting for the Friendly Center (fall semester) and Friendly Center North (summer and fall). This activity supports students who would not be able to attend classes because of babysitting issues.

**Directions:** Use this template to outline the major component(s) of your proposed project, expected completion timelines, and expected outcomes.

<b>Activities</b>	<b>Timeline</b>	<b>Performance Outcomes</b>
Provide babysitting for young children of adult learners while attending ESL classes	Summer session 2016 and Fall 2016 semester  7/5/2016 - 12/17/2016	Improved attendance and English skills

**FRIENDLY CENTER  
Adult Education Block Grant  
Rancho Santiago Adult Education Consortium**

**BUDGET DETAIL SHEET**

Contact	Name	Email	Phone No.
Cynthia Drury, Director of Special Programs Friendly Center, 615 N. Lemon Street, Orange, CA 92867 Friendly Center, 1820 E. Meats Avenue, Orange, CA 92867		Cynthia@friendlycenter.org	714-771-5300

Object Code	Description	TOTAL COSTS
1000		
2000	Six weeks of babysitting for children of adult ESL students 6 hours a week for 6 weeks (summer semester) 36 hours x \$10/hr. (FCOR) 24.5 hours a week of babysitting at Friendly Center and Friendly Center North \$10.00 an hour for 16 weeks = 392 hours	\$360   \$3,920
3000	Benefits for summer (36 hours) + fall (392 hours) @ 14%	\$549
4000		
5000		
6000		
	<b>Total Direct Costs:</b>	<b>\$4,829</b>
	<b>Total Indirect Costs (not to exceed 5% of Direct Costs):</b>	<b>\$241</b>
	<b>TOTAL COSTS:</b>	<b>\$5,070</b>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To: Board of Trustees	Date: July 18, 2016
Re: Approval of Sub-Agreement between RSCCD and THINK Together for the AB 104 Adult Education Block Grant (#DO-16-2221-01)	
Action: Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District received a fiscal year 2016/17 Adult Education Block Grant (AEBG) – Regional Consortium Funding Appropriation (Assembly Bill No. 104) from the California Community Colleges Chancellor’s Office. Funding was awarded to the Rancho Santiago Adult Education Consortium (RSAEC) that includes RSCCD as the lead and Fiscal Agent, three school districts (Santa Ana, Orange, and Garden Grove), the Orange County Department of Education, and the Orange County Sheriff’s Department.

The Chancellor’s Office has apportioned AEBG funds to regions throughout the state to expand and improve opportunities for educational and workforce services for adult learners. Funding will support RSAEC’s AB 86 Regional Comprehensive Plan seven program areas: (1) elementary and secondary basic skills, including high school diploma or GED; (2) citizenship, English as a second language, and workforce preparation; (3) adults/older adults entry or re-entry into the workforce; (4) family literacy; (5) adults with disabilities; (6) career technical education; and (7) pre-apprenticeship training activities. The appropriation amount is \$4,403,130.00. The term of this appropriation is from July 1, 2016 through June 30, 2017, with program activities ending by December 31, 2018.

**ANALYSIS**

AEBG funds were allocated to RSCCD’s Child Development Services (CDS) to provide an evening childcare program, and CDS has designated THINK Together as a sub-contractor to operate the RSCCD School-Age Learning Center. The enclosed sub-agreement (#DO-16-2221-01) outlines the terms of the project. THINK Together will provide child care services to about 50 children/youth focusing on educational activities and skills development thereby increasing adult students’ participation in adult education programs. The performance period is August 22, 2016 through May 27, 2017, with a total cost not to exceed \$70,662.00.

Overseeing the implementation of RSCCD’s School-Age Learning Center are project director Janneth Linnell and project administrator Enrique Perez.

**RECOMMENDATION**

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

Fiscal Impact: \$70,662.00 (grant-funded)	Board Date: July 18, 2016
Prepared by: Maria N. Gil, Resource Development Coordinator	
Submitted by: Enrique Perez, J.D., Interim Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

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

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 18<sup>th</sup> day of July 2016, between Rancho Santiago Community College District (hereinafter “RSCCD”) and THINK Together (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD received a grant award entitled “AB104 Adult Education Block Grant Regional Consortia Funding Apportionment,” Prime Award #16-328-043 (hereinafter “Grant”) from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), to disseminate implementation funds to regional consortia of community college districts, K-12 school districts, and other partner agencies, to implement regional strategies to better serve educational and workforce needs of adults;

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

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

NOW, THEREFORE the Parties agree as follows:

**ARTICLE I**

1. Statement of Work

SUBCONTRACTOR will provide services as described in the attached Statement of Work (**Exhibit A**), related to the *Rancho Santiago Adult Education Consortium – AB 86 Regional Comprehensive Plan*, which by this reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work, and to provide all services as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. Period of Performance

The period of performance for this Agreement shall be from August 22, 2016 through May 27, 2017.

3. Total Cost

The total cost to RSCCD for the performance of this Agreement shall not exceed \$70,662.00 USD.

4. Payment

Disbursement of funds will begin upon RSCCD’s receipt of the fully executed Agreement and a detailed invoice for the disbursement. RSCCD shall make reimbursement payments as

long as the total payments under this Agreement do not exceed the amount listed above under Article I.3. "Total Costs".

5. Budget

SUBCONTRACTOR agrees that the expenditures of any and all funds under this Agreement will be in accordance with the Project Budget (**Exhibit B**), which by this reference is incorporated into this Agreement. SUBCONTRACTOR must submit a budget revision request to RSCCD if expenditures exceed ten (10) percent of the authorized project budget by budget categories; and/or adding or deleting budget categories.

6. Invoices

Invoices must be itemized, include the Agreement number (refer to footer), and include back-up documentation for expenditures submitted for payment. Final payment is contingent upon successful completion of the Statement of Work (**Exhibit A**), upon receipt of a final invoice requesting payment due **June 15, 2017**, and the Project Director's certification of the final report. Invoice(s) should be submitted to the following address:

Janneth Linnell, Executive Director of Child Development Services  
Rancho Santiago Community College District  
2323 N. Broadway, Suite 350-2  
Santa Ana, CA 92706

7. Reporting

- (a) Progress Reports. SUBCONTRACTOR agrees to submit progress reports as requested by RSCCD and/or the PRIME SPONSOR.
- (b) Final Reports. SUBCONTRACTOR agrees to submit a final expenditure report and a final performance report summarizing completion of the project activities consistent with the SUBCONTRACTOR'S Scope of Work (**Exhibit A**). The final reports are due **June 15, 2017**.

Reports related to this Agreement should be submitted to Janneth Linnell, Executive Director of Child Development Services via email at [linnell\\_janneth@rsccd.edu](mailto:linnell_janneth@rsccd.edu).

8. Expenditure of Grant Funds

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

9. Time Extensions

RSCCD will not be requesting a time extension for program activities from the PRIME SPONSOR. As a result, SUBCONTRACTOR will not be granted an extension. Therefore, SUBCONTRACTOR must spend all funds allocated through this Agreement within the timeframe of the Agreement listed above under Article I.2. "Period of Performance". Under this Agreement, SUBCONTRACTOR will only be reimbursed for expenses that are incurred on or prior to **May 27, 2017**.

10. Independent Contractor

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

11. Subcontract Assignment

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

12. Record Keeping

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

13. Audit

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

14. Insurance

SUBCONTRACTOR 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 a thirty (30) day notice of cancellation, modification, or reduction in said insurance. Within thirty (30) days of the execution of this Agreement, SUBCONTRACTOR shall deliver certificate(s) of insurance under SUBCONTRACTOR'S comprehensive general liability insurance policy on or before the date of execution of Agreement.

15. Workers' Compensation Insurance

SUBCONTRACTOR shall provide workers' compensation coverage for each of its employees. SUBCONTRACTOR hereby warrants that it carries Workers' Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, or is self-insured in accordance with the provisions of Labor Code section 3700, and agrees to furnish satisfactory evidence thereof at any time RSCCD may request.

16. 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.

17. Termination

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

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

18. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

19. Notices

All notices, reports and correspondence between the Parties hereto respecting to this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

**RSCCD:** Janneth Linnell, Executive Director of Child Development Services  
Rancho Santiago Community College District  
2323 N. Broadway, Suite 350-2  
Santa Ana, CA 92706  
(714) 480-7546; [linnell\\_janneth@rsccd.edu](mailto:linnell_janneth@rsccd.edu)

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

**SUBCONTRACTOR:** THINK Together  
2101 E. Fourth Street, Bldg. B, 2<sup>nd</sup> Floor  
Santa Ana, CA 92705

Tia Dwyer, Chief Program and Operations Officer  
(714) 543-3807; [tdwyer@thinktogether.org](mailto:tdwyer@thinktogether.org)

Natalia Flores, General Manager  
(714) 543-3807; [naflores@thinktogether.org](mailto:naflores@thinktogether.org)

20. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

21. Amendments

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

**ARTICLE II**

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant appropriation agreement, the provisions of AB 104 Section 39 Article 9, the Program Guidance, the Allowable Uses Guidance, and the Legal Terms and Conditions, as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees

to expend all funds in accordance with all applicable federal, state and local laws and regulations.

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

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

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SUBCONTRACTOR: THINK Together

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

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

Name: Peter J. Hardash  
Vice Chancellor

Name: Tia Dwyer

Title: Business Operations/Fiscal Services

Title: Chief Program and Operations Officer

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

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

Board Approval Date: July 18, 2016

33-0781751  
Employer/Taxpayer Identification Number (EIN)

## **SCOPE OF WORK**



### **THINK Together School-Age Learning Center 2016/2017**

#### **Background**

Rancho Santiago Community College District (RSCCD) offers adult education classes for local residents. RSCCD has determined that a common deterrent for participation is the difficulty many parents face in finding supervision for their children while they attend classes. On March 15, 2016, RSCCD entered into an agreement with THINK Together, a non-profit youth services agency which specializes in the delivery of academically-oriented expanded learning programs, to operate the THINK Together School-Age Learning Center on the Rancho Santiago Community College campus. RSCCD has asked THINK Together to submit a proposal to continue this program through the 2016-2017 school year.

#### **Proposal**

THINK Together will operate the RSCCD School-Age Learning Center during the 2016 fall and 2017 spring semesters, as well as during the January/February 2017 intersession, for four days per week, three hours per day from 6:00pm to 9:00pm, serving approximately 50 children and youth per day. Fall semester services shall commence on August 22, 2016 and end on December 17, 2016 (62 service days). Spring semester services shall begin on January 9, 2017 and end on May 27, 2017 (74 service days).

The program will consist of age-appropriate educational activities which support learning in a way that is fun and engaging. Youth will participate in games and other hands-on activities that reinforce math and literacy skills, while fostering creativity and collaborative communication. As California's largest non-profit provider of expanded learning programs, THINK Together has developed the infrastructure to deliver high-quality programs with well-trained staff that are supported by experts in the fields of youth development and education.

**PROJECT BUDGET**



**THINK Together**

*Teaching Helping Inspiring and Nurturing Kids*

**THINK Together School-Age Learning Center**

THINK Together shall deliver the program at a cost not to exceed **\$70,662** (SEVENTY THOUSAND, SIX HUNDRED SIXTY TWO DOLLARS). The approximate cost per student, per hour is \$3.46.

<b>DESCRIPTION</b>	<b>AMOUNT</b>
Site Coordinator @\$35/hour x 5 hours/day x 140 days*	\$24,500
2 Program Leaders @ \$25/hour x 3.75 hours/day x 140 days*	\$26,250
Administrative Oversight and Processing @ 15% of personnel expense	\$7,612
Training and Curriculum	\$1,800
Consumable Supplies @ \$300/week x 35 weeks	\$10,500
<b>TOTAL</b>	<b>\$70,662</b>

*\* includes four days of orientation, training and on-going professional development*

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To:	Board of Trustees	Date: July 18, 2016
Re:	Approval of Sub-Agreement between RSCCD and Applied Learning Science	
Action:	Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

The Chancellor's Office has selected Applied Learning Science as an implementation partner to develop assessment tools and provide assessment and consultation services.

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

**RECOMMENDATION**

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

Fiscal Impact: \$72,350.00 (grant-funded)	Board Date: July 18, 2016
Prepared by: Sarah Santoyo, Director of Grants	
Submitted by: Enrique Perez, J.D., Interim Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

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

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 18th day of July, 2016, between Rancho Santiago Community College District (hereinafter “RSCCD”) and APPLIED LEARNING SCIENCE (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

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

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

**ARTICLE I**

1. Statement of Work

SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. Period of Performance

The period of performance for this Agreement shall be from July 20, 2016 through December 31, 2016.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$72,350.00 USD.

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Budget presented in the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected, and the outcomes of the Agreement will not be materially affected.

5. Invoices

SUBCONTRACTOR will submit invoices upon completion of each phase of the project. Invoices should include the Agreement number (refer to footer) and be submitted no more frequently than monthly, and, preferably, at least on a quarterly basis. Invoices should be submitted to the following address:

Rancho Santiago Community College District  
ATTN: Sarah Santoyo, Director of Grants  
2323 North Broadway, Suite 350  
Santa Ana, CA 92706  
[Santoyo.Sarah@rsccd.edu](mailto:Santoyo.Sarah@rsccd.edu)

6. Payment

RSCCD shall remit payment to the SUBCONTRACTOR for the cost of the work performed through an invoicing process (see I.5 “Invoices”), up to but not exceeding the amount listed above under Article I.3. “Total Costs”.

7. Reporting

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

8. Expenditure of Grant Funds

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

9. Modifications

Substantial changes to the program components and service levels detailed in the Scope of Work must be submitted for prior approval to the PRIME SPONSOR and/or RSCCD.

10. Time Extensions

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

11. Independent Contractor

SUBCONTRACTOR agrees that the service provided hereunder are rendered in its capacity

as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

12. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement. SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. By entering into this Agreement SUBCONTRACTOR agrees that it is the direct provider of intended services.

13. Record Keeping

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

14. Audit

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

15. Mutual Indemnification

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

16. 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.

17. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

18. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

**RSCCD: Primary Contact:**  
Rancho Santiago Community College District  
Sarah Santoyo, Director of Grants  
2323 N. Broadway, Suite 350  
Santa Ana, CA 92706  
(714) 480-7466; [santoyo\\_sarah@rsccd.edu](mailto:santoyo_sarah@rsccd.edu)

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

**SUBCONTRACTOR:**

**Primary Contact:**

Anna Campbell, Principal

2249 Queensberry Road

Pasadena, CA 91104

(304) 813-4183

[anna.campbell@appliedlearningscience.com](mailto:anna.campbell@appliedlearningscience.com)

19. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

20. Amendments

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

**ARTICLE II**

1. Legal Terms and Conditions

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

2. Assurances

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

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

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

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SUBCONTRACTOR: APPLIED  
LEARNING SCIENCE

By: \_\_\_\_\_  
Name: Peter J. Hardash  
\_\_\_\_\_  
Vice Chancellor  
Title: Business Operations/Fiscal Services  
\_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Anna Campbell  
\_\_\_\_\_  
Title: Principal  
\_\_\_\_\_  
Date: \_\_\_\_\_

Board Approval Date: July 18, 2016

47-4314542  
\_\_\_\_\_  
Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Work Plan/Scope of Work

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

## EXHIBIT A

### **360-degree Feedback Assessment: Scope of Work**

May 29, 2016

Presented by Anna Campbell

Principal, Applied Learning Science

**Prepared for:** Javier Romero, Dean, Workforce Policy and Practice Alignment

Workforce and Economic Development Division

California Community Colleges Chancellor's Office

**Providers:** Applied Learning Science

## EXHIBIT A

### I. Introduction

Applied Learning Science respectfully submits this statement of work. The objective of this consulting engagement is to develop and deliver a 360-degree feedback assessment for the DWM Key Talent roles.

### II. Scope of Work and Fees

Service	Description of Services	Details
<b>Assessment Development</b>	<ul style="list-style-type: none"> <li>• Design and develop 360 Assessment tools for the following positions:                             <ul style="list-style-type: none"> <li>○ Regional Consortia Chairs</li> <li>○ Sector Navigators</li> <li>○ Deputy Sector Navigators</li> <li>○ Technical Assistance Providers (TAPs)</li> </ul> </li> </ul>	<b>Fees: \$16,000</b>
<b>Process Design / Communication Strategy</b>	<ul style="list-style-type: none"> <li>• Partner with stakeholders to develop the project plan and communication approach</li> </ul>	<b>Fees: \$5,000</b>
<b>Assessment Deployment (TAPs only)</b>	<ul style="list-style-type: none"> <li>• Administer assessments</li> </ul>	<b>Fees: \$10,000</b>
<b>Analysis/Report Development (TAPs only)</b>	<ul style="list-style-type: none"> <li>• Analysis data and develop individualized reports</li> </ul>	<b>Fees: \$12,500</b>
<b>Conduct Feedback Sessions (TAPs only)</b>	<ul style="list-style-type: none"> <li>• Conduct 1/hr feedback session (either in person or on the phone) with each assess to review the results</li> </ul>	<b>Fees: \$6,250</b>
<b>Findings Report</b>	<ul style="list-style-type: none"> <li>• Develop a technical report for the Chancellor's office that documents themes/trends</li> </ul>	<b>Fees: \$1,000</b>
<b>Coaching</b>	<ul style="list-style-type: none"> <li>• Create personalized development plans with each participant</li> <li>• Conduct 2 coaching sessions with each participant</li> </ul>	<b>Fees: \$15,000</b>
<b>Travel and expenses (in addition to above expenses)</b>	<ul style="list-style-type: none"> <li>• All vendor and meeting costs including mileage, hotels, and airfare</li> </ul>	<b>Flat fee: \$6,575</b>

*NOTE: Applied Learning Science to invoice after completion of each project phase for a total amount not to exceed \$72,350. The project will be invoiced in full on or before December 31, 2016.*

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To:	Board of Trustees	Date: July 18, 2016
Re:	Approval of Sub-Agreements between RSCCD and Allan Hancock Joint, Barstow, Butte-Glenn, Cabrillo, Cerritos, Chabot-Los Positas, Chaffey, Citrus, Coast, Contra Costa, Desert, El Camino, Feather River, Foothill-DeAnza, Gavilan, Glendale, Grossmont-Cuyamaca, Hartnell, Imperial, Kern, Lake Tahoe, Lassen, Los Angeles, Los Rios, Merced, MiraCosta, Mt. San Antonio, Napa Valley, North Orange County, Ohlone, Palomar, Peralta, Redwoods, Riverside, San Bernardino, San Diego, San Francisco, San Joaquin Delta, San Jose-Evergreen, San Luis Obispo, San Mateo, Santa Barbara, Santa Clarita, Santa Monica, Sequoias, Shasta-Tehama-Trinity Joint, Sierra Joint, Siskiyou, South Orange County, State Center, Ventura, West Hills, West Kern, West Valley-Mission, Yosemite and Yuba Community College Districts	
Action:	Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

As part of the CTE Data Unlocked Initiative the Chancellor's Office established \$50,000 grants available to the community colleges to implement projects to increase their capacity to improve data management and use on their campuses. The colleges below have submitted project applications and have been approved to receive an award.

