

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)
Board of Trustees (Regular meeting)
Monday, September 12, 2016
Santa Ana College Orange County Sheriff's Regional Training Academy
15991 Armstrong Avenue, Multi-Purpose Room #118
Tustin, CA 92782

This meeting will include a teleconference location:
4290 Holly Street, Denver, Colorado 80216

District Mission

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

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

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

Americans with Disabilities Acts (ADA)

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

A G E N D A

1.0 PROCEDURAL MATTERS 4:30 p.m.

1.1 Call to Order

1.2 Pledge of Allegiance to the United States Flag

1.3 Approval of Additions or Corrections to Agenda Action

1.4 Public Comment

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

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

1.5 Approval of Minutes – Regular meeting of August 15, 2016 Action

1.6 Approval of Consent Calendar Action

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

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

- 1.7 Presentation by Wells Fargo to Orange County Small Business Development Center (SBDC)
- 1.8 Public Hearing – 2016-2017 Proposed Adopted Budget
- 1.9 Public Hearing – Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to California School Employees Association (CSEA) Chapter 579

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 Facilities Committee

3.0 INSTRUCTION

- *3.1 Approval of Amendment #5 to Criminal Justice Academies (CJA) Agreement (MA-060-11010909) Action

The administration recommends approval of amendment #5 to CJA agreement MA-060-11010909 with the County of Orange in Santa Ana, California.
- *3.2 Approval of Amendment #10 to CJA Agreement (Z1000000068) - County of Orange Action

The administration recommends approval of amendment #10 to CJA agreement Z1000000068 with the County of Orange in Santa Ana, California.
- *3.3 Approval of Renewal of Nursing, Health Sciences, Speech Language Pathology, Occupational Therapy Assistant, Pharmacy Technician Program Agreement – Orange County Global Medical Center Action

The administration recommends approval of the affiliation agreement with the Orange County Global Medical Center located in Santa Ana, California.

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

- *3.4 Approval of Fire Technology Agreement Renewal: State of California, Department of Parks and Recreation Action
The administration recommends approval of the agreement renewal with the State of California, Department of Parks and Recreation in San Clemente, California.
- *3.5 Approval and Certification of Santa Ana College (SAC) School of Continuing Education High School Diploma Program Graduate List 2015-2016 Action
The administration recommends approval and certification of the list of SAC School of Continuing Education High School Diploma Program Graduates for 2015-2016.
- *3.6 Approval and Certification of Santiago Canyon College (SCC), Orange Education Center (OEC) High School Diploma Program Graduates for 2015-2016 Action
The administration recommends approval and certification of the list of SCC Orange Education Center High School Diploma Program Graduates for 2015-2016.
- *3.7 Approval of Memorandum of Understanding for Bridge Program with Orange Unified School District (OUSD) for 2016-2017 Action
The administration recommends approval of the Memorandum of Understanding for the Bridge Program between RSCCD and OUSD for the period of September 9, 2016, through June 30, 2017, as presented.
- *3.8 Approval of Agreement with Pacific Clinic's Recovery Education Institute Action
The administration recommends approval of the agreement with Pacific Clinic's Recovery Education Institute in Orange, California.
- *3.9 Approval of Clinical Affiliation Agreement for Athletic Training with California State University, Fullerton (CSUF) Action
The administration recommends approval of the clinical affiliation agreement for athletic training with CSUF.
- *3.10 Approval of Affiliation Agreement with Network Interpreting Services Action
The administration recommends approval of the affiliation agreement with Network Interpreting Services for sign language interpreter services for the period of September 13, 2016, through June 30, 2018.

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

- *4.1 Approval of Payment of Bills Action
The administration recommends payment of bills as submitted.

- *4.2 Approval of Budget Increases/Decreases and Budget Transfers Action
The administration recommends approval of budget increases, decreases and transfers ending the 2015-2016 fiscal year on June 30, 2016.
- *4.3 Approval of Intrafund and Interfund Budget Transfers Action
The administration recommends approval of the intrafund and interfund budget transfers ending the 2015-2016 fiscal year on June 30, 2016.
- 4.4 Approval of 2016-2017 Adopted Budget Action
The administration recommends approval of the 2016-2017 Adopted Budget as presented.
- *4.5 Approval of Amendment to Agreement with Lentz Morrissey Architects for Professional Design Services for Americans with Disabilities Act (ADA) Upgrades to District Office Action
The administration recommends approval of the amendment to the agreement with Lentz Morrissey Architects for professional design services for ADA upgrades to the district office as presented.
- *4.6 Approval of Amendment to Agreement with Koury Engineering & Testing, Inc. for Soils Testing and Inspection Services for Central Plant, Infrastructure and Mechanical Upgrades Project at Santa Ana College Action
The administration recommends approval of the amendment with Koury Engineering & Testing, Inc. for soils testing and inspection services for the Central Plant, infrastructure and mechanical upgrades project at SAC as presented.
- *4.7 Approval of Change Order #1 for Letner Roofing Company for Bid #1290 Building T (Student Cafeteria and Student Health) Roof Replacement Project at Santiago Canyon College (SCC) Action
The administration recommends approval of change order #1 for Letner Roofing Company for Bid #1290 Building T roof replacement project at SCC as presented.
- *4.8 Acceptance of Completion of Bid #1290 for Building T (Student Cafeteria and Student Health) Roof Replacement Project at Santiago Canyon College and Approval of Recording of a Notice of Completion Action
The administration recommends acceptance of the project as complete and approval of the filing of a Notice of Completion with the County as presented.
- *4.9 Award of Bid #1299 for ADA Improvements Phase 1 at Santiago Canyon College Action
The administration recommends awarding Bid #1299 to Golden Gate Construction for ADA Improvements Phase 1 at SCC as presented.

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

- *4.10 Ratification of Award of Bid #1288 for Storm Water Improvements at Santiago Canyon College Action
The administration recommends ratification of awarding Bid #1288 to Engineering Remediation Resources Group, Inc. for storm water improvements at SCC as presented.
- *4.11 Approval of Amendment to Agreement with Ninyo & Moore for Geohazard, Geotechnical, and Material Testing and Inspection Services at Orange Education Center (OEC) Action
The administration recommends approval of the amendment with Ninyo & Moore for geohazard, geotechnical, and material testing and inspection services at OEC for SCC as presented.
- *4.12 Approval of Legal Services Agreement – Atkinson, Andelson, Loya, Ruud & Romo Action
The administration recommends authorization be given to the Vice Chancellor of Business Operations/Fiscal Services or his designee to renew the proposed agreement between Rancho Santiago Community College District and Atkinson, Andelson, Loya, Ruud & Romo for the period of July 1, 2016, through June 30, 2018, as presented.
- *4.13 Approval of Legal Services Agreement - Bergman Dacey Goldsmith, PLC Action
The administration recommends authorization be given to the Vice Chancellor of Business Operations/Fiscal Services or his designee to renew the proposed agreement between Rancho Santiago Community College District and Bergman Dacey Goldsmith, PLC for the period of July 1, 2016, through June 30, 2018, as presented.
- *4.14 Approval of Legal Services Agreement – The Feldhake Law Firm Action
The administration recommends authorization be given to the Vice Chancellor of Business Operations/Fiscal Services or his designee to renew the proposed agreement between Rancho Santiago Community College District and The Feldhake Law Firm for the period of July 1, 2016, through June 30, 2018, as presented.

5.0 GENERAL

- *5.1 Approval of Resource Development Items Action
The administration recommends approval of budgets, acceptance of grants, and authorization for the Vice Chancellor of Business Operations/Fiscal Services or his designee to enter into a related contractual agreement on behalf of the district for the following:
- Small Business Development Center (SBDC) - Small \$25,000
 Business Access to Capital Santa Ana/Anaheim (District)

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

- *5.2 Approval of Sub-Agreements between RSCCD and Coast Community, Contra Costa, Los Rios, Mendocino-Lake, North Orange County, Palo Verde, Pasadena Area, Peralta, Solano County, Sonoma County Junior and Southwestern Community College Districts and Mt. San Jacinto College for Career Technical Education (CTE) Data Unlocked Grant Action
The administration recommends approval of the sub-agreements and authorization be given to the Vice Chancellor, Business Operations/ Fiscal Services or his designee to sign and enter into related contractual agreements on behalf of the district.
- *5.3 Approval of Sub-Agreement between RSCCD and Chaffey Community College District for CTE Data Unlocked 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.
- *5.4 Approval of Sub-Agreement between RSCCD and Mt. San Jacinto Community College District for CTE Data Unlocked 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.
- *5.5 Approval of Second Amendments to Sub-Agreements between RSCCD and California State University, Fullerton; Orange Unified School District; and Project Tomorrow for California Career Pathways Trust Grant – Year 2 Action
The administration recommends approval of the second amendments to the sub-agreements and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into related contractual agreements on behalf of the district.
- *5.6 Approval of Second Amendments to Sub-Agreements between RSCCD and North Orange County Community College District/Fullerton College, Garden Grove Unified School District, and Santa Ana Unified School District for California Career Pathways Trust Grant – Year 3 Action
The administration recommends approval of the second amendments to the sub-agreements and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into related contractual agreements on behalf of the district.

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

- *5.7 Approval of Third Amendments to Sub-Agreements between RSCCD and California State University, Fullerton; Orange Unified School District, and Project Tomorrow for California Career Pathways Trust Grant – Year 3 Action
The administration recommends approval of the third amendments to the sub-agreements and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into related contractual agreements on behalf of the district.
- *5.8 Approval of Income Agreement between Orange County Superintendent of Schools and Rancho Santiago Community College District Action
The administration recommends approval of the income 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.
- 5.9 Adoption of Resolution No. 16-20 in Honor of Daniele C. Struppa, Ph.D. as the 13th President of Chapman University Action
- 5.10 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) Director
2. Conference with Legal Counsel: Existing Litigation (pursuant to Government Code Section 54956.9[a])

Blaser v. Rancho Santiago Community College District et al, Orange County Superior Court Case No. 30-2014-00717516 (Andrew Banks Dept. C11)
3. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

RECONVENE

Issues discussed in Closed Session (Board Clerk)

Public Comment

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

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

6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

Action

- Approval of Revised Job Descriptions
- Approval of Appointments
- Approval of Changes of Assignment
- Approval of Interim Assignments
- Approval of Leaves of Absence
- Ratification of Resignations/Retirements
- Approval of Hiring of Long-term Substitutes per Education Code 87481 & 87482)
- Approval of Hiring of Long-term Substitutes (per Education Code 87481 & 87482)/Part-time Hourly Faculty
- Approval of Final Salary Placements
- Rescission of Leave of Absence Requests
- Approval of Beyond Contract/Overload Step Increases
- Approval of Contract Stipends
- Approval of Beyond Contract/Overload Stipends
- Rescission of Beyond Contract/Overload Stipends
- Approval of Adjusted Contract Stipends
- Approval of Adjusted Part-time/Hourly Rates Due to Column Change
- Approval of Part-time Hourly New Hires/Rehires
- Approval of Non-paid Instructors of Record
- Approval of Non-paid Intern Services
- Approval of New Appointments
- Approval of Out of Class Assignments
- Approval of Changes in Position
- Approval of Leaves of Absence
- Ratification of Resignations/Retirements
- Approval of Temporary to Hourly Ongoing Assignments
- Approval of Changes in Salary Placement
- Approval of Temporary Assignments

- 6.2 Classified Personnel Action
- Approval of New Appointments
 - Approval of Out of Class Assignments
 - Approval of Student Assistant Lists
 - Approval of Changes in Position
 - Approval of Leaves of Absence
 - Ratification of Resignations/Retirements
 - Approval of Temporary to Hourly Ongoing Appointments
 - Approval of Changes in Salary Placement
 - Approval of Temporary Assignments
 - Approval of Changes in Temporary Assignments
 - Approval of Additional Hours for Ongoing Assignments
 - Approval of Substitute Assignments
 - Approval of Miscellaneous Positions
 - Approval of Instructional Associates/Associate Assistants
 - Approval of Community Service Presenters and Stipends
 - Approval of Volunteers
- 6.3 Adoption of Rancho Santiago Community College District's Initial Bargaining Proposal to California School Employees Association (CSEA) Chapter 579 Action
- It is recommended that the board approve the district's initial bargaining proposal to CSEA Chapter 579.
- 6.4 Adoption of Resolution No. 16-21 authorizing payment to Trustee Absent from Board Meetings Action
- This resolution requests authorization of payment to Phillip Yarbrough for his absence from the August 15, 2016, board meeting due to medical reasons.
- 6.5 Approval of Agreement with Liebert Cassidy Whitmore for Management Training and Legal Services Action
- The administration recommends authorization be given to the Vice Chancellor Human Resources or her designee to renew the agreement for professional services between Rancho Santiago Community College District and Liebert Cassidy Whitmore for the period of July 1, 2016, through June 30, 2018, as presented.
- 7.0 **ADJOURNMENT** - The next regular meeting of the Board of Trustees will be held on September 26, 2016.

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

**Board of Trustees
(Regular meeting)**

Monday, August 15, 2016

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 4:34 p.m. by Ms. Claudia Alvarez. Other members present were Ms. Arianna Barrios, Mr. John Hanna, Mr. Larry Labrado, Ms. Nelida Mendoza Yanez, and Mr. Luis Mejia. Mr. Phillip Yarbrough was not in attendance due to medical reasons.

Administrators present during the regular meeting were Ms. Judy Chitlik, Dr. John Hernandez, Mr. Enrique Perez, Dr. Linda Rose, and Dr. Raúl Rodríguez. Ms. Anita Lucarelli was present as record keeper.

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mr. Mejia, Interim RSCCD Student Trustee and Student President, Santa Ana College.

1.3 Introduction of New Faculty Members

Dr. Rose introduced new faculty members from Santa Ana College (SAC) and Dr. Hernandez introduced new faculty members from Santiago Canyon College (SCC). Board members welcomed them to the Rancho family.

Ms. Alvarez called a brief recess at 5 p.m.

The board reconvened at 5:03 p.m.

1.4 Public Comment

Mr. Thomas Anthony Gordon spoke regarding Item 2.0 Board of Trustee Vacancy.

2.0 BOARD OF TRUSTEE VACANCY

2.1 Approval of the Election Rules for Trustee Appointment

It was moved by Ms. Mendoza Yanez and seconded by Mr. Mejia to approve the election rules for a trustee appointment. Mr. Labrado expressed concern that election rule #3 referred to the trustees using a paper ballot to vote instead of an audible vote. Ms. Alvarez indicated she had the same concern until she read election rule #4 which stated that the ballots will be collected by the Board Secretary and read publicly, including the trustee's name and the candidate for whom he/she voted. Mr. Labrado indicated in the past, the vote was conducted for all the candidates and then the one with the least amount of votes was removed; then the board voted for the two finalists. Otherwise, Mr. Labrado explained that a candidate may not receive the four votes needed to be appointed as a trustee.

After listening to Mr. Labrado's concerns, Ms. Mendoza Yanez and Mr. Mejia accepted an amendment to the motion to replace the paper ballot with an audible vote for each candidate.

Ms. Barrios explained that since she publicly voted against the process of appointing a trustee to fill the vacancy, she planned to abstain from voting during Item 2.3 Trustee Voting. Dr. Rodríguez reminded board members that a candidate needs four votes to be appointed as trustee for Area 1.

Ms. Alvarez asked if board members vote after each person is interviewed or at the end of all the interviews. Dr. Rodríguez indicated that vote should take place after all candidates have been interviewed.

Mr. Hanna asked if the three candidates have been certified as eligible for this election. Dr. Rodríguez indicated this was correct.

The motion to approve the election rules for a trustee appointment, which was amended to replace the paper ballot with an audible vote for each candidate, carried with the following vote: Aye –Ms. Alvarez, Mr. Hanna, Mr. Labrado, and Ms. Mendoza Yanez; and a nay vote from Ms. Barrios. Student Trustee Mejia's advisory vote was aye.

2.2 Board of Trustees Candidates Interview for Area 1

The board interviewed each candidate for the Area 1 trustee vacancy in the order applications were received: Ms. Guadalupe (Tish) L. Leon, Mr. Zeke F. Hernandez, and Mr. Frank G. Alaniz, Jr.

2.3 Trustee Voting

Board members voted for the Area 1 vacancy candidates (in the order applications were received) as follows:

Ms. Guadalupe (Tish) L. Leon: Nay: Mr. Hanna and Mr. Labrado; Abstention: Ms. Barrios and Ms. Mendoza Yanez; Ms. Alvarez did not vote since her vote would not have made an impact on the four needed votes to appoint a candidate for trustee. Student Trustee Mejia's advisory vote was nay.

Mr. Zeke F. Hernandez: Aye: Mr. Labrado; Nay: Mr. Hanna; Abstention: Ms. Barrios and Ms. Mendoza Yanez; Ms. Alvarez did not vote since her vote would not have made an impact on the four needed votes to appoint a candidate for trustee. Student Trustee Mejia's advisory vote was aye.

Mr. Frank G. Alaniz, Jr.: Nay: Mr. Hanna and Mr. Labrado; Abstention: Ms. Barrios and Ms. Mendoza Yanez; Ms. Alvarez did not vote since her vote would not have made an impact on the four needed votes to appoint a candidate for trustee. Student Trustee Mejia's advisory vote was nay.

Mr. Hanna indicated that when the process to fill the trustee vacancy for Area 1 first began, he wanted to keep the board's options open. He explained that when a board fills a vacancy, it is normally for two reasons: 1) to save money since in times past an election would cost approximately \$400,000 and a special election approximately \$60,000; and 2) if there was only one candidate who filed papers for the vacancy (but that wasn't the circumstances this time since three candidates filed papers for the vacancy). He commended the three candidates' involvement in the community and explained that he voted not to fill the vacancy in order to allow the voters to decide in the November election who they want as a trustee for Area 1.

Mr. Mejia explained that it wasn't clear that he was able to vote nay on all the candidates; therefore, it was moved by Mr. Mejia and seconded by Ms. Alvarez for Mr. Mejia to reconsider his advisory vote and vote nay on all the candidates. The motion carried with the following vote: Aye: Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, and Ms. Mendoza Yanez. Student Trustee Mejia's advisory vote was aye.

Ms. Alvarez indicated that her vote would have been nay in order to allow the voters to decide in the November election who they want as a trustee for Area 1.

Ms. Alvarez stated that the board followed the process and procedure for the provisional appointment to fill a vacancy for Trustee Area 1 as approved at the July 18, 2016, board meeting. She thanked the candidates for their participation in the appointment process.

2.4 Report of Election Results

This item was unnecessary since there were not four votes for any of the candidates.

2.5 Oath of Office

This item was unnecessary since there were not four votes for any of the candidates.

Ms. Barrios briefly left the meeting at this time.

3.0 PROCEDURAL MATTERS

3.1 Approval of Additions or Corrections to Agenda

It was moved by Ms. Mendoza Yanez 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, Mr. Hanna, Mr. Labrado, and Ms. Mendoza Yanez. Student Trustee Mejia’s advisory vote was aye.

3.2 Approval of Minutes

It was moved by Mr. Labrado and seconded by Ms. Mendoza Yanez to approve the minutes of the meeting held July 18, 2016. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Labrado, and Ms. Mendoza Yanez. Student Trustee Mejia’s advisory vote was aye.

3.3 Approval of Consent Calendar

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

5.1 Approval of California Community College Intern Program (CCCIP) Agreement

The board approved the CCCIP agreement as presented.

5.2 Approval of Fire Technology Agreement Amendment #1: City of Irvine

The board approved Amendment #1 to the current agreement with the City of Irvine, California.

5.3 Approval of Occupational Therapy Assistant (OTA) Agreement Renewal - CareMeridian

The board approved the agreement renewal with CareMeridian in Orange, California.

3.3 Approval of Consent Calendar (contd.)

- 5.4 Approval of OTA Agreement Renewal – HealthSouth Corporation
The board approved the agreement renewal with HealthSouth Corporation in Birmingham, Alabama.
- 5.5 Approval of Pharmacy Technology Agreement Renewal – Veteran Affairs (VA) Greater Los Angeles Healthcare System
The board approved the agreement renewal with the VA Greater Los Angeles Healthcare System in Los Angeles, California.
- 5.6 Approval of Continuation of Early College Consulting Agreement in Partnership with Chancellor’s Office of California Community Colleges
The board approved the continuation of Early College Consulting Agreement in partnership with the Chancellor’s Office of the California Community Colleges for a no-cost extension of the performance period through December 2016.
- 5.7 Approval of Dual Enrollment Agreement with Samueli Academy
The board approved the Dual Enrollment Agreement with Samueli Academy in Santa Ana, California.
- 5.8 Approval of Dual Enrollment and Middle College High School (MCHS) Program Agreement with Santa Ana Unified School District (SAUSD)
The board approved the Dual Enrollment and MCHS program agreement with SAUSD.
- 5.9 Ratification and Acknowledgement of Consent (Related to Dual Enrollment Agreement with Santa Ana Unified School District)
The board ratified and acknowledged Consent (related to Dual Enrollment Agreement with SAUSD).
- 5.10 Approval of Classroom Lease Renewal with Orange Unified School District (OUSD)
The board approved the Santiago Canyon College (SCC) Orange Education Center (OEC) lease agreement renewal for classroom space with OUSD for the period of July 1, 2016, through June 30, 2017, as presented.
- 5.11 Approval of Consulting Agreement with Orange Unified School District
The board approved the consulting agreement with OUSD to authorize SCC to provide credit and noncredit classes at OUSD facilities for the period of August 22, 2016, through June 15, 2017, as presented.
- 5.12 Approval of Instructional Services Agreement with Integrated Resources Institute
The board approved a one year Instructional Services Agreement with IRI to authorize SCC OEC to provide noncredit employment preparation classes to adults with cognitive impairments at Children’s Hospital of Orange County for the period of August 16, 2016, through June 30, 2017, as presented.

3.3 Approval of Consent Calendar (contd.)

6.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

6.3 Approval of Quarterly Financial Status Report (CCFS-311Q) for Period Ended June 30, 2016

The board approved the CCFS-311Q report for the period ending June 30, 2016, as presented.

6.5 Approval of Agreement with DLR Group for On-Call Architectural Design Services for Various Projects District-wide

The board approved the contract with DLR Group for on-call architectural design services for various projects district-wide as presented.

6.6 Approval of Agreement with Smith-Emery Laboratories, Inc. for On-Call Materials Testing and Inspection Consulting Services for Various Facility Improvement Projects

The board approved the agreement with Smith-Emery Laboratories, Inc. for on-call materials testing and inspection consulting services for various facility improvement projects as presented.

6.7 Approval of Amendment to Agreement with Facilities Planning & Program Services (FPPS) for Program Planning and Management Consulting Services

The board approved the amendment to the agreement with FPPS for program planning and management consulting services as presented.

6.8 Rejection of Bid #1296 Fire Line Pump Replacement at District Office

The board rejected all bids for Bid #1296 Fire Line Pump Replacement at the district office as presented.

6.9 Award of Bid #1298 for Buildings E (Fitness), G (Gymnasium), K (Welding) and S (Administration) Roof Replacements at Santa Ana College (SAC)

The board awarded Bid #1298 to Best Contracting Services, Inc. for Buildings E, G, K, and S roof replacements at SAC as presented.

6.10 Rejection of Bid #1294 for Building G (Gymnasium) Floor Repairs at Santa Ana College

The board rejected the bid for Bid #1294 for Building G floor repairs at SAC as presented.

6.11 Approval of Change Order #1 for C.I. Services, Inc. for Building W (Exercise Science) Roof Replacement Project Bid #1280 at Santa Ana College

The board approved change order #1 for C.I. Services, Inc. for Building W roof replacement project Bid #1280 at SAC as presented.

3.3 Approval of Consent Calendar (contd.)

6.12 Acceptance of Completion of Bid #1280 for Building W (Exercise Science) Roof Replacement Project at Santa Ana College and Approval of Recording Notice of Completion

The board accepted the project as complete and approved filing a Notice of Completion with the County as presented.

6.13 Approval of Addendum for Lease with Career Technical Education Partnership Central Orange County

The board approved the addendum with the Orange County Department of Education for Career Technical Education Partnership Central Orange County to lease Suite #301 at 2323 North Broadway Avenue, Santa Ana, California, as presented.

6.14 Approval of Amendment to Agreement with HPI Architecture for Professional Design Services for Publication and Warehouse Relocation Project from Orange Education Center to Santiago Canyon College

The board approved the amendment with HPI Architecture for professional design services for the Publication and Warehouse relocation project from OEC to SCC as presented.

6.15 Rejection of Bid #1297 for Building U Portable Renovations at Santiago Canyon College

The board rejected all bids for Bid #1297 for Building U portable renovations at SCC as presented.

6.16 Approval of Foundation for California Community College (FCCC) – Microsoft Campus Agreement & Academic Select/Participation Agreements

The board approved year three of three under the Microsoft Campus Agreement with the FCCC and Academic Select/Participation agreements as presented.

6.17 Approval of Vendor Name Change

The board approved the vendor The Dolinka Group, LLC name change to Cooperative Strategies, LLC as presented.

6.18 Approval of Independent Contractors

The board approved the following independent contractor: Susanne Mata for consulting services to provide direct technical assistance to Career Technical Education Pathways Program grantees to support their career pathways work. Dates of service are August 16, 2016, through December 31, 2016. The fee is estimated at \$23,900.

6.19 Approval of Purchase Orders

The board approved the purchase order listing for the period June 29, 2016, through July 30, 2016.

3.3 Approval of Consent Calendar (contd.)

7.1 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>	-\$32,247
- Basic Skills Initiative (SCC) – <i>Augmentation</i>	\$25,136
- Early Head Start – Year 2 (District) – <i>Augmentation</i>	\$31,754
- Governor’s Office of Business & Economic Development (GO-Biz) Capital Infusion Program (CIP) Grant (District)	\$40,000

7.2 Approval of Sub-Agreements between RSCCD and Contra Costa, Los Rios, Marin, West Hills, and West Valley Mission Community College Districts for Career Technical Education (CTE) Data Unlocked 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.

7.3 Approval of Sub-Agreement between RSCCD and The RP Group, Inc. for CTE Data Unlocked Grant

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.

7.4 Approval of Sub-Agreement between RSCCD and Sonoma County Junior College District on behalf of Santa Rose Junior College for CTE Data Unlocked Grant

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.

7.5 Approval of Sub-Agreements between RSCCD and Butte-Glenn, El Camino, Riverside, San Diego, State Center, and Solano Community College District for CTE Data Unlocked 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.

7.6 Approval of Sub-Agreement between RSCCD and WestEd for CTE Data Unlocked Grant

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.

3.3 Approval of Consent Calendar (contd.)

7.7 Approval of Amendment to Sub-Agreement between RSCCD and Stephen A. Wright, LLC for Sector Navigator Information Communication Technology/Digital Media Grant

The board approved the amendment to the sub-agreement with Stephen A. Wright, LLC, 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.

7.8 Approval of First Amendments to Sub-Agreements between RSCCD and Garden Grove Unified School District and Santa Ana Unified School District for Assembly Bill 104 Adult Education Block Grant

The board approved the amendments to 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.

3.4 Public Hearing – California School Employees Association (CSEA), Chapter 579 Initial Bargaining Proposal to Rancho Santiago Community College District

There were no public comments.

4.0 INFORMATIONAL ITEMS AND ORAL REPORTS

4.1 Report from the Chancellor

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

Ms. Barrios returned to the meeting during Dr. Rodríguez' report.

4.2 Reports from College Presidents

The following college representatives provided reports to the board:

Dr. John Hernandez, Interim President, Santiago Canyon College
Dr. Linda Rose, President, Santa Ana College

4.3 Report from Student Trustee

Mr. Mejia provided a report to the board.

4.4 Reports from Student Presidents

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

Ms. Esther Chian, Student President, Santiago Canyon College
Mr. Luis Mejia, Student President, Santa Ana College

4.5 Report from Classified Representative

There was no representation from classified staff.

4.6 Reports from Academic Senate Presidents

The following academic senate representatives provided reports to the board:

Dr. Elliott Jones, Academic Senate President, Santa Ana College
Mr. Michael DeCarbo, Academic Senate Vice President, Santiago Canyon
College

4.7 Reports from Board Committee Chairpersons

Ms. Barrios provided a report on the August 9, 2016, Board Communications
Committee meeting.

Mr. Labrado provided a report on the August 11, 2016, Board Facilities Committee
meeting.

5.0 INSTRUCTION

All items were approved as part of Item 3.3 (Consent Calendar).

6.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 6.1, 6.3, and 6.5 through 6.19 were approved as part of Item 3.3 (Consent Calendar).

6.2 Approval of Public Hearing for 2016-2017 Proposed Adopted Budget

It was moved by Mr. Hanna and seconded by Mr. Labrado to hold a public hearing on
the 2016-2017 proposed Adopted Budget at the September 12, 2016, board meeting.
The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr.
Hanna, Mr. Labrado, and Ms. Mendoza Yanez. Student Trustee Mejia's advisory
vote was aye.

6.4 Quarterly Investment Report as of June 30, 2016

The quarterly investment report as of June 30, 2016, was presented as information.

7.0 GENERAL

Items 7.1 through 7.8 were approved as part of Item 3.3 (Consent Calendar).

7.9 Adoption of Board Policy

It was moved by Mr. Hanna and seconded by Ms. Barrios to adopt Board Policy 2432 Chancellor Succession. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, and Ms. Mendoza Yanez. Student Trustee Mejia’s advisory vote was aye.

7.10 Board Member Comments

Board members welcomed the new faculty members to the Rancho family.

Ms. Mendoza Yanez asked that the meeting be closed in memory of Mr. Amin David whose celebration of life memorial is scheduled for October 2, 2016.

Mr. Hanna expressed regret that he is unable to attend the SAC Academic Senate Fall Social on August 17th since he will be out of town. He asked the Academic Senate presidents to keep the board informed of any updates on Assembly Bill 1725 Community College Reform Act.

Ms. Barrios indicated that discussions at the Board Communications Committee included improvements to the district storytelling at the colleges. The committee hopes to have a repository in the future that will showcase the legacy of the faculty, students, and administration.

Mr. Mejia is looking forward to attending the SAC convocation on August 19, 2016.

Ms. Mendoza Yanez and Mr. Mejia thanked staff for their informative reports.

Ms. Alvarez is looking forward to attending and saying a few words at the SAC and SCC convocations on August 19, 2016.

Ms. Alvarez commended board members on how the appointment process was handled and thanked the applicants for applying and interviewing. In addition, she commended Mr. Mejia on being the first board member to cast a vote.

RECESS TO CLOSED SESSION

The board convened into closed session at 7:25 p.m. to consider the following items:

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

2. 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
California School Employees Association, Chapter 888
Continuing Education Faculty Association
3. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)

Mr. Mejia left the meeting at this time.

RECONVENE

The board reconvened at 8:13 p.m.

Closed Session Report

Ms. Mendoza Yanez reported during closed session the board discussed public employment, labor negotiations, and anticipated litigation; and took action to settle a potential litigation in exchange for a monetary payment with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, and Ms. Mendoza Yanez.

Public Comment

There were no public comments.

8.0 HUMAN RESOURCES

8.1 Management/Academic Personnel

It was moved by Mr. Hanna and seconded by Ms. Mendoza Yanez 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, and Ms. Mendoza Yanez.

- Approve Employment Agreements
- Approve Interim Assignments
- Approve Adjusted Effective Dates for Interim Assignment
- Ratify Resignations/Retirements
- Approve 2016-2017 Column Changes for Part-time Faculty
- Approve Appointments
- Approve Hiring of Long-term Substitutes per Education Code 87481 & 87482
- Approve Extensions of Voluntary Workload Reduction
- Approve Return to Regular Assignments/Change of Locations
- Approve Additional Faculty Service Areas (FSA)

8.1 Management/Academic Personnel (contd.)

- Approve Final Salary Placements
- Approve Adjusted Final Salary Placements
- Approve Adjusted Contract Step Placements
- Approve Adjusted 2015-2016 Additional Contract Extension Days
- Approve 2016-2017 Contract Extension Days
- Approve Contract Stipends
- Approve Adjusted Contract Stipends
- Approve Beyond Contract/Overload Stipends
- Approve Rescinded Beyond Contract/Overload Stipends
- Approve Adjusted Leaves of Absence
- Approve Part-time Hourly Hires/Rehires
- Approve Non-paid Instructors of Record
- Approve Non-paid Intern Services

8.2 Classified Personnel

It was moved by Mr. Hanna and seconded by Ms. Mendoza Yanez 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, and Ms. Mendoza Yanez.

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

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

It was moved by Mr. Hanna and seconded by Ms. Mendoza Yanez to receive and file the district's initial bargaining proposal to CSEA, Chapter 579 and schedule a public hearing for September 12, 2016. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, and Ms. Mendoza Yanez.

9.0 **ADJOURNMENT**

The next regular meeting of the Board of Trustees will be held on Monday, September 12, 2016, at the Santa Ana College Orange County Sheriff's Regional Training Academy, 15991 Armstrong Ave., Tustin, California.

There being no further business, Ms. Alvarez declared the meeting adjourned at 8:15 p.m., in memory of Mr. Amin David whose celebration of life memorial is scheduled for October 2, 2016.

Respectfully submitted,

Raúl Rodríguez, Ph.D.
Chancellor

Approved: _____
Clerk of the Board

Minutes approved: September 12, 2016

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

To:	Board of Trustees	Date: September 12, 2016
Re:	Approval of Amendment #5 to Criminal Justice Academies (CJA) Agreement (MA-060-11010909) – County of Orange	
Action:	Request for Approval	

BACKGROUND

Presently the District has multiple agreements with the County of Orange to support contract training for the Orange County Sheriff's Department. Santa Ana College has been engaged in this partnership for more than forty (40) years, and looks to continue the mutually beneficial relationship for many years to come. The five-year contract (MA-060-11010909) with the Orange County Sheriff's Department took effect on January 1, 2011. We are currently in the sixth year of the agreement, which expired December 31, 2015. Both the District and the Orange County Sheriff have been engaged in contract renewal discussions. However, additional time is needed for both parties to finalize of the agreement. The proposed amendment will extend the current agreement for just over six (6) months, from its termination date of September 30, 2016 until March 31, 2017, while the terms and conditions of a new long term agreement can be finalized.

Also in the expiring agreement, Section D. SERVICES BY DISTRICT, Paragraph 9. Reimbursement for Clerical Support outlines the reimbursement of actual costs of one (1) Information Processing Technician and one (1) Facilities Maintenance Specialist I. Both Sheriff support positions are assigned to the Criminal Justice Training Center in Tustin. In accordance with the current five-year contract that is being amended (MA-060-11010909), the Sheriff will be reimbursed for the actual six (6) month costs of the two positions during the term of the contract extension, approximately \$72,198.

ANALYSIS

This amendment #5 to an existing agreement shall remain in effect for an additional six (6) month term (April 1, 2016-September 30, 2016), with both District and County agreeing to provide services in accordance with the expiring agreement, unless terminated by either party. This amendment has been reviewed by Dr. Michael T. Collins.

RECOMMENDATION

It is recommended that the Board of Trustees approve this amendment #5 of Criminal Justice Academies (CJA) agreement MA-060-11010909 with the County of Orange in Santa Ana, California.

Fiscal Impact:	\$72,198 for the six (6) month extension	Board Date: September 12, 2016
Prepared by:	Michael T. Collins, Ed.D., Vice President, Santa Ana College	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raul Rodriguez, Ph.D., Chancellor, RSCCD	

**AMENDMENT NUMBER FIVE
TO
CONTRACT MA-060-11010909
BETWEEN THE
COUNTY OF ORANGE
AND
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

This AMENDMENT NUMBER FIVE to CONTRACT number MA-060-11010909 (hereinafter “AMENDMENT NUMBER FIVE”) between the County of Orange, a political subdivision of the State of California (hereinafter “COUNTY”) and **Rancho Santiago Community College District** (hereinafter “DISTRICT”) with a place of business at **2323 North Broadway, Santa Ana, CA 92706**, is made and entered upon execution of all necessary signatures.

RECITALS

WHEREAS, COUNTY and DISTRICT executed a CONTRACT for Space and Services for Training Programs, as Contract number MA-060-11010909 (hereinafter “ORIGINAL CONTRACT”), for a five (5) year term of January 1, 2011 through and including December 31, 2015; and

WHEREAS, COUNTY and DISTRICT amended the ORIGINAL CONTRACT, MA-060-11010909, to increase salary and benefits to be paid by DISTRICT to COUNTY for one Sheriff Information Processing Technician effective July 1, 2014 through the end of the Contract term, December 31, 2015;

WHEREAS, COUNTY and DISTRICT extended the ORIGINAL CONTRACT, MA-060-11010909 on December 15, 2015, to continue providing services for an additional two (2) month term of January 1, 2016 through and including February 29, 2016 (hereinafter “AMENDMENT NUMBER TWO”);

WHEREAS, COUNTY and DISTRICT extended the ORIGINAL CONTRACT, MA-060-11010909 on February 23, 2016, to continue providing services for an additional one (1) month term of March 1, 2016 through and including March 31, 2016 (hereinafter “AMENDMENT NUMBER THREE”);

WHEREAS, COUNTY and DISTRICT extended the ORIGINAL CONTRACT, MA-060-11010909 on March 22, 2016, to continue providing services for an additional six (6) month term of April 1, 2016 through and including September 30, 2016 (hereinafter “AMENDMENT NUMBER FOUR”);

WHEREAS, COUNTY and DISTRICT desire to extend the ORIGINAL CONTRACT, MA-060-11010909, to continue providing services for an additional six (6) month term of October 1, 2016 through and including March 31, 2017 and both COUNTY and DISTRICT agree to continue to provide those services at the rates set forth in the ORIGINAL CONTRACT;

NOW THEREFORE, in consideration of the mutual obligations set forth the ORIGINAL CONTRACT as amended, both COUNTY and DISTRICT agree as follows:

1. ARTICLES

- a Additional Terms and Conditions, **Section A -Term of Contract**, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

2. **Term of Contract:**

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 1/1/11 through and including 3/31/17, unless otherwise terminated by COUNTY. The period of 11/1/11 through and including 3/31/17 shall be known as Contract number MA-060-11010909.

2. A true and correct copy of the ORIGINAL CONTRACT (Contract MA-060-11010909) is attached hereto as Exhibit A and incorporated by this reference.
3. A true and correct copy of AMENDMENT NUMBER ONE (Contract MA-060-11010909) is attached hereto as Exhibit B and incorporated by this reference.
4. A true and correct copy of AMENDMENT NUMBER TWO (Contract MA-060-11010909) is attached hereto as Exhibit C and incorporated by this reference.
5. A true and correct copy of AMENDMENT NUMBER THREE (Contract MA-060-11010909) is attached hereto as Exhibit D and incorporated by this reference.
6. A true and correct copy of AMENDMENT NUMBER FOUR (Contract MA-060-11010909) is attached hereto as Exhibit E and incorporated by this reference.
7. All other provisions of the ORIGINAL CONTRACT and AMENDMENT NUMBER'S ONE through FOUR, to the extent they are not inconsistent with this AMENDMENT NUMBER FIVE, remain unchanged and in full force and effect. All obligations of the Parties that would have been terminated on September 30, 2016 are hereby extended to March 31, 2017.