Agreement No	Organization	Legal Name	Amount
DO-17-2220-10	Allan Hancock College	Allan Hancock Joint Community College District	\$50,000
DO-17-2220-11	Bakersfield College	Kern Community College District	\$50,000
DO-17-2220-12	Barstow College	Barstow Community College District	\$50,000
DO-17-2220-13	Berkeley City College	Peralta Community College District	\$50,000
DO-17-2220-14	Butte College	Butte-Glenn Community College District	\$50,000
DO-17-2220-15	Cabrillo College	Cabrillo Community College District	\$50,000
DO-17-2220-16	Cerritos College	Cerritos Community College District	\$50,000

DO-17-2220-17	Cerro Coso Community College	Kern Community College District	\$50,000
DO-17-2220-18	Chabot College	Chabot-Las Positas Community College District	\$50,000
DO-17-2220-19	Chaffey College	Chaffey Community College District	\$50,000
DO-17-2220-20	Citrus College	Citrus Community College District	\$50,000
DO-17-2220-21	City College of San Francisco	San Francisco Community College District	\$50,000
DO-17-2220-22	Clovis Community College	State Center Community College District	\$50,000
DO-17-2220-23	Coastline Community College	Coast Community College District	\$50,000
DO-17-2220-24	College of Alameda	Peralta Community College District	\$50,000
DO-17-2220-25	College of the Canyons	Santa Clarita Community College District	\$50,000
DO-17-2220-26	College of the Desert	Desert Community College District	\$50,000
DO-17-2220-27	College of the Redwoods	Redwoods Community College District	\$50,000
DO-17-2220-28	College of the Sequoias	Sequoias Community College District	\$50,000
DO-17-2220-29	College of the Siskiyous	Siskiyou Joint Community College District	\$50,000
DO-17-2220-30	Consumnes River College	Los Rios Community College District	\$50,000
DO-17-2220-31	Contra Costa College	Contra Costa Community College District	\$50,000
DO-17-2220-32	Crafton Hills College	San Bernardino Community College District	\$50,000
DO-17-2220-33	Cuesta College	San Luis Obispo County Community College District	\$50,000
DO-17-2220-34	Cuyamaca College	Grossmont-Cuyamaca Community College District	\$50,000
DO-17-2220-35	East Los Angeles College	Los Angeles Community College District	\$50,000
DO-17-2220-36	El Camino College	El Camino Community College District	\$50,000
DO-17-2220-37	Evergreen Valley College	San Jose-Evergreen Community College District	\$50,000
DO-17-2220-38	Feather River College	Feather River Community College District	\$50,000
DO-17-2220-39	Folsom Lake College	Los Rios Community College District	\$50,000
DO-17-2220-40	Foothill College	Foothill-DeAnza Community College District	\$50,000
DO-17-2220-41	Fullerton College	North Orange County Community College District	\$50,000
DO-17-2220-42	Gavilan College	Gavilan Community College District	\$50,000
DO-17-2220-43	Glendale Community College	Glendale Community College District	\$50,000
DO-17-2220-44	Golden West College	Coast Community College District	\$50,000
DO-17-2220-45	Grossmont College	Grossmont-Cuyamaca Community College District	\$50,000
DO-17-2220-46	Hartnell College	Hartnell Community College District	\$50,000
DO-17-2220-47	Imperial Valley College	Imperial Community College District	\$50,000
DO-17-2220-48	Irvine Valley College	South Orange County Community College District	\$50,000
DO-17-2220-49	Lake Tahoe Community College	Lake Tahoe Community College District	\$50,000
DO-17-2220-50	Laney College	Peralta Community College District	\$50,000
DO-17-2220-51	Lassen College	Lassen Community College District	\$50,000
DO-17-2220-52	Los Angeles City College	Los Angeles Community College District	\$50,000
DO-17-2220-53	Los Angeles Mission College	Los Angeles Community College District	\$50,000
DO-17-2220-54	Los Angeles Pierce College	Los Angeles Community College District	\$50,000
DO-17-2220-55	Los Angeles Southwest College	Los Angeles Community College District	\$50,000
DO-17-2220-56	Los Positas College	Chabot-Las Positas Community College District	\$50,000
DO-17-2220-57	Merced	Merced Community College District	\$50,000

DO-17-2220-58	MiraCosta College	MiraCosta Community College District	\$50,000
DO-17-2220-59	Mission College	West Valley-Mission Community College District	\$50,000
DO-17-2220-60	Modesto Junior College	Yosemite Community College District	\$50,000
DO-17-2220-61	Mt. San Antonio College	Mt. San Antonio Community College District	\$50,000
DO-17-2220-62	Napa Valley College	Napa Valley Community College District	\$50,000
DO-17-2220-63	Norco College	Riverside Community College District	\$50,000
DO-17-2220-64	Ohlone College	Ohlone Community College District	\$50,000
DO-17-2220-65	Oxnard College	Ventura County Community College District	\$50,000
DO-17-2220-66	Palomar College	Palomar Community College District	\$50,000
DO-17-2220-67	Reedley College	State Center Community College District	\$50,000
DO-17-2220-68	Riverside City College	Riverside Community College District	\$50,000
DO-17-2220-69	Saddleback College	South Orange County Community College District	\$50,000
DO-17-2220-70	San Diego City College	San Diego Community College District	\$50,000
DO-17-2220-71	San Diego Continuing Education	San Diego Community College District	\$50,000
DO-17-2220-72	San Diego Miramar College	San Diego Community College District	\$50,000
DO-17-2220-73	San Joaquin Delta College	San Joaquin Delta Community College District	\$50,000
DO-17-2220-74	Santa Barbara City College	Santa Barbara Community College District	\$50,000
DO-17-2220-75	Santa Monica College	Santa Monica Community College District	\$50,000
DO-17-2220-76	Shasta College	Shasta-Tehama-Trinity Joint Community College District	\$50,000
DO-17-2220-77	Sierra College	Sierra Joint Community College District	\$50,000
DO-17-2220-78	Skyline College	San Mateo County Community College District	\$50,000
DO-17-2220-79	Taft College	West Kern Community College District	\$50,000
DO-17-2220-80	Ventura College	Ventura County Community College District	\$50,000
DO-17-2220-81	West Hills College Coalinga	West Hills Community College District	\$50,000
DO-17-2220-82	Woodland Community College	Yuba Community College District	\$50,000

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

**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: \$3,650,000 (grant-funded)	Board Date: July 18, 2016
Prepared by: Sarah Santoyo, Director of Grants	
Submitted by: Enrique Perez, J.D., Interim Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**GRANT SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
SUBCONTRACTOR/LEGAL ENTITY NAME**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 18<sup>th</sup> day of July, 2016, between Rancho Santiago Community College District (hereinafter “RSCCD”) and LEGAL ENTITY (hereinafter “SUBCONTRACTOR”), on behalf of the NAME OF COLLEGE. RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

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

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

**ARTICLE I**

1. **Statement of Work**

SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from July 19, 2016 through October 31, 2017.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$50,000.00 USD.

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as budget categories are not added or deleted, the total dollar amount is not affected, and the outcomes of the Agreement will not be materially affected.

5. Payment

A one-time payment of the total cost will be issued to SUBCONTRACTOR upon RSCCD's receipt of the fully executed Agreement and an invoice for payment indicating that the required training has been completed. Payment to the SUBCONTRACTOR will not exceed the amount listed above under Article I.3. "Total Costs".

6. Invoices

Two invoices are to be submitted for payment: an invoice to receive an advanced payment of 50% of the total award, and a final invoice to request payment for the balance of funds. Invoices must include the Agreement number (refer to footer). A final report must be submitted with the final invoice. RSCCD may request back-up documentation for expenditures, if required for compliance with grant terms and conditions. Invoices should be submitted to the following address:

Rancho Santiago Community College District  
ATTN: Sarah Santoyo, Director of Grants  
2323 North Broadway, Suite 350  
Santa Ana, CA 92706  
Santoyo\_Sarah@rsccd.edu

7. Reporting

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

8. Expenditure of Grant Funds

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

9. Modifications

Substantial changes to the program components and service levels detailed in the Scope of Work must be submitted for prior approval to the PRIME SPONSOR and/or RSCCD.

10. Time Extensions

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

the timeframe of the Agreement.

11. Independent Contractor

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

12. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by the PRIME SPONSOR. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement. SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval that relate to this Agreement.

13. Record Keeping

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

14. Audit

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

15. Mutual Indemnification

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

16. 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.

17. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

18. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

**RSCCD: Primary Contact:**  
Rancho Santiago Community College District  
Sarah Santoyo, Director of Grants  
2323 N. Broadway, Suite 350  
Santa Ana, CA 92706  
(714) 480-7466; [santoyo\\_sarah@rsccd.edu](mailto:santoyo_sarah@rsccd.edu)

**Fiscal Representative:**

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

**SUBCONTRACTOR:**

**Primary Contact:**

Name, Title  
Address  
City, State Zip  
Phone, Email

Additional organizational contacts are listed in the Contact Sheet (*Exhibit C*).

19. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

20. Amendments

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

**ARTICLE II**

1. Legal Terms and Conditions

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

2. Assurances

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

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

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

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SUBCONTRACTOR: Name

By: \_\_\_\_\_  
Name: Peter J. Hardash  
\_\_\_\_\_  
Vice Chancellor  
Title: Business Operations/Fiscal Services  
\_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
\_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Board Approval Date: July 18, 2016

XX-XXXXXXX  
Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: Contact Sheet

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

## CTE Data Unlocked Funding & Technical Assistance Application

The Chancellor's Office is providing funding and technical assistance to strengthen colleges' abilities to find, understand, and use CTE data. While this is a noncompetitive application, resources must be utilized to integrate data into college processes and support evidence based decision making for CTE programs.

There are three sections of the application: Current Data Usage, Technical Assistance, and Funding. This document summarizes the questions that colleges will be asked to respond to as part of the application.

### Current Data Usage

*The first section will give the Chancellor's Office a better understanding of the types of data your college is currently accessing, to better tailor technical assistance.*

- 1) Where does your college get information on CTE outcomes at other colleges or training providers? (Please check all that apply)
  - Conversations with colleagues
  - Advisory committees
  - Surveys
  - Statewide or national data systems (e.g., Datamart, LaunchBoard, IPEDS)
  - Data files shared by other colleges or training partners
  - Purchased through a service or vendor (e.g., National Student Clearinghouse)
  - No access to this information currently
  - I'm not sure
  
- 2) Where does your college get information on employment and earnings? (Please check all that apply)
  - Conversations with students
  - Advisory committees
  - Surveys (e.g., CTE Outcomes Survey, post-graduation surveys, employer surveys)
  - Statewide or national data systems (e.g., Salary Surfer, Wage Tracker, LaunchBoard, Perkins report)
  - Purchased through a service or vendor (e.g., custom file from EDD)
  - No access to this information currently
  - I'm not sure
  
- 3) Where does your college get information on labor market information like projected job openings and desired skills? (Please check all that apply)
  - Conversations with students and employers
  - Advisory committees
  - Surveys (e.g., employer surveys)
  - Statewide or national data systems (e.g., LMID, Bureau of Labor Statistics, O\*NET)

## EXHIBIT A

- Purchased through a service or vendor (e.g., EMSI, Burning Glass, Help Wanted Online)
- No access to this information currently
- I'm not sure

### Technical Assistance

*The Technical Assistance section will clarify the content, timing, and responsible party for support.*

1) You will be asked to pick activities within **one** of the following categories:

#### *Help with data clean up*

- Technical support to examine TOP code and SAM code assignments
- Technical support on reporting locally-issued certificates
- Technical support on other missing data elements, such as flags for specific student characteristics (e.g., Perkins flags)
- Other (please specify)

#### *Training on CTE data tools*

- Overview training, where participants learn about CTE data tools and engage in hands-on exercises related to program review, accreditation, and planning
- Deep dive training into a scenario such as program review, planning, or accreditation, where participants do hands-on work to find data in statewide tools and apply it to local processes
- Training with a specific department or program, where participants examine outcomes in various statewide data tools
- Other (please specify)

#### *Assistance with integrating data into college processes*

- Pull and format data from statewide data tools to support program review, biannual CTE program evaluation, and accreditation
- Pull and format data from statewide data tools to support local and regional planning
- Develop a CTE profile for the college that documents the following information: participation levels, student characteristics, milestone attainment, success outcomes, and employment and earnings data, benchmarked against regional and statewide figures
- Other (please specify)

#### *Locally-defined support*

- You will be given up to 500 words to describe the support you would like to receive.

#### *The college would like help in determining how best to use technical assistance*

- You will be asked to provide the name, job title, and contact information for a person who can be contacted by a member of the CTE Data Unlocked team in mid-June to discuss how best to design a technical assistance solution that meets your college's needs.

## EXHIBIT A

### *No technical assistance requested*

- Colleges can elect not to receive technical assistance.
- 2) Colleges can pool technical assistance resources with other colleges to create larger, joint projects, so you will be given a place to indicate if you'd like to do a joint project.
  - 3) You will also be asked to list the name, job title, and contact information for the person who will be responsible for working with the technical assistance provider.
  - 4) You will be asked for the timeframe in which you would like to receive assistance.

## Funding

*The Funding section will clarify the content, timing, and responsible party for support.*

- 1) You will be asked to pick activities within **one** of the following categories:

### *Help with data clean up*

- Technical support to examine TOP code and SAM code assignments
- Technical support on reporting locally-issued certificates
- Technical support on other missing data elements, such as flags for specific student characteristics (e.g., Perkins flags)
- Other (please specify)

### *Assistance with integrating data into college processes*

- Pay someone to revise policies, processes, procedures, and associated documents to incorporate CTE data into college processes
- Pay someone to provide additional training and facilitation on data integration
- Pay someone to pull and format data from statewide data tools to support program review, biannual CTE program evaluation, and accreditation
- Pay someone to pull and format data from CTE data tools to support program or sector planning
- Pay someone to pull and format data from statewide data tools to support college planning
- Pay someone to pull and format data from statewide data tools to support regional planning
- Other (please specify)

### *Creating communications materials based on data*

- Pay someone to develop outreach materials based on data found in CTE data tools
- Pay someone to develop educational planning materials based on data found in CTE data tools
- Pay someone to create written profiles of programs with strong skills-builder outcomes
- Other (please specify)

## EXHIBIT A

### *Support adoption of new data tools such as the LaunchBoard, CATEMA, and the CTE Outcomes Survey*

- Support integration of the CATEMA system, such as faculty stipends to support the development of processes with K-12 partners and A&R offices to gather and process information on articulated courses and credit by exam
- Improve response rates for the CTE Outcomes Survey, such as purchasing services that can provide updated contact information for former students or providing faculty stipends to develop communications plans to clarify the importance of the survey to students
- Conduct training on the LaunchBoard
- Conduct training on the Student Success Scorecard
- Conduct training on Data Mart
- Conduct training on Salary Surfer and Wage Tracker
- Other (please specify)

### *Locally-defined support*

- You will be given up to 500 words to describe how you intend to use the \$50,000.

### *The college would like help in determining how best to use the funding*

- You will be asked to provide the name, job title, and contact information for a person who can be contacted by a member of the CTE Data Unlocked team in mid-June to discuss how to use the funds to meet your needs.
- 2) Colleges can pool funding with other colleges to create larger, joint projects, so you will be given a place to indicate if you'd like to do a joint project.
  - 3) You will also be asked to list the name, job title, and contact information for the person who will be responsible for implementing the work associated with the funding.
  - 4) You will be asked if you would like help identifying a consultant for the project you've identified.

PROJECT: CTE DATA UNLOCKED

CONTACT PAGE	
<b>Sub-award Site:</b>	
College	_____
Address	_____
City	_____ State <u>CA</u> ZIP _____
<b>Responsible Administrator</b>	
Name	_____ Phone _____
Title	_____
E-mail Address	_____
<b>Project Director</b>	
Name	_____ Phone _____
Title	_____
E-mail Address	_____
<b>District Chief Business Officer (or authorized designee)</b>	
Name	_____ Phone _____
Title	_____
E-mail Address	_____

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To: Board of Trustees	Date: July 18, 2016
Re: Approval of Sub-Agreement between RSCCD and Integrative Impact LLC for the Sector Navigator ICT/Digital Media Grant	
Action: Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District was awarded a fiscal year 2016/17 renewal (year 4) Sector Navigator – Information Communications Technology/Digital Media grant, Grant #16-151-006, by the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division. The grant requires RSCCD to implement a statewide project that will strengthen and develop the California Community Colleges’ information communications technology and digital media programs. This project will provide up-to-date and expert information on industry trends and workforce needs, serving to improve the connections between employers and colleges, and provide professional development and faculty lead projects to increase program capacity and alignment with industry workforce needs.

**ANALYSIS**

For the Sector Navigator project Integrative Impact LLC will develop and arrange for printing of promotional materials; perform outreach to colleges, industry and internal teams; perform website administrative functions and updates; coordinate shipping of marketing materials to colleges; participate on project committees and task teams (e.g., Digital Badges, DSN Team, NETLAB+ User Group); and manage Xvoucher and Degreed faculty and student community groups. The performance period of the service contract is July 18, 2016 – June 30, 2017. The total cost will not exceed \$40,000.

The Project Administrator is Enrique Perez.

**RECOMMENDATION**

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

Fiscal Impact: \$40,000 (grant-funded)	Board Date: July 18, 2016
Prepared by: Sarah Santoyo, Director of Grants	
Submitted by: Enrique Perez, J.D., Interim Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

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

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 18<sup>th</sup> day of July, 2016, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Integrative Impact LLC (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was awarded a “Sector Navigator – Information Communications Technology/Digital Media Sector” grant #16-151-006, (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division, to improve the alignment of community college programs with employers and industry workforce needs in the sector; and

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

**ARTICLE I**

1. Statement of Work

SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. Period of Performance

The period of performance for this Agreement shall be from July 18, 2016 through June 30, 2017.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$40,000 USD.

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Budget presented in the Scope of Work (*Exhibit A*) submitted by the

SUBCONTRACTOR and approved by RSCCD, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected, and the outcomes of the Agreement will not be materially affected.

5. Payment

Total payments under this Agreement will not exceed the amount listed above under Article I.3. "Total Costs".

6. Invoices

SUBCONTRACTOR will submit invoices to receive payment for work performed for this Agreement. RSCCD may require back-up documentation, if required for compliance with grant terms and conditions. Invoices should include the Agreement number (refer to footer) and be submitted no more frequently than monthly, and, preferably, at least on a quarterly basis. Invoices should be submitted to the following address:

Rancho Santiago Community College District  
ATTN: Sarah Santoyo, Director of Grants  
2323 North Broadway, Suite 350  
Santa Ana, CA 92706

7. Expenditure of Grant Funds

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

8. Time Extensions

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

9. Independent Contractor

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

10. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement.

SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state SUBCONTRACTOR guidelines. 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.

11. 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.

12. Audit

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

13. 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.

14. 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.

15. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable

efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

16. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

**RSCCD:** Rancho Santiago Community College District  
Enrique Perez, Program Administrator ICT Sector Navigator  
2323 N. Broadway, Suite 350  
Santa Ana, CA 92706  
(714) 480-7460; [Perez.Enrique@rsccd.edu](mailto:Perez.Enrique@rsccd.edu)  
(805) 231-8444; [Steve@wrightca.com](mailto:Steve@wrightca.com)

**SUBCONTRACTOR:** Integrative Impact LLC  
Nicole Sherman  
10061 Merrimac Drive  
Huntington Beach, CA 92646  
Phone: (714) 334-0042  
Email: [Sherman.nicole@hotmail.com](mailto:Sherman.nicole@hotmail.com)

17. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

18. Amendments

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

**ARTICLE II**

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 07/16 and Article II, Rev. 04/16), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 4/16) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

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

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

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SUBCONTRACTOR: Integrative Impact  
LLC

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

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

Name: Peter J. Hardash  
Vice Chancellor

Name: Nicole Sherman

Title: Business Operations/Fiscal Services

Title: Manager

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

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

81-1279311

Employer/Taxpayer Identification Number (EIN)

Board Approval Date: July 18, 2016

# Integrative Impact LLC

10061 Merrimac Drive, Huntington Beach, CA 92646 | (714) 334-0042 | sherman.nicole@hotmail.com

May 2, 2016

Steve Wright, Sector Navigator  
Rancho Santiago Community College District  
2323 N. Broadway  
Santa Ana, CA 92706-1640

Dear Steve,

Per our discussion about your needs for the upcoming fiscal year, I have included a proposal for my services as an independent contractor for 2016-2017 as follows:

Length of Contract:	July 18, 2016 – June 30, 2017
Services to be Performed:	<p><u>Branded Pathways</u>: Develop and arrange for printing of promotional materials, perform outreach to colleges, industry and internal team, perform website administrative functions and updates, coordinate shipping of marketing materials to colleges</p> <p><u>Committee Support</u>: Participate on committees and task teams (Digital Badge, DSN Team, NETLAB+ User Group); maintain listing of action items for response and follow through by each group; create reports and perform event management tasks as necessary</p> <p><u>Community Management</u>: Manage Xvoucher and Degreed faculty and student community groups including engagement email campaigns and account assistance; provide email campaign support for WASTC sponsored events</p>
Compensation:	\$40,000 to be billed in monthly installments

I look forward to working with you this coming year.

Sincerely,



Nicole Sherman  
Owner, Integrative Impact LLC

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To: Board of Trustees	Date: July 18, 2016
Re: Approval of Sub-Agreement between RSCCD and Listen to See, Inc. for the Sector Navigator ICT/Digital Media Grant	
Action: Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District was awarded a fiscal year 2016/17 renewal (year 4) Sector Navigator – Information Communications Technology/Digital Media grant, Grant #16-151-006, by the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division. The grant requires RSCCD to implement a statewide project that will strengthen and develop the California Community Colleges’ information communications technology and digital media programs. This project will provide up-to-date and expert information on industry trends and workforce needs, serving to improve the connections between employers and colleges, and provide professional development and faculty lead projects to increase program capacity and alignment with industry workforce needs.

**ANALYSIS**

For the Sector Navigator project Listen to See, Inc. will configure and customize the website and associated content. The work will include ICT-DM web hosting and content services, video editing post production, professional conference support, and an online digital résumé component. The performance period of the service contract is July 18, 2016 – June 30, 2017. The total cost will not exceed \$51,900.

The Project Administrator is Enrique Perez.

**RECOMMENDATION**

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

Fiscal Impact: \$51,900 (grant-funded)	Board Date: July 18, 2016
Prepared by: Sarah Santoyo, Director of Grants	
Submitted by: Enrique Perez, J.D., Interim Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**GRANT SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
LISTEN TO SEE, INC.**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 18<sup>th</sup> day of July, 2016, between Rancho Santiago Community College District (hereinafter “RSCCD”) and ListenToSee, Inc. (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was awarded a “Sector Navigator – Information Communications Technology/Digital Media Sector” grant #16-151-006, (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division, to improve the alignment of community college programs with employers and industry workforce needs in the sector; and

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

**ARTICLE I**

1. Statement of Work

SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. Period of Performance

The period of performance for this Agreement shall be from July 18, 2016 through June 30, 2017.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$51,900 USD.

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Budget presented in the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by RSCCD, which by reference is incorporated into this

Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected, and the outcomes of the Agreement will not be materially affected.

5. Payment

Total payments under this Agreement will not exceed the amount listed above under Article I.3. "Total Costs".

6. Invoices

SUBCONTRACTOR will submit invoices to receive payment for work performed for this Agreement. RSCCD may require back-up documentation, if required for compliance with grant terms and conditions. Invoices should include the Agreement number (refer to footer) and be submitted no more frequently than monthly, and, preferably, at least on a quarterly basis. Invoices should be submitted to the following address:

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ATTN: Sarah Santoyo, Director of Grants  
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7. Expenditure of Grant Funds

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

8. Time Extensions

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

9. Independent Contractor

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

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Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement.

SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state SUBCONTRACTOR guidelines. 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-

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13. 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.

14. 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.

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In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

16. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

**RSCCD:** Rancho Santiago Community College District  
Enrique Perez, Program Administrator ICT Sector Navigator  
2323 N. Broadway, Suite 350  
Santa Ana, CA 92706  
(714) 480-7460; Perez\_Enrique@rsccd.edu  
(805) 231-8444; Steve@wrightca.

**SUBCONTRACTOR:** ListenToSee, Inc.  
Jay Scott Young  
2060-D Avenida De Los Arboles, Suite 113  
Thousand Oaks, CA 91362  
Phone: (310) 613-4534  
Email: Scott@listentosee.com

17. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

18. Amendments

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

**ARTICLE II**

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 07/16 and Article II, Rev. 04/16), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 4/16) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

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

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

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SUBCONTRACTOR: ListenToSee, Inc.

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

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

Name: Peter J. Hardash  
Vice Chancellor

Name: Jay Scott Young

Title: Business Operations/Fiscal Services

Title: Manager

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

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

26-3456211

Employer/Taxpayer Identification Number (EIN)

Board Approval Date: July 18, 2016

ListenToSee, Inc.  
2060-D Avenida de Los Arboles  
Suite 113  
Thousand Oaks, CA 91362

Scott Young  
(310) 613-4534  
scott@listentosee.com  
www.ListenToSee.com



# **P R O P O S A L**

## **ICT-DM SECTOR NAVIGATOR SUPPORT**

Providing support services for ICT-DM Sector Navigator initiatives and activities.

Prepared for:

**Enrique Perez**

Rancho Santiago Community College District  
**2323 North Broadway**  
**Suite 350**  
**Santa Ana, CA 92706-1640**

**Proposal Issued:**

April 25, 2016

Statement of Confidentiality

**This proposal and supporting materials contain confidential and proprietary business information of Oomph. These materials may be printed or photocopied for use in evaluating the proposed project, but are not to be shared with other parties.**



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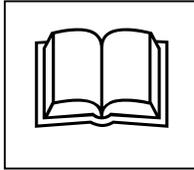
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## Executive Summary



In an effort to ensure that the direction of the ICT-Digital Media Sector Navigator are communicated to the ICT-Digital Media team, we have been selected to provide supporting services that will enable clear, concise, and timely collaboration across the team and their constituency. This will be accomplished by using online tools to host team data, and provide an easy and enjoyable environment for gathering and sharing data and best practices from the California Community College system. This will help focus the Sector Navigator and Deputy Sector Navigator's objectives to fill state, local and student needs for ICT-Digital Media education.

Communication and collaboration are foundational components of implementing a system-wide adoption of ICT-DM curriculum and best practices to prepare students for transitioning into jobs or four year degree programs. ListenToSee, Inc. will provide tools and support to give the ICT-DM initiative a platform to help the Sector Navigator (NS) and Deputy Sector Navigators (DSN) keep focused on the crucial momentum points (MP) and leading indicators (LI) at the core of this initiative.

Most of the effort this year will focus on outward facing activities designed to market the strengths of the CCC system and help fill any capacity gaps discovered. This phase will be targeted at students, community college faculty and administrators, businesses and employers, Secondary/ROP ICT-DM educators and workforce partners.

This proposal will detail the supporting infrastructure and services that ListenToSee, Inc. will provide to support the ICT-DM initiative. We will work with the Sector Navigator to create tools and media to help the team accomplish their objectives of

1. Curriculum alignment to labor market needs
2. Student related momentum points, and
3. Quality of service to all customers.



---

## Project Benefits

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By utilizing the portal and tools outlined in this proposal the ICT-DM initiative will see the following benefits:

- Enhanced communication and collaboration between the Sector Navigator and the Deputy Sector Navigators.
- Collection and consolidation of region by region “best of the best” nodes in the CCC network.
- Public facing tools to help students and faculty navigate curriculum offerings at the CCC to best prepare for entering the job market.
- Specialized search and reporting for ICT-DM focusing on the momentum points and leading indicators identified by the initiative.
- Keeping the Sector Navigator and Deputy Sector Navigators focused on doing what matters and what is most effective to address momentum points and leading indicators.

---

## Project Objective

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The primary objective of this project is to provide an infrastructure that is effective, easy to use, and flexible enough for the ICT-DM team to bring best practices throughout the CCC system and successfully and efficiently address the objectives of the initiative.

---

## Site Target Audience

---

**Internal** - ICT-DM Sector Navigator and Deputy Sector Navigators.

**Public** - Target audience includes the above as well as students, community college faculty and administration, industry and employers, Secondary/ROP ICT-DM educators and workforce partners.



# Project Definition

This section will delineate all the relevant information pertaining to this project.

## Project Management

All successful projects have defined personnel in responsible roles. This project will have the following individuals as project managers:

**ICT-Digital Media's Project Manager:**

Steven Wright – ICT-DM Sector Navigator

**ListenToSee, Inc.'s Project Manager:**

Scott Young - President

## Project Profile

This section will give a detailed description of the components being implemented, the configuration, customizations, and graphic requirements in the project.

### *Branded Pathways Platform*

With the successful roll-out of the Business Information Worker II pathway and the IT Technician Pathway using the LTS platform functionality and features were greatly expanded. We are moving into the growth period where we will deploy and support additional Curriculum Pathways, provide extended services for students, counselors and faculty and expanded hosting resources to support increased traffic and data demands.

Key features of the LTS Pathway Platform Include:

- Regional and College level pathway listings
- Course availability at each college locataion
- Peer engagement and professional networking section for student support.
- Certification section to connect students with industry certification testing.
- Get Hired section with proximity mapping of placement agencies and employers that hire pathway completers.



- Extensive searching and reporting capabilities.
- Scalable infrastructure for future and rapid growth when needed.

## ***EDGE Platform***

---

LTS EDGE platform is a portal application designed to provide extensive catalog and matching services. This will be deployed in both the San Francisco Bay area and Los Angeles area to support Software Development education needs and Entertainment education needs respectively. This platform provides extended services for students, counselors and faculty and expanded hosting resources to support increased traffic and data demands.

Key features of this web based application will be:

- Student Persona
- Curriculum availability at each CCC location
- Faculty promotion.
- Super regional view of all available courses for selected personas.
- Self-service for colleges to submit their faculty and courses for defined Branded Pathways.
- Proximity searching for available courses.
- Proximity searching for participating placement agencies and employers.
- Extensive searching and reporting capabilities.
- Scalable infrastructure for future and rapid growth if needed.



---

## *Conference Support*

---

The ICT-Digital Media sector sponsors professional development and public facing conferences throughout the year to promote its initiatives and educate faculty and the public on the need for digital literacy and the Community College System's unique ability to deliver those skills.

ListenToSee will provide conference support services for each conference to include:

- Web Site
- Promotional material design
- Registration (payment processing if needed)
- Email communication services
- Pre and post conference survey
- Post conference support to provide presentation materials for on-line access.

---

## *Video Editing Post Production*

---

We will provide video editing post production services to support the internal and external marketing, training and communication needs for the ICT-DM Sector conferences. This will include:

- Standard post production editing services,
- Animated info graphics, and special effects
- Graphic design
- Audio engineering



## ***Print and Digital Communication Support***

---

We will provide graphic design and copy writing services to support communication efforts of the ICT-DM Sector. This will include but not be restricted to:

- Curriculum Pathways promotions,
- Consultation with Sector Navigator and DSNs regarding targeted messaging.
- Attendance of planning meetings as needed.

## ***CCC NetLabs+ User Group Support***

---

We will provide hosting support for the CCCNetLabs User group information portal to include:

- Fully managed hosting services as outlined below
- Editing and posting of material received from members of the user group and the group chair.
- Newsletter preparation and sending
- General content support activity such as survey preparation, ad-hock content as needed to support user group activities.

## ***ICT-DM Hosting and Content Services***

---

ListenToSee, Inc. offers fully managed hosting services for our customer's web applications. Features of a fully managed hosting package include:

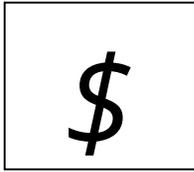
- Unlimited server resources
- 24/7 Service monitoring. In many instances we identify and correct problems before you are aware of them.
- Continual server and web application software updates. We insure that all your base applications and plug-ins are up to date and functional.
- Regular web site and data backups and archiving.
- Optional access to CDN (Content Distribution Network) deployment. CDN deployment distributes your web site across a worldwide



network of data centers/servers to provide redundant and rapid access from anywhere in the world. CDN deployment also provides an additional layer of security to help prevent hacker intrusion.

Content support services include:

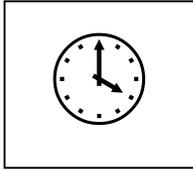
- Editing and posting of material received from Sector Navigator and Deputy Sector Navigators.
- Newsletter preparation and sending
- General content support activity such as survey preparation, ad-hock content as needed to support ICT-DM sector activities.



## Rancho Santiago Community College District's Investment

This is a fixed bid project. ListenToSee makes every attempt to be as accurate and professional as possible in the bidding process. Should the scope or requirements of this project change, whether by customer request or by items uncovered by ListenToSee, ListenToSee will issue a request for a change order, which must be approved by customer before proceeding.

Task	Amount
Platform customization, hosting maintenance, support and other services.	<b>\$12,900.00</b>
Branded Pathways Portal (Support and expansion)	<b>\$23,000.00</b>
Professional Development Conference support services, video production and communication support services	<b>\$16,000.00</b>
<b>Total Cost</b>	<b>\$51,900.00</b>



## Preliminary Project Schedule

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This section proposes a project schedule. This schedule is preliminary and will most likely be adjusted for actual dates before or after the project is approved.

### *Sign Contract*

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Customer will provide a purchase order or contract by July 1, 2016.

### *Commence work on project*

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Work on the project will commence on <sup>18,</sup> ~~July 1,~~ **2016**

### *Project Duration*

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Activities outlined in this document will be provided during the fiscal year  
<sup>18,</sup> ~~July 1,~~ **2016 – June 30, 2017**

NOTE: Delays in getting content or approvals will cause these proposed dates to be extended by the length of the delay.



## Appendix A – ListenToSee, Inc.

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As a full-service business consulting firm, ListenToSee is dedicated to helping clients “fast-forward” to achieving their goals and building effective organizations. To accomplish this, ListenToSee works closely with its clients to identify their core strengths and market opportunities, and creates strategies that maximize these strengths and opportunities so companies can expand their presence both locally and abroad, increase profits, and remain competitive. Additionally, as the business environment becomes more virtual, ListenToSee helps organizations implement the appropriate technology so they are able to conduct business and support customers in multiple time zones and on a worldwide scale.

### Strategic Planning and Coaching

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Just as athletic coaches provide guidance and counsel to their players, as a business coach ListenToSee provides guidance and counsel to its clients, offering suggestions as to the best technologies, tools, and resources that will most effectively help them achieve their objectives.

ListenToSee has the technological expertise and experience to help your business succeed in any economic climate. From website development, community-based portals, web or server-based applications, and graphic design, to comprehensive online corporate or general public learning systems and comprehensive marketing strategies, ListenToSee has the ability to develop large multi-platform or cloud-based applications for organizations of any scope and size.

We believe that "if you are not measuring your efforts you will never know if they are effective." We work with our clients to develop measurement metrics and implement tools that gauge the effectiveness of any strategic plan. Only by tracking and measuring these results will you be able to determine if one of more of these programs is positively affecting your business' bottom line.

### System Integration and Application Development

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ListenToSee employs a teams of programmers who have experience developing applications for web, cloud based and mobile platforms. We also integrate ecommerce solutions with back office business applications, which helps clients conduct business more efficiently and reduces the cost of providing service to their customers.

While good programmers are the creative builders behind successful software programs, business analysts are the architects behind the solution. Our team of business analysts has worked with Fortune™ 500 companies and sole proprietorships. We start by analyzing a company's needs and then design solutions to fit their specific need and budget. Many times our analysts have found that an off-the-shelf program would fit better than one that is customized, which has saved our customers thousands of dollars and countless hours of designing, creating, and maintaining their own custom software solutions.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To: Board of Trustees	Date: July 18, 2016
Re: Adoption of Resolution No. 16-18 – CalRecycle	
Action: Request for Approval	

**BACKGROUND**

RSCCD's Purchasing Department is applying for the Beverage Container Recycling Grant Program funded by CalRecycle, Department of Resources, Recycling and Recovery to implement a project across the District's various campuses and sites to improve recycling through source separation of beverage containers. The grant will be utilized to purchase new interior and exterior recycling bins, collection vehicles, recycling consultant to assist in the design and implementation of the program, monitoring the grant and to develop educational and outreach materials.

The project administrator is Peter J. Hardash and the project director is Tracey Conner-Crabbe.

**ANALYSIS**

As part of the application process, CalRecycle requires that the Board of Trustees approve the submission of the application and to approve authorized representatives of the District to sign any related contractual and amendment documents related to this sub-agreement.

**RECOMMENDATION**

It is recommended that the Board of Trustees adopts this resolution with CalRecycle and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into a related contractual agreement on behalf of the District.

Fiscal Impact: None	Board Date: July 18, 2016
Prepared by: Sarah Santoyo, Director of Grants	
Submitted by: Enrique Perez, J.D., Interim Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

## RESOLUTION

This resolution is adopted in order to certify the approval of the Board of Trustees to **submit an application for Beverage Container Recycling Grant Program**, and to **authorize the designated personnel to implement the project and to sign related contractual and amendment documents for the fiscal years 2016-17 and 2017-18.**

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### RESOLUTION NO. 16-18

WHEREAS, Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Rancho Santiago Community College District authorizes the submittal of an application for CalRecycle's Beverage Container Recycling grant; and

BE IT FURTHER RESOLVED that the Director of Purchasing is hereby authorized and empowered to implement the approved grant project in the name of Rancho Santiago Community College District, and authorizes the person(s) listed below to sign the contract agreement and related documents on behalf of the Board of Trustees.

BE IT FURTHER RESOLVED that these authorizations are effective for five (5) years from the date of adoption of this resolution.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Raúl Rodríguez</u>	<u>Chancellor</u>	_____
<u>Peter J. Hardash</u>	<u>Vice Chancellor</u>	_____

PASSED AND ADOPTED THIS 18<sup>th</sup> day of July, 2016, by the Board of Trustees of Rancho Santiago Community College District of Orange County, California.

I, Nelida Mendoza Yanez, Clerk of the Board of Trustees of Rancho Santiago Community College District, of Orange County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

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(Clerk's Signature)

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(Date)



# Application Certification

## Application Information

Applicant: Rancho Santiago Community College District  
 Cycle Name: Beverage Container Recycling Grant Program  
 Cycle Code: RBC28  
 Grant ID: 19284

Application Due Date: 7/7/2016  
 Secondary Due Date: 8/8/2016

Grant Funds Requested: \$ 191,200.00  
 Matching Funds: - (if applicable)

## Contacts

Name	Title	Prime	Second	Auth	Cnslt
Leslie Lukacs	Sustainable Materials Management Special		X		X
Tracey Conner-Crabbe	Director of Purchasing Services	X			
Peter Hardash	VP of Business and Operations			X	

## Budget

Category Name	Amount
Admin Costs	\$ 47,500.00
Education	\$ 7,500.00
Equipment	\$ 133,800.00
Personnel	\$ 2,400.00

## Site Information

Name	Type
Rancho Santiago Community College District	Public College/University
Santiago Canyon College	Public College/University
Santa Ana College	Public College/University
Digital Media Center	Public College/University
Orange Educational Center	Public College/University
Centennial Education Center	Public College/University
Orange County Sheriff's Regional Training Academy	Public College/University

## Documents

Required	Document Title	Received Date
Application Certification		
Budget	Budget in Excel	07/06/2016
Narrative Proposal	District Narrative Proposal	07/05/2016
Work Plan	District Work Plan	07/05/2016

## Required By Secondary Due Date

Resolution/Letter of Commitment
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## Other Supporting Document(s)

Draft Resolution	District Draft Resolution	07/06/2016
EPPP Policy Certification/Notification	District EPPP Letter	07/06/2016
Joint Powers Agreement	District JPA Letter	07/06/2016
Letter of Authorization/Resolution		
Letter of Commitment	District Letter of Commitment	07/06/2016

# Application Certification

Letter of Designation	Draft Letter of Designation	07/06/2016
Letter of Support	Letter of Support from Santiago Canyon College, VP of Administration	06/30/2016
Letter of Support	Letter of Support, Rancho Santiago Community College District, Director of Construction and Support	06/30/2016
Letter of Support	Supervisor of District Support Services	06/30/2016
Letter of Support	Santa Ana College, Facilities Manager of Maintenance and Operations	06/30/2016
Letter of Support	Rancho Santiago Community College District Chancellor	06/30/2016
Letter of Support	Santiago Canyon College, Interim President	06/30/2016
Letter of Support	Santa Ana College Vice President	06/30/2016
Letter of Support	Santa Ana College Mathematics Professor	06/30/2016
Letter of Support	Santa Ana College Vice President Academic Affairs	06/30/2016
Letter of Support	Orange Education Center VP	07/05/2016
Letter of Support	Santa Ana College Associate Professor of Biology	07/06/2016
Letter of Support	Rancho Santiago Community College District Director, Public Affairs, & Publishing	06/30/2016
Letter of Support	Santa Ana College Success Center Specialist, Academic Success Center	06/30/2016
Letter of Support	Rancho Santiago Community College District Assistant Vice Chancellor	06/30/2016
Letter of Support	Digital Media Center Director	06/30/2016
Letter of Support	Santa Ana College Vice President of Administrative Services	06/30/2016
Letter of Support	Sheriff's Regional Training Academy Assistant Dean	06/30/2016

## Resolution

Check the following, as applicable. Each applicant must upload one of the following documents to their application. See Application Guidelines and instructions for more information.

- Applicant acknowledges that a Draft Resolution is uploaded in the application. The Resolution must be approved by its governing body by the secondary due date, which authorizes submittal of the application and designates a signature authority. If applicable, applicant has uploaded a Letter of Designation (LOD) designating an additional signature authority(ies).

## EPPP

Does your organization have an Environmentally Preferable Purchasing and Practices (EPPP) Policy?

- Yes, our organization has an EPPP Policy. Organization refers to a company, business, or the entire city or county applicant, not an individual office or sub-unit of the larger entity.

## Program Questions

California Labor Code section 1782 prohibits a charter city from receiving state funding or financial assistance for construction projects if that charter city does not comply with Labor Code sections 1770-1782. If any applicants or participating jurisdictions are charter cities or joint powers authorities that include charter cities, the lead applicant must certify that Labor Code section 1782 does not prohibit any included charter city from receiving state funds for the project described in this application. If it is determined after award that a participating jurisdiction is a charter city prohibited from receiving state funds for this grant project, the grant will be terminated and any disbursed grant funds shall be returned to CalRecycle.

If any applicant or participating jurisdiction is a charter city or a joint powers authority that contains one or more charter cities, does Labor Code section 1782 prohibit those charter cities from receiving state funding for the project described in this grant application? Check the following, as applicable.

- Not Applicable – This application does not include any charter cities.

Have you prohibited the siting of a supermarket site?

( Yes) (x No)



# Application Certification

Have you caused a supermarket site to close its business?

( Yes) (x No)

Have you adopted a land use policy that restricts or prohibits the siting of a supermarket site within your jurisdiction?

( Yes) (x No)

## Conditions and Certification

### Condition of Application Submittal: Acceptance of Grant Agreement Provisions

In the event the Applicant is awarded a grant, the submittal of this Application constitutes acceptance of all provisions contained in the Grant Agreement, which consists of the following:

- Executed Grant Agreement Cover Sheet and any approved amendments
- Exhibit A - Terms and Conditions
- Exhibit B - Procedures and Requirements
- Exhibit C - Application with revisions, if any, and any amendments

### Environmental Justice:

In the event Applicant is awarded a grant, submittal of this Application constitutes acceptance of the following; that in the performance of the Grant Agreement, Applicant/Grantee shall conduct their programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State. (see Govt. Code §65040.12(e) and Pub. Resources Code §71110(a))

### Certification:

I declare under penalty of perjury under the laws of the State of California, that funds have been allocated for the project(s)/activities identified in the grant application and that sufficient funds are available to complete the project(s)/activities identified in the grant application, that I have read the Application Guidelines and Instructions and that all information submitted for CalRecycle's consideration for award of grant funds is true and correct to the best of my knowledge, and that on behalf of the Applicant I accept the above conditions of submittal.

X

*Signature of Signature Authority (as authorized in Resolution or Letter of Commitment) Date*  
*or Authorized Designee (as authorized in Letter of Designation, submitted with this Application)*

Peter J. Hardash  
Print Name

Vice Chancellor, Business Operations & Fiscal Services  
Print Title

**IMPORTANT! Applicant must print out this document, have the Signature Authority sign it, upload signed document to the application system, and retain the original hard copy document in your cycle file.**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Office of the Chancellor

To:	Board of Trustees	Date:	July 18, 2016
Re:	First Reading of Board Policy		
Action:	Information		

**BACKGROUND**

The Board Policy Committee met on June 20, 2016 and reviewed new and revised policies. This policy is now presented for a first reading.

**ANALYSIS**

The District subscribes to the Policy and Procedure Service of the Community College League of California (CCLC). This service provides the district with model board policies which comply with state law, Title 5 regulations and address the relevant accreditation standards. CCLC provides the District with semi-annual updates to these policies, which reflect recent changes in law, state regulations and accreditation standards. The Board Policy Committee is recommending the attached policy be updated and revised to conform to the CCLC recommendations and to reflect changes in the organization.

**RECOMMENDATION**

This policy is presented for a first reading as an information item.

Fiscal Impact:	None	Board Date:	July 18, 2016
Prepared by:	Debra Gerard, Executive Assistant to the Chancellor		
Submitted by:	Debra Gerard, Executive Assistant to the Chancellor		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor		

## BP 2432 Chancellor Succession

### References:

Education Code Sections 70902(d) and 72400; Title 5 Section 53021(b)

The Board of Trustees shall appoint a properly qualified person to be Chancellor. The chancellor shall be accountable to the Board for the administration of all district activities not reserved by the Board or by the Education Code.

In the case of a Chancellor vacancy, the board shall establish a search process to fill the vacancy. The process shall be fair and open and comply with relevant regulations.

The Board delegates authority to the Chancellor to appoint an acting Chancellor to serve in his or her absence.

In the absence of the Chancellor and when an acting Chancellor has not been named, administrative responsibility shall reside with (in order):

- ~~Executive Vice Chancellor, Human Resources & Educational Services~~
- Vice Chancellor, Business Operations & Fiscal Services
- Vice Chancellor, Educational Services
- Vice Chancellor, Human Resources
- President, Santa Ana College
- President, Santiago Canyon College

The Board shall appoint an interim Chancellor whenever the position is vacant.

**Revised: October 8, 2012 (Previously BP2110)**

**Revised: \_\_\_\_\_**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Office of the Chancellor

To:	Board of Trustees	Date:	July 18, 2016
Re:	Approval of Extension of Consulting Services – Townsend Public Affairs, Inc.		
Action:	Request for Approval		

**BACKGROUND**

On December 6, 2010 the Board of Trustees approved the contract to engage the consulting services of Townsend Public Affairs, Inc. to assist the district in the areas of government and community relations and various other projects as assigned by staff.

**ANALYSIS**

Townsend Public Affairs, Inc. has assisted the district with the arrangement of meetings with legislators, communication with both Federal and State legislators relating to RSCCD and its interests, and provided an ongoing update of legislation and legislative action. The original approved contract for consulting services expired and the most recent subsequent contract supplement will expire on June 30, 2016. In order to maintain the momentum on various projects, it is requested that the current contract for consulting services be extended from July 1, 2016 through June 30, 2017 as outlined in the Supplement to Contract for Consulting Services (#6).