(Signature page follows)

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER FIVE to ORIGINAL CONTRACT MA-060-11010909.

***Contractor: Rancho Santiago Community College District**

By: _____ Title: Vice Chancellor of Business Operations & Fiscal Services

Print Name: Peter J. Hardash Date: _____

*If a corporation, the document must be signed by two corporate officers. The first signature must be either, the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers. **In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.**

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____

Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form
Office of the County Counsel
Orange County, California

by_ Deputy

Exhibit A

ORIGINAL CONTRACT (Contract number MA-060-11010909)

Exhibit B

AMENDMENT NUMBER ONE (Contract number MA-060-11010909)

Exhibit C

AMENDMENT NUMBER TWO (Contract number MA-060-11010909)

Exhibit D

AMENDMENT NUMBER THREE (Contract number MA-060-11010909)

Exhibit E

AMENDMENT NUMBER FOUR (Contract number MA-060-11010909)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To:	Board of Trustees	Date: September 12, 2016
Re:	Approval of Amendment #10 to Criminal Justice Academies (CJA) Agreement (Z1000000068) – County of Orange	
Action:	Request for Approval	

BACKGROUND

Presently the District has multiple agreements with the County of Orange to support contract training for the Orange County Sheriff’s Department, Coroner’s Office, and the Orange County Probation Department. Santa Ana College has been engaged in this partnership for more than forty (40) years, and looks to continue the mutually beneficial relationship for many years to come. This amendment extends our agreement for six (6) months, from its termination date of September 30, 2016 until March 31,2017, while the terms and conditions of a new long term agreement can be finalized.

ANALYSIS

This amendment to an existing agreement shall remain in effect for approximately (6) months or until terminated by either party. This amendment has been reviewed by Dr. Michael T. Collins and college staff. This amendment carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this amendment #10 to Criminal Justice Academies (CJA) agreement Z1000000068 with the County of Orange in Santa Ana, California.

Fiscal Impact:	None	Board Date: September 12, 2016
Prepared by:	Michael T. Collins, Ed.D., Vice President, Administrative Services	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raul Rodriguez, Ph.D., Chancellor, RSCCD	

**AMENDMENT NUMBER TEN
TO
CONTRACT Z1000000068
BETWEEN THE
COUNTY OF ORANGE
AND
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

This AMENDMENT NUMBER TEN to CONTRACT number Z1000000068 (hereinafter “AMENDMENT NUMBER TEN”) between the County of Orange, a political subdivision of the State of California (hereinafter “COUNTY”) and **Rancho Santiago Community College District** (hereinafter “DISTRICT”) with a place of business at **2323 North Broadway, Santa Ana, CA 92706**, is made and entered upon execution of all necessary signatures.

RECITALS

WHEREAS, COUNTY and DISTRICT executed CONTRACT on August 4, 2009 for Consultant Services, Law Enforcement Training, as Contract Z1000000068 (hereinafter “ORIGINAL CONTRACT”), for a one (1) year term of August 22, 2009 through and including August 21, 2010, renewable for four (4) additional one (1) year terms; and

WHEREAS, COUNTY and DISTRICT renewed the ORIGINAL CONTRACT on December 23, 2010, as Contract number MA-060-11010253 (hereinafter “AMENDMENT NUMBER ONE”), for a one (1) year term of August 22, 2010 through and including August 21, 2011;

WHEREAS, COUNTY and DISTRICT renewed the ORIGINAL CONTRACT on August 1, 2011, as Contract number MA-060-11012581 (hereinafter “AMENDMENT NUMBER TWO”), for a one (1) year term of August 22, 2011 through and including August 21, 2012;

WHEREAS, COUNTY and DISTRICT renewed the ORIGINAL CONTRACT on August 22, 2012, as Contract number MA-060-13010020 (hereinafter “AMENDMENT NUMBER THREE”), for a one (1) year term of August 22, 2012 through and including August 21, 2013;

WHEREAS, COUNTY and DISTRICT renewed the ORIGINAL CONTRACT on August 21, 2013, as Contract number MA-060-14010056 (hereinafter “AMENDMENT NUMBER FOUR”), for a one (1) year term of August 22, 2013 through and including August 21, 2014;

WHEREAS, COUNTY and DISTRICT extended Contract number MA-060-14010056 on September 9, 2014 to continue providing services to DISTRICT for a

four (4) month term of August 22, 2014 through and including December 31, 2014 (hereinafter “AMENDMENT NUMBER FIVE”);

WHEREAS, COUNTY and DISTRICT extended Contract number MA-060-14010056 on December 9, 2014 to continue providing services to DISTRICT for one (1) year term of January 1, 2015 through and including December 31, 2015 (hereinafter “AMENDMENT NUMBER SIX”);

WHEREAS, COUNTY and DISTRICT extended Contract number MA-060-14010056 on December 15, 2015 to continue providing services to DISTRICT for an additional two (2) months term of January 1, 2016 through and including February 29, 2016 (hereinafter “AMENDMENT NUMBER SEVEN”);

WHEREAS, COUNTY and DISTRICT extended Contract number MA-060-14010056 on February 23, 2016 to continue providing services to DISTRICT for an additional for an additional one (1) month term of March 1, 2016 through and including March 31, 2016 (hereinafter “AMENDMENT NUMBER EIGHT”);

WHEREAS, COUNTY and DISTRICT extended the ORIGINAL CONTRACT on March 22, 2016 to continue providing services to DISTRICT for an additional six (6) month term of April 1, 2016 through and including September 30, 2016 (hereinafter “AMENDMENT NUMBER NINE”);

WHEREAS, COUNTY and DISTRICT desire to extend the ORIGINAL CONTRACT to continue providing services to DISTRICT for an additional six (6) month term of October 1, 2016 through and including March 31, 2017 and the DISTRICT has agreed to continue to provide those services at the rates set forth in the ORIGINAL CONTRACT;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and DISTRICT agree as follows:

1. ARTICLES

- a. Additional Terms and Conditions, **Section A -Term of Contract**, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

A. Term of Contract:

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 8/22/09 through and including 3/31/17, unless otherwise terminated by COUNTY. The period of 8/22/09 through and including 8/21/10 shall be known as Contract Z1000000068. The period of 8/22/10 through and including 8/21/11 shall be known as Contract MA-060-11010253. The period of 8/22/11 through and including 8/21/12 shall be known as Contract MA-060-11012581. The period of 8/22/12 through and including 8/21/13 shall be known as Contract number

MA-060-13010020. The period of 8/22/13 through and including 3/31/17 shall be known as Contract number MA-060-14010056.

2. A true and correct copy of the ORIGINAL CONTRACT (Contract Z1000000068) is attached hereto as Exhibit A and incorporated by this reference.
3. A true and correct copy of AMENDMENT NUMBER ONE (Contract MA-060-11010253) is attached hereto as Exhibit B and incorporated by this reference.
4. A true and correct copy of AMENDMENT NUMBER TWO (Contract MA-060-11012581) is attached hereto as Exhibit C and incorporated by this reference.
5. A true and correct copy of AMENDMENT NUMBER THREE (Contract MA-060-13010020) is attached hereto as Exhibit D and incorporated by this reference.
6. A true and correct copy of AMENDMENT NUMBER FOUR (Contract Number MA-060-14010056) is attached hereto as Exhibit E and incorporated by this reference.
7. A true and correct copy of AMENDMENT NUMBER FIVE (Contract Number MA-060-14010056) is attached hereto as Exhibit F and incorporated by this reference.
8. A true and correct copy of AMENDMENT NUMBER SIX (Contract Number MA-060-14010056) is attached hereto as Exhibit G and incorporated by this reference.
9. A true and correct copy of AMENDMENT NUMBER SEVEN (Contract Number MA-060-14010056) is attached hereto as Exhibit H and incorporated by this reference.
10. A true and correct copy of AMENDMENT NUMBER EIGHT (Contract Number MA-060-14010056) is attached hereto as Exhibit I and incorporated by this reference.
11. A true and correct copy of AMENDMENT NUMBER NINE (Contract Number MA-060-14010056) is attached hereto as Exhibit J and incorporated by this reference.
12. All other provisions of the ORIGINAL CONTRACT and AMENDMENT NUMBER'S ONE through NINE, to the extent they are not inconsistent with this AMENDMENT NUMBER TEN, remain unchanged and in full force and effect. All obligations of the Parties that would have been terminated on September 30, 2016 are hereby extended to March 31, 2017.

(Signature page follows)

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER TEN to ORIGINAL CONTRACT Z1000000068.

***Contractor: Rancho Santiago Community College District**

By: _____ Title: Vice Chancellor of Business Operations & Fiscal Services

Print Name: Peter J. Hardash Date: _____

*If a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers. **In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.**

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____

Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form
Office of the County Counsel
Orange County, California

by_ Deputy

Exhibit A

ORIGINAL CONTRACT (Contract number Z100000068)

Exhibit B

AMENDMENT NUMBER ONE (Contract number MA-060-11010253)

Exhibit C

AMENDMENT NUMBER TWO (Contract number MA-060-11012581)

Exhibit D

AMENDMENT NUMBER THREE (Contract number MA-060-13010020)

Exhibit E

AMENDMENT NUMBER FOUR (Contract number MA-060-14010056)

Exhibit F

AMENDMENT NUMBER FIVE (Contract number MA-060-14010056)

Exhibit G

AMENDMENT NUMBER SIX (Contract number MA-060-14010056)

Exhibit H

AMENDMENT NUMBER SEVEN (Contract number MA-060-14010056)

Exhibit I

AMENDMENT NUMBER EIGHT (Contract number MA-060-14010056)

Exhibit J
AMENDMENT NUMBER NINE (Contract number MA-060-14010056)

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

To:	Board of Trustees	Date: September 12, 2016
Re:	Approval of Renewal of Nursing, Health Sciences, Speech Language Pathology, Occupational Therapy Assistant, Pharmacy Technician Program Agreement – Orange County Global Medical Center	
Action:	Request for Approval	

BACKGROUND

Students in the various health sciences programs 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 renewal with the Orange County Global Medical Center, located in Santa Ana, California, will yield appropriate clinical activities for the programs.

ANALYSIS

The affiliation agreement renewal 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 Orange County Global Medical Center located in Santa Ana, California.

Fiscal Impact:	None	Board Date: September 12, 2016
Prepared by:	Carlos Lopez, MA, Vice President of Academic Affairs Rebecca Miller, MSN, Associate Dean of Health Sciences	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (“Agreement”) is made and entered into as of October 1, 2016 (the “Effective Date”) between **Rancho Santiago Community College District, on behalf of Santa Ana College** (“District”), and **Orange County Global Medical Center, Inc.**, a California corporation, doing business as Orange County Global Medical Center (“Hospital”).

RECITALS:

A. District offers to enrolled students a degree program in the fields of Nursing, Health Sciences, Occupational Therapy, Speech Language Pathology, and Pharmacy Technicians.

B. Hospital operates a comprehensive inpatient acute care facility licensed in the State of California (“State”).

C. District desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in an acute care facility.

D. Hospital has agreed to undertake training activities and to make its facility available to identified students of District for such purposes.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. RESPONSIBILITIES OF DISTRICT.

a. **Clinical Program.** District shall be responsible for the implementation and operation of the clinical component of its program at Hospital (“Program”), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following:

(1) orientation of students and faculty to the clinical experience at Hospital;

(2) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital;

(3) preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital;

(4) continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information;

(5) supervision of students and their performance at Hospital, except for Occupational Therapy and Pharmacy Technicians students, who are supervised by Hospital Departmental personnel.

(6) participation, with the students, in Hospital's Quality Assurance and related programs; and

(7) performance of such other duties as may from time to time be agreed to between District and Hospital.

All students, faculty, employees, agents and representatives of District participating in the Program while on Hospital premises ("Program Participants") shall be accountable to Hospital's Administrator. District shall be responsible for causing all Program Participants to comply with the terms of this Agreement.

b. **Health of Program Participants.** District shall provide to Hospital satisfactory evidence that each Program Participant is free from contagious disease and does not otherwise present a health hazard to Hospital patients, employees, volunteers or guests prior to his or her participation in the Program. Such evidence shall include without limitation the completion of a two step tuberculin skin test (within the last twelve months) or evidence that each Program Participant is free of symptoms of pulmonary disease if the skin test is positive, a chest x-ray following a positive TB test result, and physical examination and evidence of immunity from rubella, measles and chicken pox. District and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

c. **Dress Code; Meals.** District shall require the students assigned to Hospital to dress in accordance with dress and personal appearance standards approved by District. Such standards shall be in accordance with Hospital's standards regarding same. Program Participants shall pay for their own meals at Hospital.

d. **Performance of Services.** All faculty provided by District shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. District shall have a specially designated staff for the performance of the services specified herein. District and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of

Hospital and any rules and regulations of District as may be in effect from time to time. Neither District nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

e. **OSHA Compliance.** District shall be responsible for compliance by Program Participants with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992, and as may be amended or superseded from time to time (the “Regulations”), including, but not limited to accepting the same level of responsibility as “the employer” would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. District’s responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.

f. **Training.** Prior to a student’s first assignment at Hospital, the assignment of a District employee, agent or representative to work at Hospital or the first date of service (after the Effective Date) of a faculty member at Hospital, District shall require that the individual complete training regarding Hospital’s patient information privacy policies and practices provided by Hospital and achieve a passing score (as defined by Hospital from time to time) on the post test. District shall maintain training records for a minimum of six years, including, without limitation, the names of those students, District employees, agents, representatives and faculty members that completed the training with the applicable date (“Training Records”). Further, District shall make the Training Records available to Hospital promptly, and without charge, upon Hospital’s request.

g. **Certification.** Prior to a student’s first assignment at Hospital, School shall provide proof of current/valid CPR certification (“Certification”), Healthcare Provider Level, for all students in direct patient care positions, per Hospital guidelines. Such Certification shall be provided to Hospital upon renewal/update of Certification.

h. **Criminal Background Verification.** School acknowledges that each student shall be required to submit to a criminal background check as a condition of participation in the Program and shall assist Hospital as reasonably requested to assure the timely completion of this review. Hospital shall have the right to require the withdrawal of any Program Participant in the event that Program Participant fails to meet the standards established by Hospital for acceptable criminal history.

2. RESPONSIBILITIES OF HOSPITAL.

a. Hospital shall accept the students and faculty assigned to the Program by District and cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide the opportunities for such students, who shall be supervised by District and Hospital, to observe and assist in various aspects of acute care patient care. Hospital shall coordinate District's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care.

b. Upon the request of District, Hospital shall assist District in the evaluation of each Program Participant's performance in the Program. However, District shall at all times remain solely responsible for the evaluation and grading of Program Participants.

3. **MUTUAL RESPONSIBILITIES.** The parties shall cooperate to fulfill the following mutual responsibilities:

a. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from Hospital or District.

b. Any courtesy appointments to faculty or staff by either the District or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

4. WITHDRAWAL OF PROGRAM PARTICIPANTS.

a. Hospital may immediately remove from the premises any Program Participant who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior.

b. Hospital may request District to withdraw or dismiss a Program Participant from the Program at Hospital when his or her clinical performance is unsatisfactory to Hospital or his or her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. Subject to the provisions of Subsection 4.a. above, it is understood that only District can dismiss the Program Participant from the Program at Hospital.

5. **INDEPENDENT CONTRACTOR.** The parties hereby acknowledge that they are independent contractors, and neither the District nor any of its agents, representatives, students or employees or Program Participants shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. District shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social

security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

6. **NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, sexual orientation, veteran status, disability or other legally protected classification in either the selection of students, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the Program. The Rancho Santiago Community College District complies with all Federal and State rules and regulations and does not discriminate on the basis of race, color, national origin, gender or disability. This holds true for all students who are interested in participating in educational programs and/or extracurricular school activities. Harassment of any employee/student with regard to race, color, national origin, gender or disability is strictly prohibited. Inquiries regarding compliance and/or grievance procedures may be directed to the District's Title IX Officer and/or Section 504/ADA Coordinator.

7. **CONFIDENTIALITY.**

a. **Hospital Information.** District recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, District and Program Participants may have access to certain information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital. District agrees that neither District nor any Program Participant will at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without Hospital's express prior written consent, except in connection with the performance of District's and Program Participant's duties hereunder, any confidential or proprietary information of Hospital, including, without limitation, information which concerns Hospital's patients, costs, or treatment methods developed by Hospital, and which is not otherwise available to the public.

b. **Terms of Agreement.** Except for disclosure to District's legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with Hospital or any of its affiliates), neither District nor any Program Participant shall disclose the terms of this Agreement to any person, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Hospital in writing. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to District.

c. **Patient Information.** Neither District nor any Program Participant shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Hospital in writing, any medical record or other patient information regarding Hospital patients, and District and Program Participant shall comply with all federal

and state laws and regulations, and all bylaws, rules, regulations, and policies of Hospital and Hospital's medical staff, regarding the confidentiality of such information. District acknowledges that in receiving or otherwise dealing with any records or information from Hospital about Hospital's patients receiving treatment for alcohol or drug abuse, District and Program Participant are bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, as amended from time to time.

d. **Privacy of Health Information.** District acknowledges that Hospital must comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164 (collectively, the "Regulations"). Accordingly, Hospital may only disclose Protected Health Information, as defined in 45 C.F.R. 164.501, or Individually Identifiable Health Information, as defined in 42 U.S.C. § 1320d(6) (collectively, "Protected Health Information") to a student for purposes of providing treatment to Hospital patients or training the student to be a health care provider. A student may only request or use Protected Health Information about a Hospital patient for treatment and Hospital training program purposes. A student may only disclose Protected Health Information about a Hospital patient for treatment purposes to other health care providers involved in the patient's treatment or to Hospital's workforce members involved in the student's training program for hospital's training program purposes. A student shall not disclose Protected Health Information to District or its faculty, employees, agents or representatives unless direct patient identifiers are removed to create a limited data set in accordance with the limited data set standard at 45 C.F.R § 164.514(e) and the disclosure is pursuant to a limited data set use agreement between Hospital and District that satisfies Hospital's obligations under the limited data set standard. A student may disclose a patient's health information that has been de-identified in accordance with the de-identification standard at 45 C.F.R. § 164.514(a) - (c) to District or its faculty, employees, agents or representatives for District's use in evaluating the student.

District, students and other Program Participants shall not request, use or further disclose any Protected Health Information other than for the treatment and training purposes specified in this Agreement. District and Program Participants will implement appropriate safeguards to prevent the request for, use or disclosure of Protected Health Information other than as permitted by this Agreement. District will promptly report to Hospital any uses or disclosures, of which District or Program Participants become aware, of Protected Health Information in violation of this Agreement. In the event that District contracts with any agents or independent contractors to whom District provides Protected Health Information, District shall include provisions in such agreements pursuant to which District and such agents or independent contractors agree to the same restrictions and conditions that apply to District with respect to Protected Health Information. District will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States

Department of Health and Human Services to the extent required for determining compliance with HIPAA and the Regulations.

In the event a Hospital patient (or the patient's personal representative) requests access to Protected Health Information in a Designated Record Set (as defined in 45 C.F.R. § 164.501) of Hospital from District or a Program Participant, District or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. If a Hospital patient (or the patient's personal representative) requests an amendment of Protected Health Information in a Designated Record Set of Hospital from District or a Program Participant, then District shall or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. Further, District or Program Participant shall incorporate any amendment approved by Hospital into any amended Protected Health Information in District's or Program Participant's possession.

If District or a Program Participant receives a request for an accounting of disclosures of Protected Health Information from a Hospital patient (or the patient's personal representative), then District or the Program Participant shall within five days forward the request to Hospital. District shall assist Hospital to determine whether any such request for an accounting is a request for an accounting of Hospital's disclosures or of District's disclosures. If Hospital determines that the request is a request for an accounting of District's disclosures and District is a Covered Entity (as defined in 45 C.F.R. § 160.103), then District shall provide the patient with the accounting required by 45 C.F.R. § 164.528. If Hospital determines that the request is a request for an accounting of Hospital's disclosures, then District and Program Participants shall within 10 days forward any information in District's or Program Participants' possession that is required for Hospital to make the accounting required by 45 C.F.R. § 164.528.

No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by District or Hospital by virtue of this Subsection.

e. **Audit.** District shall, within five business days of a written request from Hospital, make available during normal business hours at District or Hospital all records, books, agreements, systems, policies and procedures relating to the use or disclosure of PHI for the purpose of allowing Hospital to audit and determine District's compliance with this Section 7. If Hospital discovers any violation of this Section 7, District shall promptly remedy such violation following receipt of written notice describing the violation from Hospital and shall certify in writing that it cured the violation.

f. **Survival.** The provisions set forth in this Section 7 shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

8. INSURANCE.

a. District and Hospital shall secure and maintain at all times during the Term, at their respective sole expense, commercial general liability insurance, (such coverage to include, without limitation, claims based on a violation of Subsection 7.d. or any applicable State law or regulation concerning the privacy of patient information, if such insurance is reasonably available) covering themselves and their respective employees. District shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure such coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital. Such coverage provided by District and Hospital may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per occurrence. Such insurance shall not be cancelable except upon 30 days' prior written notice to the other party. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

b. District and Hospital shall each secure and maintain at all times during the Term, at their respective sole expense, workers' compensation and employers' liability insurance covering their respective employees. Such coverage provided by District and Hospital may be afforded via commercial insurance or self-insurance at the following limits:

Workers' Compensation:	Statutory limits
Employers' Liability:	\$1,000,000 each accident; \$1,000,000 disease policy limit; \$1,000,000 disease each employee

Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage. District shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure health insurance coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital.

c. District and Hospital each shall secure and maintain at all times during the Term, at their respective sole expense, professional liability insurance (medical malpractice), (such coverage to include, without limitation, claims based on a violation of Subsection 7.d. or any applicable State law or regulation concerning the privacy of patient information, if such insurance is reasonably available) covering themselves and their respective employees. District shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure such coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital. Such coverage provided by District and Hospital may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per claim/occurrence and \$3,000,000 aggregate. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

This coverage shall be either (1) on an occurrence basis or (2) on a claims-made basis. If the coverage is on a claims-made basis, both District and Hospital hereby agree that prior to the effective date of termination of their respective current insurance coverage, both parties shall purchase, at their respective expense, either a replacement policy annually thereafter having a retroactive date no later than the Effective Date or tail coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of the respective parties current coverage or prior to termination of this Agreement. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

9. TERM; TERMINATION.

a. **Term.** The initial term of this Agreement shall be two (2) years, commencing on the Effective Date.

b. **Termination.** Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days' prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed three (3) months.

c. **Effect of Expiration or Other Termination.** Upon expiration or other termination of this Agreement, District shall and shall cause Program Participants to either return or destroy all Protected Health Information received from Hospital or created or received by District or Program Participants on behalf of Hospital, and which District or Program Participants still maintain in any form. Notwithstanding the foregoing, to the extent that Hospital agrees that it is not feasible to return or destroy such Protected Health Information, the terms and provisions of Section 7 of this Agreement shall survive termination of this Agreement and such Protected Health Information shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such Protected Health Information.

10. **ENTIRE AGREEMENT.** This Agreement and its accompanying Exhibits contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

11. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

12. **INDEMNIFICATION.** School shall indemnify, defend and hold harmless Hospital and Hospital's directors, officers, employees, agents and affiliated entities from and against all

liability, losses, damages, claims, causes of action, cost or expenses (including, without limitation, reasonable attorneys' fees and costs), resulting from or arising out of, directly or indirectly, any breach by School, School's staff, representatives, employees, students or agents, which directly or indirectly arise from the performance covered hereunder, or any act or omission of School, School's staff, representatives, employees, students or agents.

Hospital shall indemnify, defend and hold harmless School and School's directors, officers, employees, agents and affiliated entities from and against all liability, losses, damages, claims, causes of action, cost or expenses (including, without limitation, reasonable attorneys' fees and costs), resulting from or arising out of, directly or indirectly, any breach by Hospital, Hospital's staff, representatives, employees, students or agents, which directly or indirectly arise from the performance covered hereunder, or any act or omission of Hospital, Hospital's staff, representatives, employees, students or agents.

13. **VENUE.** The parties agree that Orange County, California shall be the only proper venue for disputes related to this Agreement.

14. **ATTORNEYS' FEES.** If legal action, arbitration, or other proceeding is commenced by either party arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees from the other party, in addition to any other relief granted.

15. **CAPTIONS.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

16. **NO WAIVER.** Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

17. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the State of California. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

18. **ASSIGNMENT; BINDING EFFECT.** District may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Hospital. For purposes of this Agreement, the transfer of ownership of all or a portion of the shares, partnership interests, or other ownership interests of District, in a single transaction or a series of transactions, which results in the replacement of 50% or more of the shareholders, partners, members or owners, as the case may be, of District as they existed on the commencement date of this Agreement shall be deemed an assignment hereunder. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns. This Agreement is assignable by Hospital without consent or notice.

19. **NOTICES.** All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

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

If to Hospital: Orange County Global Medical Center, Inc.
d/b/a Orange County Global Medical Center
1001 North Tustin Avenue
Santa Ana, CA 92705
Attn: Chief Executive Officer

with a copy to: KPC Healthcare, Inc.
1301 North Tustin Avenue
Santa Ana, CA 92705
Attn: General Counsel

or to such other persons or places as either party may from time to time designate by written notice to the other.

20. **STATEMENT OF RESPONSIBILITY.** For and in consideration of the benefit provided the undersigned in the form of experience in evaluation and treatment of patients of Hospital, School, its successors and/or assigns do hereby covenant and agree to assume all risks of, and be solely responsible for, any injury or loss sustained by the Student while participating in the Program operated by School at Hospital, unless such injury or loss arises solely of of Hospital's gross negligence or willful misconduct.

21. **CONFIDENTIALITY STATEMENT.** The School hereby acknowledges its responsibility under applicable federal law and the Agreement between School and Hospital, to ensure the student (1) keeps confidential any information regarding Hospital patients and proprietary information of Hospital; (2) agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of Hospital, except as required by law or as authorized by Hospital; and (3) agrees to comply with any patient information privacy policies and procedures of the School and Hospital.

22. **MASTER LIST OF CONTRACTS.** Hospital shall maintain a master list of contracts that is maintained and updated centrally and is available for review by the Secretary of the United States Department of Health and Human Services upon request.

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT (ON BEHALF OF
SANTA ANA COLLEGE)**

By: _____
Name: Peter J. Hardash
Title: Vice Chancellor,
Business Operations/Fiscal Services

**ORANGE COUNTY GLOBAL MEDICAL CENTER, INC.
D/B/A ORANGE COUNTY GLOBAL MEDICAL CENTER**

By: _____
Name: Suzanne Richards
Title: Chief Executive Officer

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is entered into and made a part of all agreements, existing now or in the future (collectively the "Agreement") by and between **Orange County Global Medical Center, Inc.**, a California corporation, doing business as Orange County Global Medical Center ("Covered Entity"), and **Rancho Santiago Community College District / on behalf of Santa Ana College** ("Business Associate") as of October 1, 2016 ("Effective Date").

RECITALS

A. Covered Entity and Business Associate have entered into an agreement for Business Associate to provide a service to Covered Entity ("Service Agreement") whereby Protected Health Information may be created, received, maintained, or transmitted by Business Associate on Covered Entity's behalf. The parties desire to comply with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), California Civil Code §1798.82 and other state and federal laws and regulations, as applicable, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164 (together, the "HIPAA Rules").

B. The HIPAA Rules require a Covered Entity to enter into a Business Associate Agreement with a Business Associate prior to the Disclosure of Protected Health Information, as set forth in, but not limited to, 45 C.F.R. §§164.314(a), 164.502(e) and 164.504(e).

1. DEFINITIONS

1.1 The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Protected Health Information, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

2.1 Use and Disclosure. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law.

2.2 Safeguards. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as provided for by this Agreement.

2.3 Reporting. Business Associate agrees to promptly report to Covered Entity any Use or Disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware, including Breaches of Unsecured Protected Health Information as required at 45 C.F.R. §164.410, and any Security Incident of which it becomes aware.

2.4 Agents and Subcontractors. In accordance with 45 C.F.R. §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate agrees to ensure that any agent or Subcontractor that receives, creates, maintains, or transmits Protected Health Information on behalf of the Business Associate agrees to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

2.5 Access by Individuals. Business Associate agrees to make available Protected Health Information in a Designated Record Set to the Covered Entity or, if so directed by the Covered Entity, to the Individual or Individual's designee as necessary to satisfy Covered Entity's obligations under 45 C.F.R. §164.524.

2.6 Amendment. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. §164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. §164.526.

2.7 Accounting. Business Associate agrees to maintain and make available to the Covered Entity, or if so directed by the Covered Entity, to the Individual or the Individual's designee, the information necessary for Covered Entity to satisfy its obligations under 45 C.F.R. §164.528.

2.8 Delegated Duties. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

2.9 Governmental Access to Records. Business Associate agrees to make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

2.10 Mitigation. The Business Associate agrees to timely act to mitigate, to the extent practicable, any harmful effects that are known to Business Associate of a Use or Disclosure of Protected Health Information held by Business Associate in violation of the requirements of this Agreement.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

3.1 Except as otherwise limited by the terms of the Affiliation Agreement or this Agreement, Business Associate may use or disclose Protected Health Information as necessary to perform the services set forth in the Affiliation Agreement or as Required by Law.

3.2 Business Associate shall not use Protected Health Information to de-identify the information, except with the prior written authorization of the Covered Entity and consistent with the requirements of 45 C.F.R. §164.514.

3.3 Business Associate shall use only the Minimum Necessary amount of Protected Health Information to perform the specified functions, activities, or services set forth in the Affiliation Agreement, consistent with Covered Entity's Minimum Necessary policies and procedures.

3.4 Business Associate shall not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth below:

(a) Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(b) Business Associate may disclose Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.5 Business Associate shall not use Protected Health Information to provide Data Aggregation services, except with the prior written authorization of the Covered Entity.

3.6 Business Associate shall not use or disclose Protected Health Information for fundraising or marketing purposes, except with the prior written authorization of the Covered Entity and consistent with the requirements of 45 C.F.R. §164.514(f) and §164.508(a)(3).

3.7 Business Associate shall not disclose Protected Health Information to a health plan for payment or Health Care Operations purposes if the Business Associate has received written notice from the Individual or the Covered Entity that the Individual has made this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates, as required by 45 C.F.R. §164.522.

3.8 Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Health Information, except with the prior written authorization of the Covered Entity.

4. OBLIGATIONS OF COVERED ENTITY

4.1 Covered Entity shall notify Business Associate of any limitation(s) in the Notice of Privacy Practices of Covered Entity under 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's use or Disclosure of Protected Health Information.

4.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information.

4.3 Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.

4.4 Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except as permitted in paragraph 3.4.

5. TERM AND TERMINATION

5.1 Term. The Term of this Agreement shall be effective as of the Effective Date and shall terminate upon the termination of the Affiliation Agreement or on the date Covered Entity terminates this Agreement for cause as authorized in paragraph 5.2, whichever is sooner.

5.2 Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.

5.3 Breach Pattern or Practice by Agent or Subcontractor. If Business Associate knows of a pattern of activity or practice of its agent or Subcontractor that constitutes a material breach or violation of the Subcontractor's obligation under its contract or other arrangement with Business Associate, Business Associate shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the contract or arrangement, if feasible.

5.4 Breach Pattern or Practice by Covered Entity. Business Associate shall provide written notice to Covered Entity of any pattern of activity or practice of the Covered Entity that Business Associate believes constitutes a material breach or violation of the Covered Entity's obligations under the HIPAA Rules within five (5) business days of discovery and shall meet with the Covered Entity to discuss and attempt to resolve the problem or end the violation.

5.5 Obligations of Business Associate upon Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

(a) Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(b) Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information, including derivatives thereof, that the Business Associate or its agents or Subcontractors still maintains in any form;

(c) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information to prevent use or Disclosure of the Protected Health Information, other than as provided for in this paragraph 5.5, for as long as Business Associate retains the Protected Health Information;

(d) Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at paragraph 3.4 (a) and (b) which applied prior to termination; and

(e) Return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

6. INDEMNIFICATION AND INSURANCE

6.1 Indemnification. Business Associate hereby agrees to indemnify and hold harmless Covered Entity and its affiliates, and their respective officers, directors, shareholders, employees and agents from and against any and all liability, loss, fines, penalties, damage, claims or causes of action and expenses associated therewith (including, without limitation, court costs and attorneys' fees) caused directly or indirectly by Business Associate's breach of its obligations under this Agreement. Covered Entity may enforce Business Associate's obligations hereunder by seeking equitable relief, without bond, which remedy shall be nonexclusive.

6.2 Insurance. Business Associate shall obtain insurance for itself and all its employees, agents, and Subcontractors in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) annual aggregate which shall cover, among other things, Breaches. Business Associate shall provide Covered Entity with certificates of insurance or other written evidence of the insurance policy or policies required herein prior to the execution of the Agreement (or as shortly thereafter as is practicable) and as of each annual renewal of such insurance policies during the period of such coverage. Further, in the event of any modification, termination, expiration, non-renewal or cancellation of any of such insurance policies, Business Associate shall give written notice thereof to Covered Entity not more than ten (10) days following Business Associate's receipt of such notification. In the event Business Associate fails to procure, maintain or pay for the insurance required under this paragraph 6.2, Covered Entity shall have the right, but not the obligation, to obtain such insurance. In such event, Business Associate shall promptly reimburse Covered Entity for the cost thereof upon written request, and failure to repay the same upon demand by Covered Entity shall constitute a material breach of the Agreement.

7. MISCELLANEOUS

7.1 Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

7.2 Amendment to Comply with Law. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law, rules, or regulations that might modify the terms and conditions herein.

7.3 Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules. In the event any provision of this Agreement conflicts with the provisions of the Service Agreement, the provisions in this Agreement shall be deemed to control and such conflicting provision or part thereof shall be deemed removed and replaced with the governing provision herein to the extent necessary to reconcile the conflict.

7.4 Data Ownership. Business Associate acknowledges that it has no ownership rights with respect to the Protected Health Information.

7.5 Confidentiality. Business Associate shall cooperate with Covered Entity to preserve and protect the confidentiality of Protected Health Information accessed or used pursuant to the Agreement and shall not disclose or testify about such information during or after the termination of the Agreement except as Required By Law;

7.6 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself, and any Subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement available to Covered Entity at no cost to provide testimony in any capacity in the event of litigation, administrative proceedings, or other legal action commenced or contemplated against Covered Entity, its directors, officers or employees based upon a claimed violation of the HIPAA Rules or other federal or state law relating to security and privacy, except where Business Associate or its Subcontractor, employee or agent is a named adverse party.

7.7 Audits; Inspection and Enforcement. Within ten (10) days of a written request by Covered Entity, Business Associate and its agents or Subcontractors shall permit Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Health Information pursuant to this Agreement for the purpose of determining whether Business Associate has complied with the terms and conditions contained herein. The fact that Covered Entity inspects, fails to inspect, or has the right to such inspection does not relieve Business Associate of its responsibility to comply with this Agreement, nor does it constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Agreement. Business Associate shall notify Covered Entity in writing within ten (10) days of receipt of notice that Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

7.8 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with this Arrangement, the HIPAA Rules, or any other state or federal security or privacy law will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of Protected Health Information.

7.9 No Waiver. Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either party except by a writing signed by both parties.

7.10 Notices. All notices required or permitted under this Business Associate Agreement shall be in writing and sent to the other party as directed below or as otherwise directed by either party. All such notices shall be deemed validly given upon receipt of such notice by certified mail, return receipt requested or personal or courier delivery and sent to the following address:

If to Business Associate:

Rancho Santiago Community
College District, on behalf of
Santa Ana College
2323 North Broadway
Santa Ana, CA 92706
Attn: Vice Chancellor
Business Operations/

Fiscal Services

If to Covered Entity:

Orange County Global Medical Center
1001 North Tustin Avenue
Santa Ana, CA 92705
Attn: Chief Executive Officer

With a copy to:

KPC Healthcare, Inc.
1301 North Tustin Avenue
Santa Ana, CA 92705
Attn: Chief Compliance Officer

7.11 Survival. The obligations of Business Associate under paragraphs 5.5 (Obligations of Business Associate upon Termination), 7.5 (Confidentiality), 7.6 (Assistance in Litigation or Administrative Proceedings), and 7.7 (Audits; Inspection and Enforcement) shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

**COVERED ENTITY:
ORANGE COUNTY GLOBAL MEDICAL
CENTER, INC., D/B/A ORANGE COUNTY
GLOBAL MEDICAL CENTER**

**BUSINESS ASSOCIATE:
RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT, ON BEHALF OF
SANTA ANA COLLEGE**

By: _____

By: _____

Name: Suzanne Richards

Name: Peter J. Hardash

Title: Chief Executive Officer

Title: Vice Chancellor, Business Operations/
Fiscal Services

Date: _____

Date: _____

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

To:	Board of Trustees	Date: September 12, 2016
Re:	Approval of Fire Technology Agreement Renewal: State of California, Department of Parks and Recreation	
Action:	Request for Approval	

BACKGROUND

This is a standard renewal of an existing inter-agency fire instructional services agreement with the State of California, Department of Parks and Recreation.

ANALYSIS

This instructional agreement is administered in compliance with the guidelines issued by the State of California Community College Chancellors Office. This agreement shall be effective for a period of 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. This agreement carries a cost of a maximum of \$100,000 per fiscal year.

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement renewal with the State of California, Department of Parks and Recreation in San Clemente, California.

Fiscal Impact:	\$100,000/fy	Board Date: September 12, 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 Rodriguez, Ph.D., Chancellor, RSCCD	

PUBLIC ENTITY INSTRUCTIONAL SERVICES AGREEMENT

THIS AGREEMENT term is August 15, 2016 through August 14, 2021, by and between the Rancho Santiago Community College District, 2323 North Broadway, Santa Ana, California 92706 ("District") and the State of California, Department of Parks and Recreation ("DPR").

RECITALS

WHEREAS, under Government Code Section 53060 and Education Code Section 78021, the District desires to contract with the DPR as an independent contractor to the District; and

WHEREAS, the DPR has the personnel, expertise and equipment to provide the special services required herein; and

WHEREAS, the public interest, convenience and general welfare will be served by this contract;

NOW THEREFORE, DPR and District agree to the following:

PROVISIONS OF THE AGREEMENT

A. DPR'S RESPONSIBILITIES:

1. Services. DPR's responsibility shall be to diligently furnish to the District the services as set forth in Attachment A, hereby incorporated into this Agreement by this reference.

2. Student Attendance Records. Records of student attendance and achievement will be maintained by DPR. Records will be open for review at all times by officials of the District and submitted to the district when requested to meet reporting requirements of the State Chancellor.

B. DISTRICT'S RESPONSIBILITIES:

1. Job Market Study. Prior to establishment of this vocational or occupational training program, the District's governing board shall conduct a job market study of the labor market area and determine that the results justify the proposed vocational education program.
2. Educational Program. District is responsible for the educational program that will be conducted on site.
3. Supervise and Control Instruction. The instruction to be claimed for apportionment under this contract shall be under the immediate supervision and control of a District employee who has met the minimum qualifications for instruction in a vocational subject in a California community college.
4. Instructor Who Is Not a District Employee – District's Responsibilities.
Where DPR's instructor is not a paid employee of the District, the District shall have a written agreement with each such instructor who is conducting instruction for which Full Time Equivalency Students (FTES) are to be reported. The agreement shall state that the District has the primary right to control and direct the instructional activities of DPR's instructor.