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the Supplement to Contract for Consulting Services (#6) with Townsend Public Affairs, Inc. as presented.

Fiscal Impact:	\$6,000/mo plus reimbursable expenses	Board Date:	July 18, 2016
Prepared by:	Debra Gerard, Executive Assistant to the Chancellor		
Submitted by:	Raúl Rodríguez, Ph.D., Chancellor		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor		

**SUPPLEMENT TO  
CONTRACT FOR CONSULTING SERVICES (#6)**

THIS SUPPLEMENT TO CONTRACT FOR CONSULTANT SERVICES ("Supplement") is made and entered into this 19<sup>th</sup> day of July, 2016 by and between Rancho Santiago Community College District, a non-profit corporation ("Client") and Townsend Public Affairs, Inc., a California corporation ("Consultant").

**RECITALS**

- A. Client and Consultant have entered into that certain Contract for Consultant Services dated as of October 21, 2010 ("Contract"), July 26, 2011 ("Amendment #1"), July 26, 2012, July 01, 2013, July 22, 2014, and June 16, 2015 ("Amendments").
- B. The parties to this Supplement desire to change the term of the Contract as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto supplement and amend the Contract as hereinafter set forth.

- 1. The term is extended from July 1, 2016 through June 30, 2017.
- 2. Consultant shall indemnify, defend and hold harmless Client and its Board members, officers, and employees, from and against any and all claims, suits, losses, liabilities or damage, including (but not limited to) legal fees and costs of litigation, arising out of or related to Consultant's negligent performance of the Services provided hereunder, or any action involving intentional actions or wrongdoing, and which forms the basis, in whole or in part, of or for any such claim, suit, or other action by a third party against Client, except for any such claim, suit, loss, liability or damage caused by or arising from the negligence of Client. The foregoing indemnification shall apply to Services rendered on or after the effective date of this Supplement.
- 3. Consultant further agrees to name Client, including Client's Board members, officers and employees, as Additional Insureds on an in force Commercial General Liability policy, and Comprehensive Automobile Liability policy, documented by Endorsement, for coverage of not less than \$1,000,000 per occurrence or per claim for bodily injury, personal injury and property damage, and to assure that the Endorsement extends defense, hold harmless and indemnification benefits for all matters referenced in Section 2, above. Said Endorsement shall further provide for notice in writing to Client not less than thirty (30) days prior to the effective date of any cancellation or reduction in coverage or limits of liability. Consultant shall provide Client with copies of all Endorsements satisfying this requirement. In addition, Consultant shall confirm that it carries and

maintains in force during the period covered by this Supplement Workers' Compensation insurance of not less than \$1,000,000 per accident.

4. Consultant shall procure and maintain professional liability insurance (errors and omissions) covering claims arising out of the performance of Services under this Agreement and Supplement. Consultant's coverage shall reflect a minimum of \$1,000,000 per occurrence and at least a minimum of \$1,000,000 annual aggregate.
5. All other terms and conditions of the Contract, except as set forth herein, shall remain in full force and effect.

WHEREFORE, this Supplement is executed by the parties as of the date set forth above.

CLIENT: RANCHO SANTIAGO COMMUNITY COLLEGE  
DISTRICT, a non-profit corporation

By: \_\_\_\_\_  
Raul Rodriguez, PhD Chancellor

CONSULTANT: TOWNSEND PUBLIC AFFAIRS, INC.,  
a California corporation

By: \_\_\_\_\_  
Christopher Townsend, President

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****Chancellor's Office**

To:	Board of Trustees	Date:	July 18, 2016
Re:	Approval of Process and Procedure for Provisional Appointment to Fill Vacancy for Trustee Area 1 Resulting from Resignation of Trustee Jose Solorio or Decision to Forgo Appointment and Wait for the Scheduled November 8, 2016 Election to Select New Trustee for Area 1		
Action:	Action		

**BACKGROUND**

Trustee Jose Solorio has resigned from the Board of Trustees, effective July 6, 2016, creating a vacancy in Trustee Area 1. The resignation was filed with the Orange County Superintendent of Schools on July 7, 2016. Board Policy 2110 and California Education Code (Education Code § 5091(a)(1)) require that the Board of Trustees, within 60 days of the filing of the resignation, either call an election or make a provisional appointment to fill the vacancy.

When a vacancy occurs from six months to 130 days before a regularly scheduled Board election and the position is not scheduled to be filled at such election, a special election to fill the vacancy shall be consolidated with the regular election. (Education Code §5093). A special election is not required in this case because Trustee Solorio's position is scheduled to be filled at the regular Board election on November 8, 2016.

**ANALYSIS**

Trustee Solorio was elected to the Board in November 2012. His four-year term commenced in December 2, 2012, and was scheduled to end on December 2, 2016. A special election is not required in this case because Trustee Solorio's position is scheduled to be filled at the regular Board election on November 8, 2016.

Because a special election is not required and the regular Board election is already scheduled for November 8, 2016, the Board has two options to fill the vacancy: (1) take no action and let the vacancy be filled at the regularly scheduled Board election; or (2) make a provisional appointment by no later than September 5, 2016 – sixty (60) days from the effective date of Trustee Solorio's resignation of July 7, 2016.

**RECOMMENDATION**

It is recommended the Board of Trustees discuss the options to fill the vacancy in Trustee Area 1, and if the Board decides to fill the vacancy by provisional appointment, determine the appointment process and timeline prescribed by law and Board Policy.

Fiscal Impact:	None	Board Date:	July 18, 2016
Prepared by:	Debra Gerard, Executive Assistant to the Chancellor		
Submitted by:	Debra Gerard, Executive Assistant to the Chancellor		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor		

**MEMORANDUM**

TO: Rancho Santiago Community College District Board Members  
FROM: Ruben A. Smith and Mayte Santacruz, AlvaradoSmith APC  
DATE: July 11, 2016  
RE: Board Vacancy for Trustee Area 1

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The Rancho Santiago Community College District Board (“Board”) has a current vacancy in Trustee Area 1 resulting from the resignation of Trustee Jose Solorio. This memorandum analyzes the Board’s options to fill the vacancy.

**I. Summary**

Because a special election is not required and the regular Board election is scheduled for November 8, 2016, the Board has two options to fill the vacancy: (1) take no action and let the vacancy be filled at the regular Board election scheduled for November 8, 2016; or (2) make a provisional appointment by no later than September 5, 2016 – 60 days from the effective date of Trustee Solorio’s resignation. Should the Board decide to fill the vacancy by provisional appointment, the Board must follow a process, comply with certain notice requirements and abide by the timeline provided by the applicable rules and regulations.

**II. Resignation of Trustee Jose Solorio**

Resignations from the Board are governed by Education Code section 5090. (Board Policies (“BP”) §2110). Section 5090 provides that a vacancy resulting from a resignation occurs when the written resignation is filed with county superintendent of schools having jurisdiction over the district, except where a deferred effective date is specified in the resignation filed. (Education Code (“EC”) §5090).

On July 7, 2016, the Rancho Santiago Community College District (“District”) filed a written notice with Al Mijares, Ph.D., Superintendent of School for the County of Orange, regarding Trustee Solorio’s resignation, which resignation became effective immediately.

Trustee Solorio was elected to the Board in November 2012. His four-year term commenced in December 2, 2012, and was scheduled to end on December 2, 2016.

### **III. Board's Options to Fill the Vacancy in Trustee Area 1**

When a vacancy occurs within four months of the end of the Board member's term, the Board shall take no action. (EC §5903). Where a vacancy occurs longer than four months before the end of the Board member's term, the Board shall, within sixty (60) days of the vacancy, either order an election or make a provisional appointment to fill the vacancy. (EC §5091(a)(1)). In this case, the vacancy occurred approximately five months before Trustee Solorio's term. Thus, the Board must order an election or make a provisional appointment within the prescribed 60 days. If the Board fails to do either, the county superintendent of schools must order an election to fill the vacancy. (EC §5091(a), (c)). Given that the next regular Board election is already scheduled for November 8, 2016, ordering an election, whether by the Board or the county superintendent, will have no practical consequences because the special election will be consolidated with the regular election on November 8, 2016.

When a vacancy occurs from six months to 130 days before a regularly scheduled Board election and the position is not scheduled to be filled at such election, a special election to fill the vacancy shall be consolidated with the regular election. (EC §5093). A special election is not required in this case because Trustee Solorio's position is scheduled to be filled at the regular Board election on November 8, 2016.

Because a special election is not required and the regular Board election is already scheduled for November 8, 2016, the Board has two options to fill the vacancy: (1) take no action and let the vacancy be filled at the regularly scheduled Board election; or (2) make a provisional appointment by no later than September 5, 2016 – sixty (60) days from the effective date of Trustee Solorio's resignation of July 7, 2016.

If the Board decides to fill the vacancy by appointment, the following process and schedule must be followed:

#### **a. Process of Provisional Appointment**

The Chancellor shall establish administrative procedures to solicit applications that assure ample publicity to and information for prospective candidates. (Administrative Regulations ("AR") §2110). Publicity of the Notice of Vacancy shall include the following:

- Posting in three (3) public places in the District; and
- Publication at least once in a newspaper of general circulation. (AR §2110).

The Notice of Vacancy shall include direction regarding application or nominations of legally qualified candidates. The Chancellor must send a letter to the persons applying for appointment to the Board containing information about the District and the Board, and include a candidate information sheet to be completed and returned by a specific date.

The Board may request personal interviews with candidates. If interviews are conducted, they shall take place a regularly scheduled Board meeting or at a public hearing scheduled for that purpose. (AR §2110).

The final selection of the candidate must be made by a majority vote of the Board members at a regularly scheduled Board meeting or at a public meeting called for that purpose. (BP §2110 and AR §2110).

When a provisional appointment is made, the Chancellor shall, within ten (10) days of the provisional appointment, do the following:

- Post notices of both the actual vacancy and the provisional appointment in three (3) public places in the District; and
- Publish a notice pursuant to section 6061 of the Government Code, which requires a one-time publication in a newspaper of general circulation. (EC §5092 and AR §2110).

The Notice shall contain the following information:

- Facts explaining the vacancy/resignation and the date of the occurrence of the vacancy, and the effective date of the resignation;
- Full name of the provisional appointee to the Board;
- Date of appointment; and
- A statement notifying the voters that unless a petition calling for a special election, containing sufficient number of signatures as required by California Education Code Section 5091(c), is filed in the office of the County Superintendent of Schools within 30 days of the date of the provisional appointment, it shall become an effective appointment. (AR §2110).

The person appointed to fill the vacancy shall hold office only until the next regularly scheduled election for district governing board members. (BP §2110 and AR §2110).

**b. Timeline for Provisional Appointment**

The Board shall make a provisional appointment within 60 days of the vacancy or filing of resignation. Trustee Solorio's resignation became effective as of July 7, 2016. Accordingly, if the Board were to decide to make a provisional appointment, the appointment must be done by no later than September 5, 2016.

The Board determines the schedule of the appointment process. (BP §2110). If the Board were to decide to make a provisional appointment, below is a proposed timeline, to be modified at the Board's discretion.

Timeline for Provisional Appointment to Fill Vacancy in Trustee Area 1

- **July 18, 2016:** Board takes action to fill vacancy by provisional appointment at its regularly scheduled Board meeting.
- **July 19-August 3, 2016:** Board solicits applications of prospective candidates.
- **July 19-August 3, 2016:** Board publicizes the Notice of Vacancy by posting the notice in three (3) public places in the District and publishing the notice at least once in a newspaper of general circulation. The Notice of Vacancy shall include direction regarding application or nominations of legally qualified candidates.
- **July 19-August 3, 2016:** The Chancellor sends a letter to the persons applying for appointment to the Board containing information about the District and the Board, and include a candidate information sheet to be completed and returned by a specific date (August 5, 2016).
- **August 3, 2016:** Deadline for candidates to submit application to Chancellor's office.
- **August 5, 2016:** Review of applications by the Board.
- **August 8/ 9, 2016:** Board or adhoc subcommittee of Board interviews candidates. If interviews are conducted, they shall take place at a public hearing scheduled for that purpose.
- **August 11, 2016:** Board makes provisional appointment at public meeting called for that purpose, and provisional appointee is sworn in and assumes office at the meeting.
- **August 11, 2016:** Board must post notices of both the actual vacancy and the provisional appointment in three (3) public places in the District, and must publish the notice at least once in a newspaper of general circulation.

The notices must shall include the following: facts explaining the vacancy/resignation and the date of the occurrence of the vacancy, and the effective date of the resignation; full name of the provision appointee to the Board and date of appointment; and a statement that unless a petition calling for a special election, containing sufficient number of signatures as required by California Education Code Section 5091(c), is filed in the office of county superintendent of schools within 30 days of the date of the provisions appointment, it shall become an effective appointment.

**c. Voter's Petition Calling for a Special Election**

If the Board makes a provisional appointment, the registered voters of the district may submit a petition with the county superintendent calling for a special election. The petition must be submitted within thirty (30) days from the date of the provisional appointment, and must contain valid signatures equal to at least 1(1/2)% of the number of registered votes in Trustee Area 1 as of the last biennial election (November 2014). (EC §5091(c)(1)). There were approximately 23,614 registered in Trustee Area 1 for the November 2014 biennial election. The petition therefore must contain at least 354 valid signatures.

The petition must be validated by the County Superintendent of Schools within thirty (30) days of receipt. If the petition is found to be insufficient, the appointee remains on the Board until the next regularly scheduled election. If the petition is found to be valid, the provisional appointment is terminated and the seat remains vacant until the election can be called. (EC §5091(c)(2)). If a special election pursuant to Section 5901 could be consolidated with the next regular election, and the vacant position is scheduled to be filled at such regular election, there should be no special election. (EC §5093(c)). The vacant position is scheduled to be filled in the regular election, which is scheduled for November 8, 2016. Thus, a special election likely will not be required.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET  
MANAGEMENT/ACADEMIC  
July 18, 2016

MANAGEMENT

Employment Agreements/Attachments #1-2

Priest, Michelle  
Dean  
Science, Mathematics &  
Health Sciences Division  
Santa Ana College

Winter, Alistair  
Assistant Vice Chancellor  
Human Resources  
District Operations

Appointment

Martinez-Flores, Marilyn  
Vice President, Academic Affairs  
Santiago Canyon College

Effective: July 19, 2016  
Salary Placement: A-7 \$169,596.31/Year

Adjusted Salary Placement for Appointment

Priest, Michelle  
Dean  
Science, Mathematics &  
Health Sciences Division  
Santa Ana College

Effective: July 5, 2016  
Salary Placement: B-6 \$152,639.24/Year  
(Requisition #AC16-0546)

Change of Assignment

Marasigan, Elouise  
From: Employment Services Manager  
To: Director of Employment Services,  
Equity & Diversity  
Human Resources  
District Operations

Effective: July 1, 2016  
Salary Placement: F-7 \$121,387.75/Year

Interim Assignments

Colver, Michael  
Interim Chief of District Safety & Security  
Business Operations & Fiscal Services  
District Operations

Effective: July 1 – December 31, 2016  
Salary Placement: D-1 \$108,252.71/Year

**HUMAN RESOURCES MANAGEMENT/ACADEMIC DOCKET**  
**July 18, 2016**

**Page 2**

**MANAGEMENT (CONT'D)**

Interim Assignments (cont'd)

Isira, Abdul M.  
Interim Dean  
Instruction & Student Services  
Continuing Education Division  
Santiago Canyon College

Effective: July 19, 2016  
Salary Placement: B-1 \$125,477.33/Year

Step Increase

Salcido, Steven  
Assistant Dean  
Financial Aid, Scholarships & Veterans  
Santiago Canyon College

Effective: July 1, 2016  
Salary Placement: E-2 \$102,354.03/Year

**FACULTY**

2016/2017 FARSCCD 10 Month/175 Day Faculty Step Increases/Attachment #3

2016/2017 CEFA Permanent Salary Schedule/Attachment #4

Appointments

Covarrubias, Julisa  
Master Teacher  
Parent Educator Home Based  
Child Development Services  
District Operations

Effective: July 5, 2016  
Salary Placement: MT/AA-1 \$37,541.22/Year  
(Requisition #AC16-0549#01)

Crammer, Cale  
Assistant Professor, Political Science  
Arts, Humanities & Social  
Sciences Division  
Santiago Canyon College

Effective: August 15, 2016  
Salary Placement: II-3 \$58,339.29/Year  
(Requisition #AC16-0528)

Govea, Melissa  
Assistant Professor, Women's Studies  
Arts, Humanities & Social  
Sciences Division  
Santiago Canyon College

Effective: August 15, 2016  
Salary Placement: II-3 \$58,339.29/Year  
(Requisition #AC16-0503)

Martin, Dana  
Master Teacher  
SCC Child Development Center  
Child Development Services  
District Operations

Effective: July 11, 2016  
Salary Placement: MT/BA-1 \$39,418.07/Year  
(Requisition #AC16-0550)

**FACULTY (CONT'D)**

Appointments (cont'd)

Montalbetti de Perez, Laura  
Master Teacher  
Parent Educator Home Based  
Child Development Services  
District Operations  
Effective: July 1, 2016  
Salary Placement: MT/BA-1 \$39,418.07/Year  
(Requisition #AC16-0549)

Oase, Daniel  
Assistant Professor/Coordinator,  
CTE Business Skills  
Continuing Education Center  
Santiago Canyon College  
Effective: August 22, 2016  
Salary Placement: II-3 \$58,339.29/Year  
(Requisition #AC16-0540)

Ramirez, Lilia  
Master Teacher  
SAC East Child Development Center  
Child Development Services  
District Operations  
Effective: July 1, 2016  
Salary Placement: MT/BA-2 \$40,256.72/Year  
(Requisition #AC16-0561)

Hiring of Temporary Long-term Substitutes per E.C. 87481 & 87482

Dumon, Dori  
Long-term Substitute Instructor, Business  
Applications & Technology  
Business Division  
Santa Ana College  
Effective: August 15, 2016 – June 10, 2017  
Placement: I-5 \$59.94/Lecture Hour

Wohlgezogen, Laura  
Long-term Substitute Instructor, Math  
Mathematics & Sciences Division  
Santiago Canyon College  
Effective: August 15, 2016 – June 10, 2017  
Placement: II-4 \$59.94/Lecture Hour

Adjusted Effective Dates for Hiring of Temporary Long-term Substitute per E.C. 87481 & 87482

Habicht, George  
Long-term Substitute Instructor, Computer  
Information Science/Computer Science  
Business Division  
Santa Ana College  
Effective: August 15 – December 10, 2016  
Placement: II-5 \$62.94/Lecture Hour

**FACULTY (CONT'D)**

Change of Location

Castaneda, Daisy  
Master Teacher  
From: Early Head Start/District Office  
To: SAC Early Childhood Education Center  
Child Development Services  
District Operations

Effective: July 11, 2016  
Salary Placement: MT/BA-9 \$46,125.05/Year

Final Salary Placements

Dermody, Michael  
Assistant Professor, Television/  
Video Communications  
Fine & Performing Arts Division  
Santa Ana College

Effective: August 15, 2016  
Final Placement (CTE): VI-10 \$86,545.80/Year  
(Requisition #AC16-0521)

Dufala, Christopher  
Assistant Professor, Studio Arts  
Fine & Performing Arts Division  
Santa Ana College

Effective: August 15, 2016  
Final Placement: III-9 \$76,032.45/Year  
(Requisition #AC16-0517)

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

Effective: August 15, 2016  
Final Placement: IV-11 \$83,703.20/Year  
(Requisition #AC16-0514#1)

2015/2016 Contract Extension Days

Shields, Jolene  
Associate Professor, Adult Basic Education/  
High School Subjects  
Continuing Education Division  
Santiago Canyon College

Effective: June 7 – June 23, 2016  
Contract Extension: 8 Days  
Contract Extension Rate: \$431.01/Day

2016/2017 Contract Extension Days

Abbey, Troy  
Professor, Kinesiology  
Kinesiology, Health & Athletics Division  
Santa Ana College

Effective: July 1, 2016 – June 30, 2017  
Contract Extension: 20 Days  
Contract Extension Rate: \$545.31/Day

**FACULTY (CONT'D)**

2016/2017 Contract Extension Days (cont'd)

Aguilar Beltran, Maria  
Associate Professor/Counselor/  
Coordinator, Assessment Center  
Student Services  
Santa Ana College

Effective: July 1, 2016 – June 30, 2017  
Contract Extension: 35 Days  
Contract Extension Rate: \$468.19/Day

Baquero, Jaymie  
Assistant Professor, Kinesiology  
Kinesiology, Health & Athletics Division  
Santa Ana College

Effective: July 1, 2016 – June 30, 2017  
Contract Extension: 20 Days  
Contract Extension Rate: \$416.79/Day

Barnard, Rebecca  
Associate Professor/Coordinator  
Health & Wellness Center  
Student Services  
Santa Ana College

Effective: July 1, 2016 – June 30, 2017  
Contract Extension: 4 Days  
Contract Extension Rate: \$440.66/Day

Breig, David  
Professor, Kinesiology  
Kinesiology, Health & Athletics Division  
Santa Ana College

Effective: July 1, 2016 – June 30, 2017  
Contract Extension: 20 Days  
Contract Extension Rate: \$526.53/Day

Camarco, Lisa  
Professor, Kinesiology  
Mathematics & Sciences Division  
Santiago Canyon College

Effective: July 1, 2016 – June 30, 2017  
Contract Extension: 20 Days  
Contract Extension Rate: \$507.79/Day

Cummins, Shawn  
Professor, Kinesiology  
Mathematics & Sciences Division  
Santiago Canyon College

Effective: July 1, 2016 – June 30, 2017  
Contract Extension: 20 Days  
Contract Extension Rate: \$526.53/Day

Gonzalez, Adrianna  
Assistant Professor/Coordinator,  
Adult Basic Education/Basic Skills  
Continuing Education Division  
Santa Ana College

Effective: August 8, 2016 – June 30, 2017  
Contract Extension: 15 Days  
Contract Extension Rate: \$432.73/Day

Jones, Geoffrey  
Professor, Kinesiology  
Kinesiology, Health & Athletics Division  
Santa Ana College

Effective: July 1, 2016 – June 30, 2017  
Contract Extension: 13 Days  
Contract Extension Rate: \$441.80/Day

**FACULTY (CONT'D)**

2016/2017 Contract Extension Days (cont'd)

Luppani, Maria F. Professor, Kinesiology Kinesiology, Health & Athletics Division Santa Ana College	Effective: July 1, 2016 – June 30, 2017 Contract Extension: 20 Days Contract Extension Rate: \$441.80/Day
Madrigal, Romelia Professor/Coordinator, Upward Bound/ Student Support Services Student Affairs Santa Ana College	Effective: July 1, 2016 – June 30, 2017 Contract Extension: 40 Days Contract Extension Rate: \$441.80/Day
Nilles, Thomas Assistant Professor, Kinesiology Kinesiology, Health & Athletics Division Santa Ana College	Effective: July 1, 2016 – June 30, 2017 Contract Extension: 20 Days Contract Extension Rate: \$404.30/Day
Nutter, Kim Professor, Kinesiology Kinesiology, Health & Athletics Division Santa Ana College	Effective: July 1, 2016 – June 30, 2017 Contract Extension: 20 Days Contract Extension Rate: \$564.08/Day
Nyssen, Adam Assistant Professor, Kinesiology Kinesiology, Health & Athletics Division Santa Ana College	Effective: July 1, 2016 – June 30, 2017 Contract Extension: 13 Days Contract Extension Rate: \$431.88/Day
Patton, Carrie Assistant Professor/Coordinator, High School Subjects/Basic Skills Continuing Education Division Santa Ana College	Effective: August 8, 2016 – June 30, 2017 Contract Extension: 15 Days Contract Extension Rate: \$567.04/Day
Ramirez, Marco Professor/Coordinator, Upward Bound/ Student Support Services Student Affairs Santa Ana College	Effective: July 1, 2016 – June 30, 2017 Contract Extension: 35 Days Contract Extension Rate: \$441.80/Day
Shields, Jolene Associate Professor, Adult Basic Education/ High School Subjects Continuing Education Division Santiago Canyon College	Effective: July 1, 2016 – August 19, 2016 Contract Extension: 21 Days Contract Extension Rate: \$443.53/Day

**FACULTY (CONT'D)**

2016/2017 Contract Extension Days (cont'd)

Woodhead, Ian  
Professor, Kinesiology  
Mathematics & Sciences Division  
Santiago Canyon College

Effective: July 1, 2016 – June 30, 2017  
Contract Extension: 20 Days  
Contract Extension Rate: \$526.53/Day

Adjusted 2016/2017 Contract Extension Rates

Pastrana, Leo  
Assistant Professor/Counselor  
Counseling Division  
Santa Ana College

Effective: July 1, 2016 – June 30, 2017  
From: \$353.21/Day  
To: \$365.80/Day

Robledo, Joanna  
Assistant Professor/Counselor  
Counseling Division  
Santa Ana College

Effective: July 1, 2016 – June 30, 2017  
From: \$469.04/Day  
To: \$481.54/Day

Robledo, Reymundo  
Professor/Counselor  
Counseling Division  
Santa Ana College

Effective: July 1, 2016 – June 30, 2017  
From: \$469.04/Day  
To: \$481.54/Day

Contract Stipends

Abbey, Troy  
Professor, Kinesiology  
Kinesiology, Health Science &  
Athletics Division  
Santa Ana College

Effective: July 1, 2016 – June 30, 2016  
Amount: \$1,750.00/Year  
Reason: Head Coach, Women's Volleyball

Baquero, Jaymie  
Assistant Professor, Kinesiology  
Kinesiology, Health Science &  
Athletics Division  
Santa Ana College

Effective: July 1, 2016 – June 30, 2016  
Amount: \$1,750.00/Year  
Reason: Head Coach, Women's Soccer

Breig, David  
Professor, Kinesiology  
Kinesiology, Health Science &  
Athletics Division  
Santa Ana College

Effective: July 1, 2016 – June 30, 2016  
Amount: \$1,750.00/Year  
Reason: Head Coach, Men's Basketball

**FACULTY (CONT'D)**

Contract Stipends (cont'd)

Camarco, Lisa  
Professor, Kinesiology  
Kinesiology, Health Science &  
Athletics Division  
Santa Ana College  
Effective: July 1, 2016 – June 30, 2016  
Amount: \$1,750.00/Year  
Reason: Head Coach, Softball

Cummins, Shawn  
Professor, Kinesiology  
Mathematics & Sciences Division  
Santiago College  
Effective: July 1, 2016 – June 30, 2016  
Amount: \$1,750.00/Year  
Reason: Head Coach, Cross Country

Jones, Geoffrey  
Professor, Kinesiology  
Kinesiology, Health Science &  
Athletics Division  
Santa Ana College  
Effective: July 1, 2016 – June 30, 2016  
Amount: \$1,250.00/Year  
Reason: Assistant Head Coach, Football

Luppani, Maria F.  
Professor, Kinesiology  
Kinesiology, Health Science &  
Athletics Division  
Santa Ana College  
Effective: July 1, 2016 – June 30, 2016  
Amount: \$1,750.00/Year  
Reason: Head Coach, Women's Basketball

Madrigal, Romelia  
Professor/Coordinator, Upward Bound/  
Student Support Services  
Student Affairs  
Santa Ana College  
Effective: July 1, 2016 – June 30, 2016  
Amount: \$1,000.00/Year  
Reason: Coordinator Duties

Nilles, Thomas  
Assistant Professor, Kinesiology  
Kinesiology, Health Science &  
Athletics Division  
Santa Ana College  
Effective: July 1, 2016 – June 30, 2016  
Amount: \$1,750.00/Year  
Reason: Head Coach, Baseball

Nutter, Kim  
Professor, Kinesiology  
Kinesiology, Health Science &  
Athletics Division  
Santa Ana College  
Effective: July 1, 2016 – June 30, 2016  
Amount: \$1,750.00/Year  
Reason: Head Coach, Softball

**FACULTY (CONT'D)**

Contract Stipends (cont'd)

Nyssen, Adam Assistant Professor, Kinesiology Kinesiology, Health Science & Athletics Division Santa Ana College	Effective: July 1, 2016 – June 30, 2016 Amount: \$1,750.00/Year Reason: Head Coach, Football
Ramirez, Marco Professor/Coordinator, Talent Search Student Affairs Santa Ana College	Effective: July 1, 2016 – June 30, 2017 Amount: \$1,000.00/Year Reason: Coordinator Duties
Sanchez-Gutierrez Gabriela Professor/Coordinator, EOPS Student Services Santa Ana College	Effective: July 1, 2016 – June 30, 2017 Amount: \$1,000.00/Year Reason: Coordinator Duties
Simbro, Teresa Professor/Coordinator, Nursing/ National Council Licensing Examination/Technology Science, Mathematics & Health Sciences Division Santa Ana College	Effective: July 1, 2016 – June 30, 2017 Amount: \$1,000.00/Year Reason: Coordinator Duties
Tivenan, Valinda Professor/Coordinator, Theatre Arts/Phillips Hall Fine & Performing Arts Division Santa Ana College	Effective: July 1, 2016 – June 30, 2017 Amount: \$1,000.00/Year Reason: Coordinator Duties
Vu, Binh Associate Professor, Music Arts, Humanities & Social Sciences Division Santiago Canyon College	Effective: August 15, 2016 – June 10, 2017 Amount: \$3,000.00/Year Reason: Coach, Performing Arts Programs
Woodhead, Ian Professor, Kinesiology Kinesiology, Health Science & Athletics Division Santa Ana College	Effective: July 1, 2016 – June 30, 2016 Amount: \$1,750.00/Year Reason: Head Coach, Women's Soccer



**FACULTY (CONT'D)**

*Ratification of Resignation/Retirements (cont'd)*

Strother, Judy  
Professor/Counselor  
Counseling & Student Support  
Services Division  
Santiago Canyon College

Effective: June 2, 2016 (Last Day)  
Reason: Retirement

*Leaves of Absence*

Cannon, Cari  
Professor, Psychology  
Arts, Humanities & Social  
Sciences Division  
Santiago Canyon College

Effective: August 15 – December 10, 2016  
Reason: Banking Leave (15 LHE)

Courter, William  
Professor, Geography  
Humanities & Social Sciences Division  
Santa Ana College

Effective: August 15 – December 10, 2016  
Reason: Banking Leave (15 LHE)

Dahlen, Noel  
Professor, Computer Information  
Systems/Computer Science  
Business Division  
Santa Ana College

Effective: August 15 – December 10, 2016  
Reason: Partial Banking Leave (3.15 LHE)

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

Effective: August 15, 2016 – June 9, 2017  
Reason: Partial Banking Leave (1 LHE/Semester)  
(Concurrent with Sabbatical Leave)

Galvan, Javier  
Professor, Spanish  
Humanities & Social Sciences Division  
Santa Ana College

Effective: August 15 – December 10, 2016  
Reason: Partial Banking Leave (2 LHE)

Ghelfi, Gerald  
Professor, History  
Humanities & Social Sciences Division  
Santa Ana College

Effective: August 15, 2016 – June 9, 2017  
Reason: Banking Leave (15 LHE/Semester)

Kossler, Wenona  
Professor, Reading  
Humanities & Social Sciences Division  
Santa Ana College

Effective: August 15 – December 10, 2016  
Reason: Banking Leave (15 LHE)

**FACULTY (CONT'D)**

Leaves of Absence (cont'd)

Lewis, Michael  
Professor, ESL  
Humanities & Social Sciences Division  
Santa Ana College

Effective: August 15 – December 10, 2016  
Reason: Banking Leave (15 LHE)

Lopez, Jorge  
Professor, Biology  
Science, Mathematics & Health  
Sciences Division  
Santa Ana College

Effective: August 15 – December 10, 2016  
Reason: Partial Banking Leave (2.5 LHE)

Lopez, Jorge  
Professor, Biology  
Science, Mathematics & Health  
Sciences Division  
Santa Ana College

Effective: February 6 – June 10, 2017  
Reason: Banking Leave (15 LHE)

Macdonald, Juli  
Professor, Reading  
Humanities & Social Sciences Division  
Santa Ana College

Effective: February 6 – June 10, 2017  
Reason: Banking Leave (15 LHE)

McMullin, Mary  
Professor, Reading  
Arts, Humanities & Social  
Sciences Division  
Santiago Canyon College

Effective: August 15 – December 9, 2016  
Reason: Banking Leave (18 LHE)

Powers, Charleen  
Professor, Biology  
Mathematics & Sciences Division  
Santiago Canyon College

Effective: August 15, 2016 – June 9, 2017  
Reason: Banking Leave (18 LHE/Semester)

Sosta, Rachel  
Professor, English  
Humanities & Social Sciences Division  
Santa Ana College

Effective: February 6 – June 10, 2017  
Reason: Partial Banking Leave (4 LHE)

**FACULTY (CONT'D)**

Adjusted Request to Withdraw Banked LHE

Jaros, Bonita  
Professor/Coordinator, Institutional  
Effectiveness & Assessment  
Academic Affairs  
Santa Ana College

Effective: July 1, 2016 – June 30, 2017  
Banked LHE Withdrawal: 35 LHE

Beyond Contract/Overload Stipends

Bailey, Denise  
Associate Professor, Chemistry  
Mathematics & Sciences Division  
Santiago Canyon College

Effective: June 13, 2016  
Amount: \$587.00  
Reason: Outreach  
(Project #2415)

Evet, Corinna  
Professor, English  
Arts, Humanities & Social  
Sciences Division  
Santiago Canyon College

Effective: August 16, 2016  
Amount: \$587.00  
Reason: Program Facilitation  
(Project #2415)

Hauscarriague, Anne  
Professor, Math  
Mathematics & Sciences Division  
Santiago Canyon College

Effective: August 16, 2016  
Amount: \$587.00  
Reason: Program Facilitation  
(Project #2415)

Kirchen, Deanna  
Assistant Professor, Accounting  
Business & Career Technical  
Education Division  
Santiago Canyon College

Effective: July 18, 2016  
Amount: \$500.00  
Reason: Staff Development  
(Project #2548)

McClure, Caren  
Professor, Mathematics  
Science, Mathematics & Health  
Sciences Division  
Santa Ana College

Effective: February 8, 2016  
Amount: \$1,000.00  
Reason: Staff Development  
(Project #2549)

Pecenkovic, Nidzara  
Assistant Professor, English  
Arts, Humanities & Social  
Sciences Division  
Santiago Canyon College

Effective: July 15, 2016  
Amount: \$1,468.00  
Reason: Program Facilitation  
(Project #1645)

**FACULTY (CONT'D)**

Beyond Contract/Overload Stipends (cont'd)

Rabii-Rakin, Narges  
Professor, History  
Arts, Humanities & Social  
Sciences Division  
Santiago Canyon College

Effective: August 16, 2016  
Amount: \$932.00  
Reason: Program Facilitation  
(Project #2415)

Scott, Randy  
Professor, Math  
Mathematics & Sciences Division  
Santiago Canyon College

Effective: August 16, 2016  
Amount: \$587.00  
Reason: Program Facilitation  
(Project #2415)

Smith, Mark  
Associate Professor, Anatomy/Physiology  
Mathematics & Sciences Division  
Santiago Canyon College

Effective: June 13, 2016  
Amount: \$587.00  
Reason: Outreach  
(Project #2415)

Adjusted Effective Date of Beyond Contract/Overload Stipend

McClure, Caren  
Professor, Mathematics  
Science, Mathematics & Health  
Sciences Division  
Santa Ana College

Effective: March 4, 2016  
Amount: \$250.00  
Reason: Staff Development  
(Project #2549)

Part-time Stipends

Afshar, Melanie L  
Doctoral Health Services Psychology Intern  
Health & Wellness Center/DSPS  
Student Services Division  
Santa Ana College

Effective: August 8, 2016 to June 30, 2017  
Amount: \$24,111.10

Gustafson, Carissa  
Doctoral Health Services Psychology Intern  
Health & Wellness Center/DSPS  
Student Services Division  
Santa Ana College

Effective: August 8, 2016 to June 30, 2017  
Amount: \$24,111.10

Part-time Hourly New Hires/Rehires

Alvino, Albert M  
Counselor  
Continuing Education Division (OEC)  
Santiago Canyon College

Effective: June 20, 2016  
Hourly Rate: II-3 \$40.16

**FACULTY (CONT'D)**

*Part-time Hourly New Hires/Rehires (cont'd)*

Bedwell, Joshua J  
Instructor, Manufacturing Technology  
Human Services & Technology Division  
Santa Ana College  
Effective: August 15, 1046  
Hourly Lecture/Lab Rates: I-3 \$54.73/\$48.93

Burkhalter, Elizabeth  
Instructor, Sociology  
Arts, Humanities & Social Sciences Division  
Santiago Canyon College  
Effective: August 15, 2016  
Hourly Lecture Rate: IV-3 \$62.94

Casillas, Juliette I  
Instructor, Fire Technology/Wellness  
Human Services & Technology Division  
Santa Ana College  
Effective: July 5, 2016  
Hourly Lecture/Lab Rates: I-3 \$54.37/\$48.93

Chang, Timothy T  
Instructor, IEP Vocational/Computers  
Continuing Education Division (OEC)  
Santiago Canyon College  
Effective: June 15, 2016  
Hourly Lecture Rate: I-3 \$46.10

Cho, Kelly E  
Instructor, Music  
Arts, Humanities & Social Sciences Division  
Santiago Canyon College  
Effective: August 15, 2016  
Hourly Lecture/Lab Rate: IV-3 \$62.94/\$56.65

Diaz-Nunez, Maria G  
Counselor  
Counseling Division  
Santa Ana College  
Effective: July 5, 2016  
Hourly Rate: II-3 \$48.53

Ellis, Steven R  
Instructor, CJA/Campus Law (equivalency)  
Human Services & Technology Division  
Santa Ana College  
Effective: July 5, 2016  
Hourly Lecture/Lab Rates: I-3 \$54.37/\$48.93

Fernandez Marquez. Luz E  
Counselor  
Counseling Division  
Santa Ana College  
Effective: July 5, 2016  
Hourly Rate: II-3 \$48.53

Heremans, Tiffany L  
Instructor, Nutrition & Foods/Culinary Arts  
Human Services & Technology Division  
Santa Ana College  
Effective: August 15, 2016  
Hourly Lecture/Lab Rates: I-3 \$54.37/\$48.93

**FACULTY (CONT'D)**

*Part-time Hourly New Hires/Rehires (cont'd)*

Howie, Sherri  
Instructor, ESL  
Continuing Education Division (OEC)  
Santiago Canyon College  
Effective: June 27, 2016  
Hourly Lecture Rate: I-3 \$56.10

Jenkins, Mack A  
Instructor, Criminal Justice/Corrections  
Human Services & Technology Division  
Santa Ana College  
Effective: August 15, 2016  
Hourly Lecture/Lab Rates: II-3 \$57.09/\$51.38

Johnson, Sandra L  
Instructor, Older Adults/Manipulative Skills  
Continuing Education Division (OEC)  
Santiago Canyon College  
Effective: June 15, 2016  
Hourly Lecture Rate: I-4 \$47.25

Kelly, Aaron J  
Instructor, EMLS  
Humanities & Social Sciences Division  
Santa Ana College  
Effective: August 15, 2016  
Hourly Lecture Rate: II-3 \$57.09

Khalid, Donna S  
Coordinator, Interdisciplinary Basic Skills  
Continuing Education Division (CEC)  
Santa Ana College  
Effective: June 6, 2016  
Hourly Rate: II-1 \$38.43

Obleda, James W  
Men's Soccer Coach  
Mathematics & Sciences Division  
Santiago Canyon College  
Effective: July 5, 2016  
Hourly Lab Rate: II-3 \$51.38

Ollano, Oliver H  
Instructor, CJA/Tactical Firearms (equivalency)  
Human Services & Technology Division  
Santa Ana College  
Effective: July 18, 2016  
Hourly Lecture/Lab Rates: \$54.37/\$48.93

Shakiba, Stefan J  
Counselor  
Continuing Education Division (OEC)  
Santiago Canyon College  
Effective: June 20, 2016  
Hourly Rate: III-3 \$41.17

Sotelo, Sophia  
Instructor, ESL  
Continuing Education Division (OEC)  
Santiago Canyon College  
Effective: June 27, 2016  
Hourly Lecture Rate: I-3 \$46.10

**FACULTY (CONT'D)**

*Part-time Hourly New Hires/Rehires (cont'd)*

Wang, Sen  
Instructor, Chemistry  
Science, Math & Health Sciences Division  
Santa Ana College  
Effective: August 15, 2016  
Hourly Lecture/Lab Rates: IV-3 \$62.94/\$56.65

Zonin, Alexander  
Instructor, Manufacturing Technology  
Human Services & Technology Division  
Santa Ana College  
Effective: August 15, 2016  
Hourly Lecture/Lab Rates: I-3 \$54.37/\$48.93

Zumpfe, Kimberly A  
Instructor, Art/Photography  
Fine & Performing Arts Division  
Santa Ana College  
Effective: August 22, 2016  
Hourly Lecture/Lab Rates \$57.09/\$51.38

*Non-paid Instructors of Record*

Burrow, David R  
Instructor, Apprenticeship/Carpentry  
Business & Career Technical Education Division  
Santiago Canyon College  
Effective: July 1, 2016

Franco, Jasmin  
Instructor, ABE/ESL/Citizenship  
SER, Jobs for Progress, Inc.  
Continuing Education Division (CEC)  
Santa Ana College  
Effective: July 1, 2016

Guillen, Ana Carolina  
Instructor, ABE/ESL/Citizenship  
SER, Jobs for Progress, Inc.  
Continuing Education Division (CEC)  
Santa Ana College  
Effective: July 1, 2016

Mendoza, Jesus M  
Instructor, Apprenticeship/Surveyor  
Business & Career Technical Education Division  
Santiago Canyon College  
Effective: July 1, 2016

**FACULTY (CONT'D)**

*Non-paid Instructors of Record (cont'd)*

Walsh, Glenn D  
Instructor, Criminal Justice/Narcotics  
Human Services & Technology Division  
Santa Ana College

Effective: July 18, 2016

*Non-paid Intern Service*

Wieland, Leslie  
Athletic Trainer Intern  
Kinesiology  
Santa Ana College

Effective: August 1, 2016 – June 1, 2017  
College Affiliation: CSU, Long Beach

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

1. **Parties.** The Rancho Santiago Community College District (“District”), on the one hand, and **Michelle Priest** (“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 **Dean, Science, Mathematics and Health Sciences Division** (“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 **July 5, 2016** and ending **6/30/18**. 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 **\$152,639.24** per academic year (July 1 through June 30), pro-rated if less than a full academic year, paid on a monthly basis. District reserves the right to increase the salary of Administrator during the term of this Agreement, but any such increase shall not be construed as an indication that this Agreement will be renewed or extended. Administrator agrees that District also reserves the right to decrease the salary of Administrator during the term of this Agreement as long as such decrease, on a percentage basis, is no more than what is implemented on a general basis for regular, full-time faculty of the District. Administrator is an exempt employee and is not eligible for overtime pay or compensatory time off.

8. **Work Year.** Administrator is a full-time employee of the District with a work year of 12 months per year. Administrator is entitled to be absent during District-designated holidays.

9. **Health and Welfare Benefits.** District shall provide Administrator with the same health and welfare benefits as currently approved or as subsequently modified by the Board of Trustees for all District administrators.

10. **Vacation.** Administrator shall accrue two and one-quarter vacation days for each month of service. Administrator may not accumulate more than 54 days of unused vacation as of July 1 of any academic year.

11. **Leaves.** Administrator shall be entitled to leaves of absence as provided by law or Board Policy, as may be amended from time-to-time.

12. **Teaching Assignments.** Subject to Board approval, and presuming that Administrator meets minimum qualifications, Administrator may serve as an instructor in no more than one class per semester for additional compensation, provided that such teaching does not impair Administrator's service in the Position.