5. Qualifications of Instructors. District shall list the minimum qualifications for instructors teaching these courses. Such qualifications shall be consistent with requirements in other similar courses given within the District.
6. District's Control of and Direction for Instructors. District shall provide instructors with an orientation, instructors manual, course outlines, curriculum materials, testing and grading procedures, and any of the other necessary materials and services that it would provide to its regular instructors on campus.
7. Courses of Instruction. These are specified in Attachment A to this Agreement. It is the District's responsibility to ensure that the outlines of record for such courses are approved by the District's curriculum committee as meeting Title 5 course standards, and that the courses have been approved by the District's board of trustees.
8. Different Sections of Courses. District shall have procedures that ensure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. Such procedures apply to the faculty and courses that are the subject of this contract, and the students shall be held to a comparable level of rigor.
9. Enrollment. District will advise DPR of the enrollment period, student enrollment fees, the number of class hours sufficient to meet the stated performance objectives, policy regarding the supervision and evaluation of students, and the procedure applicable to the withdrawal of students prior to completion of a course or program.

10. Obtaining Approval of Degree and Certificate Program is District's Responsibility. It is required that degree and certificate programs have been approved by the State Chancellor's Office and courses that make up the programs must be part of the approved programs, or District must have received delegated authority to separately approve those courses locally.
11. Classes Held Outside of District. If the classes are to be located outside the boundaries of the District, the District must comply with the requirements of Title 5, concerning approval by adjoining high school or community college districts and use of non-District facilities.
12. Funding Source. District shall certify that it does not receive full compensation for the direct education costs of the course from any public or private agency, individual, or group.
13. Certification. District is responsible for obtaining certification verifying that the instruction activity to be conducted will not be fully funded by other sources.

C. FEE

1. DPR Fee and Expenses. The fee to be paid by District for the services and materials to be supplied hereunder is: \$3.50 per student contact hour, not to exceed \$100,000.00 (one hundred thousand dollars and no cents) per fiscal year.
2. Invoices. DPR shall invoice the District at intervals prescribed by the district, supplying documentation acceptable to the District of student contact hours.

D. TERMS AND CONDITIONS

1. Facilities. DPR and District agree that the course shall be held at facilities that are clearly identified as being open to the general public.
2. Open Enrollment. District and DPR agree that enrollment in the course must be open to any person who has been admitted to the college and has met any applicable prerequisites. The District's policy on open enrollment is published in the college catalogue and schedule of classes (Title 5, Section 51006), along with a description of the course and information about whether the course is offered for credit and is transferable.
3. Support Services for Students. Both DPR and District shall ensure that ancillary and support services are provided for the students (e.g. Counseling and Guidance, and Placement Assistance).
4. District's Indemnification. District shall be responsible for, and State (DPR) shall not be answerable or accountable in any manner for any loss or expense by reason of any damage or injury to person or property, or both, arising out of or related to activities carried out by State (DPR), its agents, officers, and/or employees, under this Agreement. District shall protect, hold harmless, indemnify and defend the State (DPR), its agents, officers, and/or employees against any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization or person arising out of or in connection with all activities hereunder, whether or not there is concurrent passive negligence on the part of State (DPR), its agents, officers, and/or employees, but excluding such actions, claims, damages to persons or

property, penalties, obligations or liabilities arising from the sole negligence or wrongful act or omission of State (DPR).

5. State's Indemnification. The State (DPR) shall be liable, to the extent allowed by law and subject to California Government Code, Division 3.6, providing for the filing of tort claims against the State, for personal injuries or property damage resulting from the sole negligent or wrongful act or omission of any State (DPR) employee while acting within the scope of his or her employment, arising out of this Agreement.
6. Term of Agreement. Either party may cancel or terminate this Agreement without cause upon 30 days prior written notice given to the other party.
7. Termination For Cause. The District may terminate this Agreement and be relieved of any consideration to DPR should DPR fail to perform the covenants herein at the time and in the manner provided. In the event of such termination, the District may proceed with the work in any manner deemed proper by the District. The cost to the District shall be deducted from any sum due the DPR under this Agreement.
8. Assignment. This Agreement shall not be assigned by DPR either in whole or in part. Any such purported assignment voids this Agreement.
9. Time Is of the Essence. Time is of the essence for each of the provisions of this Agreement, and all the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

10. Amendments. No amendments of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein shall be binding on any of the parties hereto.

E. Equal Employment Opportunity Clause

The parties to this contract agree to promote equal employment opportunities through its policies and regulations. This means that both parties will not discriminate, nor tolerate discrimination, against any applicant or employee because of race, color, religion, gender, sexual orientations, national origin, age, disabled, or veteran status. Additionally, the parties will provide an environment that is free from sexual harassment, as well as harassment and intimidation on account of an individual's race, color, religion, gender, sexual orientation, national origin, age, disability, or veteran status.

IN WITNESS WHEREOF, the parties have executed this Agreement hereto on the day and year first written above.

**DPR: STATE OF CALIFORNIA,
DEPARTMENT OF PARKS AND
RECREATION**

State of California, Department of Parks
and Recreation
3030 Avenida Del Presidente
San Clemente Ca. 92672

**DISTRICT: RANCHO SANTIAGO
COMMUNITY COLLEGE DISTRICT**

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

**Jennifer Tustison
Contract Specialist**

**Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services**

Date: _____

Date: _____

ATTACHMENT A
INTER-AGENCY SERVICES
TO BE PROVIDED BY:

State of California

Department of Parks and Recreation

1. **Teaching Approved Curriculum:** All student contact hours submitted by “DPR” to District shall be part of a course of instruction that has either been approved by the **District’s** Curriculum and Instruction Council, or has been accepted as a topics course and approved by the **District’s** Chief Instructional Officer.
2. **Instructor Qualifications:** All student contact hours submitted by the “DPR” to the **District** shall have been taught under the line of sight supervision of instructors who meet the **District’s** minimum or equivalent qualifications for hiring as part-time Fire Technology instructors. This expertise is furnished at the expense of DPR. The services include the use of their specialized equipment, facilities, all handouts, and instructors with specific expertise.
3. **Non-Overlap with Other Funding Sources:** The above instructional hours are conducted as full time equivalent students (FTES) under courses through the Fire Technology Department of the **District** and the “DPR” certifies that no student contact hours will be submitted to the **District** which also have been or will be submitted for California Joint Apprenticeship Committee, JPTA funding or state sponsored colleges.
4. **Enrollment of Students:** The **District** will supply current student enrollment forms to the DPR. The DPR will return properly completed enrollment forms and enrollment fees to the **District**. The DPR recognizes that out-of-state tuition fees will be charged for students who are not California residents. Student attendance and achievement records will be maintained by the agency and be available for review at normal business hours.
5. **Instructional Activities:** The Administrators of **District** and the “DPR” and/or their designees will meet at mutually agreed intervals to plan, review class hours to meet performance objectives, schedule and budget for instructional activities; the joint consent of the **District** and the DPR shall precede any instructional activity and include supervision and evaluation of students and student withdrawals prior to completion of a course.

6. **List of Course(s) Or Course Topics:** The District will make available to the DPR all courses listed in the course catalog and additional topics classes consistent with District standards for curriculum adoption.

7. **Services:** The District and the DPR will ensure that ancillary and support services such as counseling, guidance, and placement assistance are available to all students and that enrollment in courses is open to any person who has been admitted to the District's colleges and has met applicable pre-requisites.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College School of Continuing Education**

To:	Board of Trustees	Date:	September 12, 2016
Re:	Approval and Certification of Santa Ana College School of Continuing Education High School Diploma Program Graduate List 2015-2016		
Action:	Certification of High School Diploma Graduates for 2015-2016		

BACKGROUND

Adult Basic Education/High School Subjects is an authorized/mandated area for community college noncredit programs. The Santa Ana College School of Continuing Education thereby offers the necessary course work and proficiencies that lead toward the attainment of a high school diploma.

ANALYSIS

The attached 134 graduates have completed all High School Diploma Program requirements for the academic year 2015-2016.

RECOMMENDATION

It is recommended that the Board of Trustees approve and certify the attached list of 2015-2016 High School Program Graduates for the Santa Ana College School of Continuing Education.

Fiscal Impact:	None	Board Date:	September 12, 2016
Prepared by:	James Kennedy, Ed.D., Vice President, SAC School of Continuing Education		
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD		

**Santa Ana College
School of Continuing Education
2015-2016 Graduates**

AGUILAR, STEVEN
ALEMAN, GERARDO
ALVARADO, ASAEL B.
AMBOOKEN, SAJI S.
ARANDA, JUAN C.
ARMENTA, RAQUEL
ATIQU, ALEENA
BARAJAS, JESSICA
BARRERO, MYRIAM
BARRIOS, DARWIN
BERMEO, JUAN A.
BISSON, JAMES Z.
CAMPOS, WILBER
CAPACETE, JULIE
CARRIERE, JOHN
CASPETA, ROSARIO
CASSIDY, MARY E.
CASTANEDA, ALEJANDRA
CASTANEDA, GAIL
CASTANEDA, ISRAEL
CHAVEZ, LAURA
CHERQAQUI, SARA
CONTRERAS, MAX
CORTEZ, MARCOS
CRUZ, MARIA
DE LA CRUZ, ROSA
DE LA TORRE, CLAUDIA P.
DELGADO, NATALY
DIAZ, WILSON
ESCAMILLA, JOSE
ESCOBEDO, PRISCILLA R.
ESPINOZA, AGUSTIN
FELIX DE VIDAL, GLORIA
FERNANDEZ LOPEZ, FABIOLA
FERNANDEZ, NICOLAS A.
FERNANDEZ, NORMALIDIA
FUENTES, JOSE M.
GALAN, SERGIO
GALAVIZ, ADAM
GALINDO, SERGIO
GARCIA, EDGAR
GARCIA, MAYRA A.
GARCIA, REBECCA
GASTELUM, NORA GUADALUPE
GOMEZ, JOSEPH

GOMEZ, STEPHANIE
GONZALEZ, ANGELA M.
GONZALEZ, OSCAR
GUADALUPE, BENITO
GUTIERREZ, JUAN
HEREDIA, ANTONIO
HERNANDEZ LOMELI, LUZ DEL C.
HERNANDEZ, JULIO
HERNANDEZ, MARTIN
HO, LAN N.
HUIZAR, NICOLE K.
HUYNH, SON N.
JIMENEZ, YENSY P.
KIARIE, GRACE M.
KUE, DAVID
LAZARO, JUANITA
LOPEZ, LUZ DAYANNA
LOPEZ, NOEMI
LUIS, LAIR DAVID
LUU, THANG V.
MARQUEZ, VALERIA
MARTINEZ, BIANCA
MARTINEZ, BRIDGET M.
MARTINEZ, DAISY
MARTINEZ, MAYRA
MENDOZA, JAVIER
MERIDA, MARIO
MEZA, TERESA
MOORE, MARNAE
MOTA, DIANA M.
MUNOZ, REYNALDO
NAVA, SOFIA
NERI, KRISTINA
NGUYEN, HIEU T.
NGUYEN, KHANH N.
NGUYEN, NGAN
NGUYEN, THANH DAC
NGUYEN, THUY THI
NUNEZ, JENNIFER
OCHOA, JULIO
OCHOA, SANDRA
ORTEGA, ANGELICA
PABLO, JOSE
PADILLA, EDGAR A.
PAYAN, IVAN R.

PINEDA, SANDY L.
RABADAN, CESAR
RAMIREZ, ANDRES I.
RAMIREZ, CITLALINCE
RAMIREZ, JUSTIN G.
RAMIREZ, LILIBED
RAMIREZ, ROCIO
RAMOS, RICARDO J.
RAMPONI, ISAAC M.
RAMPONI, TINA M.
RIVAS, ADA
RIVERA, ANDREW L.
RIVERA, RIGOBERTO
RIZO, OMAR J.
ROBINSON, MARCIA E.
RODRIGUEZ, ALICIA
RODRIGUEZ, FRANK A.
ROMERO, ALMAROSA
ROMO, SANDRA
RUBIO, ANA L.
SALGADO, GABRIELA
SANCHEZ, FRANCISCO
SANDERS, AMANDA C.
SERRANO, CHRISTIAN
SHOEMAKER-POPKOVA, TETIANA
SILVA, JOCELYN
SOTO, SARA
STUBBS, SUZANNE J.
TAFOYA, FABIOLA
TREJO, JAZMIN J
TRUJILLO, CIRA
TRUONG, DANIEL
UMANA, BRENDA G.
URZUA, BEATRIZ
VALADEZ, JONATHAN
VALDEPENNA, DANIELA E.
VALENCIA, VALERIA
VAZQUEZ, MICHELLE B.
VEGA, AARON
VEGA, ESTEVAN
VENTURA, ANA
VERA, VERONICA
ZATARAIN, MELISSA
ZUL, HUGO

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

To: Board of Trustees	Date: September 12, 2016
Re: Approval and Certification of Santiago Canyon College, Orange Education Center High School Diploma Program Graduates for 2015-2016	
Action: Request for Approval	

BACKGROUND

Adult Basic Education/High School Subjects is an authorized/mandated area for community college noncredit programs. The Orange Education Center thereby offers the necessary course work and proficiencies that lead toward the attainment of a high school diploma.

ANALYSIS

The attached 50 graduates have completed all High School Diploma Program requirements for the academic year 2015-2016.

RECOMMENDATION

It is recommended that the Board of Trustees approve and certify the attached list of Certification of Santiago Canyon College, Orange Education Center High School Diploma Program Graduates for 2015-2016.

Fiscal Impact: None	Board Date: September 12, 2016
Prepared by: Jose Vargas, Vice President, Continuing Education, Santiago Canyon College	
Submitted by: John Hernandez, Ph.D., Interim President	
Recommended by: Raúl Rodriguez, Ph.D., Chancellor	



Orange Education Center

Santiago Canyon College, Division of Continuing Education
1465 N. Batavia Street • Orange, CA 92867-3504
(714) 628-5900 • FAX (714) 629-5909 • www.sccollege.edu

Inter-Office Memorandum

Office of the Vice President

To: John Hernandez, Ph.D., Interim President **Date:** September 1, 2016
Santiago Canyon College

From: Jose F. Vargas, Vice President
SCC Continuing Education

Subject: **High School Diploma Graduates 2015/2016**

The following is the list of the Santiago Canyon College Division of Continuing Education High School Diploma Graduates for 2015-2016. We proudly submit fifty (50) student names to the Board of Trustees for certification.

1. Abad, Dolores
2. Agular, Anthony
3. Aiono, Deston Jovan
4. Alarcon, Madai Adriana
5. Beck, Theresa Don
6. Brito, Nahum
7. Bustos, Franceline
8. Castro, Hayden Scott
9. Castro, Lucy
10. Centeno, Carlos Roberto
11. Chavez, Angel Giovanni
12. Cora, Patrick Takashi
13. De Leon, Michelle Verdine
14. Diaz, Aaron
15. Douglas, Thandiwei Kabibi
16. Escalante, Reginaldo
17. Favela, Estefany
18. Feeney, Carisa Aime
19. Flatt, Lucy
20. Gomez, Eliza Veronica
21. Gutierrez, Miguel A.
22. Guzman, Emelia
23. Hernandez, Luis Fernando
24. Horvath, Brandon
25. Hou, Isaac
26. Landero, Everado
27. Le, Joe
28. Le, Kimberly
29. Lopez, Christian Michael
30. Luce, Ulida
31. Lupercio, Maria A.
32. McCarthy, Kellie Ann
33. Nugent, Jazmyne Amber
34. Olmedo, Julieta Rocio
35. Orenday, Martha
36. O'Shea, Amber Marie.
37. Peacock, Morgan L.
38. Perez, Juan Carlos
39. Reyes-Estrada, Jose Ricardo
40. Rivera, Carla
41. Rodriguez, Elizabeth
42. Rojas, Elvia
43. Santiesteban, Santiago
44. Soussana, Henri
45. Spence, Scott A.
46. Taylor-Reyes, Jordan
47. Urbina, Ramon
48. Vargas, Jaime
49. Vences Perez, Omar David
50. Wackerman, Cody Michael

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

To: Board of Trustees	Date: September 12, 2016
Re: Approval of Memorandum of Understanding for Bridge Program with Orange Unified School District for 2016-2017	
Action: Request for Approval	

BACKGROUND

Since September 2005, the Rancho Santiago Community College District (RSCCD) and the Orange Unified School District (OUSD) have collaborated on providing a Bridge Program for OUSD students. The Bridge Program was developed to primarily serve higher achieving OUSD students who need an additional class to meet college requirements but cannot fit that course into the regular school day. This Memorandum of Understanding (MOU) is to authorize the Santiago Canyon College – Orange Education Center (SCC-OEC) to continue to provide Bridge classes at OUSD sites for the period of September 9, 2016 through June 30, 2017. Attached is the MOU describing the roles and responsibilities of RSCCD and OUSD.

ANALYSIS

Through this MOU, the OUSD will provide classroom space, free-of-charge, to SCC-OEC to offer noncredit classes during zero period (before the start of the school day) at OUSD high school sites. State apportionment for students attending these Bridge classes at OUSD sites will be collected by SCC-OEC.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Memorandum of Understanding for Bridge Program between RSCCD and OUSD for the period of September 9, 2016 through June 30, 2017 as presented.

Fiscal Impact: Apportionment	Board Date: September 12, 2016
Prepared by: Jose Vargas, Vice President, Continuing Education, Santiago Canyon College	
Submitted by: John Hernandez, Ph.D., Interim President	
Recommended by: Raúl Rodriguez, Ph.D., Chancellor	

**Memorandum of Understanding
Bridge Classes Program
2016-2017**

Since September 2005, the Rancho Santiago Community College District (RSCCD) and the Orange Unified School District (OUSD) have collaborated on providing a Bridge Program for OUSD students. The Bridge Program was developed to primarily serve higher achieving OUSD students who need an additional class to meet college requirements but cannot fit that course into the regular school day. This document will serve as a declarative statement of previously agreed upon terms and will be effective September 9, 2016 through June 30, 2017. Under this Memorandum of Understanding:

RSCCD will continue to:

- A. Provide program administration and non-classroom coordination.
- B. Hire, orient, and train instructors recruited by OUSD.
- C. Provide instruction to OUSD students in previously approved courses at times other than during their regular school day (typically in the mornings before the start of the regular school day). Sessions may be held in the Fall and Spring terms during the school year as attendance requirements dictate.
- D. Schedule classes that are aligned with the OUSD academic calendar.
- E. Process and transfer of grades by deadlines.
- F. Report and collect State apportionment for the classes provided. In the event the instructor of record is absent, RSCCD will not claim any apportionment for classes conducted by a substitute.

OUSD will continue to:

- A. Provide classroom space for the Bridge Classes program at no cost to RSCCD. Classes shall be held at facilities that are clearly identified as being open to the general public and enrollment in the courses is open to any person who has been admitted to the college and has met any applicable prerequisites.
- B. Provide Textbooks/classroom materials.
- C. Facilitate enrollment, insofar as assisting with maintaining the minimum of 20 students that is required to keep a class open.
- D. Not report or collect State apportionment for the Bridge classes provided.
- E. Provide substitute instructors in the event that the instructor of record is absent.

RSCCD and OUSD further understand and agree that:

- A. Bridge classes will follow the traditional OUSD instructional calendar. Bridge classes are scheduled to begin the second day of the Fall semester, and continue through the end of the OUSD academic year.
- B. Both parties will continue to operate on the basis of sound administrative policies and adhere to non-discriminatory practices and do not and shall not discriminate on the basis of sex, race, disability, sexual orientation, religion, ethnic or national origin, age, prior educational status, or any other unreasonable basis for discrimination.
- C. Both parties will continue to comply with Title VI of the Civil Rights Act of 1964, Title IX of the Higher Education Act of 1972, Section 504 of the Rehabilitation Act of 1973, the U.S. Presidential Executive Order 11246, and subsequent amendments, if applicable.
- D. Both parties will comply with any and all requirements of the Americans with Disabilities Act.
- E. Both parties will hold each other harmless, defend and indemnify the other party, and the officers, employees, Boards, volunteers, and agents of the other party from and against all losses, claims or expenses arising out of an liability for personal injury, bodily injury to person(s), contractual liability and damage sustained or claimed to have been sustained arising out of activities of the parties to this agreement or the activities of either party's Boards, officers, agents, employees, or volunteers. Each party further agrees to waive all rights of subrogation against the other party. The provisions of this indemnity agreement do not, however, apply to any losses, claims or expenses caused by negligence of the party's officers, employees, volunteers, or agents.
- F. Upon one semester advance written notice by either of the parties hereto, this agreement may be terminated for any reason.
- G. Any modifications to this agreement must be in the form of a written amendment, signed by both parties.

In witness thereof, said parties below have agreed upon the terms described above and will abide by those terms in accord with the agreement.

ORANGE UNIFIED SCHOOL DISTRICT

Signature: _____ Date: _____

Claudio (Joe) Sorrera
Assistant Superintendent/CBO Business Svcs.
Orange Unified School District
726 W. Collins Ave.
Orange, CA 92867

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Signature: _____ Date: _____

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College
Academic Affairs

To:	Board of Trustees	Date: August 26, 2016
Re:	Approval of Agreement with Pacific Clinic's Recovery Education Institute	
Action:	Request for Approval	

BACKGROUND

Pacific Clinics' Recovery Education Institute (REI) in Orange County is a training institute focused on higher education specifically geared toward individuals with lived experiences and their family members. REI provides a wide array of educational training services that support REI-enrolled students to advance their education, as well as assist them to successfully transition into other educational settings.

Santiago Canyon College will provide academic credit courses to REI students at the REI facility at 401 South Tustin Street, Orange, California 92866.

ANALYSIS

Santiago Canyon College will contract with Pacific Clinics' Recovery Education Institute to provide non-apportionment generating courses to students at REI.

All courses will be taught by Santiago Canyon College faculty.

RECOMMENDATION

It is recommended the board approve the agreement with Pacific Clinic's Recovery Education Institute in Orange, California.

Fiscal Impact: None	Board Date: September 12, 2016
Prepared by:	Marilyn Flores, Ph.D., SCC Vice President, Academic Affairs
Submitted by:	John Hernandez, Ph.D., Interim President
Recommended by:	Dr. Raúl Rodríguez, Ph.D., Chancellor

AGREEMENT FOR PROVISION OF
RECOVERY EDUCATION INSTITUTE SERVICES
BETWEEN
SANTIAGO CANYON COLLEGE
AND
PACIFIC CLINICS
2016-2017 Academic Year

THIS AGREEMENT, entered into this 22nd day of August, 2016, which date is enumerated for purposes of reference only, is by and between **Pacific Clinics**, hereinafter referred to as "PROVIDER," and **Rancho Santiago Community College District on behalf of Santiago Canyon College**, hereinafter referred to as "SUBCONTRACTOR."

WITNESSETH:

WHEREAS, PROVIDER has entered into an Agreement with the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," to offer Recovery Education Institute Services to the residents of Orange County; and

WHEREAS, PROVIDER is desirous of contracting with SUBCONTRACTOR, for the provision of Educational Courses for college credit described herein to the residents of Orange County; and

WHEREAS, SUBCONTRACTOR is agreeable to the rendering of such services according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. ALTERATION OF TERMS

A. This Agreement, together with Exhibits A, B, attached hereto and incorporated herein by reference, fully expresses all understanding of PROVIDER and SUBCONTRACTOR with respect to the subject matter of this Agreement.

B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of, the terms of this Agreement or any Exhibits, whether written or verbal, made by the parties, their officers, employees or agents shall be valid unless made in writing and formally approved by PROVIDER, SUBCONTRACTOR.

2. COMPENSATION

A. PROVIDER shall compensate SUBCONTRACTOR, monthly in arrears, actual costs of services provided as identified herein, according to the cost of each individual course up to a maximum obligation of \$22,500, as referenced in Exhibit B, and any additional costs incurred by the college to accommodate the instructional needs of students with Verified Special Needs/Disabilities (DSPS), for whom the college must provide accommodations as referenced in Exhibit A, up to a maximum obligation of \$10,000.

B. SUBCONTRACTOR shall receive no compensation for the services provided pursuant to this Agreement, except as set forth in Exhibit B to this Agreement.

C. The obligation of PROVIDER under this Agreement is contingent upon the availability of funds furnished by COUNTY. In the event that such funding is terminated or reduced, this Agreement may be terminated. PROVIDER shall give SUBCONTRACTOR written notification of such termination as specified in the Termination Paragraph of this Agreement. Notice shall be deemed served on the date of mailing.

D. PROVIDER and SUBCONTRACTOR may mutually agree, in writing, to modify the Compensation Paragraph of this Agreement.

3. COMPLIANCE

A. COMPLIANCE PROGRAM - COUNTY has established a Compliance Program for the purpose of ensuring adherence to all rules and regulations related to federal and state health care programs.

1. PROVIDER has the option to adhere to COUNTY's Compliance Program or establish its own provided it has been approved and accepted by COUNTY's Compliance Officer.

2. PROVIDER shall ensure that SUBCONTRACTOR is made aware of the Compliance Program and Code of Conduct approved by COUNTY's and relevant policies and procedures relating to the Compliance Program, which is located at the following website:

<http://www1.ochca.com/ochealthinfo.com/training/compliance/>.

3. PROVIDER shall make Compliance Training, approved by COUNTY, available to SUBCONTRACTOR. Such training shall be made available to SUBCONTRACTOR within thirty (30) calendar days of employment or engagement, and annually thereafter.

4. Upon approval of PROVIDER's Compliance Program by COUNTY's Compliance Officer, SUBCONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of PROVIDER's Compliance Program and related policies and procedures.

B. SUBCONTRACTOR's personnel shall hold and maintain during the performance of this Agreement any and all applicable licenses, permits, and/or certificates necessary for performance of the services under this Agreement, and shall comply with all applicable federal, state, and local laws, statutes, regulations, rules, and ordinances, as well as with all SUBCONTRACTOR'S policies, rules, and procedures in the performance of the services under this Agreement. Per Education Code Sections 87013 and 88024, all permanent employees of SUBCONTRACTOR shall be fingerprinted within ten working days of employment. In addition, all SUBCONTRACTOR'S part-time instructors shall also be fingerprinted within ten working days of employment.

4. CONFIDENTIALITY

A. SUBCONTRACTOR shall agree to maintain the confidentiality of all records, including billings and audio and/or video recordings, in accordance with all applicable federal, state and COUNTY codes and regulations, as they now exist or may hereafter be amended or changed.

1. SUBCONTRACTOR acknowledges and agrees that all persons served pursuant to this Agreement are clients, and family members of clients, of the COUNTY Mental Health services system, and therefore it may be necessary for authorized staff of COUNTY and/or PROVIDER to audit client files, or to exchange information regarding specific clients with COUNTY or other providers of related services contracting with COUNTY.

2. SUBCONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written consents for the release of information from all persons served by SUBCONTRACTOR pursuant to this Agreement. Such consents shall be obtained by SUBCONTRACTOR in accordance with California Civil Code, Division 1, Part 2.6 relating to confidentiality of medical information.

3. In the event of a collaborative service agreement between Mental Health services providers, SUBCONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information, from the collaborative agency, for clients receiving services through the collaborative agreement.

B. SUBCONTRACTOR agrees to implement administrative, physical and technical safeguards, that reasonably and appropriately protect the confidentiality integrity, and availability of all confidential information that it creates, receives maintains or transmits. SUBCONTRACTOR shall provide PROVIDER with information concerning such safeguards.

C. SUBCONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to SUBCONTRACTOR, in violation of the applicable state and federal regulations regarding confidentiality. SUBCONTRACTOR shall report to PROVIDER any issues regarding confidentiality.

5. EMPLOYEE ELIGIBILITY VERIFICATION

SUBCONTRACTOR warrants that it shall fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees, sub-subcontractors and consultants performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. SUBCONTRACTOR shall obtain, from all employees, sub-subcontractors and consultants 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. SUBCONTRACTOR shall retain all such documentation for all covered employees, subcontractors and consultants for the period prescribed by the law.

6. CONFLICT OF INTEREST

A. The parties hereto acknowledge that SUBCONTRACTOR may be affiliated with one or more organizations or professional practices located in Orange County. SUBCONTRACTOR therefore

warrants that he/she shall not violate any applicable law, rule or regulation of any governmental entity relating to conflict of interest. Except as specified in the Services Paragraph of this Agreement, SUBCONTRACTOR shall not knowingly undertake any act which unjustifiably results in any relative benefit to any organization or professional practice with which he/she is affiliated as a direct or indirect result, whether economic or otherwise in nature, of the performance of duties and obligations required by this Agreement, when compared to the result such act has on any other organization or professional practice.

B. SUBCONTRACTOR, while providing services under this Agreement, shall not refer consumers or accept consumer referrals to his or her private practice or for any professional clinical services.

7. DELEGATION AND ASSIGNMENT

SUBCONTRACTOR may not delegate the obligations or assign the rights hereunder, either in whole or in part without prior written consent of PROVIDER and ADMINISTRATOR. This Agreement shall not terminate or alter the responsibilities of PROVIDER to COUNTY to assure that all activities and provisions described in COUNTY's Agreement with PROVIDER shall be carried out.

8. INDEMNIFICATION

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

B. In the event SUBCONTRACTOR provides services at the PROVIDER's facility, SUBCONTRACTOR shall ensure its compliance with all safety and health requirements for its employees in accordance with federal, state and COUNTY safety and health regulations.

9. INSPECTIONS AND AUDITS

A. PROVIDER, COUNTY, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any other of their authorized representatives, shall have access to any books, documents, and records, including but not limited to, financial, medical and client records of SUBCONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance paragraph of this Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are provided.

B. SUBCONTRACTOR shall actively participate and cooperate with any person specified in

Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this Agreement, and shall provide the above-mentioned persons adequate office space to conduct such evaluation or monitoring.

C. AUDIT RESPONSE

1. Following an audit report, in the event of non-compliance with applicable laws and regulations governing funds provided through this Agreement, PROVIDER may terminate this Agreement as provided for in the Termination paragraph or direct SUBCONTRACTOR to immediately implement appropriate corrective action. A plan of corrective action shall be submitted to PROVIDER and COUNTY in writing within thirty (30) calendar days after receiving notice from PROVIDER and/or COUNTY.

2. If the audit reveals that money is payable from one party to the other, that is, reimbursement by SUBCONTRACTOR to PROVIDER, or payment of sums due from PROVIDER to SUBCONTRACTOR, said funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from SUBCONTRACTOR to PROVIDER, and such reimbursement is not received within said sixty (60) calendar days, PROVIDER may, in addition to any other remedies provided by law, reduce any amount owed SUBCONTRACTOR by an amount not to exceed the reimbursement due PROVIDER.

D. SUBCONTRACTOR shall forward to PROVIDER and COUNTY a copy of any audit report within fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management, financial, programmatic or any other type of audit of SUBCONTRACTOR's operations, whether or not the cost of such operation or audit is reimbursed in whole or in part through this Agreement.

10. LICENSES AND LAW

A. SUBCONTRACTOR shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, State of California, COUNTY, and any other applicable governmental agencies. SUBCONTRACTOR shall notify PROVIDER immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of an appeal, permits, licenses, approvals, certificates, waivers and exemptions. Said inability shall be cause for termination of this Agreement.

B. SUBCONTRACTOR shall comply with all laws, rules or regulations applicable to the services provided hereunder, as any may now exist or be hereafter amended or changed.

11. LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

A. Any written information or literature, including educational or promotional materials, distributed by SUBCONTRACTOR to any person or organization for purposes directly or indirectly related to this Agreement must be approved at least thirty (30) days in advance and in writing by PROVIDER and COUNTY before distribution. For the purposes of this Agreement, distribution of written materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the internet.

B. Any advertisement through radio, television broadcast or the internet for educational or promotional purposes, made by SUBCONTRACTOR for purposes directly or indirectly related to this Agreement must be approved at least thirty (30) days in advance and in writing by PROVIDER and ADMINSTRATOR.

C. If SUBCONTRACTOR uses social media (such as Facebook, Twitter, YouTube, or other public available social media sites) in support of the services described within this Agreement, SUBCONTRACTOR shall develop social media policies and procedures and have them available to PROVIDER and COUNTY upon reasonable notice. SUBCONTRACTOR shall inform PROVIDER and COUNTY of all forms of social media used to either directly or indirectly support the services described within this Agreement. SUBCONTRACTOR shall comply with COUNTY Social Media Use P&P as they pertain to any social media developed in support of the services described within this Agreement. SUBCONTRACTOR shall also include any required funding statement information on social media when required by PROVIDER and COUNTY.

D. Any information as described in the Literature, Advertisement, and Social Media Paragraph of this Agreement shall not imply endorsement by PROVIDER or COUNTY, unless PROVIDER and COUNTY consent thereto in writing.

12. NOTICES

Unless otherwise specified, all notices, claims, correspondence, reports and/or statements authorized or required by this Agreement shall be effective:

A. When written and deposited in the United States mail, first class postage prepaid and addressed as specified in the Referenced Contract Provisions of the Agreement or as otherwise directed by COUNTY and/or PROVIDER;

B. When faxed, transmission confirmed;

C. When sent by Email; or

D. When accepted by United States Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service.

13. PAYMENTS

A. PROVIDER shall pay SUBCONTRACTOR for the actual costs of providing the services hereunder; provided, however, the total of such payments does not exceed SUBCONTRACTOR'S Maximum Obligation as referenced in the Compensation Paragraph of this Agreement; and provided further, SUBCONTRACTOR'S costs are reimbursable pursuant to COUNTY, state, and federal Regulations. PROVIDER may, at its discretion, pay supplemental invoices for any month that has not been fully paid.

B. SUBCONTRACTOR'S invoices shall be on a form approved or supplied by PROVIDER and provide such information as is required by PROVIDER. Monthly payments are interim payments only, and subject to final settlement in accordance with the Expenditure Report Paragraph of this Agreement. Invoices are due the seventh (7th) business day of each month. Invoices received after the due may not be paid within the same month. Payments to SUBCONTRACTOR should be released by PROVIDER

no later than twenty-one (21) calendar days after receipt of the correctly completed invoice form.

fails to comply with any provision of this Agreement.

C. SUBCONTRACTOR shall not claim reimbursement for services provided beyond the expiration and/or termination of this Agreement, except as may otherwise be provided under this Agreement, or specifically agreed upon in a subsequent Agreement.

D. PROVIDER and SUBCONTRACTOR may mutually agree, in writing, to modify the Payments Paragraph of this Agreement.

14. RECORDS MANAGEMENT AND MAINTENANCE

A. SUBCONTRACTOR, shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided and in accordance with this Agreement and all applicable requirements, which include, but are not limited to:

1. California Code of Regulation Title 22, §§70751(c), 71551(c), 73543(a), 74731(a), 75055(a), 75343(a), and 77143(a).

2. State of California, Health and Safety Code §123145.

B. SUBCONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of Protected Health Information (PHI) and prevent the intentional or unintentional use or disclosure of PHI in violation of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), federal and state regulations and/or COUNTY HIPAA Policies. SUBCONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state regulations and/or COUNTY policies.

C. SUBCONTRACTOR's participant, client, and/or patient records shall be maintained in a secure manner. SUBCONTRACTOR shall maintain patient records and must establish and implement written record management procedures.

D. SUBCONTRACTOR shall ensure appropriate financial records related to cost reporting, expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

E. SUBCONTRACTOR shall ensure all appropriate state and federal standards of documentation, preparation, and confidentiality of records related to participant, client and/or patient records are met at all times.

F. SUBCONTRACTOR may be required to pay any costs associated with a breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification. SUBCONTRACTOR shall pay any and all such costs arising out of a breach of privacy and/or security of PII and/or PHI.

G. SUBCONTRACTOR shall retain all participant, client, and/or patient medical records for seven (7) years following discharge of the participant, client and/or patient, with the exception of non-emancipated minors for whom records must be kept for at least one (1) year after such minors have reached the age of eighteen (18) years, or for seven (7) years after the last date of service, whichever is longer.

H. SUBCONTRACTOR shall retain all financial records for a minimum of seven (7) years from the commencement of the contract, unless a longer period is required due to legal proceedings such as

litigations and/or settlement of claims.

I. SUBCONTRACTOR shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the COUNTY.

J. If SUBCONTRACTOR is unable to meet the record location criteria above, PROVIDER and COUNTY may provide written approval to SUBCONTRACTOR to maintain records in a single location, identified by SUBCONTRACTOR.

K. SUBCONTRACTOR may be required to retain all records involving litigation proceedings and settlement of claims for a longer term which will be directed by the COUNTY.

L. SUBCONTRACTOR shall notify PROVIDER of any Public Record Act (PRA) requests related to, or arising out of, this Agreement, within forty-eight (48) hours. SUBCONTRACTOR shall provide PROVIDER and COUNTY all information that is requested by the PRA request.

15. REPORTS

A. SUBCONTRACTOR shall be required to submit to PROVIDER fiscal and/or programmatic reports, as requested by PROVIDER. Fiscal and/or programmatic reports required include invoice, income statement, labor distribution, benefits allocation, and other documents as agreed upon by SUBCONTRACTOR and PROVIDER, and shall be submitted by the 15th of each following month.

B. Additional Reports: Upon PROVIDER's request, SUBCONTRACTOR shall make such additional reports available, as required by PROVIDER concerning SUBCONTRACTOR's activities as they affect the services hereunder. PROVIDER shall be specific to the information requested and allow thirty (30) calendar days for SUBCONTRACTOR to respond.

C. SUBCONTRACTOR and PROVIDER may mutually agree, in writing to modify the Reports Paragraph of this Agreement.

16. SERVICES TO BE PROVIDED

SUBCONTRACTOR shall provide Educational Advancement Related Courses services to PROVIDER for the duration of the Agreement in a thorough and timely manner in accordance with Exhibit A and Exhibit B of this Agreement.

17. SPECIAL PROVISIONS

A. SUBCONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:

1. Making cash payments to intended recipients of services through this Agreement.
2. Lobbying any governmental agency or official or making political contributions. SUBCONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, U.S.C., §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).
3. Supplanting current funding for existing services.
4. Fundraising.
5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for SUBCONTRACTOR's staff, volunteers, or members of the Board of Directors.

6. Reimbursement of SUBCONTRACTOR's members of the Board of Directors for expenses or services.

7. Making personal loans to SUBCONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or its designee or authorized agent, or making salary advances or giving bonuses to SUBCONTRACTOR's staff.

8. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the Federal Office of Personnel Management (OPM). The OPM Executive Salary Schedule may be found at www.opm.gov.

B. Unless otherwise specified in advance and in writing by PROVIDER and COUNTY, SUBCONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:

1. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.

2. Providing inpatient hospital services or purchasing major medical equipment.

3. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).

4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for PROVIDER's clients.

5. Funding travel or training (excluding mileage or parking).

6. Making phone calls outside of the local area unless documented to be directly for the purpose of client care.

7. Payment for grant writing, consultants, certified public accounting, or legal services.

8. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Agreement.