13. **Professional Meetings and Activities.** Prior approval by the Chancellor shall be obtained for Administrator to attend any meeting or activity related to Administrator's employment in the Position. The reasonable and necessary expenses of attendance by Administrator at such a meeting or activity shall be paid by District only if approved by the Chancellor and the Board of Trustees.

14. **Evaluation.** Administrator shall be evaluated in writing at any time by Administrator's immediate supervisor, pursuant to Board Policy and procedures, utilizing established goals and objectives, self-assessments, the job description for the Position, and input from other employees.

15. **Retreat Rights.** If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California

in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Section 87458 of the *Education Code*. Administrator has the responsibility to present the necessary transcripts and materials to District pursuant to Board policy and procedures in order to maintain any current faculty service area or acquire faculty service areas.

16. **Return to Tenured Faculty Position.** If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 20 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement.

17. **Dismissal or Imposition of Penalties During the Term of this Agreement.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be dishonesty, insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, persistent or serious violation of law or of Board Policy or procedures, or any material and substantial breach of this Agreement. Administrator shall be entitled to due process protections as required by law.

18. **Dismissal or Imposition of Penalties During the Term of this Agreement If Tenured.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.

19. **Resignation.** Administrator may resign from District employment at any time during the term of this Agreement upon 90 days prior written notice to the Board of Trustees, or upon a shorter period of time as may be approved by the Board of Trustees.

20. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 17 or 18 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18. Any cash settlement shall not include any other non-cash items except health benefits which may be continued for the same duration of time as covered in the settlement or until Administrator finds other employment, whichever comes first. If the unexpired term is greater than 18 months, then the maximum time for continued health benefits paid for by District shall be 18 months.

21. **Medical Examination.** Upon request of the Board of Trustees or the Chancellor, Administrator agrees to undergo a comprehensive physical and/or psychiatric examination to determine if Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position. The costs of any such examination shall be paid for by District. A confidential written report regarding any such examination shall be filed with the

Board of Trustees or the Chancellor indicating whether Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position.

22. **Severability.** If any provision of this Agreement is ruled to be contrary to law, all other provisions of this Agreement shall continue to remain in full force and effect.

23. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

24. **Amendment.** This Agreement may be modified or superseded only by a written amendment executed by both Parties.

25. **Mandatory Mediation and Arbitration.** Except as otherwise prohibited by law, the Parties agree that any dispute, claim, or controversy arising out of the Parties' employment relationship, including, but not limited to, alleged violations of federal, state, or local statutes, including those prohibiting harassment and discrimination, and any other claims, including alleged violations of any provisions of the *Education Code*, which cannot be resolved through informal and confidential discussions, shall be submitted to mediation, and if mediation if unsuccessful, to binding arbitration before a neutral Arbitrator. The mediator and any necessary Arbitrator shall be selected through Judicial Arbitration & Mediation Services/Endispute (JAMS). Attachment "A" to this Agreement sets forth the procedures to be utilized and is hereby incorporated by reference into this Agreement as if fully set forth within. The Parties agree that they have carefully read Attachment "A," knowingly agree to all of its contents, and knowingly agree to the covenant to mediate and arbitrate all employment disputes contained in Attachment "A".

26. **Ratification.** The Parties agree that this Agreement is not binding or enforceable unless and until it is duly ratified by the Board of Trustees.

The Parties have duly executed this Agreement on the dates indicated below.

\_\_\_\_\_  
For District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

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

1. **Parties.** The Rancho Santiago Community College District (“District”), on the one hand, and **Alistair Winter** (“Administrator”), on the other hand, hereby enter into this Classified Administrator Employment Agreement (“Agreement”) pursuant to sub-section “a” of Section 72411 of the *Education Code*. District and Administrator are referred to herein individually as “Party” and collectively as “Parties.”

2. **Position.** District hereby employs Administrator in the position of **Assistant Vice Chancellor, Human Resources** (“Position”). Administrator is a “classified employee” as defined in sub-section “b” of Section 87001.5 of the *Education Code*, is a “classified administrator” as defined in sub-section “c” 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 **July 1, 2016 and ending June 30, 2018**. 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 **\$134,038.67** 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.

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.** Administrator has no retreat rights to any faculty or classified position, except as provided by law.

16. **Dismissal or Imposition of Penalties During the Term of this Agreement.**

Pursuant to Section 72411.5 of the *Education Code*, 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.

17. **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.

18. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Section 16 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.

19. **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.

20. **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.

21. **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.

22. **Amendment.** This Agreement may be modified or superseded only by a written amendment executed by both Parties.

23. **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".

24. **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  
16/17 FARSCCD 10 MONTH/175 DAY FACULTY STEP INCREASES**

ATTACHMENT #3

LAST NAME	FIRST NAME	DIVISION	LOC	CONT CLASS	NEW STEP	NEW SALARY 16/17
Alduenda	Leann	Fine & Performing Arts	SAC	V	12	\$88,871.46
Andrade	Philippe	Humanities & Social Sci	SAC	VII	15	\$101,840.49
Axtell	Christina	Humanities & Social Sci	SAC	II	13	\$83,357.89
Bailey	Denise	Math & Science	SCC	VII	16(1)	\$104,341.94
Baquero	Jaymie	Kinesiology, Health & Athletics	SAC	II	13	\$83,357.89
Barembaum	Morrie	Math & Science	SCC	VI	B(1)	\$109,060.87
Beltran	Jennie	Science, Math, & Health Sci	SAC	III	10	\$78,529.74
Benson	Kyla	Human Svcs & Tech	SAC	II	11	\$78,356.04
Bootman	Ashly	Humanities & Social Sci	SAC	II	12	\$80,858.52
Bradley	Kyle	Science, Math, & Health Sci	SAC	III	13	\$86,028.86
Breeden	Emma	Arts, Humanities & Social Sci	SCC	III	12	\$83,529.51
Budarz	Timo	Science, Math, & Health Sci	SAC	VII	A(1)	\$108,092.54
Buechler	Michael	Human Svcs & Tech	SAC	II	13	\$83,357.89
Camarco	Lisa	Math & Science	SCC	VI	16(1)	\$101,556.54
Campbell	Alondo	Humanities & Social Sci	SAC	VII	14	\$99,340.09
Cannon	Cari	Arts, Humanities & Social Sci	SCC	VII	B(1)	\$111,843.15
Cannon	Christopher	Fine & Performing Arts	SAC	VI	13	\$94,052.22
Castillo	Ricardo	Humanities & Social Sci	SAC	II	13	\$83,357.89
Clark	Stephanie	Fine & Performing Arts	SAC	III	12	\$83,529.51
Corp	Richard	Science, Math, & Health Sci	SAC	III	12	\$83,529.51
Courter	William	Humanities & Social Sci	SAC	VI	C(M)	\$112,814.60
Danova	Veselka	Math & Science	SCC	II	12	\$80,858.52
DeCarbo	Michael	Arts, Humanities & Social Sci	SCC	VI	A(1)	\$105,304.04
Deluna	Daniel	Humanities & Social Sci	SAC	II	9	\$73,351.07
Dibb	Patrick	Science, Math, & Health Sci	SAC	V	12	\$88,871.46
Diller	Jeffrey	Humanities & Social Sci	SAC	II	7	\$68,348.18
El-Said	Nahla	Math & Science	SCC	VII	14	\$99,340.09
English	Noemi	Human Svcs & Tech	SAC	II	12	\$80,858.52
Engstrom	Vanessa	Arts, Humanities & Social Sci	SCC	III	12	\$83,529.51
Ettinger	Becky	Science, Math, & Health Sci	SAC	VII	A(1)	\$108,092.54
Fosmire	Edward	Fine & Performing Arts	SAC	IV	12	\$86,201.53
Frost	Alicia	Math & Science	SCC	II	15(M)	\$88,360.78
Funaoka	Marygrace	Human Svcs & Tech	SAC	VII	13	\$96,837.61
Gause	Tiffany	Arts, Humanities & Social Sci	SCC	II	9	\$73,351.07
Gonzalez	Adrianna	Continuing Ed	CEC/S	VI	10	\$86,545.80
Guerrero-Phlaum	Martha	Humanities & Social Sci	SAC	VII	A(1)	\$108,092.54
Hager	Benjamin	Science, Math, & Health Sci	SAC	II	14	\$85,859.33
Hardy	Michelle	Human Svcs & Tech	SAC	V	13	\$91,379.15
Higgins	Conor	Humanities & Social Sci	SAC	III	6	\$68,520.84
Hoang	Susan	Fine & Performing Arts	SAC	VI	10	\$86,545.80
Hostetter	Darren	Fine & Performing Arts	SAC	VI	12	\$91,548.69
Howell	Scott	Arts, Humanities & Social Sci	SCC	VII	16(1)	\$104,341.94
Hyman	Deborah	Human Svcs & Tech	SAC	II	13	\$83,357.89

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**16/17 FARSCCD 10 MONTH/175 DAY FACULTY STEP INCREASES**

ATTACHMENT #3

LAST NAME	FIRST NAME	DIVISION	LOC	CONT CLASS	NEW STEP	NEW SALARY 16/17
Jang	Charles	Science, Math, & Health Sci	SAC	VI	13	\$94,052.22
Janus	Louise	Student Svcs	SAC	III	14	\$88,531.36
Jin	Jungwon	Fine & Performing Arts	SAC	VII	16(1)	\$104,341.94
Johnson	Kimberly	Math & Science	SCC	II	12	\$80,858.52
Jones	Louise	Science, Math, & Health Sci	SAC	II	11	\$78,356.04
Jones	Vanessa	Math & Science	SCC	II	14	\$85,859.33
Kessler	Ron	Business & Career Technical Ed	SCC	VII	B(1)	\$111,843.15
Kirchen	DeAnna	Business & Career Technical Ed	SCC	VI	10	\$86,545.80
Knight	Annie	Fine & Performing Arts	SAC	II	12	\$80,858.52
Kubicka-Miller	Jared	Arts, Humanities & Social Sci	SCC	II	14	\$85,859.33
Lamourelle	Regina	Business & Career Technical Ed	SCC	VII	B(3)	\$111,843.15
Lechuga	Janet	Science, Math, & Health Sci	SAC	II	14	\$85,859.33
Lui	Rachel	Science, Math, & Health Sci	SAC	II	7	\$68,348.18
Malone	Charlie	Arts, Humanities & Social Sci	SCC	VI	13	\$94,052.22
Mandir	Joshua	Science, Math, & Health Sci	SAC	VII	13	\$96,837.61
Marr	John	Fine & Performing Arts	SAC	VI	13	\$94,052.22
Martin	Linda	Institutional Eff, Lib & Learning Sup Svcs	SCC	V	12	\$88,871.46
Mathot	Sarah	Human Svcs & Tech	SAC	IV	12	\$86,201.53
McCallick	Mark	Business	SAC	IV	13	\$88,706.09
McKowan-Bourguignon	Lisa	Science, Math, & Health Sci	SAC	II	15(M)	\$88,360.78
McLean	Stephen	Business & Career Technical Ed	SCC	V	13	\$91,379.15
Medina	Moises	Humanities & Social Sci	SAC	VI	11	\$89,048.28
Meloni	Jennifer	Human Svcs & Tech	SAC	II	12	\$80,858.52
Miller	Robert	Arts, Humanities & Social Sci	SCC	IV	16(M)	\$96,213.54
Mishal	Amit	Science, Math, & Health Sci	SAC	VI	12	\$91,548.69
Moore	George	Human Svcs & Tech	SAC	III	14	\$88,531.36
Morris	Aaron K.	Science, Math, & Health Sci	SAC	VII	16(1)	\$104,341.94
Nguyen	William	Science, Math, & Health Sci	SAC	VII	A(1)	\$108,092.54
Nilles	Thomas	Kinesiology, Health & Athletics	SAC	II	12	\$80,858.52
Nyssen	Adam	Kinesiology, Health & Athletics	SAC	V	11	\$86,376.26
Oertel	Patricia	Science, Math, & Health Sci	SAC	VII	13	\$96,837.61
Patton	Carrie	Continuing Ed (CEC)	CEC	IV	14	\$91,207.54
Pecenkovic	Nidzara	Arts, Humanities & Social Sci	SCC	III	11	\$81,023.90
Pierce	Cathryn	Fine & Performing Arts	SAC	II	12	\$80,858.52
Quach	Nguyen	Business	SAC	V	12	\$88,871.46
Ro	Kelly	Science, Math, & Health Sci	SAC	VI	12	\$91,548.69
Robertson	Mario	Humanities & Social Sci	SAC	II	15(M)	\$88,360.78
Robinson	Kristen	Business	SAC	VII	12	\$94,336.16
Rocke	Brandon	Humanities & Social Sci	SAC	II	7	\$68,348.18
Romero	Martin	Science, Math, & Health Sci	SAC	VII	13	\$96,837.61
Ross, Jr.	John	Human Svcs & Tech	SAC	II	15(M)	\$88,360.78
Rudd	James	Human Svcs & Tech	SAC	II	13	\$83,357.89
Russo	Stacy	Fine & Performing Arts	SAC	IV	16(M)	\$96,213.54



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
**2016/2017 CEFA PERMANENT SALARY SCHEDULE**  
 EFFECTIVE JULY 1, 2016

ATTACHMENT #4

<b>INSTRUCTION</b>	Column I	Column II	Column III
STEP	LESS THAN MASTER'S	MASTER'S	MASTER'S + 30
1			
2			
3	\$47.94	\$49.14	\$50.38
4	\$49.14	\$50.38	\$51.64
5	\$50.38	\$51.64	\$52.93

Non-credit counselor's salary paid by the district during 2008-2009 shall continue at that same rate until the schedule below increases to the 2008-2009 rate of pay. If any of the non-credit counselors leave the unit and return at a later date, their rate of pay will continue at what is was as of 2008-2009, or the schedule below, whichever is greater.

<b>COUNSELING</b>	Column I	Column II	Column III
STEP	LESS THAN MASTER'S	MASTER'S	MASTER'S + 30
1			
2			
3	\$40.75	\$41.77	\$42.82
4	\$41.77	\$42.82	\$43.89
5	\$42.82	\$43.89	\$44.99

<b>NON-INSTRUCTION</b>	Column I	Column II	Column III
STEP	LESS THAN MASTER'S	MASTER'S	MASTER'S + 30
1			
2			
3	\$23.97	\$24.58	\$25.19
4	\$24.58	\$25.19	\$25.82
5	\$25.19	\$25.82	\$26.47

<b>COORDINATION OR CURRICULUM DEVELOPMENT</b>	Column I	Column II
STEP	LESS THAN MASTER'S	MASTER'S OR GREATER
1	\$38.99	\$39.97

Placement on Salary Schedules

New unit members shall be placed on Step 3 of the appropriate class. Advancement to the next step shall occur upon

## RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET  
CLASSIFIED  
JULY 18, 2016**

**CLASSIFIED**New Appointment

Saldana, Cristina	Effective: June 27, 2016
Administrative Clerk (CL16-0784)	Grade 10, Step 2 + 2.5%Bil \$45,587.61
Child Dev. Services/ District	

Temporary to Contract

Khadige, Rita	Effective: June 22, 2016
Administrative Secretary (CL16-0793)	Grade 12, Step 1 \$46,539.62
Resource Dev./ District	

Professional Growth Increments

Carpenter, Amanda	Effective: August 1, 2016
Student Program Specialist/ DSPS/ SAC	Grade 10, Step 3 + 1PG (500) \$47,205.24

Montoya, Anna	Effective: August 1, 2016
Administrative Secretary/ Kinesiology/ SAC	Grade 12, Step 6 + 5%L + 3PG (1500) \$63,931.00

Suarez, Francisco	Effective: August 1, 2016
Graduations Specialist/ School of Continuing Education/ SAC	Grade 15, Step 3 + 5%L + 3PG (3000) \$66,126.60

Out of Class Assignment

Duenas, Veronica	Effective: 05/09/16 – 05/13/16
HR Analyst/ District	Grade L, Step 1 \$65,127.43
	<i>Confidential</i>

Gallegos, Nicole	Effective: 06/13/16 – 08/06/16
High School & Comm. Outreach Spec./ School of Continuing Education/ SAC	Grade 13, Step 1 + 2 PG \$49985.72

Sanchez, Marisol	Effective: 07/01/16 – 12/31/16
Administrative Secretary/ DSPS/ SAC	Grade 12, Step 1 \$46,539.62

Out of Class Assignment cont'd

Zul, Armida Lead Custodian/ Continuing Ed./ SCC	Effective: 06/06/16 – 07/14/16 Grade 8, Step 4 + 2.5%L \$46,188.31
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Change in Position

Gheorghe, Christina Marta From: Research Analyst To: Research Coordinator/ Research/ District	Effective: June 14, 2016 Grade 17, Step 4 + 2.5%L + 5PG (1250) \$73,986.47
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Scolaro, Denise From: Financial Aid Analyst To: Job Placement Coord. (CL16-0797) Student Placement/ SAC	Effective: June 13, 2016 Grade 13, Step 5 + 2.5% L + 4PG (1000) \$62,049.00
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Xu, Xiaofei From: Accountant To: Senior Accountant (CL16-0796) Fiscal Services/ District	Effective: July 1, 2016 Grade 15, Step 5 \$66,299.54
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Voluntary Furlough

Gonzalez, Araceli General Office Clerk/ School of Continuing Education/ SAC	<b>RESCINDED</b> Effective: 07/01/16 – 08/04/16 Grade 3, Step 6 + 2.5%L + 2PG @ 80% VF \$34,867.31
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Selby, Nadine Admission & Records Spec. III/ SCC	Effective: 06/06/16 – 06/30/16 07/01/16 – 08/07/16 Grade 10 Step 6 + 5%L + 6PG (3000) 90% VF \$54,071.15
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Leave of Absence

Hermen, Lisa Senior Clerk/ Kinesiology/ SCC	Effective: 09/19/16 – 09/23/16 10/10/16 – 10/14/16 11/14/16 – 11/18/16 12/19/16 – 12/23/16 01/09/17 – 01/13/17 03/06/17 – 03/10/17 04/03/17 – 04/07/17 05/01/17 – 05/05/17 06/19/17 – 06/23/17 Reason: Non Work Days 10 Month Contract
Saldana, Maria Library Clerk/ Library/ SAC	Effective: 07/04/16 – 08/18/16 06/19/17 – 06/30/17 Reason: Non Work Days 10 Month Contract

Ratification of Resignation/Retirement

Brennan, Stephen Media Systems Elec. Tech/ Human Services & Tech./ SAC	Effective: June 30, 2016 Reason: Retirement
Dillon, Victoria Intermediate Clerk/ OEC/ SCC	Effective: June 30, 2016 Reason: Retirement
Kehler, Jason Sports Information Coordinator/ Kinesiology/ SAC	Effective: July 4, 2016 Reason: Resignation
Paguirigan, Dolores Sr. Accountant/ Fiscal Services/ District	Effective: July 4, 2016 Reason: Resignation
Saterfield, Kalonji Student Services Coordinator/ Counseling/ SAC	Effective: August 11, 2016 Reason: Resignation
Solorio, Annette Intermediate Account Clerk/ Fiscal Services/ District	Effective: July 1, 2016 Reason: Resignation

**CLASSIFIED HOURLY**

Temporary to Hourly Ongoing

Meyer, Sherry Learning Facilitator (CL15-0700) EOPS/ SAC	Effective: May 17, 2016 Up to 19 Hours/Week School Session Grade 8, Step A \$18.61/Hour
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Change in Position

Pugelli, William Instructional Assistant (CL16-0746) From: OEC To: Science & Math /SCC	Effective: August 22, 2016 Up to 19 Hours/Week School Session Grade 5, Step A \$16.60/Hour
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Professional Growth Increment

Gilbert, Jessica Administrative Clerk/ Academic Affairs/ SCC	Effective: August 1, 2016 Grade 10, Step A + 2PG (500) \$19.97/ Hour + \$41.67/Mo. PG
Vazquez, Alexis Student Services Specialist/ Student Services/ SCC	Effective: August 1, 2016 Grade 10, Step A + 2.5%Bil + 2PG (500) \$20.78/Hour + \$41.67/Mo. PG

Leave of Absence

Lomeli, Elizabeth Student Services Specialist/ Student Services/ SAC	Effective: 07/01/16 – 08/30/16 Reason: Non Work Days 10 Month Contract
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Ratification of Resignation/Retirement

Solorio, Jose Board Trustee/ District	Effective: July 6, 2016 Reason: Resignation
Yates, Amelia Instructional Assistant/ Continuing Ed./ SCC	Effective: June 14, 2016 Reason: Resignation

**TEMPORARY ASSIGNMENT**

Alfaro, David Counseling Assistant/ Counseling/ SAC	Effective: 07/19/16 – 06/30/17
Bogdan, Gloria Administrative Clerk/ Human Services & Tech./ SAC	Effective: 07/19/16 – 12/20/16
Cain, Nevan Admissions & Records Spec. I/ Admissions/ SAC	Effective: 07/19/16 – 10/31/16
Campos, Daniela Intermediate Clerk/ Student Services/ SAC	Effective: 07/19/16 – 06/30/17
Castaneda Ramirez, Cesar General Office Clerk/ Student Affairs/ SAC	Effective: 07/19/16 – 06/30/17
Castro Flores, Ruben Research Assistant/ Student Services/ SAC	Effective: 07/19/16 – 06/30/17
Cedano, Jose Instructional Assistant/ Science & Math /SAC	Effective: 07/19/16 – 06/30/17
Chian, Esther Student Trustee/ District	Effective: 07/01/16 – 09/30/16
Chittaphong, Andrew Research Specialist/ Student Services/ SAC	Effective: 07/19/16 – 06/30/17
Concepcion, Alexandria Counseling Assistant/ School of Continuing Education/ SAC	Effective: 07/19/16 – 06/30/17
Coney, Sara High School & Comm. Outreach Spec./ Student Services/ SCC	Effective: 08/08/16 – 06/30/17
Dawson, Robert Student Services Coord./ Human Services & Tech./ SAC	Effective: 07/19/16 – 12/20/16

**TEMPORARY ASSIGNMENT cont'd**

Dela Torre, Ivan Electronic & Comp. Tech II/ ITS/ SAC	Effective: 07/19/16 – 06/30/17
Diep, Hoa Student Program Specialist/ Student Services/ SAC	Effective: 07/19/16 – 06/30/17
Dinh, Sharon Admissions & Records Spec. I/ Admissions/ SAC	Effective: 07/19/16 – 06/30/17
Escamilla, Ashley Instructional Assistant/ Science & Math /SAC	Effective: 07/19/16 – 06/30/17
Estrada, Gilberto Custodian/ OEC/ SCC	Effective: 07/19/16 – 06/30/17
Fermoselle, Ryan Instructional Assistant/ Science & Math /SAC	Effective: 07/19/16 – 06/30/17
Filimon, Ilinca Student Services Specialist/ Counseling/ SCC	Effective: 08/01/16 – 06/09/17
Flores, Cristina Student Services Coordinator/ Student Services/ SAC	Effective: 07/19/16 – 06/30/17
Flores, Erika Intermediate Clerk/ Student Services/ SAC	Effective: 07/19/16 – 06/30/17
Galazyn, David Student Services Coordinator/ Student Services/ SAC	Effective: 07/19/16 – 10/31/16
Garcia, Germain Instructional Assistant/ Science & Math /SAC	Effective: 07/19/16 – 06/30/17
Gaughan, Sydney Cashier/ Auxiliary Services/ District	Effective: 07/19/16 – 06/30/17

**TEMPORARY ASSIGNMENT cont'd**

Gazda, Patricia Instructional Assistant/ Science & Math /SAC	Effective: 07/19/16 – 06/30/17
Gomez, Ariana General Office Clerk/ Business Div./ SAC	Effective: 07/19/16 – 12/16/16
Gude Rodriguez, Susana Instructional Assistant/School of Continuing Education/ SAC	Effective: 07/19/16 – 04/22/17
Harris, Remy Counseling Assistant/ Student Services/ SCC	Effective: 08/08/16 - 06/30/17
Hasan, Mahin Admissions & Records Spec. I/ Admissions/ SAC	Effective: 07/19/16 – 06/30/17
Herrera, Carmen Counseling Assistant/ Counseling/ SCC	Effective: 09/06/16 – 06/30/17
Hirose, Herlinda Test Proctor/ OEC/ SCC	Effective: 07/19/16 – 06/30/17
Ishikawa, Yukie Admissions & Records Spec. I/ Admissions/ SAC	Effective: 07/19/16 – 06/30/17
Kawafuchi, Emily Student Services Specialist/ Counseling/ SCC	Effective: 08/01/16 – 06/09/17
Low Aranyi, Millicent Senior Clerk/ Student Services/ SAC	Effective: 07/19/16 – 06/30/17
Lucatero, Gustavo Student Program Specialist/ Student Services/ SCC	Effective: 07/19/16 – 12/15/16
Margo, Gloria Admissions & Records Spec. I/ Admissions/ SAC	Effective: 07/19/16 – 06/30/17

**TEMPORARY ASSIGNMENT cont'd**

Martin, Sativa Skye Admissions & Records Spec. I/ Admissions/ SAC	Effective: 07/19/16 – 06/30/17
Martinez Marcial, Rosa Counseling Assistant/ School of Continuing Education/ SAC	Effective: 07/19/16 – 04/22/17
Martinez, Monique Counseling Assistant/ OEC/ SCC	Effective: 07/19/16 – 06/30/17
Mejia, Luis Student Trustee/ District	Effective: 06/01/16 – 08/31/16
Mireshghi, Touba Instructional Assistant/ Student Affairs/ SAC	Effective: 07/19/16 – 06/30/17
Montanez, Hortensia Counseling Assistant/ OEC/ SCC	Effective: 07/19/16 – 06/30/17
Murrieta, Armando Instructional Assistant/ School of Continuing Education/ SAC	Effective: 07/19/16 – 04/22/17
Negrete, Edgar Program Specialist/ Student Services/ SAC	Effective: 07/19/16 – 06/30/17
Nguyen, Caitlinh Instructional Assistant/ Science & Math /SAC	Effective: 07/19/16 – 06/30/17
Nguyen, Carrie Admissions & Records Spec. I/ Admissions/ SAC	Effective: 07/19/16 – 10/31/16
Nguyen, Helen Admissions & Records Spec. I/ School of Continuing Education/ SAC	Effective: 07/19/16 - 04/22/17
Nguyen, Steven Research Assistant/ CITD/ Ed. Services	Effective: 07/19/16 – 06/30/17

**TEMPORARY ASSIGNMENT cont'd**

Nguyen, Thea Instructional Assistant/ School of Continuing Education/ SAC	Effective: 07/19/16 – 04/22/17
Nguyen, Trang Admissions & Records Spec. I/ Admissions/ SAC	Effective: 07/19/16 – 06/30/17
Nguyen, Viet Instructional Assistant/ Student Services/ SAC	Effective: 07/19/16 – 06/30/17
Ontiveros, Tara Test Proctor/ Counseling/ SAC	Effective: 07/19/16 – 06/30/17
Oritz Flores, Oscar Instructional Assistant/ School of Continuing Education/ SAC	Effective: 07/19/16 – 04/22/17
Perez, Lakysia Student Services Specialist/ Student Development/ SCC	Effective: 07/19/16 – 06/30/17
Quinn, Taylor Student Services Coordinator/ Student Affairs/ SAC	Effective: 07/19/16 – 06/30/17
Rios, Denise Instructional Assistant/ Student Affairs/ SAC	Effective: 07/19/16 – 06/30/17
Rivera, Adelita Intermediate Clerk/ Student Services/ SAC	Effective: 07/19/16 – 06/30/17
Rodriguez, Martha Admissions & Records Spec. I/ School of Continuing Education/ SAC	Effective: 07/19/16 – 04/22/17
Rostran, Blanca Counseling Assistant/ School of Continuing Education/ SAC	Effective: 07/19/16 -04/22/17

**TEMPORARY ASSIGNMENT cont'd**

Saavedra, Juan Instructional Assistant/ Student Services/ SAC	Effective: 07/19/16 – 06/30/17
Salas, Elizabeth Administrative Clerk/ OEC/ SCC	Effective: 07/19/16 – 06/30/17
Sandoval, Edith General Office Clerk/ EOPS/ SAC	Effective: 07/19/16 – 06/30/17
Santoyo Mireles, Monica Student Services Specialist/ Student Services/ SAC	Effective: 07/19/16 – 06/30/17
Snyder, John Video Tech./ Fine & Performing Arts/ SAC	Effective: 07/19/16 – 06/30/17
Talarico, Christina Administrative Clerk/ Business Div./ SAC	Effective: 07/19/16 – 11/30/16
Thao, Mee Admissions & Records Spec. I/ Admissions/ SAC	Effective: 07/19/16 – 06/30/17
Titterud, Melanie Student Services Specialist/ Student Services/ SCC	Effective: 07/19/16 – 06/30/17
Tran, Huyen N Admissions & Records Spec. I/ Admissions/ SAC	Effective: 07/19/16 – 06/30/17
Tufenkjian, Nicole Counseling Assistant/ Student Services/ SCC	Effective: 08/08/16 – 06/30/17
Uribe, Nordin Counseling Assistant/ Student Services/ SCC	Effective: 08/08/16 – 06/30/17
Vasquez, Liliana Administrative Clerk/ OEC/ SCC	Effective: 07/19/16 – 06/30/17

**TEMPORARY ASSIGNMENT cont'd**

Viana, Alejandra  
Marketing Specialist/ CITD/ Ed. Services

Effective: 07/19/16 – 06/30/17

Villareal Rodriguez, Maite  
Student Service Coord./ Counseling/ SAC

Effective: 07/19/16 – 06/30/17

Vu, Janet  
Learning Facilitator / Nursing/ SAC

Effective: 07/28/16 – 06/23/17

Wu-Woods, Jessica  
Instructional Assistant/ Science & Math  
/SAC

Effective: 07/19/16 – 06/30/17

Zambrano, Adalberto  
Student Services Coordinator/ Science &  
Math /SAC

Effective: 07/19/16 – 06/30/17

*Change in Temporary Assignment*

Akleh, Heba  
Learning Facilitator /Humanities & Soc.  
Sci./ SAC

Effective: 05/28/16 – 06/04/16

Conover, Andrea  
Instructional Assistant/ Student Services/  
SAC

Effective: 07/01/16 – 08/05/16

Dassero, Sarah  
Learning Facilitator /Humanities & Soc.  
Sci./ SAC

Effective: 05/28/16 – 06/04/16

Dubell, Kathleen  
Learning Facilitator /Humanities & Soc.  
Sci./ SAC

Effective: 05/28/16 – 06/04/16  
Not to exceed 19 consecutive days in any  
given period.

Herrera, Daniel  
Instructional Assistant/ Humanities & Soc.  
Sci./ SAC

Effective: 05/28/16 – 06/04/16  
Not to exceed 19 consecutive days in any  
given period.

Medina Alarcon, Alondra  
Instructional Assistant/ Humanities & Soc.  
Sci./ SAC

Effective: 05/28/16 – 06/04/16

*Change in Temporary Assignment cont'd*

Medina La Rosa, Jorge  
Learning Facilitator /Humanities & Soc.  
Sci./ SAC

Effective: 05/28/16 – 06/04/16

Rangel, Kevin  
Instructional Assistant/ Humanities & Soc.  
Sci./ SAC

Effective: 05/28/16 – 06/04/16

*Additional Hours for Ongoing Assignment*

Aburto, Guadalupe  
Admissions & Records Spec. I/ School of  
Continuing Education/ SAC

Effective: 07/01/16 – 06/30/17  
Not to exceed 19 consecutive days in any  
given period.

Alcaraz, Arasha  
Custodian/ School of Continuing  
Education/ SAC

Effective: 07/01/16 – 06/30/17  
Not to exceed 19 consecutive days in any  
given period.

Alcaraz, Arasha  
Instructional Assistant/ School of  
Continuing Education/ SAC

Effective: 07/01/16 – 06/30/17  
Not to exceed 19 consecutive days in any  
given period.

Amaton, Jose  
Custodian/ School of Continuing  
Education/ SAC

Effective: 07/01/16 – 06/30/17  
Not to exceed 19 consecutive days in any  
given period.

Avila, Edgar  
District Safety Officer/ District Safety  
/District

Effective: 07/01/16 – 06/30/17  
Not to exceed 19 consecutive days in any  
given period.

Ball, Grace  
DSPS Specialist/ Counseling/ SAC

Effective: 07/01/16 – 06/30/17  
Not to exceed 19 consecutive days in any  
given period.

Barbery, Monika  
Counseling Assistant/ School of  
Continuing Education/ SAC

Effective: 07/01/16 – 06/30/17  
Not to exceed 19 consecutive days in any  
given period.

Barbery, Monika  
Student Program Specialist/ School of  
Continuing Education/ SAC

Effective: 07/01/16 – 06/30/17  
Not to exceed 19 consecutive days in any  
given period.

*Additional Hours for Ongoing Assignment cont'd*

Cadenas, Abimael Instructional Assistant/ School of Continuing Education/ SAC	Effective: 06/03/16 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Camarena, Evangelina Intermediate Clerk/ School of Continuing Education/ SAC	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Cardenas, Maria Intermediate Clerk/ School of Continuing Education/ SAC	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Carino, Fabiola CDC Cook/Nutrition Spec./ Child Dev. Services/ School of Continuing Education/ SAC	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Chaikaew, Jarunee Instructional Assistant/ School of Continuing Education/ SAC	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Chang, Mary Instructional Assistant/ School of Continuing Education/ SAC	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Clayton, Joe District Safety Officer/ District Safety /District	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Counts, Christopher District Safety Officer/ District Safety/ District	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Danley, Nicole Instructional Assistant/ School of Continuing Education/ SAC	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Delgado, Juan District Safety Officer/ District Safety /District	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.

*Additional Hours for Ongoing Assignment cont'd*

Escobar, Alfonso District Safety Officer/ District Safety /District	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Escobar, David District Safety Officer/ District Safety /District	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Esparza, Felipe Instructional Assistant/ School of Continuing Education/ SAC	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Flores, Juan Instructional Assistant/ School of Continuing Education/ SAC	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Gahbler, Marisol Instructional Assistant/ School of Continuing Education/ SAC	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Gandarilla, Frank Instructional Assistant/ School of Continuing Education/ SAC	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Garcia Sanchez, Juan Instructional Assistant/ School of Continuing Education/ SAC	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Garcia, Alejandra CDC Cook/Nutrition Spec./ Child Dev. Services/ SAC	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Garcia, Jorge Publications Assistant/ School of Continuing Education/ SAC	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Garcia, Patricia Instructional Assistant/ School of Continuing Education/ SAC	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Gonzales, Freddie District Safety Officer/ District Safety /District	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.

*Additional Hours for Ongoing Assignment cont'd*

Gonzalez, Jaime District Safety Officer/ District	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Guillen, Patricia Instructional Assistant/ School of Continuing Education/ SAC	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Hammond, Diana Publications Assistant/ School of Continuing Education/ SAC	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Harris, Courtney District Safety Officer/ District	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Hernandez Morales, Arturo Instructional Assistant/ School of Continuing Education/ SAC	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Hernandez, Eric Custodian/ School of Continuing Education/ SAC	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Hernandez, Louis Test Proctor/ Counseling/ SAC	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Knepper, Maria Instructional Assistant/ School of Continuing Education/ SAC	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Kusenda, Paula Student Program Specialist/ School of Continuing Education/ SAC	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Lee, Patrick District Safety Officer/ District	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Leung, Sharon Intermediate Clerk/ School of Continuing Education/ SAC	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.

*Additional Hours for Ongoing Assignment cont'd*

Lomeli, Elizabeth Student Services Specialist/ Student Services/ SAC	Effective: 07/01/16 – 08/30/16 Not to exceed 19 consecutive days in any given period.
Lopez Sotelo, Eduardo District Safety Officer/ District	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Lopez, Jesus Instructional Center Tech./ School of Continuing Education/ SAC	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Martes, David District Safety Officer/ District	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Martinez Escutia, Jazmin Assessment Assistant/ Counseling/ SAC	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Martinez, Daniel District Safety Officer/ District	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Medina, Emiliano Custodian/ Child Dev. Services/ School of Continuing Education/ SAC	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Montanez, Jesse District Safety Officer/ District	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Moreno, Monique Admissions & Records Spec. I/ School of Continuing Education/ SAC	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Navarrete, Luz Instructional Assistant/ School of Continuing Education/ SAC	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.

*Additional Hours for Ongoing Assignment cont'd*

Nguyen, Johnny Instructional Assistant/ School of Continuing Education/ SAC	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Nguyen, Trinity Science Storekeeper/Lab Tech./ Science & Math /SCC	Effective: 06/13/16 – 06/28/16 Not to exceed 19 consecutive days in any given period.
Palencia Funes, Debora Instructional Assistant/ Science & Math /SAC	Effective: 07/01/16 – 08/06/16 Not to exceed 19 consecutive days in any given period.
Pena Arias, Marisol Counseling Assistant/ School of Continuing Education/ SAC	Effective: 07/01/16 – 04/22/17 Not to exceed 19 consecutive days in any given period.
Pita, Lazaro District Safety Officer/ District	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Pugeli, William Instructional Assistant/ Science & Math /SCC	Effective: 06/13/16 – 12/09/16 Not to exceed 19 consecutive days in any given period.
Ramirez, German Instructional Assistant/ School of Continuing Education/ SAC	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Rodriguez, Rosalba Instructional Assistant/ School of Continuing Education/ SAC	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Saunders, Maureen Intermediate Clerk/ School of Continuing Education/ SAC	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Serratos, Karina Instructional Assistant/ School of Continuing Education/ SAC	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Silva, Nancy Instructional Assistant/ School of Continuing Education/ SAC	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.

*Additional Hours for Ongoing Assignment cont'd*

Stewart, Christine  
Admissions & Records Spec. I/  
Admissions/ SAC  
Effective: 05/09/16 – 06/30/16  
07/19/16 – 06/30/17  
Not to exceed 19 consecutive days in any  
given period.

Stukey, Shawna  
Instructional Assistant/ School of  
Continuing Education/ SAC  
Effective: 07/01/16 – 06/30/17  
Not to exceed 19 consecutive days in any  
given period.

Taylor, Katherine  
Admissions & Records Spec. I/  
Admissions/ SAC  
Effective: 05/09/16 – 06/23/16  
07/19/16 – 06/30/17  
Not to exceed 19 consecutive days in any  
given period.

Valdovinos, Liliana  
Instructional Assistant/ School of  
Continuing Education/ SAC  
Effective: 07/01/16 – 06/30/17  
Not to exceed 19 consecutive days in any  
given period.

Valdovinos, Liliana  
Instructional Assistant/ School of  
Continuing Education/ SAC  
Effective: 07/01/16 – 06/30/17  
Not to exceed 19 consecutive days in any  
given period.

Vu, Amy  
Instructional Assistant/ School of  
Continuing Education/ SAC  
Effective: 07/01/16 – 06/30/17  
Not to exceed 19 consecutive days in any  
given period.

Wilson, Robert  
Instructional Assistant/ School of  
Continuing Education/ SAC  
Effective: 07/01/16 – 06/30/17  
Not to exceed 19 consecutive days in any  
given period.

*Substitute Assignments*

Arroyo, Judy  
Administrative Clerk/ School of  
Continuing Education/ SAC  
Effective: 06/01/16 – 06/30/16

Avila, Edgar  
District Safety Officer/ District Safety  
/District  
Effective: 07/01/16 – 06/30/17  
Not to exceed 19 consecutive days in any  
given period.

*Substitute Assignments cont'd*

Carapia, Jerry District Safety Officer/ District Safety /District	Effective: 07/01/16 – 06/30/17
Cervantes, Cynthia Transfer Center Spec./ Counseling/ SAC	Effective: 07/01/16 – 06/30/17
Clayton, Joe District Safety Officer/ District Safety /District	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Concepcion, Alexandra Counseling Assistant/ School of Continuing Education/ SAC	Effective: 07/05/16 – 06/30/17
Counts, Christopher District Safety Officer/ District Safety/ District	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Cruz, Alexandro District Safety Officer/ District	Effective: 07/01/16 – 06/30/17
Delgado, Juan District Safety Officer/ District Safety /District	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Dominguez, Michael Custodian/ Admin. Services/ SCC	Effective: 06/06/16 – 06/30/16
Eaton, Michael District Safety Officer/ District Safety / District	Effective: 07/01/16 – 06/30/17
Escobar, Alfonso District Safety Officer/ District Safety /District	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Escobar, David District Safety Officer/ District Safety /District	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Estrada, Gilberto Custodian/ OEC/ SCC	Effective: 07/01/16 – 06/30/17

*Substitute Assignments cont'd*

Fragoso, Isela General Office Clerk/ OEC/ SCC	Effective: 06/20/16 – 08/18/16
Gaughan, Sydney Cashier/ Auxiliary Services/District	Effective: 06/20/16 – 06/30/16
Gonzales, Freddie District Safety Officer/ District Safety /District	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Gonzalez, Jaime District Safety Officer/ District	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Gude Rodriguez, Susana Instructional Assistant/ School of Continuing Education/ SAC	Effective: 06/14/16 – 06/30/16 07/05/16 – 06/30/17
Harris, Courtney District Safety Officer/ District	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Hernandez, Clemente District Safety Officer/ District Safety /District	Effective: 07/01/16 – 06/30/17
Herrera, Abel Custodian/ School of Continuing Education/ SAC	Effective: 07/04/16 – 04/22/17
Kong, Tyan District Safety Officer /District Safety /District	Effective: 07/01/16 – 06/30/17
Lee, Patrick District Safety Officer/ District	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Lim, David District Safety Officer/ District Safety /District	Effective: 07/01/16 – 06/30/17

*Substitute Assignments cont'd*

Lopez Sotelo, Eduardo District Safety Officer/ District	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Martes, David District Safety Officer/ District	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Martinez, Daniel District Safety Officer/ District	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Montanez, Jesse District Safety Officer/ District	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Morales, Adriana Intermediate Account Clerk/ School of Continuing Education/ SAC	Effective: 07/01/16 – 10/31/16
Nguyen, Helen Admissions & Records Spec. I/ School of Continuing Education/ SAC	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Pacheco, Mercedes District Safety Officer/ District Safety /District	Effective: 07/01/16 – 06/30/17
Panotes, James Custodian/ Facilities Planning/ District	Effective: 07/01/16 – 10/29/16
Pinedo, David District Safety Officer/ District Safety /District	Effective: 07/01/16 – 06/30/17
Pita, Lazaro District Safety Officer/ District	Effective: 07/01/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Romo, Alma Intermediate Clerk/ School of Continuing Education/ SAC	Effective: 05/11/16 – 06/21/16

Substitute Assignments cont'd

Silva, Cesar District Safety Officer/ District Safety /District	Effective: 07/01/16 – 06/30/17
Turino, Christopher District Safety Officer/ District Safety /District	Effective: 07/01/16 – 06/30/17
Uicab Noh, Jose Custodian/ School of Continuing Education/ SAC	Effective: 07/04/16 – 04/22/17
Vazquez, Evelyn District Safety Officer/ District Safety /District	Effective: 07/01/16 – 06/30/17
Weathersby, Brandon District Safety Officer/ District Safety /District	Effective: 07/01/16 – 06/30/17
White, Joseph District Safety Officer/ District	Effective: 07/01/16 – 06/30/17

**MISCELLANEOUS POSITIONS**

Alderette, Xavier Model/ Arts, Humanities & Soc. Sci./ SCC	Effective: 08/22/16 – 06/10/17
Alimo, Michael Community Services Presenter/ OEC/ SCC	Effective: 06/20/16
Beck, Jonathan Model/ Art, Humanities & Soc. Sci./ SCC	Effective: 08/22/16 – 06/10/17
Blackwell, Jana Model/ Art, Humanities & Soc. Sci./ SCC	Effective: 08/22/16 – 06/10/17
Blackwell, Pamela Model/ Art, Humanities & Soc. Sci./ SCC	Effective: 08/22/16 – 02/13/17