18. STATUS OF SUBCONTRACTOR

SUBCONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. SUBCONTRACTOR is entirely responsible for compensating staff, subcontractors, and consultants employed by SUBCONTRACTOR. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY, PROVIDER, and SUBCONTRACTOR or any of SUBCONTRACTOR's employees, agents, consultants, or subcontractors. SUBCONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided during the course and scope of their employment. SUBCONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be entitled to any rights or privileges of COUNTY employees and shall not be considered in any manner to be COUNTY employees.

19. TAX LIABILITY

SUBCONTRACTOR shall report all income and pay all applicable federal, state and local income

taxes or similar levies as a result of any monies paid SUBCONTRACTOR s pursuant to this Agreement. SUBCONTRACTOR shall indemnify, defend and hold PROVIDER and COUNTY harmless from all liability, claims, losses, demands, including defense costs and attorney fees, whether resulting from court action or otherwise, in the event that any taxing authority or other agency attempts to obtain from PROVIDER or COUNTY any such monies, penalties, and/or interests imposed resulting from tany failure of SUBCONTRACTOR s to comply with the provisions of this paragraph.

20. TERM

The term of this Agreement shall commence on **August 22, 2016** or the execution date and terminate no later than **June 30, 2017**; provided, however, SUBCONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term including, but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting, and accounting.

21. TERMINATION

A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar days written notice given the other party.

B. Unless otherwise specified in this Agreement, PROVIDER may terminate this Agreement upon five (5) calendar days written notice if SUBCONTRACTOR fails to perform any of the terms of this Agreement. At PROVIDER's sole discretion, SUBCONTRACTOR may be allowed up to thirty (30) calendar days for corrective action.

C. PROVIDER may terminate this Agreement immediately, upon written notice, on the occurrence of any of the following events:

1. The loss by SUBCONTRACTOR of legal capacity.
2. Cessation of services.
3. The delegation or assignment of SUBCONTRACTOR's services, operation or administration to another entity without the prior written consent of COUNTY.
4. The neglect by any physician or licensed person employed by SUBCONTRACTOR of any duty required pursuant to this Agreement.
5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this Agreement.
6. The continued incapacity of any physician or licensed person to perform duties required pursuant to this Agreement.
7. Unethical conduct or malpractice by any physician or licensed person providing services pursuant to this Agreement; provided, however, COUNTY may waive this option if SUBCONTRACTOR removes such physician or licensed person from serving persons treated or assisted pursuant to this Agreement.

D. CONTINGENT FUNDING

1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - a. The continued availability of federal, state and COUNTY funds for reimbursement of COUNTY's expenditures, and

b. Inclusion of sufficient funding for the services hereunder in the applicable budget approved by the Board of Supervisors.

2. In the event such funding is subsequently reduced or terminated, PROVIDER may terminate or renegotiate this Agreement upon thirty (30) calendar days written notice given SUBCONTRACTOR. If PROVIDER elects to renegotiate this Agreement due to reduced or terminated funding, SUBCONTRACTOR shall not be obligated to accept the renegotiated terms.

E. In the event this Agreement is terminated by either party, after receiving a Notice of Termination SUBCONTRACTOR shall do the following:

1. Comply with termination instructions provided by PROVIDER in a manner which is consistent with recognized standards of quality care and prudent business practice.

2. Obtain immediate clarification from PROVIDER of any unsettled issues of contract performance during the remaining contract term.

3. Until the date of termination, continue to provide the same level of service required by this Agreement.

4. To the extent services are terminated, cancel outstanding commitments covering the procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding commitments which relate to personal services. With respect to these canceled commitments, SUBCONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitment which shall be subject to written approval of PROVIDER.

f. The rights and remedies of PROVIDER provided in this Termination Paragraph of this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange, State of California.

22. WAIVER OF DEFAULT OR BREACH

Waiver by PROVIDER of any default or breach by SUBCONTRACTOR shall not be considered a waiver of any subsequent default or breach. Waiver by PROVIDER of any default or any breach by SUBCONTRACTOR shall not be considered a modification of the terms of the Agreement.

The remainder of this page left intentionally blank

IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange, State of California.

Signature

Peter J. Hardash
Vice Chancellor
Business Operations/Fiscal Services

Date

Name Organization: **Rancho Santiago Community College District
on behalf of Santiago Canyon College**

Address: 8045 East Chapman
Orange, CA 92869

Signature

Pacific Clinics

Date

Name of Organization: **Pacific Clinics**

Address: 800 South Santa Anita Avenue
Arcadia, CA 91006

EXHIBIT A

To the Agreement for Provision of
Educational Advancement College Credit Courses Services

Between Pacific Clinics

And

Rancho Santiago Community College District on behalf of

Santiago Canyon College

2016-2017 Academic Year

SUBCONTRACTOR shall provide the following services in accordance with the terms and conditions pursuant to the Agreement between PACIFIC CLINICS and Santiago Canyon College:

TYPES OF SERVICES: Educational Advancement College Credit Courses

SUBCONTRACTOR will ensure its employees of the Recovery Education Institute (REI) Program Agreement provide the following services in accordance with the terms and conditions pursuant to the Agreement between the COUNTY and PROVIDER:

Santiago Canyon College will:

- (1) Provide the mutually agreed upon college credit course(s) for the Academic semester beginning on **August 22, 2016**.
- (2) Provide college-accredited Faculty to teach the above course(s) at the REI Campus.
- (3) Provide for credit courses to up to (30) REI students, per credit course, per semester. Students must be residents of California.
- (4) Initiate a facilitated enrollment process for REI students that does not require Matriculation fees or any other student fees (optional health, student ID fees may be considered), exclusive of textbooks and classroom material fees.

Pacific Clinics will:

- (1) Pay Santiago Canyon College a flat fee per course as follows: \$4,500 for courses with 54 hours of instruction, \$6,000 for courses with 72 hours of instruction and \$7,500 for courses with 90 hours of instruction during any instructional term for the 2016-2017 Academic Year.
- (2) Adhere to Santiago Canyon College's Academic schedules.

(3 REI to cover any additional costs incurred by the college to accommodate the instructional needs of students with Verified Special Needs/Disabilities (DSPS), for whom the college must provide accommodations, up to a maximum obligation of \$10,000, to be amended if additional accommodations are required for Santiago Community College to comply with ADA Section 4 legal requirements.

(4) Coordinate collaborative meetings on a regular basis (or as needed) with Santiago Canyon College's Designee to ensure continued quality and seamless educational services provided to REI and Santiago Canyon College students.

Additional contract details:

There will be a registration/enrollment/assessment for course placement process for REI students jointly coordinated by Pacific Clinics and Santiago Canyon College designated staff.

EXHIBIT B
2016-2017 Academic Year

I. BUDGET

Santiago Canyon College

Cost per course: \$4,500 for courses with 54 hours of instruction
 \$6,000 for courses with 72 hours of instruction
 \$7,500 for courses with 90 hours of instruction

Maximum Units Fall 2016 Semester: **2** Courses
Maximum Units Spring Intersession January 2017: **1** Course
Maximum Units Spring 2017 Semester: **2** Courses
Maximum Units Summer 2017 Term: **1** Course
Number of Students: Up to 30
Number of units per course: 1-5
Total: Not to exceed \$22,500

II. COURSE DESCRIPTIONS

2016 – TBD from Santiago Canyon College Course Catalog

The courses offered by Santiago Canyon College are mutually identified and selected and may be applicable toward a college degree or certificate, depending on the course.

III. JOB DESCRIPTIONS

Link on Santiago Canyon College site for job descriptions located at:
<http://www.rscdd.edu/Employment/Pages/Employment.aspx>

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College
Academic Affairs

To:	Board of Trustees	Date: August 31, 2016
Re:	Approval of Clinical Affiliation Agreement for Athletic Training with California State University, Fullerton	
Action:	Request for Approval	

BACKGROUND

Students in Athletic Training Programs are required to gain practical field experience and to apply the knowledge and skills learned in college classes. This experience is gained working in the Athletic Training Room, as well as attending athletic practices and events. The proposed clinical affiliation agreement with California State University, Fullerton, will yield appropriate clinical rotation activities for the program.

ANALYSIS

The clinical affiliation agreement covers the scope of program operations of the facility, as well as insurance, and other issues relating to liability for both parties. The agreement has been reviewed and approved by RSCCD Risk Management and the contract specialist. The agreement carries no costs or other financial arrangements and is in effect for five (5) years unless otherwise terminated by either party.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Clinical Affiliation Agreement for Athletic Training with California State University, Fullerton.

Fiscal Impact:	None	Board Date: September 12, 2016
Prepared by:	Marilyn Flores, Ph.D., Vice President, Academic Affairs Martin Stringer, Dean, Mathematics and Sciences	
Submitted by:	John Hernandez, Ph.D., Interim President, Santiago Canyon College	
Recommended by:	Raúl Rodriquez, Ph.D., Chancellor, RSCCD	

CALIFORNIA STATE UNIVERSITY, FULLERTON

AFFILIATED CLINICAL SITE AGREEMENT Athletic Training Education Program

Agreement No. CL16057

THIS AGREEMENT is made and entered into this **13th day of September, 2016** by and between the State of California acting through the Trustees of the California State University on behalf of California State University, Fullerton, hereinafter called the ("University") and **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter called the ("Affiliated Clinical Site").

WHEREAS, the University has approved the Clinical Proficiencies in Athletic Training courses in Kinesiology (367, 368, 369, 468, & 469), and such courses for Athletic Training Education Program ("ATEP") students ("Student") require clinical experience(s) under the direct supervision of a Board of Certification – Certified Athletic Trainer in a traditional athletic training clinic or similar health care facility; and

WHEREAS, the Affiliated Clinical Site has adequate equipment and furnishings for clinical experience(s) for Student(s); and

WHEREAS, it is to the benefit of the University and its Student(s) to be permitted to use the facilities and equipment at the Affiliated Clinical Site for their clinical experience(s); and

WHEREAS, it is to the benefit of the Affiliated Clinical Site to contribute to the education and training of future Certified Athletic Trainers.

NOW THEREFORE, in consideration of the covenants, conditions, and stipulations hereinafter expressed and in consideration of the mutual benefit to be derived by the parties therefore, the parties hereto agree as follows;

I. STUDENT WILL:

1. Perform within the administrative framework of the Affiliated Clinical Site.
2. Seek direct and indirect supervision from the Affiliated Clinical Site and the Preceptor.
3. Meet clinical/course objectives.
4. Assume responsibility for any personal medical costs incurred during the clinical placement.
5. Inform Affiliated Clinical Site immediately if unable to meet commitments due to illness or other reasons.
6. Schedule clinical time with Affiliated Clinical Site in compliance with required hours per week over the course of the semester.
7. Schedule regular appointments with the ATEP Clinical Coordinator for individual supervision.
8. Conduct self-evaluation according to the clinical objectives and Agreement.
9. Maintain communication with the Preceptor regarding care for clients served.
10. Complete a background check as required by the Affiliated Clinical site with the results being sent directly to the designated individual for the specific Affiliated Clinical Site.
11. Comply with Affiliated Clinical Site requirements for immunizations and tests, including but not limited to rubella, MMR, hepatitis B, tuberculin skin test and chest x-ray, if determined appropriate by Affiliated Clinical Site. Student also agrees to follow Affiliated Clinical Site's policies and procedures regarding blood-borne pathogens, including but not limited to, universal precautions.

II. UNIVERSITY WILL:

1. Recommend Student(s) for clinical experience(s) at the Affiliated Clinical Site.
2. Be responsible for all academic records for Student(s).

3. Agree the Student(s) shall be subject to clinical requirements and restrictions specified jointly by representatives of the University and the Affiliated Clinical Site.
4. Permit no more than four (4) Students to be assigned to the supervision of any one Preceptor at the Affiliated Clinical Site.
5. Agree, following written recommendation by the Preceptor and mutual agreement between the Affiliated Clinical Site and the University, to withdraw any Student(s) who fail to observe the regulations of the Affiliated Clinical Site
6. Provide each Preceptor with appropriate materials that will be used as guidelines in the implementation of each Student(s) clinical experience at the Facility.
7. Inform each Student that prior to commencement of internship, if determined appropriate by Affiliated Clinical Site. A clear background check must be obtained at Student's sole cost and expense.
8. Ensure that each Student complies with Affiliated Clinical Site requirements for immunizations and tests, including but not limited to rubella, MMR, hepatitis B, tuberculin skin test and chest x-ray, if determined appropriate by Affiliated Clinical Site, and follows Affiliated Clinical Site policies and procedures regarding blood-borne pathogens, including but not limited to, universal precautions.

III. AFFILIATED CLINICAL SITE WILL:

1. Understand the purpose of the clinical rotation is primarily a student-focused learning experience. As such, provide clinical education in athletic training and allow designated Student(s) to use the appropriate facilities and equipment for learning clinical skills of athletic training. The practical experience(s) for any Student(s) shall cover such periods of time as may be specified by the University and mutually agreed upon by both parties concerned.
2. Provide athletic training facilities and equipment in such a manner that there will not be a conflict learning opportunities among Student(s), and permit the designated University official and Student(s) access to these facilities according to mutually arranged scheduling.
3. Permit the members of the Affiliated Clinical Site staff to attend meetings of the ATEP and any committee thereof to plan, implement, and coordinate the clinical experience program in the general operation of the ATEP when the University requests such attendance.
4. Insure that the Preceptor (direct supervisor of the fieldwork experience in the athletic training facility) meets or exceeds the supervisory qualifications of the Board of Certification (BOC) and the Commission on Accreditation of Athletic Training Education (CAATE). Each Preceptor will:
 - a. Be a current BOC Certified Athletic Trainer in good standing.
 - b. Demonstrate a strong academic orientation in athletic training.
 - c. Meet with the ATEP Director and Clinical Coordinator a minimum of once each year.
 - d. Demonstrate a sincere interest in the education of the Students.
 - e. Know, understand, and agree to follow CSUF – ATEP guidelines.
 - f. Abide by the NATA Code of Ethics and the BOC Standards of Practice at all times.
 - g. Provide educational feedback using the ATEP Student evaluation.
5. Agree each Preceptor will not supervise more than four (4) Students during any period.
6. Inform the University, if a clear Student background check must be obtained prior to commencement of internship.

IV. TERM

The term of this Agreement shall be effective from September 13, 2016 and shall continue for five (5) years from this date forward. Provided, however, that this Agreement may be terminated by either party by thirty (30) days written notice. However, any such termination by the Affiliated Clinical Site will not be effective against the Student if the Student at the date of mailing of said notice by the Affiliated Clinical Site was participating in the ATEP until such Student has completed the ATEP as mutually agreed upon.

V. GENERAL PROVISIONS

A. Indemnification

1. The University agrees to defend all claims of loss, indemnify and hold harmless the Affiliated Clinical Site and its officers, agents and employees and volunteers from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of the University or its employees, officers, or volunteers in the performance of this Agreement.
2. The Affiliated Clinical Site agrees to defend all claims of loss, indemnify and hold harmless the State of California, the Trustees of the California State University, California State University, Fullerton and their officers, agents, volunteers, students and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of the Affiliated Clinical Site or its employees, agents or volunteers in the performance of this Agreement.

B. Insurance

1. University Insurance: The State of California has elected to be self-insured for its general liability, worker's compensation, professional liability, motor vehicle liability, and property exposures through an annual appropriation from the General Fund. As a State agency, the California State University, Office of the Chancellor, the Trustees, and its system of campuses are included in this self-insured program.

The Office of Risk Management in the Chancellor's Office administers the general liability, workers' compensation, property, and professional liability programs. The State Office of Risk and Insurance Management administer the motor vehicle liability program.

Under this form of insurance, the State and its employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop through carrying out official activities, including state official operations on non-state owned property. Should and claims arise by reason of such operations or under an official contract or license agreement, they should be referred to the California State University, Office of Risk Management, 401 Golden Shore, 5th Floor, Long Beach, CA 90802-4210.

2. Student Insurance. The California State University Risk Management Authority maintains a Student Professional Liability Insurance Program (SPLIP).

Coverage is provided on a "claims-made" basis for claims which are both made against the Insured during the Policy Period and reported to the Carrier as soon as practicable, but not later than three (3) years after the Policy Period for claims arising from Professional Services which are rendered or Incidents which occurred during the Policy Period.

Insureds include CSU students enrolled in required credited coursework in addition to employees, faculty and staff of the CSU. Affiliate institutions to whom the University is obligated by written agreement to provide such coverage are included as additional insureds.

Coverage includes General, Professional, & Educator's Errors and Omissions Liability. Coverage limits are two million (\$2,000,000) each loss and four million (\$4,000,000) aggregate for all Covered Parties, and not per student.

3. Affiliated Clinical Site Insurance. Affiliated Clinical Site shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or

incidents caused by its employees. Coverage under such professional and commercial general liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. Affiliated Clinical Site shall also maintain and provide evidence of workers' compensation coverage for its employees as required by law. Affiliated Clinical Site shall provide University with evidence of the insurance coverage required by this paragraph. Affiliated Clinical Site shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

C. Independent Status

The parties, in the performance of this Agreement, will act in an independent capacity and not as officers employees or agents of the other. While each party may (or may not) be required under the terms of this Agreement to carry Workers' Compensation Insurance, the parties are not entitled to unemployment or Workers' Compensation benefits from the other.

D. Liability

The University does not accept liability for students participating in any off-campus experience-based learning activity. There is no provision in State or CSU policy for contractually accepting responsibility for students

E. Status of Student

The Student is not an officer, employee, agent or volunteer of the University.

F. Potential Risk

Students must know of any potential personal, health, or safety risk that may be inherent in an off-campus experience-based learning activity.

G. Amendment

No amendments or modifications to this Agreement are valid unless made in writing and signed by authorized representatives of the University and the Affiliated Clinical Site.

H. Governing Law

This Agreement will be construed in accordance with, and its performance governed by, the laws of the State of California.

I. Assignment

Without written consent of the University, the Affiliated Clinical Site may not assign this Agreement.

J. Alteration and Integration

This Agreement may not be altered unless all parties agree in writing. No oral understanding or agreement not incorporated in this Agreement is binding on any party.

K. Endorsement

Nothing contained in this Agreement may be construed as conferring on any party any right to use another party's name(s) as an endorsement of a product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other party. Moreover, nothing in this Agreement may be construed as endorsement of any commercial product or service by the University, its officers or employees.

L. Survival

Upon termination of this Agreement for any reason, the terms, provisions, representations and warranties contained in this agreement survive expiration or earlier termination of this agreement.

M. Severability

The parties agree that if any provision of this Agreement is held to be unconscionable or invalid under any applicable statute or rule of law, that provision will be omitted from this Agreement. However, the balance of the Agreement will remain in full force and effect.

N. Fair Labor Standards Act and Displacement of Organization Employees

Student may not perform services that would displace or replace regular employees of the Affiliated Clinical Site.

O. Nondiscrimination

During the performance of this Agreement, the parties and their subcontractors may not deny the benefits of this Agreement to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor may they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. The parties will insure that the evaluation and treatment of s are free of such discrimination.

P. Entire Agreement

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements, and understandings with respect thereto. No representation, promise, inducement, or statement of intention has been made by any party that is not embodied herein, and no party is bound by or liable for any alleged representation, promise, inducement, or statement not set forth herein.

Q. Athlete Patient Records. University will provide appropriate training to their students prior to their assignment about the requirements of HIPAA and the need to maintain the confidentiality of patient records. Students shall be trained not to use or disclose any protected health information, as defined in 45 C.F.R. 164.504, or individually identifiable health information, as defined in 42 U.S.C. §1320d, or a patients' medical information as defined in California Civil Code Section 56.05(g) (collectively, the "**Protected Health Information**") for any purpose other than as contemplated by this Agreement.

University and Students will promptly report to Affiliated Site any use or disclosures of Protected Health Information in violation of HIPAA, the Regulations, or California law of which University or Students becomes aware.

R. 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 or certified mail and addressed as follows:

UNIVERSITY:

California State University, Fullerton
Contracts and Procurement
2600 E. Nutwood Avenue, Suite 300
Fullerton, CA 92831
Angela Warren, Buyer III

AFFILIATED CLINICAL SITE

Santiago Canyon College
8045 East Chapman Ave
Orange, CA 92869
Attn: Kelsey Bains, Athletic Trainer

P. Acceptance

The signatures below constitute full and final acceptance of this Agreement.

Signature Page to Follow

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

**CALIFORNIA STATE UNIVERSITY,
FULLERTON**

RANCHO SANTIAGO COMMUNITY DISTRICT

By: _____
Authorized Signature

By: _____
Authorized Signature

Angela Warren, Buyer III
Printed Name and Title

Peter J. Hardash, Vice Chancellor Business Operations & Fiscal Services
Printed Name and Title

Date

Date

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

To:	Board of Trustees	Date: September 12, 2016
Re:	Approval of Affiliation Agreement with Network Interpreting Services	
Action:	Request for Approval	

BACKGROUND

The Americans with Disabilities Act and Section 504 of the Rehabilitation Act requires community colleges to provide access to programs offered to all students and to provide appropriate and reasonable accommodations for faculty and staff. Due to physical limitations deaf and hard of hearing (DHH) students and staff typically cannot participate in or deliver instruction and/or support services without the support of a sign language interpreter. Santa Ana College has experienced a significant increase in demand for interpreting services as a result of hiring DHH staff and expanding coursework taken by students.

ANALYSIS

The proposed contractual affiliation agreement with Network Interpreting Services will allow the college to access qualified interpreters on an as needed basis. The contractual agreement covers the scope of program operations of the facility, as well as insurance and other issues relating to liability for both parties. The agreement carries no cost separate from the per hour service rate and is in effect for multiple years with the option to renew, unless otherwise terminated by either party.

RECOMMENDATION

It is recommended that the Board of Trustees approve the affiliation agreement with Network Interpreting Services for sign language interpreter services for the period commencing September 13, 2016 and concluding June 30, 2018.

Fiscal Impact:	Estimated at \$20,000	Board Date: September 12, 2016
Prepared by:	Veronica Oforlea, Ed.D. Associate Dean of DSPS, SAC Sara Lundquist, Ph.D., Vice President of Student Services, SAC	
Submitted by:	Linda Rose, Ed. D., President, Santa Ana College	
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor, RSCCD	

Network Interpreting Service
Service Agreement

THIS SERVICE AGREEMENT dated this 13th day of September 2016.

BETWEEN:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT on behalf of
SANTA ANA COLLEGE AND SANTIAGO CANYON COLLEGE
(The "Customer")

-AND-

Network Interpreting Services
4201 Mt. Voss Drive, San Diego, California 92701
P.O. Box 145, Twin Falls, Idaho 83303-0145
(The "Service Provider")

BACKGROUND:

- A. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services in connection with the business of the Customer.
- B. The Service Provider is agreeable to providing services to the Customer, on the terms and conditions as set out in this Agreement.

IN CONSIDERATION OF THE MATTERS DESCRIBED ABOVE AND OF THE MUTUAL BENEFITS AND OBLIGATIONS SET FORTH IN THE Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Engagement

The Customer hereby agrees to engage the Service Provider to provide the Customer with services consisting of American Sign Language interpreting for the Deaf and Hard of Hearing, and such other services as the Customer and the Service Provider may agree upon from time to time (other styles of sign language, i.e., CASE, PSE, SEE), and the Service Provider hereby agrees to provide the services to the Customer.

Term of Agreement

This Agreement will begin the day after it is approved by the RSCCD Board (September 13, 2016) and will conclude on June 30, 2018 with the said term eligible for extension by mutual agreement of the parties.

Performance

Service Provider will provide sign language interpretation services in the classroom and on campus as requested by Customer and adhere to the terms of this Agreement.

Compensation

For the services provided by the service provider under this Agreement, the Customer will compensate the service provider in the following manner:

The Customer shall pay the Service Provider the total amount of \$80.00/hour with a two-hour minimum per interpreter for services rendered between 7:00 AM and 10:30 PM. The need for two interpreters will be determined at the time of customer request and used when agreed upon by both the Service Provider and Customer. Any assignment over the two-hour minimum will be billed in half hour increments.

Independent Contractor

It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services hereunder. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them.

Modification or Termination of Agreement

The Customer and or Service Provider may at any time for any reason terminate this agreement and compensate either party only for services rendered to the date of termination. 30 days prior written notice by either party shall be sufficient to stop further performance of services. The notice shall be deemed given when received no later than three days after the date of mailing whichever is sooner. Notices shall be sent to RSCCD address, attention Vice Chancellor Business Operations/Fiscal Services with a copy of notice to the Deaf and Hard of Hearing Program and Services office at SAC.

Confidentiality Clause

All work completed on behalf of Customer by Service Provider will be held confidential and confidentiality shall survive termination or expiration of Agreement.

Additional Clauses

Customer will strive to request interpreters from the Service Provider with three business days (excluding holidays) or more notice to ensure interpreters can be booked. This, however, does not guarantee an interpreter will be booked. **All cancellations made by Customer must be sent by email to the Service Provider with forty-eight hours (two business days) or more notice.**

Customer will assume responsibility for payment should this cancellation be requested without proper notice.

Customer will assume payment responsibility should a consumer fail to attend a class in which an interpreter was requested. Customer may reassign a Service Provider interpreter dispatched for a similar class and exact time frame if original requested assignment is a no-show or late cancellation. Customer will not be held responsible to pay for service where an interpreter working for the Service Provider fails to "show up" for an assignment.

Service Provider shall comply with all applicable federal, state and local laws, rules, regulations and ordinances including worker's compensation.

The Service Provider recognizes Customer's need for using only the most qualified interpreters in the delivery of said service and will utilize interpreters

who possess a certification from RID CI, CT or CSC; NAD III, IV or V; ACCI III, IV or V; or NIC, NIC Advanced or NIC Master first and foremost. Service Provider will work cooperatively with Customer when determining if an interpreter is qualified for a particular class. All Service Provider contracted interpreters adhere to the Professional Code of Conduct set forth by RID. Should an interpreter begin a class and realize they are not qualified; the interpreter will be removed immediately and replaced expeditiously. At any time should customer deem any interpreter sent by Service Provider as non-qualified for a class or other assignment on campus, Customer shall notify Service Provider immediately and request a substitution.

Mutual Indemnification Clause

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 the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.

THIS AGREEMENT IS NOT ASSIGNABLE WITHOUT WRITTEN CONSENT OF THE PARTIES HERETO.

Service Provider:

Customer:

(Signature)

(Signature)

Suzy Medina, CI and CT
Vice President of Operations
Interpreting Services
26-0640528

Peter J. Hardash
Vice Chancellor Business
Operations/Fiscal Services

(Tax ID Number)

(Date Signed)

(Date Signed)

(Board Approval Date)

Rancho Santiago Comm Coll District

Board Meeting of 09/12/16

AP0020

Bank Code: 92 District Funds

Check Registers Submitted for Approval

Page: 1

Checks Written for Period 08/03/16 Thru 08/31/16

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
63639	General Fund Unrestricted	0.00	75.50	-75.50	92*0463144	92*0463144
63829	General Fund Unrestricted	0.00	13,716.00	-13,716.00	92*0466464	92*0466464
64209	General Fund Unrestricted	51,031.41	0.00	51,031.41	92*0472925	92*0472952
64210	General Fund Unrestricted	1,980.18	0.00	1,980.18	92*0472956	92*0472977
64213	General Fund Unrestricted	102,769.09	0.00	102,769.09	92*0473001	92*0473036
64214	General Fund Unrestricted	45,689.43	11,306.40	34,383.03	92*0473038	92*0473071
64215	General Fund Unrestricted	17,097.60	0.00	17,097.60	92*0473072	92*0473101
64216	General Fund Unrestricted	75.50	0.00	75.50	92*0473107	92*0473107
64217	General Fund Unrestricted	27,308.92	0.00	27,308.92	92*0473108	92*0473221
64218	General Fund Unrestricted	16,642.00	0.00	16,642.00	92*0473222	92*0473352
64221	General Fund Unrestricted	62,983.94	0.00	62,983.94	92*0473375	92*0473400
64223	General Fund Unrestricted	13,411.09	0.00	13,411.09	92*0473406	92*0473417
64226	General Fund Unrestricted	127,220.00	0.00	127,220.00	92*0473428	92*0473443
64227	General Fund Unrestricted	1,896,731.95	0.00	1,896,731.95	92*0473445	92*0473468
64230	General Fund Unrestricted	78,187.54	0.00	78,187.54	92*0473475	92*0473492
64237	General Fund Unrestricted	92,130.91	0.00	92,130.91	92*0473506	92*0473532
64238	General Fund Unrestricted	29,800.36	0.00	29,800.36	92*0473545	92*0473557
64239	General Fund Unrestricted	101,062.02	0.00	101,062.02	92*0473561	92*0473571
64242	General Fund Unrestricted	111,944.04	0.00	111,944.04	92*0473578	92*0473620
64249	General Fund Unrestricted	54,289.10	0.00	54,289.10	92*0473640	92*0473663
64250	General Fund Unrestricted	13,770.17	0.00	13,770.17	92*0473666	92*0473689
64251	General Fund Unrestricted	6,938.40	0.00	6,938.40	92*0473717	92*0473736
64254	General Fund Unrestricted	18,057.98	0.00	18,057.98	92*0473742	92*0473761
64255	General Fund Unrestricted	11,632.69	0.00	11,632.69	92*0473767	92*0473794
64259	General Fund Unrestricted	16,815.90	0.00	16,815.90	92*0473803	92*0473820
64260	General Fund Unrestricted	31,273.21	0.00	31,273.21	92*0473831	92*0473858
64264	General Fund Unrestricted	80,367.13	0.00	80,367.13	92*0473862	92*0473894
64268	General Fund Unrestricted	3,899.53	0.00	3,899.53	92*0473904	92*0473917
64269	General Fund Unrestricted	12,556.39	0.00	12,556.39	92*0473932	92*0473951
64272	General Fund Unrestricted	8,990.48	0.00	8,990.48	92*0473961	92*0473968
64273	General Fund Unrestricted	6,027.38	0.00	6,027.38	92*0473969	92*0474003
64274	General Fund Unrestricted	1,612.62	0.00	1,612.62	92*0474012	92*0474016
64275	General Fund Unrestricted	8,324.59	0.00	8,324.59	92*0474039	92*0474040
64276	General Fund Unrestricted	9,299.41	0.00	9,299.41	92*0474042	92*0474068
Total Fund 11 General Fund Unrestricted		<u>\$3,059,920.96</u>	<u>\$25,097.90</u>	<u>\$3,034,823.06</u>		

Checks Written for Period 08/03/16 Thru 08/31/16

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
64064	General Fund Restricted	0.00	2,114.84	-2,114.84	92*0470674	92*0470674
64131	General Fund Restricted	0.00	5,500.00	-5,500.00	92*0472014	92*0472014
64195	General Fund Restricted	0.00	60.00	-60.00	92*0472768	92*0472768
64209	General Fund Restricted	13,838.20	0.00	13,838.20	92*0472927	92*0472950
64210	General Fund Restricted	12,692.19	0.00	12,692.19	92*0472953	92*0472976
64213	General Fund Restricted	30,199.70	0.00	30,199.70	92*0473002	92*0473037
64214	General Fund Unrestricted	3,378.54	0.00	3,378.54	92*0473046	92*0473059
64215	General Fund Restricted	3,445.70	0.00	3,445.70	92*0473076	92*0473106
64221	General Fund Restricted	7,645.23	0.00	7,645.23	92*0473369	92*0473403
64223	General Fund Restricted	20,829.67	0.00	20,829.67	92*0473405	92*0473420
64227	General Fund Restricted	9,434.87	0.00	9,434.87	92*0473444	92*0473467
64230	General Fund Restricted	19,156.12	0.00	19,156.12	92*0473474	92*0473493
64237	General Fund Restricted	34,542.50	0.00	34,542.50	92*0473508	92*0473535
64238	General Fund Restricted	8,098.75	0.00	8,098.75	92*0473536	92*0473556
64239	General Fund Restricted	4,927.92	0.00	4,927.92	92*0473558	92*0473570
64242	General Fund Restricted	23,137.22	0.00	23,137.22	92*0473574	92*0473624
64249	General Fund Restricted	987.35	837.21	150.14	92*0473646	92*0473661
64250	General Fund Restricted	40,072.66	0.00	40,072.66	92*0473664	92*0473716
64254	General Fund Restricted	29,697.89	0.00	29,697.89	92*0473743	92*0473764
64255	General Fund Restricted	103,848.70	0.00	103,848.70	92*0473765	92*0473795
64259	General Fund Restricted	57,878.34	12,613.04	45,265.30	92*0473800	92*0473829
64260	General Fund Restricted	19,012.41	0.00	19,012.41	92*0473830	92*0473855
64264	General Fund Restricted	155,771.31	0.00	155,771.31	92*0473866	92*0473896
64265	General Fund Restricted	3,311.35	0.00	3,311.35	92*0473897	92*0473901
64268	General Fund Restricted	126,087.84	0.00	126,087.84	92*0473906	92*0473927
64269	General Fund Restricted	4,063.17	0.00	4,063.17	92*0473928	92*0473949
64272	General Fund Restricted	781.71	0.00	781.71	92*0473959	92*0473960
64273	General Fund Unrestricted	14,399.11	0.00	14,399.11	92*0473970	92*0474007
64274	General Fund Restricted	27,422.81	0.00	27,422.81	92*0474008	92*0474028
64275	General Fund Restricted	11,356.46	0.00	11,356.46	92*0474029	92*0474041
Total Fund 12 General Fund Restricted		\$786,017.72	\$21,125.09	\$764,892.63		

Checks Written for Period 08/03/16 Thru 08/31/16

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
64214	General Fund Unrestricted	4,772.15	0.00	4,772.15	92*0473057	92*0473066
64223	GF Unrestricted One-Time Func	101.38	0.00	101.38	92*0473413	92*0473415
64227	GF Unrestricted One-Time Func	55.72	0.00	55.72	92*0473464	92*0473464
64230	GF Unrestricted One-Time Func	7,394.00	0.00	7,394.00	92*0473486	92*0473486
64238	GF Unrestricted One-Time Func	51.38	0.00	51.38	92*0473548	92*0473548
64249	GF Unrestricted One-Time Func	5,185.00	0.00	5,185.00	92*0473649	92*0473649
64250	GF Unrestricted One-Time Func	18,336.67	0.00	18,336.67	92*0473677	92*0473677
64264	GF Unrestricted One-Time Func	1,072.50	0.00	1,072.50	92*0473864	92*0473864
64268	GF Unrestricted One-Time Func	4,544.81	0.00	4,544.81	92*0473910	92*0473910
64273	GF Unrestricted One-Time Func	7,379.00	0.00	7,379.00	92*0473973	92*0473973
Total Fund 13 GF Unrestricted One-Time		<u>\$48,892.61</u>	<u>\$0.00</u>	<u>\$48,892.61</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
64208	Child Development Fund	2,158.94	264.88	1,894.06	92*0472918	92*0472924
64212	Child Development Fund	7,862.93	0.00	7,862.93	92*0472979	92*0473000
64220	Child Development Fund	7,142.89	0.00	7,142.89	92*0473354	92*0473368
64225	Child Development Fund	369.65	0.00	369.65	92*0473426	92*0473427
64229	Child Development Fund	372.18	0.00	372.18	92*0473472	92*0473473
64236	Child Development Fund	1,138.41	0.00	1,138.41	92*0473504	92*0473505
64241	Child Development Fund	647.17	0.00	647.17	92*0473573	92*0473573
64248	Child Development Fund	7,510.42	0.00	7,510.42	92*0473635	92*0473639
64253	Child Development Fund	172.40	0.00	172.40	92*0473738	92*0473741
64258	Child Development Fund	631.42	0.00	631.42	92*0473799	92*0473799
64263	Child Development Fund	2,850.00	0.00	2,850.00	92*0473861	92*0473861
64267	Child Development Fund	68.64	0.00	68.64	92*0473903	92*0473903
64271	Child Development Fund	4,486.03	0.00	4,486.03	92*0473953	92*0473958
Total Fund 33 Child Development Fund		\$35,411.08	\$264.88	\$35,146.20		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
64207	Capital Outlay Projects Fund	520.64	0.00	520.64	92*0472917	92*0472917
64211	Capital Outlay Projects Fund	111.60	0.00	111.60	92*0472978	92*0472978
64228	Capital Outlay Projects Fund	98,350.84	0.00	98,350.84	92*0473469	92*0473471
64235	Capital Outlay Projects Fund	191,218.88	0.00	191,218.88	92*0473500	92*0473503
64240	Capital Outlay Projects Fund	58,536.00	58,536.00	0.00	92*0473572	92*0473572
64247	Capital Outlay Projects Fund	36,951.86	0.00	36,951.86	92*0473631	92*0473634
64257	Capital Outlay Projects Fund	167.00	0.00	167.00	92*0473797	92*0473798
64262	Capital Outlay Projects Fund	8,750.00	0.00	8,750.00	92*0473860	92*0473860
Total Fund 41 Capital Outlay Projects Fun		<u>\$394,606.82</u>	<u>\$58,536.00</u>	<u>\$336,070.82</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
64234	Bond Fund, Measure E	31,177.05	0.00	31,177.05	92*0473498	92*0473499
64246	Bond Fund, Measure E	4,523.99	0.00	4,523.99	92*0473630	92*0473630
64261	Bond Fund, Measure E	30,819.99	0.00	30,819.99	92*0473859	92*0473859
Total Fund 42 Bond Fund, Measure E		<u><u>\$66,521.03</u></u>	<u><u>\$0.00</u></u>	<u><u>\$66,521.03</u></u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
64219	Bond Fund, Measure Q	3,600.00	0.00	3,600.00	92*0473353	92*0473353
64224	Bond Fund, Measure Q	2,145,802.77	0.00	2,145,802.77	92*0473421	92*0473425
64233	Bond Fund, Measure Q	3,190.00	0.00	3,190.00	92*0473497	92*0473497
64245	Bond Fund, Measure Q	6,020.00	0.00	6,020.00	92*0473628	92*0473629
64266	Bond Fund, Measure Q	53,800.00	0.00	53,800.00	92*0473902	92*0473902
64270	Bond Fund, Measure Q	184,354.59	0.00	184,354.59	92*0473952	92*0473952
Total Fund 43 Bond Fund, Measure Q		\$2,396,767.36	\$0.00	\$2,396,767.36		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
64206	Property and Liability Fund	4,867.62	0.00	4,867.62	92*0472916	92*0472916
64222	Property and Liability Fund	16,432.93	0.00	16,432.93	92*0473404	92*0473404
64232	Property and Liability Fund	769,295.00	0.00	769,295.00	92*0473496	92*0473496
64243	Property and Liability Fund	2,905.00	0.00	2,905.00	92*0473625	92*0473625
64252	Property and Liability Fund	3,054.15	0.00	3,054.15	92*0473737	92*0473737
64256	Property and Liability Fund	4,949.76	0.00	4,949.76	92*0473796	92*0473796
Total Fund 61 Property and Liability Fund		<u>\$801,504.46</u>	<u>\$0.00</u>	<u>\$801,504.46</u>		

Checks Written for Period 08/03/16 Thru 08/31/16

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
64205	Workers' Compensation Fund	1,837.50	0.00	1,837.50	92*0472915	92*0472915
64231	Workers' Compensation Fund	552,277.14	0.00	552,277.14	92*0473494	92*0473495
Total Fund 62 Workers' Compensation Fu		<u>\$554,114.64</u>	<u>\$0.00</u>	<u>\$554,114.64</u>		

Checks Written for Period 08/03/16 Thru 08/31/16

64244	Student Financial Aid Fund	175.63	0.00	175.63	92*0473626	92*0473627
Total Fund 74 Student Financial Aid Fund		<u><u>\$175.63</u></u>	<u><u>\$0.00</u></u>	<u><u>\$175.63</u></u>		

SUMMARY

Total Fund 11 General Fund Unrestricted	3,034,823.06
Total Fund 12 General Fund Restricted	764,892.63
Total Fund 13 GF Unrestricted One-Time Fund	48,892.61
Total Fund 33 Child Development Fund	35,146.20
Total Fund 41 Capital Outlay Projects Fund	336,070.82
Total Fund 42 Bond Fund, Measure E	66,521.03
Total Fund 43 Bond Fund, Measure Q	2,396,767.36
Total Fund 61 Property and Liability Fund	801,504.46
Total Fund 62 Workers' Compensation Fund	554,114.64
Total Fund 74 Student Financial Aid Fund	175.63
Grand Total:	<u><u>\$8,038,908.44</u></u>

Checks Written for Period 07/30/16 Thru 08/25/16

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
311608106	Bookstore Fund	126,434.28	0.00	126,434.28	31*0107065	31*0107093
311608320	Bookstore Fund	72,420.58	6,351.95	66,068.63	31*0107094	31*0107136
311608425	Bookstore Fund	214,868.17	0.00	214,868.17	31*0107137	31*0107167
Total Fund 31 Bookstore Fund		<u><u>\$413,723.03</u></u>	<u><u>\$6,351.95</u></u>	<u><u>\$407,371.08</u></u>		

Checks Written for Period 07/30/16 Thru 08/25/16

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
711608106	Associated Students Fund	1,388.17	0.00	1,388.17	71*0007791	71*0007793
711608213	Associated Students Fund	5,033.15	0.00	5,033.15	71*0007794	71*0007795
711608320	Associated Students Fund	2,666.21	0.00	2,666.21	71*0007796	71*0007798
711608425	Associated Students Fund	395.44	0.00	395.44	71*0007799	71*0007800
Total Fund 71 Associated Students Fund		<u><u>\$9,482.97</u></u>	<u><u>\$0.00</u></u>	<u><u>\$9,482.97</u></u>		

Checks Written for Period 07/30/16 Thru 08/25/16

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
761608106	Community Education Fund	18,631.86	0.00	18,631.86	76*0006965	76*0006977
761608213	Community Education Fund	14,435.00	0.00	14,435.00	76*0006978	76*0006982
761608320	Community Education Fund	12,900.00	0.00	12,900.00	76*0006983	76*0006984
761608425	Community Education Fund	16,086.19	0.00	16,086.19	76*0006985	76*0006993
Total Fund 76 Community Education Fund		<u>\$62,053.05</u>	<u>\$0.00</u>	<u>\$62,053.05</u>		

Checks Written for Period 07/30/16 Thru 08/25/16

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
791608106	Diversified Trust Fund	11,766.62	0.00	11,766.62	79*0020146	79*0020161
791608213	Diversified Trust Fund	129,973.56	4,235.19	125,738.37	79*0020162	79*0020196
791608320	Diversified Trust Fund	12,880.85	0.00	12,880.85	79*0020197	79*0020200
791608425	Diversified Trust Fund	19,529.83	0.00	19,529.83	79*0020201	79*0020217
Total Fund 79 Diversified Trust Fund		<u>\$174,150.86</u>	<u>\$4,235.19</u>	<u>\$169,915.67</u>		

Checks Written for Period 07/30/16 Thru 08/25/16

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
811608106	Diversified Agency Fund	15,204.74	0.00	15,204.74	81*0046855	81*0046866
811608213	Diversified Agency Fund	22,908.22	2,141.47	20,766.75	81*0046853	81*0046889
811608320	Diversified Agency Fund	12,031.01	0.00	12,031.01	81*0046890	81*0046898
811608425	Diversified Agency Fund	12,689.84	0.00	12,689.84	81*0046899	81*0046917
Total Fund 81 Diversified Agency Fund		<u>\$62,833.81</u>	<u>\$2,141.47</u>	<u>\$60,692.34</u>		

SUMMARY

Total Fund 31 Bookstore Fund	407,371.08
Total Fund 71 Associated Students Fund	9,482.97
Total Fund 76 Community Education Fund	62,053.05
Total Fund 79 Diversified Trust Fund	169,915.67
Total Fund 81 Diversified Agency Fund	60,692.34
Grand Total:	<u><u>\$709,515.11</u></u>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 06/30/2016 To 06/30/2016
Board Meeting on 09/12/2016**

No. 4.2

BACKGROUND

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

ANALYSIS

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

BUDGET TRANSFERS	From	To
<u>Fund 11: General Fund Unrestricted</u>		
1000 ACADEMIC SALARIES		47,890
2000 CLASSIFIED SALARIES		23,004
3000 EMPLOYEE BENEFITS		431,941
4000 SUPPLIES & MATERIALS	377	
5000 OTHER OPERATING EXP & SERVICES	642,408	
6000 CAPITAL OUTLAY		139,950
	<hr/>	<hr/>
Total Transfer Fund 11	\$642,785	\$642,785
<u>Fund 12: General Fund Restricted</u>		
1000 ACADEMIC SALARIES		18,427
2000 CLASSIFIED SALARIES		82,580
3000 EMPLOYEE BENEFITS		29,526
4000 SUPPLIES & MATERIALS	74,395	
5000 OTHER OPERATING EXP & SERVICES	28,519	
6000 CAPITAL OUTLAY	21,105	
7000 OTHER OUTGO	6,514	
	<hr/>	<hr/>
Total Transfer Fund 12	\$130,533	\$130,533
<u>Fund 13: GF Unrestricted One-Time Funds</u>		
4000 SUPPLIES & MATERIALS		3,360
5000 OTHER OPERATING EXP & SERVICES	42,617	
6000 CAPITAL OUTLAY		39,257
	<hr/>	<hr/>
Total Transfer Fund 13	\$42,617	\$42,617
<u>Fund 31: Bookstore Fund</u>		
4000 SUPPLIES & MATERIALS		124,000
5000 OTHER OPERATING EXP & SERVICES		250
7900 RESERVE FOR CONTINGENCIES	124,250	
	<hr/>	<hr/>
Total Transfer Fund 31	\$124,250	\$124,250

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

From 06/30/2016 To 06/30/2016

Board Meeting on 09/12/2016

BUDGET TRANSFERS		From	To
<u>Fund 33: Child Development Fund</u>			
1000	ACADEMIC SALARIES	56,291	
2000	CLASSIFIED SALARIES		62,032
3000	EMPLOYEE BENEFITS	31,340	
4000	SUPPLIES & MATERIALS		10,161
5000	OTHER OPERATING EXP & SERVICES		9,166
6000	CAPITAL OUTLAY		6,272
Total Transfer Fund 33		\$87,631	\$87,631
<u>Fund 41: Capital Outlay Projects Fund</u>			
4000	SUPPLIES & MATERIALS	652	
6000	CAPITAL OUTLAY		3,918,495
7900	RESERVE FOR CONTINGENCIES	3,917,843	
Total Transfer Fund 41		\$3,918,495	\$3,918,495
<u>Fund 71: Associated Students Fund</u>			
2000	CLASSIFIED SALARIES		9,340
3000	EMPLOYEE BENEFITS		841
5000	OTHER OPERATING EXP & SERVICES		16
7900	RESERVE FOR CONTINGENCIES	10,197	
Total Transfer Fund 71		\$10,197	\$10,197
<u>Fund 72: Representation Fee Trust Fund</u>			
5000	OTHER OPERATING EXP & SERVICES		42,304
7900	RESERVE FOR CONTINGENCIES	42,304	
Total Transfer Fund 72		\$42,304	\$42,304
<u>Fund 76: Community Education Fund</u>			
5000	OTHER OPERATING EXP & SERVICES		3,480
7900	RESERVE FOR CONTINGENCIES	3,480	
Total Transfer Fund 76		\$3,480	\$3,480
<u>Fund 79: Diversified Trust Fund</u>			
2000	CLASSIFIED SALARIES		45,040
4000	SUPPLIES & MATERIALS		3,100
5000	OTHER OPERATING EXP & SERVICES		3,673
7000	OTHER OUTGO	18,507	
7900	RESERVE FOR CONTINGENCIES	33,306	
Total Transfer Fund 79		\$51,813	\$51,813
BUDGET INCREASES AND DECREASES		Revenue	Appropriation
<u>Fund 11: General Fund Unrestricted</u>			
8600	STATE REVENUES	3,869,705	
3000	EMPLOYEE BENEFITS		3,869,705
Total Transfer Fund 11		\$3,869,705	\$3,869,705

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 06/30/2016 To 06/30/2016
Board Meeting on 09/12/2016**

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
<u>Fund 12: General Fund Restricted</u>			
8100	FEDERAL REVENUES	9,785	
8600	STATE REVENUES	492,900	
1000	ACADEMIC SALARIES		26,788
2000	CLASSIFIED SALARIES		16,838
3000	EMPLOYEE BENEFITS		11,842
4000	SUPPLIES & MATERIALS		(1,679)
5000	OTHER OPERATING EXP & SERVICES		440,095
6000	CAPITAL OUTLAY		(1,084)
7000	OTHER OUTGO		9,885
Total Transfer Fund 12		\$502,685	\$502,685
<u>Fund 13: GF Unrestricted One-Time Funds</u>			
8800	LOCAL REVENUES	13,262	
4000	SUPPLIES & MATERIALS		13,262
Total Transfer Fund 13		\$13,262	\$13,262
<u>Fund 33: Child Development Fund</u>			
8100	FEDERAL REVENUES	130,946	
1000	ACADEMIC SALARIES		42,171
2000	CLASSIFIED SALARIES		74,082
3000	EMPLOYEE BENEFITS		15,493
4000	SUPPLIES & MATERIALS		(489)
5000	OTHER OPERATING EXP & SERVICES		(311)
Total Transfer Fund 33		\$130,946	\$130,946
<u>Fund 63: Retiree Benefits Fund</u>			
8800	LOCAL REVENUES	3,372,411	
3000	EMPLOYEE BENEFITS		3,372,411
Total Transfer Fund 63		\$3,372,411	\$3,372,411
<u>Fund 74: Student Financial Aid Fund</u>			
8100	FEDERAL REVENUES	100	
7000	OTHER OUTGO		100
Total Transfer Fund 74		\$100	\$100

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

RECOMMENDATION

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 06/30/2016 To 06/30/2016
Board Meeting on 09/12/2016**

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

BUDGET TRANSFERS		From	To
<u>Fund 11: General Fund Unrestricted</u>			
B019144	06/30/16		
1000	ACADEMIC SALARIES		47,422
2000	CLASSIFIED SALARIES		12,910
3000	EMPLOYEE BENEFITS		19,632
5000	OTHER OPERATING EXP & SERVICES	79,964	
		\$79,964	\$79,964
Total Reference B019144			
Reason:	Special Project Adjustment		
Description:	To fund accounts for TOEs		
B019248	06/30/16		
3000	EMPLOYEE BENEFITS		422,000
5000	OTHER OPERATING EXP & SERVICES	558,000	
6000	CAPITAL OUTLAY		136,000
		\$558,000	\$558,000
Total Reference B019248			
Reason:	Adjustment		
Description:	Cover neg bal in major object		
<u>Fund 12: General Fund Restricted</u>			
B019165	06/30/16		
1000	ACADEMIC SALARIES		18,290
2000	CLASSIFIED SALARIES	1	
3000	EMPLOYEE BENEFITS		13,604
4000	SUPPLIES & MATERIALS	2,481	
5000	OTHER OPERATING EXP & SERVICES	28,839	
6000	CAPITAL OUTLAY	573	
		\$31,894	\$31,894
Total Reference B019165			
Reason:	Special Project Adjustment		
Description:	Cover Aaron Voelcker TOE		
B019239	06/30/16		
1000	ACADEMIC SALARIES	20,025	
2000	CLASSIFIED SALARIES		45,248
3000	EMPLOYEE BENEFITS	7,044	
4000	SUPPLIES & MATERIALS	22,290	
5000	OTHER OPERATING EXP & SERVICES		12,530
6000	CAPITAL OUTLAY	8,419	
		\$57,778	\$57,778
Total Reference B019239			
Reason:	Special Project Adjustment		
Description:	To reconcile end year balances		

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

From 06/30/2016 To 06/30/2016

Board Meeting on 09/12/2016

BUDGET TRANSFERS		From	To
B019253	06/30/16		
1000	ACADEMIC SALARIES	15,940	
2000	CLASSIFIED SALARIES		29,197
3000	EMPLOYEE BENEFITS		14,519
4000	SUPPLIES & MATERIALS	19,832	
5000	OTHER OPERATING EXP & SERVICES	7,944	

Total Reference B019253		\$43,716	\$43,716
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Reason: Special Project Adjustment
Description: To reconcile end-year balances

Fund 13: GF Unrestricted One-Time Funds

B019126	06/30/16		
5000	OTHER OPERATING EXP & SERVICES	28,032	
6000	CAPITAL OUTLAY		28,032

Total Reference B019126		\$28,032	\$28,032
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Reason: Adjustment
Description: To cover TOE's

Fund 31: Bookstore Fund

B019250	06/30/16		
4000	SUPPLIES & MATERIALS		124,000
5000	OTHER OPERATING EXP & SERVICES		250
7900	RESERVE FOR CONTINGENCIES	124,250	

Total Reference B019250		\$124,250	\$124,250
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Reason: Adjustment
Description: Adj budgets to cover 15/16 exp accruals

Fund 33: Child Development Fund

B019211	06/30/16		
1000	ACADEMIC SALARIES		7,700
2000	CLASSIFIED SALARIES		14,937
3000	EMPLOYEE BENEFITS		8,497
4000	SUPPLIES & MATERIALS	31,134	

Total Reference B019211		\$31,134	\$31,134
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Reason: Special Project Adjustment
Description: To clear negative balances - CDC CCTR

B019221	06/30/16		
1000	ACADEMIC SALARIES	44,316	
2000	CLASSIFIED SALARIES		38,167
3000	EMPLOYEE BENEFITS	40,668	
4000	SUPPLIES & MATERIALS		31,351
5000	OTHER OPERATING EXP & SERVICES		9,194
6000	CAPITAL OUTLAY		6,272

Total Reference B019221		\$84,984	\$84,984
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Reason: Special Project Adjustment
Description: To clear negative balances

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

From 06/30/2016 To 06/30/2016

Board Meeting on 09/12/2016

BUDGET TRANSFERS	From	To
<u>Fund 41: Capital Outlay Projects Fund</u>		
B019193 06/30/16		
6000 CAPITAL OUTLAY		25,000
7900 RESERVE FOR CONTINGENCIES	25,000	
	\$25,000	\$25,000
Total Reference B019193		
Reason: Special Project Adjustment		
Description: Allocate funds to construction management		
B019196 06/30/16		
6000 CAPITAL OUTLAY		230,000
7900 RESERVE FOR CONTINGENCIES	230,000	
	\$230,000	\$230,000
Total Reference B019196		
Reason: New Budget		
Description: Chavez Hall Renovation		
B019224 06/30/16		
6000 CAPITAL OUTLAY		3,662,843
7900 RESERVE FOR CONTINGENCIES	3,662,843	
	\$3,662,843	\$3,662,843
Total Reference B019224		
Reason: Special Project Adjustment		
Description: Allocate funds from RDA to OEC		
<u>Fund 71: Associated Students Fund</u>		
B019156 06/30/16		
2000 CLASSIFIED SALARIES		9,340
3000 EMPLOYEE BENEFITS		841
7900 RESERVE FOR CONTINGENCIES	10,181	
	\$10,181	\$10,181
Total Reference B019156		
Reason: Special Project Adjustment		
Description: Adjust budgets to cover 15/16 negative budget		
B019256 06/30/16		
5000 OTHER OPERATING EXP & SERVICES		16
7900 RESERVE FOR CONTINGENCIES	16	
	\$16	\$16
Total Reference B019256		
Reason: Adjustment		
Description: Adjust budget to cover 15/16 expense accruals		
<u>Fund 72: Representation Fee Trust Fund</u>		
B019286 06/30/16		
5000 OTHER OPERATING EXP & SERVICES		42,304
7900 RESERVE FOR CONTINGENCIES	42,304	
	\$42,304	\$42,304
Total Reference B019286		
Reason: Special Project Adjustment		
Description: Cover student rep fees to BOG		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 06/30/2016 To 06/30/2016
Board Meeting on 09/12/2016**

BUDGET TRANSFERS	From	To
<u>Fund 76: Community Education Fund</u>		
B019255 06/30/16		
5000 OTHER OPERATING EXP & SERVICES		3,480
7900 RESERVE FOR CONTINGENCIES	3,480	
	<hr/>	<hr/>
Total Reference B019255	\$3,480	\$3,480
Reason: Adjustment		
Description: Adjust budget to cover 15/16 expense accruals		
<u>Fund 79: Diversified Trust Fund</u>		
B019155 06/30/16		
2000 CLASSIFIED SALARIES		14,040
7900 RESERVE FOR CONTINGENCIES	14,040	
	<hr/>	<hr/>
Total Reference B019155	\$14,040	\$14,040
Reason: Special Project Adjustment		
Description: Adjust budget to cover 15/16 negative budget		
B019257 06/30/16		
4000 SUPPLIES & MATERIALS		1,100
5000 OTHER OPERATING EXP & SERVICES		3,673
7900 RESERVE FOR CONTINGENCIES	4,773	
	<hr/>	<hr/>
Total Reference B019257	\$4,773	\$4,773
Reason: Special Project Adjustment		
Description: Adjust budgets to cover 15/16 expense accruals		
B019258 06/30/16		
2000 CLASSIFIED SALARIES		14,493
7900 RESERVE FOR CONTINGENCIES	14,493	
	<hr/>	<hr/>
Total Reference B019258	\$14,493	\$14,493
Reason: Special Project Adjustment		
Description: Adjust budgets to cover negative balances		
 BUDGET INCREASES AND DECREASES		
	Revenue	Appropriation
<u>Fund 11: General Fund Unrestricted</u>		
B019249 06/30/16		
8600 STATE REVENUES	3,869,705	
3000 EMPLOYEE BENEFITS		3,869,705
	<hr/>	<hr/>
Total Reference B019249	\$3,869,705	\$3,869,705
Reason: Adjustment		
Description: Budget for STRS On-behalf entry		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 06/30/2016 To 06/30/2016
Board Meeting on 09/12/2016**

BUDGET INCREASES AND DECREASES

		Revenue	Appropriation
Fund 12: General Fund Restricted			
B019152	06/30/16		
8600	STATE REVENUES	31,427	
1000	ACADEMIC SALARIES		23,184
2000	CLASSIFIED SALARIES		5,976
3000	EMPLOYEE BENEFITS		12,045
4000	SUPPLIES & MATERIALS		(483)
5000	OTHER OPERATING EXP & SERVICES		(9,295)
Total Reference B019152		\$31,427	\$31,427
Reason:	Special Project Adjustment		
Description:	Cover negatives on various accounts under BSI budget		
B019153	06/30/16		
8600	STATE REVENUES	(31,427)	
1000	ACADEMIC SALARIES		(20,181)
3000	EMPLOYEE BENEFITS		(3,206)
5000	OTHER OPERATING EXP & SERVICES		(8,040)
Total Reference B019153		\$(31,427)	\$(31,427)
Reason:	Special Project Adjustment		
Description:	Cover negatives on various accounts		
B019190	06/30/16		
8600	STATE REVENUES	507,900	
5000	OTHER OPERATING EXP & SERVICES		507,900
Total Reference B019190		\$507,900	\$507,900
Reason:	New Budget		
Description:	AEBG Data & Accountability Funds		
B019236	06/30/16		
8600	STATE REVENUES	46,134	
1000	ACADEMIC SALARIES		41,096
3000	EMPLOYEE BENEFITS		5,038
Total Reference B019236		\$46,134	\$46,134
Reason:	Special Project Adjustment		
Description:	To reconcile end year balances		
B019243	06/30/16		
8600	STATE REVENUES	27,970	
1000	ACADEMIC SALARIES		27,970
Total Reference B019243		\$27,970	\$27,970
Reason:	Special Project Adjustment		
Description:	Align final 2015 BSI exp to budget for SAC & CEC		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 06/30/2016 To 06/30/2016
Board Meeting on 09/12/2016**

BUDGET INCREASES AND DECREASES

Revenue Appropriation

Fund 33: Child Development Fund

B019220 06/30/16

8100	FEDERAL REVENUES	130,946	
1000	ACADEMIC SALARIES		42,171
2000	CLASSIFIED SALARIES		74,082
3000	EMPLOYEE BENEFITS		15,493
4000	SUPPLIES & MATERIALS		(489)
5000	OTHER OPERATING EXP & SERVICES		(311)

Total Reference B019220

\$130,946 \$130,946

Reason: Special Project Adjustment
Description: To clear negative balances

Fund 63: Retiree Benefits Fund

B019208 06/30/16

8800	LOCAL REVENUES	3,372,411	
3000	EMPLOYEE BENEFITS		3,372,411

Total Reference B019208

\$3,372,411 \$3,372,411

Reason: Adjustment
Description: Adjust Retiree benefits fund

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 06/30/2016 To 06/30/2016
Board Meeting on 09/12/2016**

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>
06/30/16	J036829	To close underspent amount in BSI-Sup/Inst (SCC) to General Fund 11- Unrestricted	0.41
06/30/16	J036830	To close overspent amount in SBI-Crd/Rrch (SAC) to General Fund 11- Unrestricted	0.28
06/30/16	J036831	To close overspent amount in BSI-Sup/Inst (SAC) to General Fund 11- Unrestricted	1.66
06/30/16	J036832	To close overspent amount in BSI-Coord (SAC) to General Fund 11- Unrestricted	46.72
06/30/16	J036836	To close overspent amount in BSI-Stf/Dv (SAC) to General Fund 11- Unrestricted	14.83
06/30/16	J037461	To close overspent amount in Title V Yr 5 to General Fund 11 - Unrestricted	129.89
06/30/16	J037462	To close underspent amount in Student Mental Health Prog to General Fund 11 Unrestricted	7.66
06/30/16	J037556	To close overspent amount in FWS to General Fund 11 - Unrestricted	425.13
06/30/16	J037557	To close overspent amount in TRNG CONSTR/SAC to General Fund 11 - Unrestricted	255.09
06/30/16	J037558	To close overspent amount in CDC TRNG CONSTR/SCC to General Fund 11 - Unrestricted	509.50
06/30/16	J037559	To close overspent amount in 14 BSI/SAC to General Fund 11 - Unrestricted	7.16
06/30/16	J037560	To close overspent amount in SBA to General Fund 11 - Unrestricted	949.20
06/30/16	J037561	To close overspent amount in TANF/SAC to General Fund 11 - Unrestricted	167.63
06/30/16	J037562	To close overspent amount in CALWORKS/SCC to General Fund 11 - Unrestricted	816.83
06/30/16	J037563	To close overspent amount in 15 BSI/SAC to General Fund 11 - Unrestricted	0.45
06/30/16	J037564	To close overspent amount in 15 BSI/SAC to General Fund 11 - Unrestricted	0.60
06/30/16	J037565	To close overspent amount in 15 BSI/SAC to General Fund 11 - Unrestricted	0.02
06/30/16	J037566	To close overspent amount in 15 BSI/SAC to General Fund 11 - Unrestricted	0.55
06/30/16	J037567	To close overspent amount in 15 BSI/SAC to General Fund 11 - Unrestricted	29.65
06/30/16	J037568	To close overspent amount in 15 BSI/SAC to General Fund 11 - Unrestricted	1.12

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD REPORT - INTRAFUND AND INTERFUND TRANSFERS
From 06/30/2016 To 06/30/2016
Board Meeting on 09/12/2016**

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

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INTRAFUND TRANSFERS

<u>Date</u>	<u>Reference#</u>	<u>Description</u>	<u>Amount</u>
06/30/16	J037569	To close overspent amount in GO BIZ II to General Fund 11 - Unrestricted	1,100.80
06/30/16	J037570	To close overspent amount in GO BIZ I to General Fund 11 - Unrestricted	0.04
06/30/16	J037571	To close overspent amount in SML BIZ to General Fund 11 - Unrestricted	3.06
06/30/16	J037572	To close overspent amount in SML BIZ to General Fund 11 - Unrestricted	0.37
06/30/16	J037573	To close overspent amount in DSN RHT to General Fund 11 - Unrestricted	3.99
06/30/16	J037574	To close overspent amount in SML BIZ to General Fund 11 - Unrestricted	158.06
06/30/16	J037575	To close overspent amount in DSN RHT to General Fund 11 - Unrestricted	0.11
06/30/16	J037576	To close overspent amount in DSN RHT to General Fund 11 - Unrestricted	0.21
06/30/16	J037577	To close overspent amount in SML BIZ to General Fund 11 - Unrestricted	0.87
06/30/16	J037581	To close underspent amount in SML BIZ Regl to General Fund 11 - Unrestricted	0.32
06/30/16	J037582	To close overspent amount in STU EQU/SAC to General Fund 11 - Unrestricted	8.30
06/30/16	J037583	To close overspent amount in STU EQU/SAC to General Fund 11 - Unrestricted	39.48
06/30/16	J037584	To close underspent amount in 14 BSI/SAC to General Fund 11 - Unrestricted	0.59
06/30/16	J037585	To close overspent amount in 14 BSI/SCC to General Fund 11 - Unrestricted	42.18
06/30/16	J037586	To close overspent amount in 14 BSI/SAC to General Fund 11 - Unrestricted	4.17
06/30/16	J037587	To close overspent amount in 14 BSI/SAC to General Fund 11 - Unrestricted	51.98
06/30/16	J037588	To close overspent amount in 2015 SML BIZ to General Fund 11 - Unrestricted	3.06
06/30/16	J037589	To close overspent amount in FACULTY ENTRE to General Fund 11 - Unrestricted	6.83
06/30/16	J037590	To close overspent amount in 2015 EHS to General Fund 11 - Unrestricted	13.41

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD REPORT - INTRAFUND AND INTERFUND TRANSFERS
From 06/30/2016 To 06/30/2016
Board Meeting on 09/12/2016**

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

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INTRAFUND TRANSFERS

<u>Date</u>	<u>Reference#</u>	<u>Description</u>	<u>Amount</u>
06/30/16	J037593	To close overspent amount in USDA Prtneshp Trsf to General Fund 11 - Unrestricted	0.19
06/30/16	J037594	To close overspent amount in WIA Youth Grt to General Fund 11 - Unrestricted	5,009.37
06/30/16	J037595	To close overspent amount in SAC CARE PY to General Fund 11 - Unrestricted	1,960.00
06/30/16	J037596	To close overspent amount in Enroll. Growth AR&R to General Fund 11 - Unrestricted	5.17
06/30/16	J037597	To close overspent amount in Enrollment Growth to General Fund 11 - Unrestricted	50.41
06/30/16	J037598	To close underspent amount in SAC ED-AB86 Adult Ed to General Fund 11 - Unrestricted	1.11
06/30/16	J037599	To close overspent amount in MESA to General Fund 11 - Unrestricted	185.36
06/30/16	J037600	To close overspent amount in Song Brown RN Cap to General Fund 11 - Unrestricted	0.02
06/30/16	J037601	To close overspent amount in Song Brown RN Spec to General Fund 11 - Unrestricted	4.90
06/30/16	J037602	To close underspent amount in Lumina Latino Stud. to General Fund 11 - Unrestricted	54.66
06/30/16	J037603	To close overspent amount in SCC CARE to General Fund 11 - Unrestricted	33.90
06/30/16	J037604	To close overspent amount in SCC ED-AB86 Adult Ed to General Fund 11 - Unrestricted	12,867.28
06/30/16	J037605	To close overspent amount in SCC EOPS to General Fund 11 - Unrestricted	1,448.23
06/30/16	J037606	To close overspent amount in LA/OC Regional Cons. to General Fund 11 - Unrestricted	4,574.73
06/30/16	J037607	To close overspent amount in EEO to General Fund 11 - Unrestricted	1,078.09
06/30/16	J037608	To close overspent amount in Econ Dev Enroll. to General Fund 11 - Unrestricted	2,882.20
06/30/16	J037609	To close overspent amount in WIOA/GED SAC to General Fund 11 - Unrestricted	142.22
06/30/16	J037610	To close overspent amount in WIOA/GED SCC to General Fund 11 - Unrestricted	61.67
06/30/16	J037611	To close overspent amount in WIOA/ESL SAC to General Fund 11 - Unrestricted	107.35

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD REPORT - INTRAFUND AND INTERFUND TRANSFERS
From 06/30/2016 To 06/30/2016
Board Meeting on 09/12/2016**

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>
06/30/16	J037612	To close overspent amount in WIOA/ESL SCC to General Fund 11 - Unrestricted	2.51
06/30/16	J037613	Close overspent amount in WIOA/EL CIVICS SAC to General Fund 11 - Unrestricted	27.89
06/30/16	J037614	To close overspent amount in WIOA/EL CIVICS SCC to General Fund 11 - Unrestricted	0.95
06/30/16	J037615	To close overspent amount in STEM2 SCC to General Fund 11 - Unrestricted	0.51
06/30/16	J037616	To close overspent amount in VTEA SCC 1814 to General Fund 11 - Unrestricted	100.43
06/30/16	J037617	To close overspent amount in VTEA SAC 1824 to General Fund 11 - Unrestricted	3,408.34
06/30/16	J037618	To close overspent amount in VTEA SCC 1827 to General Fund 11 - Unrestricted	161.04
06/30/16	J037619	To close overspent amount in DSN GT & L SAC to General Fund 11 - Unrestricted	0.81
06/30/16	J037620	To close overspent amount in DSN GT & L SCC to General Fund 11 - Unrestricted	2.82
06/30/16	J037621	To close overspent amount in DSN GT & L SAC to General Fund 11 - Unrestricted	0.40
06/30/16	J037622	To close overspent amount in SN ICT DM DO to General Fund 11 - Unrestricted	123.62
06/30/16	J037623	To close overspent amount in SSSP - Follow UP to General Fund 11 - Unrestricted	20.58
06/30/16	J037627	Correct JE37588-SML BIZ- Duplicate	3.06
06/30/16	J037634	Correct JE 37607	1,078.09
06/30/16	J037635	To close overspent amount in SAC SSSP Non Credit to General Fund 11 - Unrestricted	818.75
06/30/16	J037636	To close overspent amount in SCC SSSP Non Credit to General Fund 11 - Unrestricted	756.02
06/30/16	J037644	To close underspent amount in 14' TANF/SCC to General Fund 11 - Unrestricted	67.00
06/30/16	J037645	To close underspent amount in 14' CALWORKS/SAC to General Fund 11 - Unrestricted	3.12
06/30/16	J037646	To close underspent amount in CALWORKS/SCC to General Fund 11 - Unrestricted	0.65

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD REPORT - INTRAFUND AND INTERFUND TRANSFERS
From 06/30/2016 To 06/30/2016
Board Meeting on 09/12/2016**

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.

INTERFUND TRANSFERS

<u>Date</u>	<u>Reference#</u>	<u>Description</u>	<u>Amount</u>
06/30/16	J037124	Record interfund transfer from Fund 11 to Fund 33	250,000.00
06/30/16	J037800	Record interfund transfer out from Proj. 3180 to Proj. 3183 per J-226 from the County	10,500.00
06/30/16	V0494787	Record interfund transfer from Fund 31 to Fund 79	17,184.00

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

To:	Board of Trustees	Date: September 12, 2016
Re:	Approval of the 2016/2017 Adopted Budget	
Action:	Request for Approval	

BACKGROUND

In accordance with the California Code of Regulations, Title 5, Sections 58301 and 58305(c), the governing board of each community college district shall hold a public hearing and adopt a final budget by September 15th of each year. At the Board meeting of August 15, 2016, the Board of Trustees took action to set this public hearing at the September 12, 2016 meeting. The General Fund proposed Adopted Budget has been reviewed and unanimously recommended by both the Fiscal Resources Committee and District Council.

ANALYSIS

A full bound copy of the 2016/2017 proposed Adopted Budget was available for public display and review September 7th through September 9th at the District Office, 2323 N. Broadway, on the 4th floor reception area between the hours of 8:00 a.m. and 5:00 p.m. and has been provided for your review. It contains a balanced budget for all District funds. Furthermore, the Chancellor's Message can be found on Page 3 and provides an overview of the major assumptions used in the budget development process. The 2016/2017 proposed Adopted Budget PDF can be found at the following link: <https://www.rscgd.edu/Departments/Business-Operations/Pages/Budget.aspx> pending Board approval.

RECOMMENDATION

It is recommended that the Board of Trustees approve the 2016/2017 Adopted Budget as presented.

Fiscal Impact:	As presented in Adopted Budget	Board Date: September 12, 2016
Prepared by:	Adam M. O'Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

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

To:	Board of Trustees	Date: September 12, 2016
Re:	Approval of Amendment to Agreement with Lentz Morrissey Architects for Professional Design Services for ADA Upgrades to the District Office	
Action:	Request for Approval	

BACKGROUND:

This is an amendment to an existing agreement for an extension of time and additional scope. On February 22, 2016 the Board of Trustees approved an agreement with Lentz Morrissey Architects (LMA) for architectural services for the ADA upgrades project at the District Office to address scope of work associated with accessibility. The project consists of redesign of the parking lots, including ADA accessible parking, revise path of travel, modify existing stairs, create new ramps and remove existing barriers. In order to validate and reconcile probable costs of construction for the various upgrades, the District has requested LMA to complete a cost estimate for the scope of work.

ANALYSIS:

The amendment to this agreement is to extend the contract duration and to add cost estimating services. The additional services covered by this amendment is for a fixed fee in the amount of \$3,500. The revised total contract amount is \$36,300. The contract duration for this agreement has been extended to June 30, 2017. The District has reviewed the additional fee and it is reasonable and within industry standards.

This agreement is funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amendment to the agreement with Lentz Morrissey Architects for Professional Design Services for ADA Upgrades to the District Office as presented.

Fiscal Impact:	\$3,500 (includes reimbursables)	Board Date: September 12, 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: 9/12/16

Project: **ADA Upgrades**

Site: **District Office**

Consultant: **Lentz Morrissey Architects**

Type of Service: **Professional Design Services**

Agreement Summary	No.	Amount	Reimbursable	Duration	
				Start	End
Contract Amount		\$ 31,800.00	\$ 1,000.00	2/23/2016	9/31/16
Amendment #1		\$ 3,500.00		2/23/2016	6/30/2017
Total Agreement Amount		\$ 36,300.00			
		<i>(Not to exceed)</i>			

DESCRIPTION:

Amendment for cost estimating services for professional design services for the ADA Upgrades Project at the District Office

Total Proposed Amount: \$ **3,500.00**

Contract End Date: **6/30/2017**

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

To:	Board of Trustees	Date: September 12, 2016
Re:	Approval of Amendment to Agreement with Koury Engineering & Testing, Inc. for Soils Testing and Inspection Services for the Central Plant, Infrastructure and Mechanical Upgrades Project at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

This is an amendment to an existing agreement for revised hourly rates only. On September 14, 2015 the Board of Trustees approved an agreement with Koury Engineering & Testing, Inc. for the Central Plant, Infrastructure and Mechanical Upgrades project at Santa Ana College. Soils material testing and inspection services are required during the course of construction and are a Division of State Architect (DSA) requirement for this project. This agreement is subject to the District's requirements of the Community Student Workforce Project Agreement (CSWPA).

ANALYSIS:

Pursuant to the new contract negotiated by the Operating Engineers Union Local 12, set forth by the Department of Industrial Relations, an increase in prevailing wage rates became effective July 1, 2016. The District has confirmed the effective date of this increase and concurs with the new rates stated by Local 12. The amendment of this agreement is to revise the hourly rates for consultants' work to account for the increases in prevailing wage rates. There are no additional costs to the total agreement for this amendment. The contract duration for this agreement remains from September 15, 2015 through March 31, 2018. The District has reviewed the revised hourly rates and it is reasonable and within industry standards.

This agreement is funded by Measure Q.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amendment with Koury Engineering & Testing, Inc. for Soils Testing and Inspection Services for the Central Plant, Infrastructure and Mechanical Upgrades project at Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date: September 12, 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: 9/12/16

Project: Central Plant, Infrastructure and Mechanical Upgrades **Site: Santa Ana College**

Consultant: Koury Engineering and Testing, Inc.

Type of Service: Soils Testing and Inspection Services

Agreement Summary	No.	Amount	Reimbursables	Duration	
				Start	End
Original Contract Amount		\$ 317,030.00	none	9/15/2015	3/31/2018
Amendment #1		N/A			
Total Agreement Amount		<u>\$ 317,030.00</u>			
		<i>(Not to exceed)</i>			

DESCRIPTION:

Amendment to revise hourly rates to comply with Department of Industrial Regulations prevailing wage increase

Total Proposed Amount: **N/A**

Contract End Date: **3/31/2018**

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

To:	Board of Trustees	Date: September 12, 2016
Re:	Approval of Change Order #1 for Letner Roofing Company for Bid #1290 Building T (Student Cafeteria and Student Health) Roof Replacement Project at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On May 16, 2016, the Board of Trustees approved a contract with Letner Roofing Company for the roof replacement at Building T (Student Cafeteria and Student Health) at Santiago Canyon College. The roof replacement project included removing existing roof, mastic and lead abatement, deck replacement, fascia board replacement, a new modified bituminous roofing system over a properly prepared substrate with a final application of a highly reflective coating designed to enhance the performance of the new roofing system. The new roof system will extend the expected useful life of the roof another twenty to thirty years. The project was completed in August.

ANALYSIS:

The project was completed on August 4, 2016 and Change Order #1 decreases the contract by \$1,400 which is a credit back to the District. The revised contract amount is \$112,600. Pursuant to Administrative Regulation 6600, staff is recommending approval of 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 Scheduled Maintenance.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #1 for Letner Roofing Company for Bid #1290 Building T (Student Cafeteria and Student Health) Roof Replacement Project at Santiago Canyon College as presented.