**MISCELLANEOUS POSITIONS cont'd**

Brown, Michael Presenter III/ CTI/ Ed. Services	Effective: 07/01/16 – 06/30/17
Childs, Wendy Sign Language Interpreter II/ DSPS/ SAC	Effective: 07/01/16
Cole, John Model/ Art, Humanities & Soc. Sci./ SCC	Effective: 08/22/16 – 06/10/17
Dascenzo, Christina Sign Language Interpreter II/ DSPS/ SAC	Effective: 07/01/16
Depetris, Gina Sign Language Interpreter II/ DSPS/ SAC	Effective: 07/01/16
Dunn, Paula Sign Language Interpreter VII/ DSPS/ SAC	Effective: 07/01/16
Fernandez, Rosario Child Dev. Intern I/ Child Dev. Services/ SAC	Effective: 06/15/16 – 06/30/16 07/01/16 – 06/30/17
Gutierrez, Lorena Child Dev. Intern I/ Child Dev. Services/ SAC	Effective: 06/06/16 – 06/30/16 07/01/16 – 06/30/17
Hawkins, Jimmy Sign Language Interpreter VII/ DSPS/ SAC	Effective: 07/01/16
Heyser, Marlene Presenter III/ CTI/ Ed. Services	Effective: 07/01/16 – 06/30/17
Huang, Julia Presenter II/ Admissions/ SAC	Effective: 07/19/16 – 06/30/17
Jarl, Peter Model/ Art, Humanities & Soc. Sci./ SCC	Effective: 08/22/16 – 06/10/17
Johnson, Tynisha Sign Language Interpreter III/ DSPS/ SAC	Effective: 07/01/16

**MISCELLANEOUS POSITIONS cont'd**

Lemoi, Michelle Sign Language Interpreter III/ DSPTS/ SAC	Effective: 07/01/16
Liberato, Gladys Child Dev. Intern I/ Child Dev. Services/ SAC	Effective: 06/13/16 – 06/30/16 07/01/16 – 06/30/17
Lim, Geu Presenter II/ Admissions/ SAC	Effective: 07/19/16 – 06/30/17
Lin, Donna Presenter II/ Admissions/ SAC	Effective: 07/19/16 – 06/30/17
Mejia Ochoa, Dulce Child Dev. Intern I/ Child Dev. Services/ SAC	Effective: 06/15/16 – 06/30/16 07/01/16 – 06/30/17
Omita, Mark Sign Language Interpreter II/ DSPTS/ SAC	Effective: 07/01/16
Ordaz, Vanessa Sign Language Interpreter VII/ DSPTS/ SAC	Effective: 07/01/16
Oshiro, Gail Sign Language Interpreter IV/ DSPTS/ SAC	Effective: 07/01/16
Otterbach, Denise Sign Language Interpreter II/ DSPTS/ SAC	Effective: 07/01/16
Portillo, Darwin Residential Assistant I/ Student Affairs/ SAC	Effective: 07/01/16 – 08/12/16
Ramos, Martha Child Dev. Intern I/ Child Dev. Services/ SAC	Effective: 06/03/16 – 06/30/16 07/01/16 – 06/30/17
Sabau, Bianca Presenter II/ Admissions/ SAC	Effective: 07/19/16 – 06/30/17

**MISCELLANEOUS POSITIONS cont'd**

Shiba, Lisa Sign Language Interpreter IV/ DSPS/ SAC	Effective: 07/01/16
Shields, Cindy Sign Language Interpreter IV/ DSPS/ SAC	Effective: 07/01/16
Smith, Elizabeth Sign Language Interpreter V/ DSPS/ SAC	Effective: 07/01/16
Story, Forrest Presenter III/ CTI/ Ed. Services	Effective: 07/01/16 – 06/30/17
Taylor, Virginia Sign Language Interpreter IV/ DSPS/ SAC	Effective: 07/01/16
Ticono, Carol Child Dev. Intern III/ Child Dev. Services/ SAC	Effective: 07/01/16 – 06/30/17
Turner, Tracey Model/ Art, Humanities & Soc. Sci./ SCC	Effective: 08/22/16 – 06/10/17
Vargas, Kristina Child Dev. Intern I/ Child Dev. Services/ SAC	Effective: 06/06/16 – 06/30/16 07/01/16 – 06/30/17
Villicana, Jessica Child Dev. Intern I/ Child Dev. Services/ SAC	Effective: 06/02/16 – 06/30/16 07/01/16 – 06/30/17
Woolard, Caleb Sign Language Interpreter VII/ DSPS/ SAC	Effective: 07/01/16 – 06/30/17



**VOLUNTEERS**

Beirne, Courtney Volunteer/ Counseling/ SAC	Effective: 07/19/16 – 06/30/17
Gallardo, Jessica Student Driver/ Science & Math / SAC	Effective: 07/19/16 – 06/30/17
Kroeger, Scott Student Driver/ Science & Math /SAC	Effective: 07/19/16 – 06/30/17
Leopo, Deborha Student Driver/ Science & Math /SAC	Effective: 07/19/16 – 06/30/17
McKibbon, Alison Volunteer/ Kinesiology/ SAC	Effective: 08/01/16 – 05/31/17
Ramirez, John Volunteer/ Kinesiology/ SAC	Effective: 07/19/16 – 06/30/17
Toro, Miguel Student Driver/ District Safety/ District	Effective: 07/19/16 – 06/30/17
Zulueta, Sean Student Driver/ Science & Math /SAC	Effective: 07/19/16 – 06/30/17

**SANTA ANA COLLEGE  
STUDENT ASSISTANT LIST**

Aguilera, Luz A.	Effective:	07/01/16-06/30/17
Alvarado, Ronnie L.	Effective:	07/01/16-06/30/17
Arriaza, Nancy	Effective:	07/01/16-06/30/17
Arzola, Katrina N.	Effective:	07/01/16-06/30/17
Avila, Karina	Effective:	07/01/16-06/30/17
Avila, Mireya	Effective:	07/01/16-06/30/17
Bacilio Dominguez, Brenda	Effective:	07/01/16-06/30/17
Baeza, Josefina	Effective:	07/01/16-06/30/17
Banda, Angela	Effective:	07/01/16-06/30/17
Barahona Umana, Carmen E.	Effective:	07/01/16-06/30/17
Barajas, Brianna	Effective:	07/01/16-06/30/17
Becerra, Eliza B.	Effective:	07/01/16-06/30/17
Becerril, Alejandra	Effective:	07/01/16-06/30/17
Bolainez, Elvis J.	Effective:	07/01/16-06/30/17
Box, Shelly J.	Effective:	07/01/16-06/30/17
Bui, Luan K.	Effective:	07/01/16-06/30/17
Bustamante, Maribel	Effective:	07/01/16-06/30/17
Cabral Pinedo, Perla I.	Effective:	07/01/16-06/30/17
Castaneda, Felipe	Effective:	06/08/16-06/30/16
Castaneda, Felipe	Effective:	07/01/16-06/30/17
Castellon, Vanessa	Effective:	07/01/16-06/30/17
Castillo, Monica Y.	Effective:	07/01/16-06/30/17
Cisneros-Avina, Ingrid F.	Effective:	07/01/16-06/30/17
Coria, Juan	Effective:	07/01/16-06/30/17
Corona, Jacqueline	Effective:	07/01/16-06/30/17
Corza, Alejandra	Effective:	07/01/16-06/30/17
Cruz, Ana R.	Effective:	07/01/16-06/30/17
Eufracio, David	Effective:	07/01/16-06/30/17
Flores, Zaira	Effective:	06/09/16-06/30/16
Flores, Zaira	Effective:	07/01/16-06/30/17
Frias, Samuel I.	Effective:	07/01/16-06/30/17
Galvan, Ruby D.	Effective:	07/01/16-06/30/17
Garcia, Erika G.	Effective:	07/01/16-06/30/17
Garcia, Maria D.	Effective:	07/01/16-06/30/17
Garcia, Priscilla M.	Effective:	07/01/16-06/30/17
Garibay, Brenda G.	Effective:	07/01/16-06/30/17
Gomez, Diana R.	Effective:	07/01/16-06/30/17
Gonzalez, Eldia X.	Effective:	06/06/16-06/30/16
Gonzalez, Eldia X.	Effective:	07/01/16-06/30/17
Gonzalez, Jessica	Effective:	07/01/16-06/30/17
Gonzalez, Nancy N.	Effective:	07/01/16-06/30/17
Gonzalez, Victoria	Effective:	07/01/16-06/30/17
Grajeda Cortes, Cynthia M.	Effective:	07/01/16-06/30/17
Hernandez Casarez, Teresa	Effective:	07/01/16-06/30/17
Hildebrandt, Mirella	Effective:	07/01/16-06/30/17

**SANTA ANA COLLEGE  
STUDENT ASSISTANT LIST cont'd**

Inoue, Keito	Effective:	07/01/16-06/30/17
Isordia Araiza, Claudia M.	Effective:	07/01/16-06/30/17
Jaimes, America I.	Effective:	07/01/16-06/30/17
Jimenez Figueroa, Sarai	Effective:	07/01/16-06/30/17
Juarez-Bedolla, Rebecca A.	Effective:	07/01/16-06/30/17
Juarez Palafox, Ana C.	Effective:	07/01/16-06/30/17
Le, Christine H.	Effective:	07/01/16-06/30/17
Lopez, Lauren N.	Effective:	07/01/16-06/30/17
Lopez, Mariana C.	Effective:	07/01/16-06/30/17
Lopez Alvarado, Karen L.	Effective:	07/01/16-06/30/17
Lopez Espinosa, Karla F.	Effective:	07/01/16-06/30/17
Macias, Andrea	Effective:	06/13/16-06/30/16
Macias, Andrea	Effective:	07/01/16-06/30/17
Margo, Kaylah B.	Effective:	06/28/16-06/30/16
Margo, Kaylah B.	Effective:	07/01/16-06/30/17
Mariscal Rubio, Sandra S.	Effective:	07/01/16-06/30/17
Matas de Zelaya, Ana M.	Effective:	07/01/16-06/30/17
Mateo Martinez, Norail F.	Effective:	07/01/16-06/30/17
Melendez, Rebecca	Effective:	07/01/16-06/30/17
Mendez, Guadalupe Y.	Effective:	07/01/16-06/30/17
Mendoza, Jennifer H.	Effective:	07/01/16-06/30/17
Miranda, Vanessa	Effective:	07/01/16-06/30/17
Morales Esquivel, Maria C.	Effective:	07/01/16-06/30/17
Muniz, Christopher G.	Effective:	07/01/16-06/30/17
Munoz, Laura V.	Effective:	07/01/16-06/30/17
Najar, D'Ann L.	Effective:	07/01/16-06/30/17
Nguyen, Ngan T.	Effective:	07/01/16-06/30/17
Ornelas, Cristina	Effective:	06/08/16-06/30/16
Ornelas, Cristina	Effective:	07/01/16-06/30/17
Orozco Alvarez, Rita J.	Effective:	07/01/16-06/30/17
Palomino Neri, Maria G.	Effective:	07/01/16-06/30/17
Parada Soto, Jessica M.	Effective:	07/01/16-06/30/17
Pham, Katherine D.	Effective:	07/01/16-06/30/17
Pham, Phuong T.	Effective:	07/01/16-06/30/17
Pineda, Reyna	Effective:	07/01/16-06/30/17
Plascencia, Daniel	Effective:	06/16/16-06/30/16
Plascencia, Daniel	Effective:	07/01/16-06/30/17
Quinonez, Fernando P.	Effective:	07/01/16-06/30/17
Ramirez, Nancy	Effective:	07/01/16-06/30/17
Ramirez, Patricia	Effective:	07/01/16-06/30/17
Razo, Adriana	Effective:	07/01/16-06/30/17
Reyes, Rigoberto	Effective:	07/01/16-06/30/17
Rivera, Katia	Effective:	07/01/16-06/30/17
Rodriguez, Humberto D.	Effective:	07/01/16-06/30/17
Rodriguez, Juana S.	Effective:	07/01/16-06/30/17
Rodriguez, Mileydy R.	Effective:	07/01/16-06/30/17

**SANTA ANA COLLEGE  
STUDENT ASSISTANT LIST cont'd**

Rodriguez Alvarado, Liliana	Effective:	07/01/16-06/30/17
Roman Sanchez, Karen	Effective:	07/01/16-06/30/17
Romero, Candy	Effective:	07/01/16-06/30/17
Ruiz, Cristina V.	Effective:	07/01/16-06/30/17
Ruiz, Paula	Effective:	07/01/16-06/30/17
Salazar, Rosa M.	Effective:	07/01/16-06/30/17
Seo, Kuiyoung	Effective:	07/01/16-06/30/17
Serratos, Raquel	Effective:	06/13/16-06/30/16
Serratos, Raquel	Effective:	07/01/16-06/30/17
Sok, Cham Roeyun	Effective:	07/01/16-06/30/17
Sotelo Lovera, Reyna	Effective:	07/01/16-06/30/17
Tepayotl, Quetzalin	Effective:	07/01/16-06/30/17
Toro, Miguel A.	Effective:	07/01/16-06/30/17
Tran, Lan T.	Effective:	07/01/16-06/30/17
Vasquez-Bruno, Allyson	Effective:	07/01/16-06/30/17
Velez, Yesenia I.	Effective:	07/01/16-06/30/17
Vera, Stephanie	Effective:	07/01/16-06/30/17
Vieyra, Deanna	Effective:	07/01/16-06/30/17
Weber, Elizabeth M.	Effective:	06/13/16-06/30/16
Weber, Elizabeth M.	Effective:	07/01/16-06/30/17

Cacho, Lizet

Counseling: Students 4 Students Peer Mentor \$1400.00 One Time Stipend Spring 2016  
Effective: 04/26/16-06/10/16

Campos, Eric

Counseling: Students 4 Students Peer Mentor \$750.00 One Time Stipend Spring 2016  
Effective: 04/26/16-06/10/16

Chavez, Laura

Counseling: University Transfer Center \$200.00 One Time Stipend Spring 2016  
Effective: 05/11/16-06/10/16

Correa, Jesus

Counseling: University Transfer Center \$200.00 One Time Stipend Spring 2016  
Effective: 05/11/16-06/10/16

Hernandez Lopez, Adrian

Counseling: University Transfer Center \$200.00 One Time Stipend Spring 2016  
Effective: 05/11/16-06/10/16

Liberato, Gladys

Counseling: University Transfer Center \$200.00 One Time Stipend Spring 2016  
Effective: 05/11/16-06/10/16

Miranda, Vanessa

Counseling: University Transfer Center \$200.00 One Time Stipend Spring 2016  
Effective: 05/11/16-06/10/16

Nieto, Carolina

Counseling: University Transfer Center \$200.00 One Time Stipend Spring 2016  
Effective: 05/11/16-06/10/16

**SANTA ANA COLLEGE  
STUDENT ASSISTANT LIST cont'd**

Pham, Han H.

Counseling: University Transfer Center \$200.00 One Time Stipend Spring 2016  
Effective: 05/11/16-06/10/16

Rodriguez, Jesus D.

Counseling: University Transfer Center \$200.00 One Time Stipend Spring 2016  
Effective: 05/11/16-06/10/16

Rodriguez, Juana S.

Counseling: Center for Teacher Education \$500.00 One Time Stipend Spring 2016  
Effective: 02/08/16-06/03/16

Romero, Gladys

Counseling: University Transfer Center \$200.00 One Time Stipend Spring 2016  
Effective: 05/11/16-06/10/16

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

**2015-2016**

Davalos, Leonel	Effective: 06/13/2016 – 06/30/2016
De Loera, Diego De Jesus	Effective: 05/31/2016 – 06/30/2016
Derakhshanfar, Ariyan	Effective: 06/20/2016 – 06/30/2016
Dominguez, Michelle	Effective: 06/13/2016 – 06/30/2016
Narciso, Kaila	Effective: 06/01/2016 – 06/30/2016

**2016-2017**

Alcala, Katia	Effective: 07/01/2016 – 06/30/2017
Angel, Zuceli	Effective: 07/05/2016 – 06/30/2017
Aragon, Adrian	Effective: 07/05/2016 – 06/30/2017
Baldizon, Alexa	Effective: 07/05/2016 – 06/30/2017
Blount, Jazman	Effective: 07/02/2016 – 06/30/2017
Cabrera, Shannon	Effective: 07/05/2016 – 06/30/2017
Campos, Michael	Effective: 07/01/2016 – 06/30/2017
Cravens, Gabrielle	Effective: 07/05/2016 – 06/30/2017
Dao, Nhi	Effective: 07/05/2016 – 06/30/2017
Davalos, Leonel	Effective: 07/05/2016 – 06/30/2017
Delgado Guzman, Abiezer	Effective: 07/05/2016 – 06/30/2017
Derakhshanfar, Ariyan	Effective: 07/05/2016 – 06/30/2017
DeRosas, Iris	Effective: 07/01/2016 – 06/30/2017
DeRosas, Lisset	Effective: 07/01/2016 – 06/30/2017
DeRosas, Maria	Effective: 07/01/2016 – 06/30/2017
Diaz Pedraza, Prisila	Effective: 07/05/2016 – 06/30/2017
Dickerson, Cory	Effective: 07/05/2016 – 06/30/2017
Dominguez, Michelle	Effective: 07/05/2016 – 06/30/2017
Galia, Christine	Effective: 07/01/2016 – 06/30/2017
Galicia Vega, Victoria	Effective: 07/01/2016 – 06/30/2017
Gomez Brito, Maria de le Angeles	Effective: 07/05/2016 – 06/30/2017
Gutierrez Garcia, Maria	Effective: 07/01/2016 – 06/30/2017
Haddadin, Anthony	Effective: 07/05/2016 – 06/30/2017
Kovacs, JoAnne	Effective: 07/01/2016 – 06/30/2017
Leal, Karina	Effective: 07/05/2016 – 06/30/2017
Lee, Erika	Effective: 07/05/2016 – 06/30/2017
Martins Schuch, Anna	Effective: 07/05/2016 – 06/30/2017
Moore, Spencer	Effective: 07/05/2016 – 06/30/2017
Nguyen, Theresa	Effective: 07/01/2016 – 06/30/2017
Palomo, Diana	Effective: 07/01/2016 – 06/30/2017
Portillo, Jose	Effective: 07/05/2016 – 06/30/2017
Razo, Asusena	Effective: 07/01/2016 – 06/30/2017
Richter, Sara	Effective: 07/05/2016 – 06/30/2017

**Santiago Canyon College  
STUDENT ASSISTANT NEW HIRE LIST cont'd  
2016-2017**

Rios, Geena	Effective: 07/05/2016 – 06/30/2017
Rios, Vanessa	Effective: 07/05/2016 – 06/30/2017
Salmeron, Andrew	Effective: 07/05/2016 – 06/30/2017
Salmeron, Kirk	Effective: 07/05/2016 – 06/30/2017
Sanchez, Daisy	Effective: 07/05/2016 – 06/30/2017
Schinowsky, Jonathan	Effective: 07/05/2016 – 06/30/2017
Shuss, Sabrina	Effective: 07/05/2016 – 06/30/2017
Solis, Brian	Effective: 07/05/2016 – 06/30/2017
Vanderlinde, Nerissa	Effective: 07/01/2016 – 06/30/2017
Vasquez, Yajaira	Effective: 07/01/2016 – 06/30/2017
Vega, Angie	Effective: 07/05/2016 – 06/30/2017
Villasenor, Michael	Effective: 07/05/2016 – 06/30/2017
Villeda, Aileen	Effective: 07/01/2016 – 06/30/2017
Zaragoza, Ziomara	Effective: 07/01/2016 – 06/30/2017

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Human Resources and Educational Services

To:	Board of Trustees	Date: July 18, 2016
Re:	Presentation of California School Employees Association Chapter 579 Initial Bargaining Proposal to the Rancho Santiago Community College District.	
Action:	Receipt of Initial Bargaining Proposal and Request for Approval to Schedule Public Hearing	

**BACKGROUND**

Pursuant to Government Code Section 3547(a) the initial bargaining proposal of California School Employees Association Chapter 579 to the Rancho Santiago Community College District is presented for your information. The Government Code also requires that the Board of Trustees conduct a public hearing on this proposal at its next regularly scheduled meeting.

**ANALYSIS**

Contract negotiations cannot begin until after the Board of Trustees conducts a public hearing on the CSEA proposal at its next meeting.

**RECOMMENDATION**

It is recommended that the Board of Trustees schedule a public hearing for August 15, 2016.

Fiscal Impact: To be Determined	Board Date: July 18, 2016
Item Prepared by: Judyanne Chitlik Vice Chancellor, Human Resources	
Item Submitted by: Judyanne Chitlik Vice Chancellor, Human Resources	
Item Recommended by: Raúl Rodriguez, Ph.D., Chancellor	

**California School Employees Association  
and its  
Rancho Santiago Community College  
Chapter #579  
Successor Proposal  
for 2016**

Dear Ms. Chitlik,

Please accept the following as CSEA's initial proposal for successor negotiation expiring 2013-2016 collective bargaining agreement. Please feel free to commence with any notification requirements that the District may have.

**Article 4- Negotiations**

CSEA has an interest in amending negotiations time allotments.

**Article 7 -Association Rights**

CSEA has an interest in discussing parity for CSEA in its ability to represent its membership.

**Article 11 – Holiday Lave**

CSEA has an interest in establishing permanence in currently practiced holiday times.

**Article 12 - Vacation Leave**

CSEA has an interest in increasing the amount of vacation accrual max amount.

**Article 14 - Wages and Hours**

CSEA is interested in a fair and reasonable wage increase commiserate with industry standards as well as discuss longevity increments.

**Article 15- District Safety Department**

CSEA wishes to address concerns in shift assignments.

**Article 17 - Transfers, Promotions and Recruitments**

CSEA has an interest in clarifying language in this article in order to promote clarity and transparency.

**Article 19- Health and Welfare**

CSEA has an interest in discussing coverage and benefits expansion.

**Article 20- Mileage, Conference Reimbursement and Parking**

CSEA has an interest in addressing employee parking fees.

**Article 22-Professional Growth**

CSEA has an interest in expanding criteria and increasing professional growth opportunities.

**Article 23 - Layoffs**

CSEA has an interest in clarifying and providing additional definition to seniority.

**Article 26 - Reclassification**

CSEA has an interest clarifying the process and redefining the appeals process.

CSEA reserves the right to open additional articles during the negotiations process.

Sincerely,

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Sean Small  
Chapter President  
CSEA RSCCD #579