Fiscal Impact:	(\$1,400)	Board Date: September 12, 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 Date: September 12, 2016
 Project/Bid No. 1290
 Site: Santiago Canyon College
 Change Order (CO) No. : 1

Project Name: Building T Roof Replacement
 Contractor: Letner Roofing Company
 Contract #: 16-P0041014

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
05/20/16	76	08/04/16	0	0	8/4/2016

Change Order Summary			
Description	Number	Amount	% of Contract
Original Contract Amount		\$114,000.00	
Previous Change Orders	0	\$0.00	0.0%
This Change Order	1	-\$1,400.00	-1.2%
Total Change Order (s)		-\$1,400.00	-1.2%
Revised Contract Amount		\$112,600.00	

Items in Change Order							
Item No.	Description	Requester	Reason	Ext. Day	Credit	Add	Net
1	Deductive change order for the unused District allowance related to unforeseen repairs of the roof sub-structure directly related to the completion of the base scope of work. This shall be a credit to the contract amount.	Owner	5		(\$1,400.00)	\$0.00	(\$1,400.00)
Subtotal					(\$1,400.00)	\$0.00	(\$1,400.00)
Grand Total							(\$1,400.00)

- 1- CODE REQUIREMENT
- 2 - FIELD CONDITION
- 3 - INSPECTION REQUIREMENT
- 4 - DESIGN REQUIREMENT
- 5 - OWNER REQUIREMENT

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

To:	Board of Trustees	Date: September 12, 2016
Re:	Accept the Completion of Bid #1290 for Building T (Student Cafeteria and Student Health) Roof Replacement Project at Santiago Canyon College and Approve a Recording of a Notice of Completion	
Action:	Request for Acceptance and Approval	

BACKGROUND:

On May 16, 2016, the Board of Trustees approved a contract with Letner Roofing Company for Bid #1290 for the Building T (Student Cafeteria and Student Health) Roof Replacement Project at Santiago Canyon College. The project was completed on August 4, 2016.

ANALYSIS:

The Project was completed on August 4, 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 was \$112,600.

This project was funded by Scheduled Maintenance.

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: September 12, 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 Avenue, Orange, California, caused improvements to be made to the property to with: Bid #1290 Building T Roof Replacement, the contract for the doing of which was heretofore entered into on the 16th day of May, 2016, which contract was made with Letner Roofing Company. PO 16-0041014 as contractor; that said improvements were completed on the 4th day of August, 2016 and accepted by formal action of the governing Board of said District on the 12th day of September, 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 Western Surety 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: September 12, 2016
Re:	Award of Bid #1299 for ADA Improvements Phase 1 at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

The Americans with Disabilities Act (ADA) Improvements Phase 1 project at Santiago Canyon College addresses scope of work associated with an accessibility lawsuit and is the first project of several to correct ADA deficiencies. The ADA Improvements Phase 1 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". The project will be completed in three stages; lot 7, lot 1, switchback ramp and lot 6. The project has received Division of State Architect (DSA) approval.

ANALYSIS:

In accordance with the California Uniform Public Construction Cost Accounting Act, Bid #1299 for ADA Improvements Phase 1 at Santiago Canyon College was advertised on July 18, and July 25, 2016.

A mandatory job walk was conducted on July 28, 2016. Bids were opened on August 22, 2016 as noted on the attached bid result form. The District received two (2) bids for the project. Golden Gate Construction (Buena Park) submitted the lowest responsive bid in the amount of \$357,682. District staff conducted a due diligence review to ensure compliance with license and bid bond requirements. After review of the bids received, the District recommends approval of award of Bid #1299 to Golden Gate Construction.

The anticipated construction start will be September 30, 2016, with an estimated construction duration of one hundred seventy-five (175) days.

The project is funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board award Bid #1299 to Golden Gate Construction for ADA Improvements Phase 1 at Santiago Canyon College as presented.

Fiscal Impact:	\$357,682	Board Date: September 12, 2016
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodriguez, Ph.D, Chancellor	



RANCHO SANTIAGO
Community College District

Facility Planning, District Construction and Support Services

2323 North Broadway, Rm 112

Santa Ana, CA 92706-1640

BID RESULTS

BID #1299

Addendums Issued: 1

PROJECT: ADA Improvements Phase 1 at
Santiago Canyon College

DUE DATE: August 22, 2016
At 10:00 A.M.

BIDDER

TOTAL BASE BID AMOUNT

Golden Gate Construction
6481 Orangethrope Avenue, Suite 26
Buena Park, CA 90620

\$357,682

Leonida Builders, Incorporated
1822A East Route 66, Unit #401
Glendora, CA 91740

\$380,630

2 TOTAL BIDDERS

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

To:	Board of Trustees	Date: September 12, 2016
Re:	Ratification of Award of Bid #1288 for Storm Water Improvements at Santiago Canyon College	
Action:	Request for Ratification	

BACKGROUND:

Storm drain improvement work is needed and at the athletic fields at Santiago Canyon College as part of the instituting Best Management Practices (BMP) for storm water management. The improvement work will correct deficient water drainage and filtration currently caused by excess water generated from the upper soccer fields and The Coastkeeper Garden during the rainy season. The recommended improvements will divert excess storm water when it rains to the existing storm water drainage system via new trench drains, new atrium grate inlets, concrete gutters, and drain box inlets. New lateral plastic piping will be installed to divert the storm water and route it to the appropriate existing main storm drainage pipe system. The project will prevent further hillside erosion at the accessible switchback and maintain the path of travel clean of debris after rainfall.

ANALYSIS:

In accordance with the California Uniform Public Construction Cost Accounting Act, Bid #1288 for Storm Water Improvements at Santiago Canyon College was advertised on June 6, 2016, and a Notice Calling for Bids was sent to 97 (ninety-seven) contractors from the District's qualified contractors list on June 6, 2016.

A mandatory job walk was conducted on June 16, 2016. Bids were opened on July 5, 2016, as noted on the attached bid result form. The District received six (6) bids for the project. Engineering Remediation Resources Group, Inc. (Tustin) submitted the lowest responsive bid in the amount of \$59,911.15. District staff conducted a due diligence review to ensure compliance with license requirements. After review of the bids received, the District recommends approval of award of Bid #1288 to Engineering Remediation Resources Group, Inc. The Vice Chancellor of Business Operations/Fiscal Services has authorized the award of the contract, under the authority of CUPCAA, to Engineering Remediation Resources Group, Inc.

The construction start was July 26, 2016, with an estimated construction duration of sixty (60) days.

The project is funded by Capital Outlay.

RECOMMENDATION:

It is recommended that the Board ratify the award of Bid #1288 to Engineering Remediation Resources Group, Inc. for Storm Water Improvements at Santiago Canyon College as presented.

Fiscal Impact:	\$59,911.15	Board Date: September 12, 2016
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodriguez, Ph.D, Chancellor	



Facility Planning
2323 North Broadway, Rm 112
Santa Ana, CA 92706-1640

BID RESULTS

BID #1288 Addendums Issued: 1	PROJECT: Storm Water Improvements at Santiago Canyon College	DUE DATE: July 5, 2016 At 10:00 AM
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BIDDER	TOTAL BID AMOUNT
Engineering/Remediation Resources Group, Incorporated 1541 Parkway Loop, Suite D Tustin, CA 92780	\$59,911.15
Gwinco Construction & Engineering, Incorporated 2131 South Grove Avenue Ontario, CA 91761	\$89,800.00
Fleming Environmental, Incorporated 1372 East Valencia Drive Fullerton, CA 92831	\$114,422.00
Atom Engineering Construction, Incorporated 40410 Vista Road Hemet, CA 92544	\$124,398.00
Leonida Builders, Incorporated 1822A East Route 66, Suite #401 Glendora, CA 91740	\$125,000.00
Humphrey Constructors 21314 Hideout Drive Diamond Bar, CA 91765	\$134,000.00

6 TOTAL BIDDERS

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

To:	Board of Trustees	Date: September 12, 2016
Re:	Approval of Amendment to Agreement with Ninyo & Moore for Geohazard, Geotechnical, and Material Testing and Inspection Services at the Orange Education Center	
Action:	Request for Approval	

BACKGROUND:

This is an amendment to an existing agreement for additional scope. On August 18, 2014 the Board of Trustees approved an agreement with Ninyo & Moore for geohazard, geotechnical, and material testing and inspection services for the Building Certification Project at the Orange Education Center. The District's civil engineer requires a percolation test to explore the subsurface conditions and evaluate the hydraulic conductivity of the on-site soils to provide design infiltration rates in accordance with the County of Orange Infiltration Evaluation Guidelines and Low Impact Development standards. These services were not included in the original agreement with Ninyo & Moore. The scope for the percolation tests includes; (1) review of background data, (2) geological reconnaissance to evaluate the site and mark proposed boring locations, (3) subsurface exploration including excavation, sampling, and borings, (5) laboratory testing of samples, (6) data compilation and engineering analysis, (7) preparation of final report.

ANALYSIS:

The amendment of this agreement is for additional scope only to complete percolation testing. The additional services covered by this amendment is for a fixed fee of \$5,978. The revised total contract amount is \$80,517.38. The contract duration for this agreement remains through June 30, 2017. The District has reviewed the additional fee and it is reasonable and within industry standards.

This agreement is funded by Measure E, Budget Stabilization Funds and Redevelopment Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amendment with Ninyo & Moore for Geohazard, Geotechnical, and Material Testing and Inspection Services at the Orange Education Center for Santiago Canyon College as presented.

Fiscal Impact:	\$5,978	Board Date: September 12, 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: 9/12/2016

Project: Building Certification

Site: **Orange Education Center**

Consultants: **Ninyo & Moore**

Type of Service: Geohazard, Geotechnical and Material
Testing and Inspection

Agreement Summary	Amount	Reimbursables	Start	Duration End
Original Contract Amount	\$74,539.38		8/19/2014	6/30/2015
Amendment #1 time only	none			6/30/2017
Amendment #2	\$5,978.00			
Total Agreement Amount	\$80,517.38			

DESCRIPTION:

Amendment for additional percolation testing

Total Proposed Amount: **\$5,978.00**

Contract End Date: **6/30/2017**

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

To:	Board of Trustees	Date: September 12, 2016
Re:	Approval of Legal Services Agreement – Atkinson, Andelson, Loya, Ruud & Romo	
Action:	Request for Approval	

BACKGROUND

The district utilizes a number of law firms for specialized legal services. The law firm of Atkinson, Andelson, Loya, Ruud & Romo (AALRR) specializes in the representation of California educational agencies.

ANALYSIS

Hourly rates for AALRR range from \$300 per hour for senior partners; \$285 per hour for partners/senior counsel; \$275 per hour for senior associates; \$265 per hour for associates; \$265 per hour for electronic technology litigation specialists; \$200 per hour for non-legal consultants; \$175 per hour for senior paralegals/law clerks and \$155 per hour for paralegals/legal assistants. Word processing, clerical and staff overtime, telephone and facsimile charges, outside costs such as deposition fees, experts, messengers, copying projects, mileage, travel, etc. are charged at actual invoiced cost.

This agreement has been reviewed and approved by Ruben Smith, Esq., General Counsel to the Board of Trustees of Rancho Santiago Community College District and recommended for approval.

RECOMMENDATION

It is recommended that the Board of Trustees authorize the Vice Chancellor of Business Operations/Fiscal Services or his designee to renew the proposed agreement between Rancho Santiago Community College District and Atkinson, Andelson, Loya, Ruud & Romo for the period of July 1, 2016 through June 30, 2018 as presented.

Fiscal Impact:	Based upon utilization	Board Date: September 12, 2016
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/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

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "AGREEMENT") is dated as of July 1, 2016, is entered into by and between RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (the "DISTRICT"), and ATKINSON, ANDELSON, LOYA, RUDD & ROMO, a Professional Law Corporation (the "FIRM").

RECITALS

- A. **WHEREAS**, the FIRM has the legal competence, experience and expertise to provide professional legal services to the DISTRICT; and
- B. **WHEREAS**, the DISTRICT desires to retain the FIRM to provide professional services;
- C. **NOW, THEREFORE**, the DISTRICT and the FIRM mutually agree as follows:

AGREEMENT

In consideration of the foregoing recitals and the mutual covenants contained in this AGREEMENT, it is agreed between and among each of the parties hereto as follows:

1. **TERM OF PROFESSIONAL SERVICES AGREEMENT**

The term of this AGREEMENT shall begin as of July 1, 2016 and shall continue thereafter until June 30, 2018 unless terminated earlier as set forth herein. If the DISTRICT continues to seek services from FIRM beyond end of the term, then the AGREEMENT shall have been considered to have been extended on a month-to-month basis until terminated by either party. The District has the right to terminate this AGREEMENT at any time upon written notice. This Agreement shall supersede and replace any prior agreements between the parties relating to the provision of legal services.

2. **SCOPE OF REPRESENTATION**

The FIRM agrees to provide such legal services within the FIRM's area of legal competence and expertise, including but not limited to providing advice, recommendations and legal opinions to the DISTRICT and representing the DISTRICT as counsel of record in administrative or court proceedings as may be requested by the DISTRICT or its designee in writing during the term of this AGREEMENT.

3. THE FIRM'S SERVICES AND RESPONSIBILITIES

- a. **Supervising Attorney:** The FIRM appoints Warren S. Kinsler, Esq. as the “Supervising Attorney” for work performed for the DISTRICT under this AGREEMENT. Any changes in this designation shall be promptly communicated in writing to the DISTRICT and is subject to prior written approval of the DISTRICT. The FIRM's Supervising Attorney shall have full authority to act for the FIRM on all matters under this AGREEMENT and shall serve as or designate lead counsel for all proceedings in which the substantive rights of the DISTRICT may be adjudicated or determined. The FIRM's designation of Supervising Attorney shall be subject to prior written approval by the DISTRICT.
- b. **Legal Representation:** The FIRM shall provide the DISTRICT with timely, high quality legal advice and representation consistent with this AGREEMENT, the Rules of Professional Conduct, and all applicable laws and court rules. The FIRM shall keep the DISTRICT informed of all significant developments in each case or matter assigned to the FIRM. If requested by DISTRICT, any verbal legal advice provided by the FIRM to the DISTRICT shall be provided in writing to the DISTRICT.
- c. **Non-Exclusivity:** The FIRM acknowledges that nothing in this AGREEMENT is intended, nor will be construed, as creating any exclusive contract between the DISTRICT and the FIRM related to the providing of legal services. As such, nothing in this AGREEMENT shall be interpreted to restrict or prohibit the DISTRICT from obtaining similar professional services from other attorneys, law firms, or sources.
- d. **Anti-Discrimination: It is the policy of the DISTRICT that in connection with all work performed under this AGREEMENT, there is no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The FIRM agrees to comply with applicable federal and State laws, including, but not limited to, the California Fair Employment and Housing Act, Government Code Section 12900 et seq. In addition, the FIRM agrees to require such compliance by all of its employees working on DISTRICT assigned work.**
- e. **Certification Regarding Suspension and Debarment:** The FIRM certifies that to the best of its knowledge and belief that the FIRM and its principals or affiliates utilized under this AGREEMENT, are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency.
 - i. If the debarment/suspension occurs during the term of the contract, such attorney or firm shall cease representing the DISTRICT and the DISTRICT may elect to terminate this AGREEMENT.

- f. **Adherence to Board Policy 3821 Gift Ban Policy:** The FIRM is notified that the DISTRICT's Board adopted the Board Policy 3821 Gift Ban Policy.

“5. *Gift* shall have the meaning it is defined to have in the California Political Reform Act, and the regulations issued pursuant to that Act, except that the following shall not be deemed to be gifts:

a. Meals, beverages, and free admission at any event sponsored by, or for the benefit of, a bona fide educational, academic, or charitable organization, and commemorative gifts from such organizations *with a cumulative value from any single source of fifty dollars (\$50.00) or less during any twelve-month period.*”

FIRM acknowledges and adheres to the Board Policy 3821 Gift Ban Policy.

4. THE DISTRICT'S RESPONSIBILITIES

- a. **Documents and Information:** The DISTRICT shall cooperate with counsel to make available to the FIRM all documents and other information possessed by the DISTRICT as may be necessary and relevant to any case or other matter assigned to the FIRM under this AGREEMENT. The DISTRICT shall also assist the FIRM in obtaining the DISTRICT's records and/or information necessary to respond to discovery and to help familiarize the FIRM with the DISTRICT's operations and policies.
- b. **Cooperation with the FIRM:** The DISTRICT agrees to fully respond to appropriate and reasonable inquiries made to it by the FIRM, and provide such written materials or documents that are in the DISTRICT's possession, custody or control in a timely manner, and otherwise provide the FIRM with any and all information necessary for the prosecution and/or defense of litigation or transactional matters that the FIRM is handling on the DISTRICT's behalf.

5. COMPENSATION:

- a. **Billing Requirements:** The FIRM shall provide legal services under this AGREEMENT in compliance with the DISTRICT's "Billing Requirements", attached hereto as Attachment "A" and incorporated herein by this reference. The Billing Requirements may be amended by the DISTRICT from time to time. The DISTRICT shall provide the FIRM with any amended Billing Requirements promptly after they are promulgated. Whenever amended Billing Requirements are made available to the FIRM, the FIRM shall within no later than thirty (30) days from the next billing month conform all of its future services and invoices to the DISTRICT's amended Billing Requirements. Additionally, the FIRM's request for reimbursement for costs and expenses incurred and presented shall be in accordance with the DISTRICT's Billing Requirements.
- b. **Legal Fees:** The FIRM shall provide legal services at the hourly billing rates for attorneys and paralegals or paraprofessionals as set forth in Attachment "B" to this AGREEMENT. The billing

rates set forth in Attachment B shall be set for the initial term of this Agreement. After the initial term the billing rates may be subject to periodic review and adjustment or modification as agreed between the DISTRICT and the FIRM. Any extension of the term of this Agreement and any billing rate change shall be in writing and be executed as an amendment to this AGREEMENT.

- c. **Reimbursable Costs and Expenses:** The DISTRICT will pay and reimburse only for the actual and ordinary costs for reasonable expenses without any premiums or markups. The maximum allowable actual costs for black and white photocopies and facsimiles are \$.10 per page and \$.25 for color copies. A more complete description of reimbursable costs and expenses are set forth in the DISTRICT's Billing Requirements.
- d. **Non-Reimbursable Expenses:** Certain expenses incurred by the FIRM in providing services under this AGREEMENT shall be considered as part of the FIRM's overhead and shall not be reimbursed by the DISTRICT, and shall be borne by the FIRM as expenses included within the hourly billing rates set forth in Attachment "B". Non- Reimbursable Expenses which will not be reimbursed and which should not be billed are more fully described in the DISTRICT's Billing Requirements.
- e. **Invoices:** The FIRM shall submit its invoices for services and for reimbursable expenses monthly in arrears in accordance with the Billing Requirements. The firm shall first submit its invoices to DISTRICT's General Counsel for review. The FIRM shall maintain in a form subject to audit, and in accordance with generally accepted accounting principles, backup documentation to support all entries included in the monthly billing statement. Such documentation shall be available to the DISTRICT upon request.
- f. **Payment to the FIRM:** The DISTRICT shall make payment(s) for services rendered under this AGREEMENT within sixty (60) days upon receipt of FIRM'S invoice, provided they are approved by the District. FIRM'S invoice shall be billed in arrears based on the itemized billing statement(s) that the FIRM submits to the DISTRICT as noted above in Section 5(e). DISTRICT personnel shall review all billing statements for reasonableness of the time billed as well as full compliance with this AGREEMENT and all Billing Requirements. The DISTRICT shall make its best effort to process payments promptly after receiving the FIRM's billing statement. However, the DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

6. TERMINATION:

- a. **Termination and/or Suspension for the DISTRICT's Convenience:** The FIRM's services performed under this AGREEMENT may be terminated or suspended, in whole or in part, by the DISTRICT at any time, when the DISTRICT, in its sole discretion, deems such termination or suspension is in the DISTRICT's best interest. The DISTRICT shall terminate or suspend services by delivering to the FIRM a written notice specifying the extent to which services are terminated or suspended and the effective date of the termination or suspension.

- i. After receiving a Notice of Termination or Suspension, unless otherwise directed by the DISTRICT, the FIRM shall: 1) stop services on the date and to the extent specified in the Suspension or Termination Notice; and 2) complete services not terminated or suspended by the Notice.

Within fifteen (15) days upon any termination or suspension, the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated or suspended. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution of counsel with the court when instructed by the DISTRICT. Notwithstanding the foregoing, the DISTRICT may at its sole discretion terminate this AGREEMENT. Notice of Termination: The DISTRICT shall give written notice to the FIRM of the FIRM's default under this AGREEMENT. The DISTRICT, in its sole discretion, shall decide whether the default is of such a nature that the FIRM should be given a period to cure the default, and, if so, the cure period shall be specified in the notice. If the DISTRICT wholly or partially terminates services under this AGREEMENT, replacement services may be obtained from another law firm or any other source with terms and in a manner the DISTRICT deems appropriate.

- b. **Termination for Professional Conflict of Interest:** If either the FIRM or the DISTRICT determines a matter of professional conflict has arisen during the FIRM's engagement, which should not or cannot be postponed until the conclusion of the FIRM's representation of the DISTRICT, the FIRM or the DISTRICT may immediately give written notice to terminate this AGREEMENT. Within fifteen (15) days the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution(s) of attorney with the court when instructed by the DISTRICT. The FIRM shall continue to provide high quality, professional legal representation until the appropriate substitution(s) of attorney can be filed.
- c. The District acknowledges that from time to time the Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, the Law Firm shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. The District acknowledges that it is often in the best interest of the District for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, pursuant to Education Code section 7, the Governing Board of the District hereby delegates to the Chancellor or designee authority to consent to joint representation in the circumstances described in this paragraph.

7. **DISPUTE RESOLUTION.** In the event the DISTRICT becomes dissatisfied with any aspect of our relationship, the DISTRICT will bring such concerns to the FIRM's attention immediately. If the DISTRICT and the FIRM are unable to resolve any dispute to their mutual satisfaction, the DISTRICT will first comply with any mandatory dispute resolution procedures that may apply to any such dispute including, bringing the claim before the mandatory Fee Arbitration Committee in Orange County, California, in accordance with the state bar rules for mandatory fee arbitration.

If the DISTRICT and the FIRM are unable to resolve any dispute, regardless of its nature, and after mandatory dispute resolution procedures have been waived or exhausted (including but not limited to, Mandatory Fee Arbitration), the parties shall submit such dispute to final and binding arbitration in Orange County, California, before the American Arbitration Association and pursuant to its Commercial Arbitration Rules, unless the parties agree in writing to a different arbitration method or forum. The FIRM acknowledges and agree that in arbitration there is no right to a trial by jury, and the arbitrator's legal and factual determinations are generally not subject to appellate review.

The initial resort to the courts by either party shall not be considered a waiver of that party's right to compel binding arbitration under this provision. Arbitration shall be in accordance with the laws of the State of California. Unless otherwise provided by law, reasonable attorneys' fees and costs incurred in connection with any such arbitration, litigation or dispute shall be awarded to the prevailing party.

8. **NOTICES:** Notices and required reports may be hand-delivered, sent by electronic mail or mailed by first class, postage prepaid, addressed to the DISTRICT or the FIRM at the addresses below, or at any other address the DISTRICT or the FIRM shall provide in writing to each other:

To the DISTRICT:

Dr. Raúl Rodriguez
Chancellor
Rancho Santiago Community College District
2323 N Broadway, Suite 410
Santa Ana, CA 92706
Email: rodriguez_raul@rsccd.edu

To the FIRM:

Warren S. Kinsler
Mark T. Palin
Atkinson, Andelson, Loya, Rudd & Romo
12800 Center Court Drive, Suite 300
Cerritos, CA 90703
Email: wkinsler@aalrr.com

9. **ASSIGNMENT:** No part of this AGREEMENT or any right or obligation arising from it is assignable without the DISTRICT's written consent. Any attempt by the FIRM to assign or subcontract services

relating to this AGREEMENT without the DISTRICT's prior written consent shall constitute a material breach of this AGREEMENT.

10. **INDEMNIFICATION:** FIRM shall indemnify, defend and hold harmless DISTRICT 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 the FIRM's negligent performance of the services provided hereunder, or any action involving intentional actions or omissions to act or other 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 DISTRICT caused by the FIRM's negligent or intentional acts, and 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 effective as of the date of this AGREEMENT.

11. **INSURANCE:** Without limiting the FIRM's indemnification of the DISTRICT and its board members, officers, agents, employees, and volunteers, the FIRM shall provide and maintain at its own expense the following programs of insurance covering the FIRM's operations during the term of this AGREEMENT. Insurance is to be placed with insurers having a current A.M. Best Rating of not less than A. The FIRM shall use insurer(s) satisfactory to the DISTRICT and shall deliver evidence of satisfactory insurance to the DISTRICT on or before the effective date of this AGREEMENT. Such evidence shall specifically identify this AGREEMENT and shall contain express conditions that the DISTRICT is to be given written notice at least thirty (30) days in advance of any modification or termination of any insurance program.
 - a. **Liability Insurance:** Such insurance shall be primary to and not contributing with any other insurance maintained by the DISTRICT, shall specifically name the DISTRICT, its officers, agents, employees, and volunteers as an additional insured, and shall include, but not be limited to:
 - i. Comprehensive General Liability insurance endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than \$2,000,000 per occurrence.
 - ii. The above insurance must be provided or written on an occurrence basis.

 - b. **Workers' Compensation Insurance:** The FIRM will procure and maintain statutory workers' compensation insurance covering all employees of the FIRM as required by law in the State of California and in compliance with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement.

 - c. **Professional Liability Insurance (Errors and Omissions):** FIRM will procure and maintain professional liability insurance (errors and omissions) covering claims arising out of the performance of services under this Agreement. FIRM's coverage shall reflect a minimum of \$2,000,000 per occurrence and at least a minimum of \$4,000,000 annual aggregate.

- d. Failure on the part of the FIRM to procure or maintain required insurance shall constitute a material breach for which the DISTRICT may immediately terminate or suspend this AGREEMENT.
12. **INDEPENDENT CONTRACTOR STATUS:** This AGREEMENT is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the DISTRICT and the FIRM. As such, the FIRM understands and agrees that the FIRM's personnel who furnish services to the DISTRICT under this AGREEMENT are employees solely of the FIRM and not of the DISTRICT for purposes of workers' compensation liability. The FIRM shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any personnel of the FIRM for injuries arising from services performed under this AGREEMENT.
13. **GOVERNING LAWS:** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California and any action brought by either party on this AGREEMENT shall be brought in Orange County.
14. **ENTIRE AGREEMENT:** This AGREEMENT constitutes the entire AGREEMENT between the parties pertaining to the subject matter of this AGREEMENT and supersedes all prior and contemporaneous agreements and understandings of the parties. There are no warranties, representations or other agreements between the parties pertaining to the subject matter of this AGREEMENT except as expressly set forth in this AGREEMENT. No supplementation, modification, waiver or termination of this AGREEMENT shall be binding unless executed in writing by the DISTRICT to be bound thereby.
15. **WAIVER:** No waiver of a breach of any provision of this AGREEMENT by either party shall constitute a waiver of any other breach of the provision or any other provision of this AGREEMENT. The failure of either party to enforce any provision of this AGREEMENT at any time shall not be construed as a waiver of that provision. The DISTRICT's remedies as described in this AGREEMENT shall be cumulative and additional to any other remedies in law or equity.

[Signatures to follow on the next page]

AGREEMENT FOR PROFESSIONAL SERVICES

EXECUTED AS OF AUGUST 1, 2016 AS SET FORTH HEREINABOVE:

**ATKINSON, ANDELSON, LOYA, RUDD & ROMO,
a Professional Law Corporation**

By: _____
Warren S. Kinsler, Esq.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

By: _____
Name: _____
Title: _____

Approved as to Form:

**ALVARADO SMITH
A Professional Law Corporation**

By: _____
Ruben A. Smith

ATTACHMENT "A" TO AGREEMENT FOR PROFESSIONAL SERVICES
DISTRICT BILLING REQUIREMENTS

A. Billing Submissions

Bills that reflect fees for professional services rendered and expenses incurred shall be submitted no more than monthly and within thirty (30) days of the end of the previous month. The Firm is responsible for obtaining all outstanding invoices from outside vendors, including experts, before submitting the final bill to the DISTRICT. Unless there are exigent circumstances, bills submitted after the final bill will not be paid. Any necessary extraordinary postage charges (such as certified mail, overnight service, or oversized packages) must be delineated on the bill with an explanation of the nature and purpose of the charge.

B. Approval and Payment

Before any payment is made, all bills must be sent to DISTRICT's General Counsel at the address below. The General Counsel, who, after review to assure the billing is in accord with the AGREEMENT and otherwise in order, will then forward the bills to the DISTRICT for final review and payment.

Ruben Smith, Esq.
Alvarado Smith APC
1 MacArthur Place, Suite 200
Santa Ana, CA 92707
Tel: 714-852-6800
rsmith@alvaradosmith.com

C. Billing Format

Billing statements must have a cover page that summarizes all matters on one page and the billing statements must accurately itemize in detail all work performed on a matter in a task or activity based format. Attorneys and paralegals are to bill actual time incurred. If an activity warrants a minimum billing entry

it shall not exceed 1/10th (.10) of an hour. Minimum charges for any activity in any amount above 1/10th (.10) of an hour are not acceptable. Each bill must include the following: Law firm name and address; Date of the bill; Law firm tax identification number; Plaintiff(s) name(s) or legal subject matter; Date(s) of the task and/or activity; Detailed description of the task and/or activity so as to permit the DISTRICT to determine the exact name, purpose, and necessity of the expense; Actual time spent, in increments of 1/10th of an hour for each entry or task; Summary at the end of the bill of the number of hours for each specific billing rate and the name and initials of each attorney and paralegal; Summary at the end of the bill of the totals for fees, costs and experts; Each billing entry must indicate the name or initials of the timekeeper who performed the work, the date the work was performed, the hours billed, a detailed description of the services performed, and the total amount billed for that entry. Narrative or block/bundled billing is not permitted; Final bills should be so designated; Bills must reflect activity for only one case or matter; Billing entries on each invoice are to be structured chronologically (in order of occurrence) and not sub-divided by individual or task. If numerous tasks are undertaken in one day, each task must be separately identified with a specified time for performing that task, e.g., a telephone call, a court appearance, a meeting, and legal research; Travel costs should identify the person who traveled and the reason for the travel. Telephone calls must specify the participants and the subject matter discussed. The FIRM must review and approve all

vendor invoices before submitting them to the DISTRICT.

C. Level of Work Performed

The FIRM'S staffing on all cases will be commensurate with the type of case, number of parties and complexity of the factual and legal issues that are involved in the matter. Partners or shareholders may supervise the work performed by associates/paralegals or provide strategic and supplementary review. The billing descriptions should clearly indicate the reason and difference in the work being performed by the partner/shareholder and the associate/paralegal.

The legal work should be assigned to those individuals who are most appropriate for the task in terms of their competency and experience. The FIRM should exercise reasonable judgment to assign a certain task or activity to a less expensive biller as long as there is no loss in efficiency or competency. The FIRM may assign paralegals for work and tasks which do not require an attorney's involvement, but paralegals shall not perform tasks usually performed by secretaries, clerks, and messengers (i.e., photocopying, filing and delivering materials).

Clerical, secretarial, and administrative work is a part of law office overhead and non-billable, regardless of who performs it.

The DISTRICT will not pay any form of general administration fee or charges, including any monthly administration fees

Unless authorized in writing in advance by the DISTRICT, there should be no more than two (2) attorneys and one (1) paralegal doing the work and billing time on a single case.

Firm personnel may occasionally have to work on a case because of job departures,

vacations, illnesses, schedule conflicts, etc., but this is to be the exception not the rule and requires prior written approval. These occasional billers will not record more than ten percent (10%) of the total run time on a case. The DISTRICT will not pay for "learning" time or "orientation" time as occasional billers become involved in a matter and are brought up to speed on the facts and issues. Such time should be written off by the FIRM on its own or noted as a "No Charge" to the DISTRICT.

If new or inexperienced attorneys are going to be working on a case in any capacity, the DISTRICT will not pay for "training" time, that is, time spent on research or other matters which would likely be within the knowledge of more experienced attorneys. If the DISTRICT is retaining FIRM for its expertise in a given field, attorneys should not need to learn that area of the law and any such time should be written off by the FIRM. The time of summer associates shall not be billed without the prior approval of the DISTRICT.

The DISTRICT may decide to waive or modify some or all of the above billing requirements as the situation demands. However, the FIRM is expected to adhere to these billing requirements as written, unless the FIRM is specifically exempted or exception is authorized from any of these provisions.

D. Maximum Allowable Charges

The following guidelines are provided regarding maximum allowable charges: The DISTRICT will pay only the actual costs for reasonable expenses without any premiums or markups; The FIRM shall limit the making of photocopies and, wherever cost effective, to use the resources of designated copy services. Bill entries for photocopies

must provide the number of copies made, the per page rate, and the total amount billed. The \$.10 per page rate may be exceeded only when the FIRM cannot control costs, such as certified copies from the courthouse; **Mileage:** The applicable federal rate at the time of travel. Indicate the actual number of miles driven; Air travel is limited to coach or economy rate. Receipts for airfare should identify the fare as economy/coach class; **Telephone:** Actual long distance charges only. **FAX:** Actual long distance charges only. No charge for an incoming FAX. No per-page fax charge.

E. Travel

The Firm shall not charge for travel time to and from the DISTRICT. Prior to traveling more than 50 miles each way, the FIRM must obtain the written approval of the DISTRICT. Rental cars are acceptable only if such vehicles are the most economical means of accomplishing necessary business; reimbursement is limited to the mid-size class; Any rental cars and overnight stay costs must be approved in writing by the DISTRICT. Reasonably priced meals when counsel is out of town overnight are allowed; Incidentals and entertainment costs, such as movies, alcohol, and entertainment, are not allowed; Travel time shall be prorated if the travel includes time spent on non-DISTRICT related business, e.g., incoming/outgoing phone calls to other clients, etc.. Unless otherwise agreed, travel billing should indicate the actual travel time, reduced by the traveler's usual commuting time from home to office or vice versa, if appropriate.

F. Disallowed Charges

In addition to the information contained in section C, D, and E above, the DISTRICT will not reimburse for the following items: (1) Local telephone calls and all cellular

phone charges; (2) Per-page fax charges; (3) Routine postage, such as U.S. Postal Service rates for letters; (4) File opening, file organization, or other administrative charges; (5) Books, magazines, subscriptions, or library charges, unless prior written specific approval by the DISTRICT is obtained; (6) Intra-office conferences between members of the FIRM, including assigning files or tasks to members of the FIRM (however, the DISTRICT will pay for one attorney charging for intra-office conferencing regarding strategy of the case); (7) Intra-office conferences of an administrative, supervisory or educational purpose are not compensable; (8) Case administration (e.g., reviewing status of assignments given to associates and paralegals, reviewing bills); (9) Clerical tasks (e.g., transcription, pulling files, photocopying documents, arranging for copying, labeling documents for production, communication with court clerks, updating master case caption, preparing proofs of service, indexing pleadings, faxing,); (10) More than one attorney or other timekeeper at motions, interviews, depositions, hearings, trials, court appearance, arbitration, mediation, third party meeting, conference call, or any similar event, without prior DISTRICT approval; (11) Meals, except in conjunction with travel as authorized by the DISTRICT; (12) Entertainment; (13) Staff overtime charges; (14) Routine or elementary legal research, including issues considered to be common knowledge among reasonably experienced counsel in the local jurisdiction (e.g., research on local rules, special verdict forms, standards for motions for summary judgment); (15) Billing more than once for documents which are reproduced for multiple witnesses, such as subpoenas; Routine file review and learning time to get up to speed; (16) Staffing inefficiencies

caused by the unavailability of the firm's personnel; (17) Routine scheduling or rescheduling of depositions, hearings, and the like; (18) All work customarily performed by secretaries and other administrative personnel; (19) Reviewing or analyzing the FIRM's conflict of interest issues; (20) Subscription services (e.g., Westlaw, Lexis-Nexis or other legal database charge), unless the service provides a case specific reference or invoice for actual

charges incurred; (21) Time and/or expenses incurred due to change in resources or attorney departure from the FIRM; (22) Work performed by an attorney not approved by the DISTRICT; (23) Expenses/disbursements without supporting invoices; (24) Receipts are required for all travel expenses and for costs.

ATTACHMENT "B" TO AGREEMENT FOR PROFESSIONAL SERVICES

HOURLY BILLING RATES FOR ATTORNEYS AND PARALEGALS

Hourly Rates (Billed at .10 minute increments)	
Senior Partners	\$300.00
Partners/ Senior Counsel	\$285.00
Senior Associates	\$275.00
Associates	\$265.00
Electronic Technology Litigation Specialist	\$265.00
Non-Legal Consultants	\$200.00
Senior Paralegals/Law Clerks	\$175.00
Paralegals/Legal Assistants	\$155.00

Training Costs. The Firm will provide up to 4 in-services training seminars to the District at no cost each fiscal year on terms agreeable to both parties.

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

To:	Board of Trustees	Date: September 12, 2016
Re:	Approval of Legal Services Agreement – Bergman Dacey Goldsmith, PLC	
Action:	Request for Approval	

BACKGROUND

The district utilizes a number of law firms for specialized legal services. The law firm of Bergman Dacey Goldsmith, PLC is a civil litigation firm with an emphasis on construction and real estate matters and has offices in Los Angeles and Orange Counties.

ANALYSIS

Hourly rates for Bergman Dacey Goldsmith, PLC range from \$250 per hour for shareholders or of counsel; \$220 for associates and \$150 for paralegals. Word processing, clerical and staff overtime, telephone and facsimile charges, outside costs such as deposition fees, experts, messengers, copying projects, mileage, travel, etc. are charged at actual invoiced cost.

This agreement has been reviewed and approved by Ruben Smith, Esq., General Counsel to the Board of Trustees of Rancho Santiago Community College District and recommended for approval.

RECOMMENDATION

It is recommended that the Board of Trustees authorize the Vice Chancellor of Business Operations/Fiscal Services or his designee to renew the proposed agreement between Rancho Santiago Community College District and Bergman Dacey Goldsmith, PLC for the period of July 1, 2016 through June 30, 2018 as presented.

Fiscal Impact:	Based upon utilization	Board Date: September 12, 2016
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/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

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "AGREEMENT") is dated as of July 1, 2016, is entered into by and between RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (the "DISTRICT"), and BERGMAN DACEY GOLDSMITH, PLC (the "FIRM").

RECITALS

- A. WHEREAS, the FIRM has the legal competence, experience and expertise to provide professional legal services to the DISTRICT; and
- B. WHEREAS, the DISTRICT desires to retain the FIRM to provide professional services;
- C. NOW, THEREFORE, the DISTRICT and the FIRM mutually agree as follows:

AGREEMENT

In consideration of the foregoing recitals and the mutual covenants contained in this AGREEMENT, it is agreed between and among each of the parties hereto as follows:

1. TERM OF PROFESSIONAL SERVICES AGREEMENT

The term of this AGREEMENT shall begin as of July 1, 2016 and shall continue thereafter until June 30, 2018 unless terminated earlier as set forth herein. If the DISTRICT continues to seek services from FIRM beyond end of the term, then the AGREEMENT shall have been considered to have been extended on a month-to-month basis until terminated by either party. The District has the right to terminate this AGREEMENT at any time upon written notice. This Agreement shall supersede and replace any prior agreements between the parties relating to the provision of legal services.

2. SCOPE OF REPRESENTATION

The FIRM agrees to provide legal service and representation as may be requested by the DISTRICT. The FIRM shall represent the DISTRICT in providing legal advice and representation in preventive risk counseling, negotiations, mediations, arbitrations, litigation, related to construction contracting and construction related contracting matters regarding the DISTRICT's building program(s) and/or construction projects, and as otherwise requested by DISTRICT.

3. THE FIRM'S SERVICES AND RESPONSIBILITIES:

- a. **Supervising Attorney: The FIRM appoints John P. Dacey, Esq. as the "Supervising Attorney" for work performed for the DISTRICT under this AGREEMENT. Any changes in this designation shall be promptly communicated in writing to the DISTRICT**

and is subject to prior written approval of the DISTRICT. The FIRM's Supervising Attorney shall have full authority to act for the FIRM on all matters under this AGREEMENT and shall serve as or designate lead counsel for all proceedings in which the substantive rights of the DISTRICT may be adjudicated or determined. The FIRM's designation of Supervising Attorney shall be subject to prior written approval by the DISTRICT.

- b. Legal Representation:** The FIRM shall provide the DISTRICT with high quality legal advice and representation consistent with this AGREEMENT, the Rules of Professional Conduct, and all applicable laws and court rules. The FIRM shall keep the DISTRICT informed of all significant developments in each case or matter assigned to the FIRM. If requested by DISTRICT, any verbal legal advice provided by the FIRM to the DISTRICT shall be provided in writing to the DISTRICT
- c. Non-Exclusivity:** The FIRM acknowledges that nothing in this AGREEMENT is intended, nor will be construed, as creating any exclusive contract between the DISTRICT and the FIRM related to the providing of legal services. As such, nothing in this AGREEMENT shall be interpreted to restrict or prohibit the DISTRICT from obtaining similar professional services from other attorneys, law firms, or sources.
- d. Anti-Discrimination:** It is the policy of the DISTRICT that in connection with all work performed under this AGREEMENT, there is no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The FIRM agrees to comply with applicable federal and State laws, including, but not limited to, the California Fair Employment and Housing Act, Government Code Section 12900 et seq. In addition, the FIRM agrees to require such compliance by all of its employees working on DISTRICT assigned work.
- e. Certification Regarding Suspension and Debarment:** The FIRM certifies that to the best of its knowledge and belief that the FIRM and its principals or affiliates utilized under this AGREEMENT, are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency.
 - i.** If the debarment/suspension occurs during the term of the contract, such attorney or firm shall cease representing the DISTRICT and the DISTRICT may elect to terminate this AGREEMENT.
- f. Adherence to Board Policy 3821 Gift Ban Policy:** The FIRM is notified that the DISTRICT's Board adopted the Board Policy 3821 Gift Ban Policy.

"5. Gift shall have the meaning it is defined to have in the California Political Reform Act, and the regulations issued pursuant to that Act, except that the following shall not be deemed to be gifts:

a. Meals, beverages, and free admission at any event sponsored by, or for the benefit of, a bona fide educational, academic, or charitable organization, and commemorative gifts from such organizations with a cumulative value from any single source of fifty dollars (\$50.00) or less during any twelve-month period.”

FIRM acknowledges and adheres to the Board Policy 3821 Gift Ban Policy.

4. THE DISTRICT'S RESPONSIBILITIES:

- a. Documents and Information:** The DISTRICT shall cooperate with counsel to make available to the FIRM all documents and other information possessed by the DISTRICT as may be necessary and relevant to any case or other matter assigned to the FIRM under this AGREEMENT. The DISTRICT shall also assist the FIRM in obtaining the DISTRICT's records and/or information necessary to respond to discovery and to help familiarize the FIRM with the DISTRICT's operations and policies.
- b. Cooperation with the FIRM:** The DISTRICT agrees to fully respond to appropriate and reasonable inquiries made to it by the FIRM, and provide such written materials or documents that are in the DISTRICT's possession, custody or control in a timely manner, and otherwise provide the FIRM with any and all information necessary for the prosecution and/or defense of litigation or transactional matters that the FIRM is handling on the DISTRICT's behalf.

5. COMPENSATION:

- a. Billing Requirements:** The FIRM shall provide legal services under this AGREEMENT in compliance with the DISTRICT's "Billing Requirements", attached hereto as Attachment "A" and incorporated herein by this reference. The Billing Requirements may be amended by the DISTRICT from time to time. The DISTRICT shall provide the FIRM with any amended Billing Requirements promptly after they are promulgated. Whenever amended Billing Requirements are made available to the FIRM, the FIRM shall within no later than thirty (30) days from the next billing month conform all of its future services and invoices to the DISTRICT's amended Billing Requirements. Additionally, the FIRM's request for reimbursement for costs and expenses incurred and presented shall be in accordance with the DISTRICT's Billing Requirements.
- b. Legal Fees:** The FIRM shall provide legal services at the hourly billing rates for attorneys and paralegals or paraprofessionals as set forth in Attachment "B" to this AGREEMENT. The billing rates set forth in Attachment B shall be set for the initial term of this Agreement. After the initial term the billing rates may be subject to periodic review and adjustment or modification as agreed between the DISTRICT and the FIRM. Any extension of the term of this Agreement and any billing rate change shall be in writing and be executed as an amendment to this AGREEMENT.

- c. **Reimbursable Costs and Expenses:** The DISTRICT will pay and reimburse only for the actual and ordinary costs for reasonable expenses without any premiums or markups. The maximum allowable actual costs for black and white photocopies and facsimiles are \$.10 per page and \$.25 for color copies. A more complete description of reimbursable costs and expenses are set forth in the DISTRICT's Billing Requirements.
- d. **Non-Reimbursable Expenses:** Certain expenses incurred by the FIRM in providing services under this AGREEMENT shall be considered as part of the FIRM's overhead and shall not be reimbursed by the DISTRICT, and shall be borne by the FIRM as expenses included within the hourly billing rates set forth in Attachment "B". Non- Reimbursable Expenses which will not be reimbursed and which should not be billed are more fully described in the DISTRICT's Billing Requirements.
- e. **Invoices:** The FIRM shall submit its invoices for services and for reimbursable expenses monthly in arrears in accordance with the Billing Requirements. The firm shall first submit its invoices to DISTRICT's General Counsel for review. The FIRM shall maintain in a form subject to audit, and in accordance with generally accepted accounting principles, backup documentation to support all entries included in the monthly billing statement. Such documentation shall be available to the DISTRICT upon request.
- f. **Payment to the FIRM:** The DISTRICT shall make payment(s) for services rendered under this AGREEMENT within sixty (60) days upon receipt of FIRM'S invoice, provided they are approved by the District. FIRM'S invoice shall be billed in arrears based on the itemized billing statement(s) that the FIRM submits to the DISTRICT as noted above in Section 5(e). DISTRICT personnel shall review all billing statements for reasonableness of the time billed as well as full compliance with this AGREEMENT and all Billing Requirements. The DISTRICT shall make its best effort to process payments promptly after receiving the FIRM's billing statement. However, the DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

6. TERMINATION:

- a. **Termination and/or Suspension for the DISTRICT's Convenience:** The FIRM's services performed under this AGREEMENT may be terminated or suspended, in whole or in part, by the DISTRICT at any time, when the DISTRICT, in its sole discretion, deems such termination or suspension is in the DISTRICT's best interest. The DISTRICT shall terminate or suspend services by delivering to the FIRM a written notice specifying the extent to which services are terminated or suspended and the effective date of the termination or suspension.
 - i. After receiving a Notice of Termination or Suspension, unless otherwise directed by the DISTRICT, the FIRM shall: 1) stop services on the date and to the extent specified in the Suspension or Termination Notice; and 2) complete services not terminated or suspended by the Notice.

Within fifteen (15) days upon any termination or suspension, the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated or suspended. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution of counsel with the court when instructed by the DISTRICT. Notwithstanding the foregoing, the DISTRICT may at its sole discretion terminate this AGREEMENT.

b. Notice of Termination: The DISTRICT shall give written notice to the FIRM of the FIRM's default under this AGREEMENT. The DISTRICT, in its sole discretion, shall decide whether the default is of such a nature that the FIRM should be given a period to cure the default, and, if so, the cure period shall be specified in the notice. If the DISTRICT wholly or partially terminates services under this AGREEMENT, replacement services may be obtained from another law firm or any other source with terms and in a manner the DISTRICT deems appropriate.

c. Termination for Professional Conflict of Interest: If either the FIRM or the DISTRICT determines a matter of professional conflict has arisen during the FIRM's engagement, which should not or cannot be postponed until the conclusion of the FIRM's representation of the DISTRICT, the FIRM or the DISTRICT may immediately give written notice to terminate this AGREEMENT. Within fifteen (15) days the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution(s) of attorney with the court when instructed by the DISTRICT. The FIRM shall continue to provide high quality, professional legal representation until the appropriate substitution(s) of attorney can be filed.

7. DISPUTE RESOLUTION. In the event the DISTRICT becomes dissatisfied with any aspect of the relationship, the DISTRICT will bring such concerns to the FIRM's attention immediately. If the DISTRICT and the FIRM are unable to resolve any dispute to their mutual satisfaction, the DISTRICT will first comply with any mandatory dispute resolution procedures that may apply to any such dispute including, bringing the claim before the mandatory Fee Arbitration Committee in Orange County, California, in accordance with the state bar rules for mandatory fee arbitration.

If the DISTRICT and the FIRM are unable to resolve any dispute, regardless of its nature, and after mandatory dispute resolution procedures have been waived or exhausted (including but not limited to, Mandatory Fee Arbitration), the parties shall submit such dispute to final and binding arbitration in Orange County, California before the American Arbitration Association and pursuant to its Commercial Arbitration Rules, unless the parties agree in writing to a different arbitration method or forum. The FIRM acknowledges and agrees that in arbitration there is no right to a trial by jury, and the arbitrator's legal and factual determinations are generally not subject to appellate review.

The initial resort to the courts by either party shall not be considered a waiver of that party's right to compel binding arbitration under this provision. Arbitration shall be in accordance with the laws of the State of California. Unless otherwise provided by law, reasonable attorneys' fees and costs incurred in connection with any such arbitration, litigation or dispute shall be awarded to the prevailing party.

8. **NOTICES:** Notices and required reports may be hand-delivered, sent by electronic mail or mailed by first class, postage prepaid, addressed to the DISTRICT or the FIRM at the addresses below, or at any other address the DISTRICT or the FIRM shall provide in writing to each other:

To the DISTRICT:
Dr. Raúl Rodriguez
Chancellor
Rancho Santiago Community College District
2323 N Broadway, Suite 410
Santa Ana, CA 92706
Email: rodriguez_raul@rscsd.edu

To the FIRM:
Bergman Dacey Goldsmith, PLC
10880 Wilshire Blvd., Suite 900
Los Angeles, CA 90024
EMAIL: jdacey@bdgfirm.com

9. **ASSIGNMENT:** No part of this AGREEMENT or any right or obligation arising from it is assignable without the DISTRICT's written consent. Any attempt by the FIRM to assign or subcontract services relating to this AGREEMENT without the DISTRICT's prior written consent shall constitute a material breach of this AGREEMENT.
10. **INDEMNIFICATION:** FIRM shall indemnify, defend and hold harmless DISTRICT 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 the FIRM's, negligent performance of the services provided hereunder, or any action involving intentional actions or omissions to act or other 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 DISTRICT, 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 effective as of the date of this AGREEMENT.
11. **INSURANCE:** Without limiting the FIRM's indemnification of the DISTRICT and its board members, officers, agents, employees, and volunteers, the FIRM shall provide and maintain at its own expense the following programs of insurance covering the FIRM's operations during the term of this AGREEMENT. Insurance is to be placed with insurers having a current A.M. Best Rating of not less than A. The FIRM shall use insurer(s) satisfactory to the DISTRICT and shall deliver evidence of satisfactory insurance to the DISTRICT on or before the effective date of this AGREEMENT. Such evidence shall specifically identify this AGREEMENT and shall contain express conditions that the DISTRICT is to be given

written notice at least thirty (30) days in advance of any modification or termination of any insurance program.

- a. **Liability Insurance:** Such insurance shall be primary to and not contributing with any other insurance maintained by the DISTRICT, shall specifically name the DISTRICT, its officers, agents, employees, and volunteers as an additional insured, and shall include, but not be limited to:
 - i. Comprehensive General Liability insurance endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than \$2,000,000 per occurrence.
 - ii. The above insurance must be provided or written on an occurrence basis.
- b. **Workers' Compensation Insurance:** The FIRM will procure and maintain statutory workers' compensation insurance covering all employees of the FIRM as required by law in the State of California and in compliance with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement.
- c. **Professional Liability Insurance (Errors and Omissions):** FIRM will procure and maintain professional liability insurance (errors and omissions) covering claims arising out of the performance of services under this Agreement. FIRM's coverage shall reflect a minimum of \$2,000,000 per occurrence and at least a minimum of \$4,000,000 annual aggregate.
- d. Failure on the part of the FIRM to procure or maintain required insurance shall constitute a material breach for which the DISTRICT may immediately terminate or suspend this AGREEMENT.

12. INDEPENDENT CONTRACTOR STATUS: This AGREEMENT is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the DISTRICT and the FIRM. As such, the FIRM understands and agrees that the FIRM's personnel who furnish services to the DISTRICT under this AGREEMENT are employees solely of the FIRM and not of the DISTRICT for purposes of workers' compensation liability. The FIRM shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any personnel of the FIRM for injuries arising from services performed under this AGREEMENT.

13. GOVERNING LAWS: This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California and any action brought by either party on this AGREEMENT shall be brought in Orange County.

14. ENTIRE AGREEMENT: This AGREEMENT constitutes the entire AGREEMENT between the parties pertaining to the subject matter of this AGREEMENT and supersedes all prior and contemporaneous agreements and understandings of the parties. There are no warranties, representations or other agreements between the parties pertaining to the subject matter of this AGREEMENT except as expressly set forth in this AGREEMENT. No supplementation,

modification, waiver or termination of this AGREEMENT shall be binding unless executed in writing by the DISTRICT to be bound thereby.

- 15. WAIVER:** No waiver of a breach of any provision of this AGREEMENT by either party shall constitute a waiver of any other breach of the provision or any other provision of this AGREEMENT. The failure of either party to enforce any provision of this AGREEMENT at any time shall not be construed as a waiver of that provision. The DISTRICT's remedies as described in this AGREEMENT shall be cumulative and additional to any other remedies in law or equity.

[Signatures to follow on the next page]

AGREEMENT FOR PROFESSIONAL SERVICES

EXECUTED AS SET FORTH HEREINABOVE:

Bergman Dacey Goldsmith, PLC

By: _____
John P. Dacey, Esq.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

By: _____
Name: _____
Title: _____

Approved as to Form:

**AlvaradoSmith, a
Professional Law Corporation**

By: _____
Ruben A. Smith

ATTACHMENT "A" TO AGREEMENT FOR PROFESSIONAL SERVICES
DISTRICT BILLING REQUIREMENTS

A. Billing Submissions

Bills that reflect fees for professional services rendered and expenses incurred shall be submitted no more than monthly and within thirty (30) days of the end of the previous month. The Firm is responsible for obtaining all outstanding invoices from outside vendors, including experts, before submitting the final bill to the DISTRICT. Unless there are exigent circumstances, bills submitted after the final bill will not be paid. Any necessary extraordinary postage charges (such as certified mail, overnight service, or oversized packages) must be delineated on the bill with an explanation of the nature and purpose of the charge.

B. Approval and Payment

Before any payment is made, all bills must be sent to DISTRICT's General Counsel at the address below. The General Counsel, who, after review to assure the billing is in accord with the AGREEMENT and otherwise in order, will then forward the bills to the DISTRICT for final review and payment.

Ruben Smith, Esq.
AlvaradoSmith APC
1 MacArthur Place, Suite 200
Santa Ana, CA 92707
Tel: 714-852-6800
rsmith@alvaradosmith.com

C. Billing Format

Billing statements must have a cover page that summarizes all matters on one page and the billing statements must accurately itemize in detail all work performed on a matter in a task or activity based format. Attorneys and

paralegals are to bill actual time incurred. If an activity warrants a minimum billing entry it shall not exceed 1/10th (.10) of an hour. Minimum charges for any activity in any amount above 1/10th (.10) of an hour are not acceptable. Each bill must include the following: Law firm name and address; Date of the bill; Law firm tax identification number; Plaintiff(s) name(s) or legal subject matter; Date(s) of the task and/or activity; Detailed description of the task and/or activity so as to permit the DISTRICT to determine the exact name, purpose, and necessity of the expense; Actual time spent, in increments of 1/10th of an hour for each entry or task; Summary at the end of the bill of the number of hours for each specific billing rate and the name and initials of each attorney and paralegal; Summary at the end of the bill of the totals for fees, costs and experts; Each billing entry must indicate the name or initials of the timekeeper who performed the work, the date the work was performed, the hours billed, a detailed description of the services performed, and the total amount billed for that entry. Narrative or block/bundled billing is not permitted; Final bills should be so designated; Bills must reflect activity for only one case or matter; Billing entries on each invoice are to be structured chronologically (in order of occurrence) and not sub-divided by individual or task. If numerous tasks are undertaken in one day, each task must be separately identified with a specified time for performing that task, e.g., a telephone call, a court appearance, a meeting, and legal research; Travel costs should identify the person who traveled and the reason for the

travel. Telephone calls must specify the participants and the subject matter discussed. The FIRM must review and approve all vendor invoices before submitting them to the DISTRICT.

C. Level of Work Performed

The FIRM'S staffing on all cases will be commensurate with the type of case, number of parties and complexity of the factual and legal issues that are involved in the matter. Partners or shareholders may supervise the work performed by associates/paralegals or provide strategic and supplementary review. The billing descriptions should clearly indicate the reason and difference in the work being performed by the partner/shareholder and the associate/paralegal.

The legal work should be assigned to those individuals who are most appropriate for the task in terms of their competency and experience. The FIRM should exercise reasonable judgment to assign a certain task or activity to a less expensive biller as long as there is no loss in efficiency or competency. The FIRM may assign paralegals for work and tasks which do not require an attorney's involvement, but paralegals shall not perform tasks usually performed by secretaries, clerks, and messengers (i.e., photocopying, filing and delivering materials).

Clerical, secretarial, and administrative work is a part of law office overhead and non-billable, regardless of who performs it.

The DISTRICT will not pay any form of general administration fee or charges, including any monthly administration fees

Unless authorized in writing in advance by the DISTRICT, there should be no more than two (2) attorneys and one (1) paralegal doing the work and billing time on a single case.

Firm personnel may occasionally have to work on a case because of job departures, vacations, illnesses, schedule conflicts, etc., but this is to be the exception not the rule and requires prior written approval. These occasional billers will not record more than ten percent (10%) of the total run time on a case. The DISTRICT will not pay for "learning" time or "orientation" time as occasional billers become involved in a matter and are brought up to speed on the facts and issues. Such time should be written off by the FIRM on its own or noted as a "No Charge" to the DISTRICT.

If new or inexperienced attorneys are going to be working on a case in any capacity, the DISTRICT will not pay for "training" time, that is, time spent on research or other matters which would likely be within the knowledge of more experienced attorneys. If the DISTRICT is retaining FIRM for its expertise in a given field, attorneys should not need to learn that area of the law and any such time should be written off by the FIRM. The time of summer associates shall not be billed without the prior approval of the DISTRICT.

The DISTRICT may decide to waive or modify some or all of the above billing requirements as the situation demands. However, the FIRM is expected to adhere to these billing requirements as written, unless the FIRM is specifically exempted or exception is authorized from any of these provisions.

D. Maximum Allowable Charges

The following guidelines are provided regarding maximum allowable charges: The DISTRICT will pay only the actual costs for reasonable expenses without any premiums or markups; The FIRM shall limit the making of photocopies and, wherever cost

effective, to use the resources of designated copy services. Bill entries for photocopies must provide the number of copies made, the per page rate, and the total amount billed. The \$.10 per page rate may be exceeded only when the FIRM cannot control costs, such as certified copies from the courthouse; **Mileage:** The applicable federal rate at the time of travel. Indicate the actual number of miles driven; Air travel is limited to coach or economy rate. Receipts for airfare should identify the fare as economy/coach class; **Telephone:** Actual long distance charges only. **FAX:** Actual long distance charges only. No charge for an incoming FAX. No per-page fax charge.

E. Travel

The Firm shall not charge for travel time to and from the DISTRICT. Prior to traveling more than 50 miles each way, the FIRM must obtain the written approval of the DISTRICT. Rental cars are acceptable only if such vehicles are the most economical means of accomplishing necessary business; reimbursement is limited to the mid-size class; Any rental cars and overnight stay costs must be approved in writing by the DISTRICT. Reasonably priced meals when counsel is out of town overnight are allowed; Incidentals and entertainment costs, such as movies, alcohol, and entertainment, are not allowed; Travel time shall be prorated if the travel includes time spent on non-DISTRICT related business, e.g., incoming/outgoing phone calls to other clients, etc.. Unless otherwise agreed, travel billing should indicate the actual travel time, reduced by the traveler's usual commuting time from home to office or vice versa, if appropriate.

F. Disallowed Charges

In addition to the information contained in section C, D, and E above, the DISTRICT

will not reimburse for the following items: (1) Local telephone calls and all cellular phone charges; (2) Per-page fax charges; (3) Routine postage, such as U.S. Postal Service rates for letters; (4) File opening, file organization, or other administrative charges; (5) Books, magazines, subscriptions, or library charges, unless prior written specific approval by the DISTRICT is obtained; (6) Intra-office conferences between members of the FIRM, including assigning files or tasks to members of the FIRM (however, the DISTRICT will pay for one attorney charging for intra-office conferencing regarding strategy of the case); (7) Intra-office conferences of an administrative, supervisory or educational purpose are not compensable; (8) Case administration (e.g., reviewing status of assignments given to associates and paralegals, reviewing bills); (9) Clerical tasks (e.g., transcription, pulling files, photocopying documents, arranging for copying, labeling documents for production, communication with court clerks, updating master case caption, preparing proofs of service, indexing pleadings, faxing,); (10) More than one attorney or other timekeeper at motions, interviews, depositions, hearings, trials, court appearance, arbitration, mediation, third party meeting, conference call, or any similar event, without prior DISTRICT approval; (11) Meals, except in conjunction with travel as authorized by the DISTRICT; (12) Entertainment; (13) Staff overtime charges; (14) Routine or elementary legal research, including issues considered to be common knowledge among reasonably experienced counsel in the local jurisdiction (e.g., research on local rules, special verdict forms, standards for motions for summary judgment); (15) Billing more than once for documents which are reproduced for multiple witnesses, such as subpoenas;

Routine file review and learning time to get up to speed; (16) Staffing inefficiencies caused by the unavailability of the firm's personnel; (17) Routine scheduling or rescheduling of depositions, hearings, and the like; (18) All work customarily performed by secretaries and other administrative personnel; (19) Reviewing or analyzing the FIRM's conflict of interest issues; (20) Subscription services (e.g., Westlaw, Lexis-Nexis or other legal database charge), unless the service provides

a case specific reference or invoice for actual charges incurred; (21) Time and/or expenses incurred due to change in resources or attorney departure from the FIRM; (22) Work performed by an attorney not approved by the DISTRICT; (23) Expenses/disbursements without supporting invoices; (24) Receipts are required for all travel expenses and for costs.

ATTACHMENT "B" TO AGREEMENT FOR PROFESSIONAL SERVICES

HOURLY BILLING RATES FOR ATTORNEYS AND PARALEGALS

Hourly Rates (Billed at .10 minute increments)	
SHAREHOLDER/ OF COUNSEL	\$250/hr
ASSOCIATES	\$220/hr
PARALEGAL	\$150/hr

Training Costs. The Firm will provide up to 4 in-services training seminars to the District at no cost each fiscal year.

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

To:	Board of Trustees	Date: September 12, 2016
Re:	Approval of Legal Services Agreement – The Feldhake Law Firm	
Action:	Request for Approval	

BACKGROUND

The district utilizes a number of law firms for specialized legal services. The Feldhake Law Firm specializes in legal advisory services with an expertise in dealing with matters relating to labor, employer-employee relations, facilities and personnel matters including representation in administrative court proceedings.

ANALYSIS

Hourly rates for The Feldhake Law Firm range from \$265 per hour for attorneys; \$150 per hour for paralegals and \$35 per hour for legal assistants. Word processing, clerical and staff overtime, telephone and facsimile charges, outside costs such as deposition fees, experts, messengers, copying projects, mileage, travel, etc. are charged at actual invoiced cost.

This agreement has been reviewed and approved by Ruben Smith, Esq., General Counsel to the Board of Trustees of Rancho Santiago Community College District and recommended for approval with the understanding that The Feldhake Law Firm will obtain additional insurance to meet the district's new insurance requirements.

RECOMMENDATION

It is recommended that the Board of Trustees authorize the Vice Chancellor of Business Operations/Fiscal Services or his designee to renew the proposed agreement between Rancho Santiago Community College District and The Feldhake Law Firm for the period of July 1, 2016 through June 30, 2018 as presented.

Fiscal Impact:	Based upon utilization	Board Date: September 12, 2016
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/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

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "AGREEMENT") is dated as of July 1, 2016, is entered into by and between RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (the "DISTRICT"), and THE FELDHAKE LAW FIRM, a Professional Corporation (the "FIRM").

RECITALS

- A. WHEREAS, the FIRM has the legal competence, experience and expertise to provide professional legal services to the DISTRICT; and
- B. WHEREAS, the DISTRICT desires to retain the FIRM to provide professional services;
- C. NOW, THEREFORE, the DISTRICT and the FIRM mutually agree as follows:

AGREEMENT

In consideration of the foregoing recitals and the mutual covenants contained in this AGREEMENT, it is agreed between and among each of the parties hereto as follows:

1. TERM OF PROFESSIONAL SERVICES AGREEMENT

The term of this AGREEMENT shall begin as of July 1, 2016 and shall continue thereafter until June 30, 2018 unless terminated earlier as set forth herein. If the DISTRICT continues to seek services from FIRM beyond end of the term, then the AGREEMENT shall have been considered to have been extended on a month-to-month basis until terminated by either party. The District has the right to terminate this AGREEMENT at any time upon written notice. This Agreement shall supersede and replace any prior agreements between the parties relating to the provision of legal services.

2. SCOPE OF REPRESENTATION

The FIRM agrees to represent and continue to represent DISTRICT in regard to Brown Act and California Public Records Act issues, Board process and procedure, pursuing of DISTRICT's claims against GKK relating to the Orange Education Center, in connection with recently filed mandate proceeding totaled Tustin Community Development Agency vs. Cohen, et al. which is a matter already in resolution without any exposure to DISTRICT, and such other matters as DISTRICT may request.

3. THE FIRM'S SERVICES AND RESPONSIBILITIES:

- a. **Supervising Attorney: The FIRM appoints Robert J. Feldhake, Esq. as the "Supervising Attorney" for work performed for the DISTRICT under this AGREEMENT. Any changes in this designation shall be promptly communicated in writing to the DISTRICT**

and is subject to prior written approval of the DISTRICT. The FIRM's Supervising Attorney shall have full authority to act for the FIRM on all matters under this AGREEMENT and shall serve as or designate lead counsel for all proceedings in which the substantive rights of the DISTRICT may be adjudicated or determined. The FIRM's designation of Supervising Attorney shall be subject to prior written approval by the DISTRICT.

- b. Legal Representation:** The FIRM shall provide the DISTRICT with timely, high quality legal advice and representation consistent with this AGREEMENT, the Rules of Professional Conduct, and all applicable laws and court rules. The FIRM shall keep the DISTRICT informed of all significant developments in each case or matter assigned to the FIRM. If requested by DISTRICT, any verbal legal advice provided by the FIRM to the DISTRICT shall be provided in writing to the DISTRICT
- c. Non-Exclusivity:** The FIRM acknowledges that nothing in this AGREEMENT is intended, nor will be construed, as creating any exclusive contract between the DISTRICT and the FIRM related to the providing of legal services. As such, nothing in this AGREEMENT shall be interpreted to restrict or prohibit the DISTRICT from obtaining similar professional services from other attorneys, law firms, or sources.
- d. Anti-Discrimination:** It is the policy of the DISTRICT that in connection with all work performed under this AGREEMENT, there is no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The FIRM agrees to comply with applicable federal and State laws, including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1410, and 1735. In addition, the FIRM agrees to require such compliance by all employed on the work by the FIRM.
- e. Certification Regarding Suspension and Debarment:** The FIRM certifies that to the best of its knowledge and belief that the FIRM and its principals or affiliates utilized under this AGREEMENT, are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency.
 - i.** If the debarment/suspension occurs during the term of the contract, such attorney or firm shall cease representing the DISTRICT and the DISTRICT may elect to terminate this AGREEMENT.
- f. Adherence to Board Policy 3821 Gift Ban Policy:** The FIRM is notified that the DISTRICT's Board adopted the Board Policy 3821 Gift Ban Policy.

"5. Gift shall have the meaning it is defined to have in the California Political Reform Act, and the regulations issued pursuant to that Act, except that the following shall not be deemed to be gifts:

a. Meals, beverages, and free admission at any event sponsored by, or for the benefit of, a bona fide educational, academic, or charitable organization, and commemorative gifts from such organizations with a cumulative value from any single source of fifty dollars (\$50.00) or less during any twelve-month period.”

FIRM acknowledges and adheres to the Board Policy 3821 Gift Ban Policy.

4. THE DISTRICT'S RESPONSIBILITIES:

- a. Documents and Information:** The DISTRICT shall cooperate with counsel to make available to the FIRM all documents and other information possessed by the DISTRICT as may be necessary and relevant to any case or other matter assigned to the FIRM under this AGREEMENT. The DISTRICT shall also assist the FIRM in obtaining the DISTRICT's records and/or information necessary to respond to discovery and to help familiarize the FIRM with the DISTRICT's operations and policies.
- b. Cooperation with the FIRM:** The DISTRICT agrees to fully respond to appropriate and reasonable inquiries made to it by the FIRM, and provide such written materials or documents that are in the DISTRICT's possession, custody or control in a timely manner, and otherwise provide the FIRM with any and all information necessary for the prosecution and/or defense of litigation or transactional matters that the FIRM is handling on the DISTRICT's behalf.

5. COMPENSATION:

- a. Billing Requirements:** The FIRM shall provide legal services under this AGREEMENT in compliance with the DISTRICT's "Billing Requirements", attached hereto as Attachment "A" and incorporated herein by this reference. The Billing Requirements may be amended by the DISTRICT from time to time. The DISTRICT shall provide the FIRM with any amended Billing Requirements promptly after they are promulgated. Whenever amended Billing Requirements are made available to the FIRM, the FIRM shall within no later than thirty (30) days from the next billing month conform all of its future services and invoices to the DISTRICT's amended Billing Requirements. Additionally, the FIRM's request for reimbursement for costs and expenses incurred and presented shall be in accordance with the DISTRICT's Billing Requirements.
- b. Legal Fees:** The FIRM shall provide legal services at the hourly billing rates for attorneys and paralegals or paraprofessionals as set forth in Attachment "B" to this AGREEMENT. The billing rates set forth in Attachment B shall be set for the initial term of this Agreement. After the initial term the billing rates may be subject to periodic review and adjustment or modification as agreed between the DISTRICT and the FIRM. Any extension of the term of this Agreement and any billing rate change shall be in writing and be executed as an amendment to this AGREEMENT.

- c. **Reimbursable Costs and Expenses:** The DISTRICT will pay and reimburse only for the actual and ordinary costs for reasonable expenses without any premiums or markups. The maximum allowable actual costs for black and white photocopies and facsimiles are \$.10 per page and \$.25 for color copies. A more complete description of reimbursable costs and expenses are set forth in the DISTRICT's Billing Requirements.
- d. **Non-Reimbursable Expenses:** Certain expenses incurred by the FIRM in providing services under this AGREEMENT shall be considered as part of the FIRM's overhead and shall not be reimbursed by the DISTRICT, and shall be borne by the FIRM as expenses included within the hourly billing rates set forth in Attachment "B". Non- Reimbursable Expenses which will not be reimbursed and which should not be billed are more fully described in the DISTRICT's Billing Requirements.
- e. **Invoices:** The FIRM shall submit its invoices for services and for reimbursable expenses monthly in arrears in accordance with the Billing Requirements. The firm shall first submit its invoices to DISTRICT's General Counsel for review. The FIRM shall maintain in a form subject to audit, and in accordance with generally accepted accounting principles, backup documentation to support all entries included in the monthly billing statement. Such documentation shall be available to the DISTRICT upon request.
- f. **Payment to the FIRM:** The DISTRICT shall make payment(s) for services rendered under this AGREEMENT within sixty (60) days upon receipt of FIRM'S invoice, provided they are approved by the District. FIRM'S invoice shall be billed in arrears based on the itemized billing statement(s) that the FIRM submits to the DISTRICT as noted above in Section 5(e). DISTRICT personnel shall review all billing statements for reasonableness of the time billed as well as full compliance with this AGREEMENT and all Billing Requirements. The DISTRICT shall make its best effort to process payments promptly after receiving the FIRM's billing statement. However, the DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

6. TERMINATION:

- a. **Termination and/or Suspension for the DISTRICT's Convenience:** The FIRM's services performed under this AGREEMENT may be terminated or suspended, in whole or in part, by the DISTRICT at any time, when the DISTRICT, in its sole discretion, deems such termination or suspension is in the DISTRICT's best interest. The DISTRICT shall terminate or suspend services by delivering to the FIRM a written notice specifying the extent to which services are terminated or suspended and the effective date of the termination or suspension.
 - i. After receiving a Notice of Termination or Suspension, unless otherwise directed by the DISTRICT, the FIRM shall: 1) stop services on the date and to the extent specified in the Suspension or Termination Notice; and 2) complete services not terminated or suspended by the Notice.

Within fifteen (15) days upon any termination or suspension, the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated or suspended. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution of counsel with the court when instructed by the DISTRICT. Notwithstanding the foregoing, the DISTRICT may at its sole discretion terminate this AGREEMENT.

b. Notice of Termination: The DISTRICT shall give written notice to the FIRM of the FIRM's default under this AGREEMENT. The DISTRICT, in its sole discretion, shall decide whether the default is of such a nature that the FIRM should be given a period to cure the default, and, if so, the cure period shall be specified in the notice. If the DISTRICT wholly or partially terminates services under this AGREEMENT, replacement services may be obtained from another law firm or any other source with terms and in a manner the DISTRICT deems appropriate.

c. Termination for Professional Conflict of Interest: If either the FIRM or the DISTRICT determines a matter of professional conflict has arisen during the FIRM's engagement, which should not or cannot be postponed until the conclusion of the FIRM's representation of the DISTRICT, the FIRM or the DISTRICT may immediately give written notice to terminate this AGREEMENT. Within fifteen (15) days the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution(s) of attorney with the court when instructed by the DISTRICT. The FIRM shall continue to provide high quality, professional legal representation until the appropriate substitution(s) of attorney can be filed.

7. DISPUTE RESOLUTION. In the event the DISTRICT become dissatisfied with any aspect of the relationship, the DISTRICT will bring such concerns to the FIRM's attention immediately. If the DISTRICT and the FIRM are unable to resolve any dispute to their mutual satisfaction, the DISTRICT will first comply with any mandatory dispute resolution procedures that may apply to any such dispute including the claim before the mandatory Fee Arbitration Committee in Orange County, California, in accordance with the state bar rules for mandatory fee arbitration.

If the DISTRICT and the FIRM are unable to resolve any dispute, regardless of its nature, and after mandatory dispute resolution procedures have been waived or exhausted (including but not limited to, Mandatory Fee Arbitration), the parties shall submit such dispute to final and binding arbitration in Orange County, California before the American Arbitration Association and pursuant to its Commercial Arbitration Rules, unless the parties agree in writing to a different arbitration method or forum. The FIRM acknowledges and agrees that in arbitration there is no right to a trial by jury, and the arbitrator's legal and factual determinations are generally not subject to appellate review.

The initial resort to the courts by either party shall not be considered a waiver of that party's right to compel binding arbitration under this provision. Arbitration shall be in accordance with the laws of the State of California. Unless otherwise provided by law, reasonable attorneys' fees and costs incurred in connection with any such arbitration, litigation or dispute shall be awarded to the prevailing party

8. NOTICES: Notices and required reports may be hand-delivered, sent by electronic mail or mailed by first class, postage prepaid, addressed to the DISTRICT or the FIRM at the addresses below, or at any other address the DISTRICT or the FIRM shall provide in writing to each other:

To the DISTRICT:
Dr. Raúl Rodriguez
Chancellor
Rancho Santiago Community College District
2323 N Broadway, Suite 410
Santa Ana, Ca 92706
Email: rodriguez_raul@rscdd.edu

To the FIRM:
The Feldhake Law Firm
650 Town Center Drive, Suite 1590
Costa Mesa, CA 92626
EMAIL: rfeldhake@far-law.com

9. ASSIGNMENT: No part of this AGREEMENT or any right or obligation arising from it is assignable without the DISTRICT's written consent. Any attempt by the FIRM to assign or subcontract services relating to this AGREEMENT without the DISTRICT's prior written consent shall constitute a material breach of this AGREEMENT.

10. INSURANCE: Without limiting the FIRM's indemnification of the DISTRICT and its board members, officers, agents, employees, and volunteers, the FIRM shall provide and maintain at its own expense the following programs of insurance covering the FIRM's operations during the term of this AGREEMENT. Insurance is to be placed with insurers having a current A.M. Best Rating of not less than A. The FIRM shall use insurer(s) satisfactory to the DISTRICT and shall deliver evidence of satisfactory insurance to the DISTRICT on or before the effective date of this AGREEMENT. Such evidence shall specifically identify this AGREEMENT and shall contain express conditions that the DISTRICT is to be given written notice at least thirty (30) days in advance of any modification or termination of any insurance program.

a. Liability Insurance: Such insurance shall be primary to and not contributing with any other insurance maintained by the DISTRICT, shall specifically name the DISTRICT, its officers, agents, employees, and volunteers as an additional insured, and shall include, but not be limited to:

i. Comprehensive General Liability insurance endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and

Personal Injury with a combined single limit of not less than \$2,000,000 per occurrence. The FIRM has disclosed to the DISTRICT that its current policy is \$1,000,000 per occurrence and in the aggregate, but that the firm has contacted its broker and requested for the DISTRICT such amendment or other insuring agreement as necessary to fully comply with this AGREEMENT, and provided the broker with a copy of this AGREEMENT to follow. The FIRM will follow-up and notify the DISTRICT and its General Counsel on securing compliance or best available limits of liability, and provide conforming documents to the DISTRICT and to its General Counsel.

ii. The above insurance must be provided or written on an occurrence basis.

b. Workers' Compensation Insurance: The FIRM will procure and maintain statutory workers' compensation insurance covering all employees of the FIRM as required by law in the State of California and in compliance with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement.

c. Professional Liability Insurance (Errors and Omissions): FIRM will procure and maintain professional liability insurance (errors and omissions) covering claims arising out of the performance of services under this Agreement. FIRM's coverage shall reflect a minimum of \$2,000,000 per occurrence and at least a minimum of \$4,000,000 annual aggregate. The FIRM has disclosed to the DISTRICT that its current policy is \$1,000,000 per occurrence and in the aggregate, but that the firm has contacted its broker and requested for the DISTRICT such amendment or other insuring agreement as necessary to fully comply with this AGREEMENT, and provided the broker with a copy of this AGREEMENT to follow. The FIRM will follow-up and notify the DISTRICT and its General Counsel on securing compliance or best available limits of liability, and provide conforming documents to the DISTRICT and to its General Counsel.

d. Failure on the part of the FIRM to procure or maintain required insurance shall constitute a material breach for which the DISTRICT may immediately terminate or suspend this AGREEMENT.

11. INDEMNIFICATION: FIRM shall indemnify, defend and hold harmless DISTRICT 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 the FIRM negligent performance of the services provided hereunder, or any action involving intentional actions or omissions to act or other 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 DISTRICT, 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 effective as of the date of this AGREEMENT.

12. INDEPENDENT CONTRACTOR STATUS: This AGREEMENT is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the DISTRICT and the FIRM. As such, the FIRM understands and agrees that the FIRM's

personnel who furnish services to the DISTRICT under this AGREEMENT are employees solely of the FIRM and not of the DISTRICT for purposes of workers' compensation liability. The FIRM shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any personnel of the FIRM for injuries arising from services performed under this AGREEMENT.

- 13. **GOVERNING LAWS:** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California and any action brought by either party on this AGREEMENT shall be brought in Orange County.
- 14. **ENTIRE AGREEMENT:** This AGREEMENT constitutes the entire AGREEMENT between the parties pertaining to the subject matter of this AGREEMENT and supersedes all prior and contemporaneous agreements and understandings of the parties. There are no warranties, representations or other agreements between the parties pertaining to the subject matter of this AGREEMENT except as expressly set forth in this AGREEMENT. No supplementation, modification, waiver or termination of this AGREEMENT shall be binding unless executed in writing by the DISTRICT to be bound thereby.
- 15. **WAIVER:** No waiver of a breach of any provision of this AGREEMENT by either party shall constitute a waiver of any other breach of the provision or any other provision of this AGREEMENT. The failure of either party to enforce any provision of this AGREEMENT at any time shall not be construed as a waiver of that provision. The DISTRICT's remedies as described in this AGREEMENT shall be cumulative and additional to any other remedies in law or equity.

EXECUTED AS SET FORTH HEREINABOVE:

THE FELDHAKKE LAW FIRM, a Professional Corporation

By: _____
Robert J. Feldhake, Esq.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

By: _____
Name: _____
Title: _____

Approved as to Form:

**AlvaradoSmith, a
Professional Law Corporation**

By: _____
Ruben A. Smith

ATTACHMENT "A" TO AGREEMENT FOR PROFESSIONAL SERVICES
DISTRICT BILLING REQUIREMENTS

A. Billing Submissions

Bills that reflect fees for professional services rendered and expenses incurred shall be submitted no more than monthly and within thirty (30) days of the end of the previous month. The Firm is responsible for obtaining all outstanding invoices from outside vendors, including experts, before submitting the final bill to the DISTRICT. Unless there are exigent circumstances, bills submitted after the final bill will not be paid. Any necessary extraordinary postage charges (such as certified mail, overnight service, or oversized packages) must be delineated on the bill with an explanation of the nature and purpose of the charge.

B. Approval and Payment

Before any payment is made, all bills must be sent to DISTRICT's General Counsel at the address below. The General Counsel, who, after review to assure the billing is in accord with the AGREEMENT and otherwise in order, will then forward the bills to the DISTRICT for final review and payment.

Ruben Smith, Esq.
AlvaradoSmith APC
1 MacArthur Place, Suite 200
Santa Ana, CA 92707
Tel: 714-852-6800
rsmith@alvaradosmith.com

C. Billing Format

Billing statements must have a cover page that summarizes all matters on one page and the billing statements must accurately itemize in detail all work performed on a matter in a task or activity based format. Attorneys and paralegals are to bill actual time incurred. If

an activity warrants a minimum billing entry it shall not exceed 1/10th (.10) of an hour. Minimum charges for any activity in any amount above 1/10th (.10) of an hour are not acceptable. Each bill must include the following: Law firm name and address; Date of the bill; Law firm tax identification number; Plaintiff(s) name(s) or legal subject matter; Date(s) of the task and/or activity; Detailed description of the task and/or activity so as to permit the DISTRICT to determine the exact name, purpose, and necessity of the expense; Actual time spent, in increments of 1/10th of an hour for each entry or task; Summary at the end of the bill of the number of hours for each specific billing rate and the name and initials of each attorney and paralegal; Summary at the end of the bill of the totals for fees, costs and experts; Each billing entry must indicate the name or initials of the timekeeper who performed the work, the date the work was performed, the hours billed, a detailed description of the services performed, and the total amount billed for that entry. Narrative or block/bundled billing is not permitted; Final bills should be so designated; Bills must reflect activity for only one case or matter; Billing entries on each invoice are to be structured chronologically (in order of occurrence) and not sub-divided by individual or task. If numerous tasks are undertaken in one day, each task must be separately identified with a specified time for performing that task, e.g., a telephone call, a court appearance, a meeting, and legal research; Travel costs should identify the person who traveled and the reason for the travel. Telephone calls must specify the

participants and the subject matter discussed. The FIRM must review and approve all vendor invoices before submitting them to the DISTRICT.

C. Level of Work Performed

The FIRM'S staffing on all cases will be commensurate with the type of case, number of parties and complexity of the factual and legal issues that are involved in the matter. Partners or shareholders may supervise the work performed by associates/paralegals or provide strategic and supplementary review. The billing descriptions should clearly indicate the reason and difference in the work being performed by the partner/shareholder and the associate/paralegal.

The legal work should be assigned to those individuals who are most appropriate for the task in terms of their competency and experience. The FIRM should exercise reasonable judgment to assign a certain task or activity to a less expensive biller as long as there is no loss in efficiency or competency. The FIRM may assign paralegals for work and tasks which do not require an attorney's involvement, but paralegals shall not perform tasks usually performed by secretaries, clerks, and messengers (i.e., photocopying, filing and delivering materials).

Clerical, secretarial, and administrative work is a part of law office overhead and non-billable, regardless of who performs it.

The DISTRICT will not pay any form of general administration fee or charges, including any monthly administration fees.

Unless authorized in writing in advance by the DISTRICT, there should be no more than two (2) attorneys and one (1) paralegal doing the work and billing time on a single case.

Firm personnel may occasionally have to work on a case because of job departures, vacations, illnesses, schedule conflicts, etc., but this is to be the exception not the rule and requires prior written approval. These occasional billers will not record more than ten percent (10%) of the total run time on a case. The DISTRICT will not pay for "learning" time or "orientation" time as occasional billers become involved in a matter and are brought up to speed on the facts and issues. Such time should be written off by the FIRM on its own or noted as a "No Charge" to the DISTRICT.

If new or inexperienced attorneys are going to be working on a case in any capacity, the DISTRICT will not pay for "training" time, that is, time spent on research or other matters which would likely be within the knowledge of more experienced attorneys. If the DISTRICT is retaining FIRM for its expertise in a given field, attorneys should not need to learn that area of the law and any such time should be written off by the FIRM. The time of summer associates shall not be billed without the prior approval of the DISTRICT.

The DISTRICT may decide to waive or modify some or all of the above billing requirements as the situation demands. However, the FIRM is expected to adhere to these billing requirements as written, unless the FIRM is specifically exempted or exception is authorized from any of these provisions.

D. Maximum Allowable Charges

The following guidelines are provided regarding maximum allowable charges: The DISTRICT will pay only the actual costs for reasonable expenses without any premiums or markups; The FIRM shall limit the making of photocopies and, wherever cost

effective, to use the resources of designated copy services. Bill entries for photocopies must provide the number of copies made, the per page rate, and the total amount billed. The \$.10 per page rate may be exceeded only when the FIRM cannot control costs, such as certified copies from the courthouse; **Mileage:** The applicable federal rate at the time of travel. Indicate the actual number of miles driven; Air travel is limited to coach or economy rate. Receipts for airfare should identify the fare as economy/coach class; **Telephone:** Actual long distance charges only. **FAX:** Actual long distance charges only. No charge for an incoming FAX. No per-page fax charge.

E. Travel

The Firm shall not charge for travel time to and from the DISTRICT. Prior to traveling more than 50 miles each way, the FIRM must obtain the written approval of the DISTRICT. Rental cars are acceptable only if such vehicles are the most economical means of accomplishing necessary business; reimbursement is limited to the mid-size class; Any rental cars and overnight stay costs must be approved in writing by the DISTRICT Reasonably priced meals when counsel is out of town overnight are allowed; Incidentals and entertainment costs, such as movies, alcohol, and entertainment, are not allowed; Travel time shall be prorated if the travel includes time spent on non-DISTRICT related business, e.g., incoming/outgoing phone calls to other clients, etc.. Unless otherwise agreed, travel billing should indicate the actual travel time, reduced by the traveler's usual commuting time from home to office or vice versa, if appropriate.

F. Disallowed Charges

In addition to the information contained in section C, D, and E above, the DISTRICT

will not reimburse for the following items: (1) Local telephone calls and all cellular phone charges; (2) Per-page fax charges; (3) Routine postage, such as U.S. Postal Service rates for letters; (4) File opening, file organization, or other administrative charges; (5) Books, magazines, subscriptions, or library charges, unless prior written specific approval by the DISTRICT is obtained; (6) Intra-office conferences between members of the FIRM, including assigning files or tasks to members of the FIRM (however, the DISTRICT will pay for one attorney charging for intra-office conferencing regarding strategy of the case); (7) Intra-office conferences of an administrative, supervisory or educational purpose are not compensable; (8) Case administration (e.g., reviewing status of assignments given to associates and paralegals, reviewing bills); (9) Clerical tasks (e.g., transcription, pulling files, photocopying documents, arranging for copying, labeling documents for production, communication with court clerks, updating master case caption, preparing proofs of service, indexing pleadings, faxing,); (10) More than one attorney or other timekeeper at motions, interviews, depositions, hearings, trials, court appearance, arbitration, mediation, third party meeting, conference call, or any similar event, without prior DISTRICT approval; (11) Meals, except in conjunction with travel as authorized by the DISTRICT; (12) Entertainment; (13) Staff overtime charges; (14) Routine or elementary legal research, including issues considered to be common knowledge among reasonably experienced counsel in the local jurisdiction (e.g., research on local rules, special verdict forms, standards for motions for summary judgment); (15) Billing more than once for documents which are reproduced for multiple witnesses, such as subpoenas;

Routine file review and learning time to get up to speed; (16) Staffing inefficiencies caused by the unavailability of the firm's personnel; (17) Routine scheduling or rescheduling of depositions, hearings, and the like; (18) All work customarily performed by secretaries and other administrative personnel; (19) Reviewing or analyzing the FIRM's conflict of interest issues; (20) Subscription services (e.g., Westlaw, Lexis-Nexis or other legal database charge), unless the service provides

a case specific reference or invoice for actual charges incurred; (21) Time and/or expenses incurred due to change in resources or attorney departure from the FIRM; (22) Work performed by an attorney not approved by the DISTRICT; (23) Expenses/disbursements without supporting invoices; (24) Receipts are required for all travel expenses and for costs.

ATTACHMENT "B" TO AGREEMENT FOR PROFESSIONAL SERVICES

HOURLY BILLING RATES FOR ATTORNEYS AND PARALEGALS

Hourly Rates (Billed at .10 minute increments)	
Attorneys	\$265
Paralegal	\$150
Legal Assistants	\$35

Training Costs. The Firm will provide up to 4 in-services training seminars to the District at no cost each fiscal year.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Board Date: September 12, 2016
Re:	Approval of Resource Development Item	
Action:	Request for Approval	

ANALYSIS

Items for the following categorical program were developed:

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
1. Small Business Development Center (SBDC) - Small Business Access to Capital Santa Ana/Anaheim (District) Grant award from the Wells Fargo Foundation to the Orange County SBDC to assist low-to-moderate income small business owners and entrepreneurs in the cities of Santa Ana and Anaheim obtain access to capital, and provide one-on-one business consulting services and technical training. (16/17). <i>No match required.</i>	6/30/2016	\$25,000

RECOMMENDATION

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

Fiscal Impact: \$25,000	Board Date: September 12, 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 #3653

NAME: Small Business Development Center (SBDC) - Small Business Access to Capital Santa Ana/Anaheim (District)

FISCAL YEAR: 2016/2017

CONTRACT PERIOD: 7/01/2016 - 6/30/2017

CONTRACT AWARD: \$25,000

PRIME SPONSOR: Wells Fargo Foundation

FISCAL AGENT: Rancho Santiago CCD

PRIME AWARD No: Ck 196890

PROJ ADMIN: Enrique Perez

PROJ DIR: Leila Mozaffari

DATE: 07/28/16

Account String	Description	New Budget	
		Debit	Credit
12-3653-000000-50000-8891	Other Local Rev - Special Projects		25,000
12-3653-672000-50000-5865	Indirect Costs : District Operations (4%)	962	
12-3653-684000-53410-2345	Professional Experts : Small Business Dev Ctr Office Business Experts: \$45/hour x 428 hours	19,260	
12-3653-684000-53410-3215	PERS - Non-instructional : Small Business Dev Ctr Office	2,669	
12-3653-684000-53410-3315	OASDHI - Non-instructional : Small Business Dev Ctr Office	1,194	
12-3653-684000-53410-3325	Medicare - Non-instructional : Small Business Dev Ctr Office	279	
12-3653-684000-53410-3435	H&W Act Rt - Non-instructional : Small Business Dev Ctr	193	
12-3653-684000-53410-3515	SUI - Non-instructional : Small Business Dev Ctr Office	10	
12-3653-684000-53410-3615	WCI - Non-instructional : Small Business Dev Ctr Office	433	
	Total 3653 - SBDC Santa Ana/Anaheim	25,000	25,000

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To:	Board of Trustees	Date: September 12, 2016
Re:	Approval of Sub-Agreements between RSCCD and Coast Community, Contra Costa, Los Rios, Mendocino-Lake, North Orange County, Palo Verde, Pasadena Area, Peralta, Solano County, Sonoma County Junior and Southwestern Community College Districts and Mt. San Jacinto College for the Career Technical Education (CTE) Data Unlocked Grant	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District was selected to serve as the Fiscal Agent for the California Community Colleges Chancellor's Office's Career Technical Education (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	College	Legal Entity	Amount
DO-17-2220-102	American River College	Los Rios Community College District	\$50,000
DO-17-2220-103	Orange Coast College	Coast Community College District	\$50,000
DO-17-2220-104	Palo Verde College	Palo Verde Community College District	\$50,000
DO-17-2220-105	Pasadena City College	Pasadena Area Community College District	\$50,000
DO-17-2220-106	Santa Rosa Junior College	Sonoma County Junior College District	\$50,000
DO-17-2220-107	Cypress College	North Orange County Community College Dist.	\$50,000
DO-17-2220-108	Diablo Valley College	Contra Costa Community College District	\$50,000
DO-17-2220-109	Mendocino College	Mendocino-Lake Community College District	\$50,000
DO-17-2220-110	Solano College	Solano County Community College District	\$50,000
DO-17-2220-111	Berkeley College	Peralta Community College District	\$50,000
DO-17-2220-112	Mt. San Jacinto College	Mt. San Jacinto College	\$50,000
DO-17-2220-113	Southwestern College	Southwestern 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: \$600,000 (grant-funded)	Board Date: September 12, 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
LEGAL ENTITY**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 12th day of September, 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 1, 2016 through October 31, 2017. The end date listed for the period of performance indicates the end of the Agreement between RSCCD and SUBCONTRACTOR. However, the PRIME SPONSOR allows the SUBCONTRACTOR to continue to use funds to achieve the college’s goals for CTE data management and capacity development for three years from the project start date.

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 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. [NOTE: Articles I and II included as Exhibit B serve as a reference for the general grant terms and conditions. The payment and reporting terms in the Articles pertain only to the Fiscal Agent. The payment terms and reporting requirements for the SUBCONTRACTOR are in this Agreement under 5. Payment and 7. Reporting.]

6. Invoices

One invoice is to be submitted for payment for the total costs of the agreement that includes a statement indicating the date(s) the training was completed. Invoices must include the Agreement number (refer to footer), and should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Sarah Santoyo, Director of Grants
2323 North Broadway, Suite 350
Santa Ana, CA 92706
Santoyo_Sarah@rsccd.edu

7. Reporting

Through this Agreement SUBCONTRACTOR agrees to provide data and submit reports, if 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. 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.

10. Subcontract Assignment

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 subcontracts 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 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

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

SUBCONTRACTOR:
Primary Contact:
Name, Title
Address
City, State Zip
Phone, Email

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. 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: Sept. 12, 2016

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work

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

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.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: September 12, 2016
Re:	Approval of Sub-Agreement between RSCCD and Chaffey Community College District for the Career Technical Education (CTE) Data Unlocked Grant	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

The Chancellor's Office has allocated \$40,000 to each Sector Navigator in the state to support their work on behalf of the CTE Data Unlocked Initiative. Sector Navigators are industry experts who work state-wide to identify workforce trends, share educational best practices, and develop connection opportunities between businesses/employers and the colleges.

Sector Navigator	Host Organization	Agreement Number
Energy, Construction, & Utilities	Chaffey CCD	DO-17-2220-86

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 a related contractual agreement on behalf of the district.

Fiscal Impact: \$40,000 (grant-funded)	Board Date: September 12, 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
CHAFFEY COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 12th day of September, 2016, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Chaffey Community College District (hereinafter “SUBCONTRACTOR”) on behalf of Chaffey College, host of the Sector Navigator for Energy, Construction & Utilities. 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 September 13, 2016 through October 31, 2017.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$40,000.00 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. Payment to the SUBCONTRACTOR will not exceed the amount listed above under Article I.3. Total Costs.

6. Invoices

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

Rancho Santiago Community College District
ATTN: Sarah Santoyo, Director of Grants
2323 North Broadway, Suite 350
Santa Ana, CA 92706
Santoyo_Sarah@rsccd.edu

7. Reporting

Through this Agreement, SUBCONTRACTOR agrees to provide data and submit reports, if 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

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

SUBCONTRACTOR:

Primary Contact:

Jim Caldwell, Sector Navigator

Chaffey College

13170 Seventh Street

Chino, CA 91710

(925) 899-2665

jcaldwell@workforceincubator.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: *CHAFFEY
COMMUNITY COLLEGE DISTRICT*

By: _____

Name: Peter J. Hardash

Vice Chancellor

Title: Business Operations/Fiscal Services

Date: _____

Board Approval Date: Sept. 12, 2016

By: _____

Name: _____

Title: _____

Date: _____

95-6000558

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work

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

EXHIBIT A

Sector Navigator CTE Data Unlocked Scope of Work and Budget

1. Provide industry connections and sector based industry reports and data to supplement CTE Data Unlocked. Budget allocation: \$2,500
2. Continue to convene statewide industry advisory groups to validate and vet LMI data for CTE Data Unlocked. Budget allocation: \$15,000
3. Lead the sector strategies aspect of regional planning. Secure sector-based industry and economic development representatives including Workforce Development Board partners, Industry and Trade Associations, etc. Budget allocation: \$5,000
4. Provide sector-based investment options for college and regional planning. Budget allocation: \$10,000
5. Coordinate DSN and SN participate in all regional planning sessions. Budget: \$5,500
6. Other scope that facilitates the implementation of the Strong Workforce Task Force recommendations. Budget: \$1,000
7. Reinforce CTE Data Unlocked training with DSN's, college faculty and deans. Budget: \$1,000

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To:	Board of Trustees	Date: September 12, 2016
Re:	Approval of Sub-Agreement between RSCCD and Mt. San Jacinto Community College District for the Career Technical Education (CTE) Data Unlocked Grant	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District was selected to serve as the Fiscal Agent for the California Community Colleges Chancellor's Office's Career Technical Education (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 identified Mt. San Jacinto College as an implementation partner and will leverage their expertise to support and provide technical assistance to the colleges on tracking data through the CATEMA (Career and Technology Education Management Application) system for articulated course, dual enrollment and credit-by-exam information in the LaunchBoard.

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 a related contractual agreement on behalf of the district.

Fiscal Impact: \$80,841 (grant-funded)	Board Date: September 12, 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
MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 12th day of September, 2016, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Mt. San Jacinto Community College District (hereinafter “SUBCONTRACTOR”), on behalf of Mt. San Jacinto 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 August 1, 2016 through December 31, 2016.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$80,841.00 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.

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

One invoice is to be submitted for payment for the total costs of the agreement that includes a statement indicating the date(s) the training was completed. Invoices must include the Agreement number (refer to footer), and should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Sarah Santoyo, Director of Grants
2323 North Broadway, Suite 350
Santa Ana, CA 92706
Santoyo_Sarah@rsccd.edu

7. Reporting

Through this Agreement SUBCONTRACTOR agrees to provide data and submit reports, if 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. 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.

10. Subcontract Assignment

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 subcontracts 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 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

Fiscal Representative:

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

SUBCONTRACTOR:

Primary Contact:

Mt San Jacinto College
Joyce Johnson, Dean, CTE
28237 La Piedra Road
Menifee, CA 92584
(951)-639-5350, jajohnso@msjc.edu

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. 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: *Mt. San Jacinto
Community College District*

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: _____

Title: _____

Date: _____

Board Approval Date: September 12, 2016

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work

EXHIBIT A

Proposal for the implementation of the statewide CATEMA Project

The California Community College Chancellors Office would enter into a MOU thru the TAP grant held at Rancho Santiago College to contract Susanne Mata (Mt San Jacinto College- Director, CTE Projects/SB170 Desert/Inland Empire TAP) to serve as the CATEMA Specialist to perform the following:

CATEMA Specialist scope of work:

1. CATEMA Specialist will utilize her existing knowledge of CATEMA and expertise related to regional implementation to assist colleges and regions throughout the state with their implementation. They will serve as the primary point of contact and serve as a liaison between key stakeholders including the California Community Colleges Chancellor’s Office, STATco, Statewide and Regional TAPs, community college districts, colleges and K12 districts, schools and ROPs.
2. Facilitate the services of the CATEMA Specialist to the field to provide train the trainer workshops to all of the regions to implement CATEMA.
3. Assist with the development of “virtual” trainings such as webinars and videos that can be used to supplement previous trainings or refresh (trainings provided as part of this project will be videotaped so they can be used beyond the contract period)

GOAL:

Train the statewide (7) 1070 TAP Directors; (10) CTE Incentives Directors (K12) and others. On CATEMA to ramp up the implementation to adhere to 3-year license

TERMS:

1. Cover salary and fixed cost of S. Mata for the period of August 1 – December 31, 2016. In addition, a stipend of \$23,000 for the same stated period.
2. Cover salary and fixed cost for duties to be cover by during the period of August 1 – December 31, 2016.
3. 4% administrative cost for administrative services provided by Business Services during the period of August 1 – December 31, 2016.

COST:

Employee	Salary	Fixed cost	Total
Susanne Mata	75,578	2,153	77,732
		Total Direct Costs	77,732
		4% Administrative Cost	3,109
		Total Project Costs	80,841

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: September 12, 2016
Re: Approval of Second Amendments to Sub-Agreements between RSCCD and California State University Fullerton, Orange Unified School District, and Project Tomorrow for the California Career Pathways Trust Grant – Year 2	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District, on behalf of Santiago Canyon College, received a California Career Pathways Trust grant award from the California Department of Education for the Orange County Teacher Pathway Partnership (OC TPP) project. The partnership includes community colleges, a California State University, K-12 school districts, non-profit and community partners, WIBs, and business partners. The OC TPP will develop articulated pathways to postsecondary education and establish connections among businesses, K–12 schools, and community colleges to better prepare students for the 21st century workplace and provide real-world experience and hands-on learning. Students will build skills in an integrated, standards-based academic and career-relevant sequenced curriculum, be able to earn certificates and state-approved licenses for early entrance into employment as paraprofessionals, and will be in pathways that culminate in a post-baccalaureate teaching credential. The grant award is \$6 million and the grant term is July 1, 2014 through June 30, 2019 (five-year project cycle).

The project administrator is Ruth Babeshoff and the project director is Janis Perry.

ANALYSIS

The enclosed amendments represent an extension to the Grant year 2 performance period of July 1, 2014 through June 30, 2016, to be extended to September 30, 2016 for project partners California State University, Fullerton (#DO-14-2501-01.02), Orange Unified School District (#DO-14-2501-04.02) and Project Tomorrow (#DO-14-2501-05.02).

RECOMMENDATION

It is recommended that the Board approve the second amendments to the 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: none	Board Date: September 12, 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	

**SECOND AMENDMENT TO AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
CSU FULLERTON AUXILIARY SERVICES CORPORATION**

This second amendment (hereinafter “Amendment”) is entered into on this 12th day of September 2016, between Rancho Santiago Community College District (hereinafter “RSCCD”) and CSU Fullerton Auxiliary Services Corporation (hereinafter “SUBCONTRACTOR”) to amend that certain Agreement #DO-12-2501-01 dated December 8, 2014, and the First Amendment #DO-12-2501-01.01 dated August 17, 2015, between the parties with a term of July 1, 2014 through June 30, 2016 (hereinafter “Term”). 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 “California Career Pathways Trust,” Prime Award #14-25239-6668-00 (hereinafter “Grant”) from the California Department of Education (hereinafter “PRIME SPONSOR”). The purpose of the Grant is to develop and provide an articulated Careers in Education pathway to postsecondary education aligned with regional economic sectors and establish career pathway programs that connect businesses, K–12 schools, and community colleges to better prepare students for the 21st century workplace and provide real-world experience and hands-on learning for students;

WHEREAS, funding was awarded to the Orange County Teacher Pathway Partnership (hereinafter “OC TPP”) program for a regional consortium including community colleges, a California State University, K-12 school districts, non-profit and community partners, WIBs, and business partners;

WHEREAS, RSCCD will serve as the Fiscal Agent for the State funds received under this Grant;

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

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

NOW, THEREFORE it is mutually agreed by the Parties to amend the following:

Period of Performance will be amended as follows:

2. Period of Performance

The Term for this Agreement of July 1, 2014, through June 30, 2016, **shall be extended to September 30, 2016**, for the Grant year 2 (fiscal year 2015/2016). NOTE: The entire term of the Grant is for five years from July 1, 2014 - June 30, 2019, with Grant funds available for four years, from July 1, 2014 - June 30, 2018 and a Grant sustainability cycle of July 1, 2018

- June 30, 2019. RSCCD will develop amendments to the Agreement on an annual basis, rather than for the entire Term.

SUBCONTRACTOR with a balance of unspent Grant funds in year 2 (2015/2016) agrees to provide the Project Director with a budget narrative that identifies the spending plan for any remaining funds for year 2 for the Term of this Amendment.

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

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

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: CSU Fullerton
Auxiliary Services Corporation

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

Board Approval Date: September 12, 2016

95-2081258
Employer/Taxpayer Identification Number (EIN)

**SECOND AMENDMENT TO AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
ORANGE UNIFIED SCHOOL DISTRICT**

This second amendment (hereinafter “Amendment”) is entered into on this 12th day of September 2016, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Orange Unified School District (hereinafter “SUBCONTRACTOR”) to amend that certain Agreement #DO-12-2501-04 dated October 13, 2014, and the First Amendment #DO-12-2501-04.01 dated August 17, 2015, between the parties with a term of July 1, 2014 through June 30, 2016 (hereinafter “Term”). 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 “California Career Pathways Trust,” Prime Award #14-25239-6668-00 (hereinafter “Grant”) from the California Department of Education (hereinafter “PRIME SPONSOR”). The purpose of the Grant is to develop and provide an articulated Careers in Education pathway to postsecondary education aligned with regional economic sectors and establish career pathway programs that connect businesses, K–12 schools, and community colleges to better prepare students for the 21st century workplace and provide real-world experience and hands-on learning for students;

WHEREAS, funding was awarded to the Orange County Teacher Pathway Partnership (hereinafter “OC TPP”) program for a regional consortium including community colleges, a California State University, K-12 school districts, non-profit and community partners, WIBs, and business partners;

WHEREAS, RSCCD will serve as the Fiscal Agent for the State funds received under this Grant;

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

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

NOW, THEREFORE it is mutually agreed by the Parties to amend the following:

Period of Performance will be amended as follows:

2. Period of Performance

The Term for this Agreement of July 1, 2014, through June 30, 2016, **shall be extended to September 30, 2016**, for the Grant year 2 (fiscal year 2015/2016). NOTE: The entire term of the Grant is for five years from July 1, 2014 - June 30, 2019, with Grant funds available for four years, from July 1, 2014 - June 30, 2018 and a Grant sustainability cycle of July 1, 2018 - June 30, 2019. RSCCD will develop amendments to the Agreement on an annual basis, rather than for the entire Term.

SUBCONTRACTOR with a balance of unspent Grant funds in year 2 (fiscal year 2015/2016) agrees to provide the Project Director with a budget narrative that identifies the spending plan for any remaining funds for year 2 for the Term of this Agreement.

SUBCONTRACTOR with a balance of match commitment funds in year 2 (fiscal year 2015/2016) agrees to provide the Project Director with a budget narrative that identifies matching costs for any remaining match balance for year 2 for the Term of this Agreement.

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

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

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: Orange Unified
School District

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

Board Approval Date: September 12, 2016

95-6004968
Employer/Taxpayer Identification Number (EIN)

**SECOND AMENDMENT TO AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
PROJECT TOMORROW**

This second amendment (hereinafter “Amendment”) is entered into on this 12th day of September 2016, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Project Tomorrow (hereinafter “SUBCONTRACTOR”) to amend that certain Agreement #DO-12-2501-05 dated October 13, 2014, and the First Amendment #DO-12-2501-05.01 dated August 17, 2015, between the parties with a term of July 1, 2014 through June 30, 2016 (hereinafter “Term”). 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 “California Career Pathways Trust,” Prime Award #14-25239-6668-00 (hereinafter “Grant”) from the California Department of Education (hereinafter “PRIME SPONSOR”). The purpose of the Grant is to develop and provide an articulated Careers in Education pathway to postsecondary education aligned with regional economic sectors and establish career pathway programs that connect businesses, K–12 schools, and community colleges to better prepare students for the 21st century workplace and provide real-world experience and hands-on learning for students;

WHEREAS, funding was awarded to the Orange County Teacher Pathway Partnership (hereinafter “OC TPP”) program for a regional consortium including community colleges, a California State University, K-12 school districts, non-profit and community partners, WIBs, and business partners;

WHEREAS, RSCCD will serve as the Fiscal Agent for the State funds received under this Grant;

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

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

NOW, THEREFORE it is mutually agreed by the Parties to amend the following:

Period of Performance will be amended as follows:

2. Period of Performance

The Term for this Agreement of July 1, 2014, through June 30, 2016, **shall be extended to September 30, 2016**, for the Grant year 2 (fiscal year 2015/2016). NOTE: The entire term of the Grant is for five years from July 1, 2014 - June 30, 2019, with Grant funds available for four years, from July 1, 2014 - June 30, 2018 and a Grant sustainability cycle of July 1, 2018 - June 30, 2019. RSCCD will develop amendments to the Agreement on an annual basis, rather than for the entire Term.

SUBCONTRACTOR with a balance of unspent Grant funds in year 2 (2015/2016) agrees to provide the Project Director with a budget narrative that identifies the spending plan for any remaining funds for year 2 for the Term of this Agreement.

SUBCONTRACTOR with a balance of match commitment funds in year 2 (2015/2016) agrees to provide the Project Director with a budget narrative that identifies matching costs for any remaining match balance for year 2 for the Term of this Agreement.

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

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

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: Project Tomorrow

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

Board Approval Date: September 12, 2016

95-4581958
Employer/Taxpayer Identification Number (EIN)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: September 12, 2016
Re: Approval of Second Amendments to Sub-Agreements between RSCCD and North Orange County Community College District/Fullerton College, Garden Grove Unified School District, and Santa Ana Unified School District for the California Career Pathways Trust Grant – Year 3	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District, on behalf of Santiago Canyon College, received a California Career Pathways Trust grant award from the California Department of Education for the Orange County Teacher Pathway Partnership (OC TPP) project. The partnership includes community colleges, a California State University, K-12 school districts, non-profit and community partners, WIBs, and business partners. The OC TPP will develop articulated pathways to postsecondary education and establish connections among businesses, K-12 schools, and community colleges to better prepare students for the 21st century workplace and provide real-world experience and hands-on learning. Students will build skills in an integrated, standards-based academic and career-relevant sequenced curriculum, be able to earn certificates and state-approved licenses for early entrance into employment as paraprofessionals, and will be in pathways that culminate in a post-baccalaureate teaching credential. The grant award is \$6 million and the grant term is July 1, 2014 through June 30, 2019 (five-year project cycle).

The project administrator is Ruth Babeshoff and the project director is Janis Perry.

ANALYSIS

The enclosed amendments to the agreements represent the third year of funding for this project to amend the performance period of July 1, 2014 through June 30, 2016, to be extended to June 30, 2017 and to increase the award amount for each partner as listed below:

<u>Sub-Contractor</u>	<u>Amendment No.</u>	<u>Grant Funds</u>	<u>In-Kind Match</u>
NOCCCD/Fullerton College	DO-14-2501-02.02	\$374,024	\$52,649
Garden Grove USD	DO-14-2501-03.02	\$59,208	\$94,309
Santa Ana USD	DO-14-2501-06.02	\$52,987	\$61,450

RECOMMENDATION

It is recommended that the Board approve the second amendments to the 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: \$486,219 (grant-funded)	Board Date: September 12, 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	

**SECOND AMENDMENT TO AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

This second amendment (hereinafter “Amendment”) is entered into on this 12th day of September 2016, between Rancho Santiago Community College District (hereinafter “RSCCD”) and North Orange County Community College District on behalf of Fullerton College (hereinafter “SUBCONTRACTOR”) to amend that certain Agreement #DO-12-2501-02 dated October 13, 2014, and the First Amendment #DO-12-2501-02.01 dated August 17, 2015, between the parties with a term of July 1, 2014 through June 30, 2016, (hereinafter “Term”). 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 “California Career Pathways Trust,” Prime Award #14-25239-6668-00 (hereinafter “Grant”) from the California Department of Education (hereinafter “PRIME SPONSOR”). The purpose of the Grant is to develop and provide an articulated Careers in Education pathway to postsecondary education aligned with regional economic sectors and establish career pathway programs that connect businesses, K–12 schools, and community colleges to better prepare students for the 21st century workplace and provide real-world experience and hands-on learning for students;

WHEREAS, funding was awarded to the Orange County Teacher Pathway Partnership (hereinafter “OC TPP”) program for a regional consortium including community colleges, a California State University, K-12 school districts, non-profit and community partners, WIBs, and business partners;

WHEREAS, RSCCD will serve as the Fiscal Agent for the State funds received under this Grant;

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

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

NOW, THEREFORE it is mutually agreed by the Parties to amend the following:

Statement of Work will be amended as follows:

1. Statement of Work

SUBCONTRACTOR agrees to perform the work described in the Scope of Work (**Exhibit A-2**) and in the Grant Application (*Exhibit B*), which by reference are incorporated into this Agreement.

Period of Performance will be amended as follows:

2. Period of Performance

The Term for this Agreement of July 1, 2014, through June 30, 2016, **shall be extended to June 30, 2017**, for the Grant year 3 (fiscal year 2016/17). NOTE: The entire term of the Grant is for five years from July 1, 2014 - June 30, 2019, with Grant funds available for four years, from July

1, 2014 - June 30, 2018 and a Grant sustainability cycle of July 1, 2018 - June 30, 2019. RSCCD will develop amendments to the Agreement on an annual basis, rather than for the entire Term.

Total Cost will be amended as follows:

3. Total Cost

The total cost to RSCCD for the Term of this Agreement shall be **\$374,024.00** USD in accordance with the Budget and Budget Narrative for the Grant year 3 (fiscal year 2016/2017) (**Exhibit C-2**), which by this reference is incorporated into this Agreement.

Matching Cost will be amendment as follows:

4. Matching Cost

SUBCONTRACTOR agrees to provide match commitment funds of **\$52,649.00** USD as detailed in the Budget and Budget Narrative for the Grant year 3 (fiscal year 2016/2017) (**Exhibit C-2**) for the Term of this Agreement (refer to "Period of Performance").

Time Extensions will be amended as follows:

9. Time Extensions

As the full term of the Grant is from July 1, 2014 through June 30, 2019, and amendments to the Agreement will be developed on an annual basis for the entire term of the Grant, extensions will be addressed through annual modifications to the Agreement, including revised Scope of Works, Budgets and Budget Narratives, to extend the term and increase the total costs for work to be performed in the new project year. NOTE: As Grant funds are only available from July 1, 2014 - June 30, 2018, time extensions for use of Grant funds will be possible up to but not beyond June 30, 2018, and require approval by RSCCD.

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

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

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: North Orange
County Community College District

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

95-2394131

Employer/Taxpayer Identification Number (EIN)

Orange County Teacher Pathway Partnership – Activities Plan – Program Year 2016-2017
Partner: Fullerton College

Requirement	Activities to meet requirement	Program year 2016-2017	Person(s) Responsible
Instruction			
Integrated Academic and Career-based courses	Math/English assessments for academic baselines for partner high schools	Fall 2016	Counselors, Staff
	COUN 141, 144, 150 or 50 unit @ Feeder High Schools SCE and local area-approx. 20-30 students per class	Fall 2016 Spring 2017	Adjunct counselors, Project Coordinator(s), Staff
	Course success and completion study skills, tutoring; academic coaching, time management, 30-60 students supported with resources.	Fall 2016 Spring 2017	Project Coordinator, Counselors, FC Academic Coaches, Faculty, Staff
	COUN 141 – 1 unit @ FC for FYE TPP cohort; Fall 2016 First Cohort along with Math, English and CDES course, Spring 2017 and Summer.	Spring 2017 Summer 2017	Adjunct counselor(s) Staff, Project Coordinators
	CDES120, CDES 261 – 3 units / approx. 4-6, 2-3 of each course supported with supplemental instruction- book loan program	Fall 2016 Spring 2017	Faculty, Counselors, Staff
Soft skills contextualized in CTE	Series of workshops, conference, trainings, career development, Test preparation, soft skills, CBEST or other teaching pathway support and guidance from speakers, specialist, trainers or experts- Approx. 30-90 students	Fall 2016 Spring 2017	Project Director, Counselors, Staff, Partner organizations, Industry professionals
Dual enrollment/Articulations for aligned programs Classes offered at alternative sites	Summer STEM Institute CSUF, Counseling 110 (Early Fieldwork), Counseling 141/144/CDES 120. Approx. 20-25 students per group/Class	Fall 2016 Spring 2017 Summer 2017	Counselors, faculty, Project Director, Project Coordinators
Experiential Learning			

5.6 (4)

Exhibit A-2

Requirement	Activities to meet requirement	Program year 2016-2017	Person(s) Responsible
Work-based learning , Internships, job-shadowing and volunteer opportunities	Students enrolled in Early Fieldwork (working with children/school setting) obtain support as part of Teacher Pathway cohort- Connect to Service Learning 40-80 students	Fall 2016 Spring 2017	Project Director, Adjunct counselor(s), faculty
Paid or unpaid internships, employment opportunities	Paid/non-paid Internships with local school partners, after school partners, summer CSUF-STEM program,	Spring 2016 Summer 2016	Project Coordinator, Counselors
Services			
Support services, career exploration, development and planning, field trips, Linked learning, guest speakers-	Mini Conference with “ How to become a Teacher”, requirements, guest speaker(s), training, workshops- Ed Join, LinkedIn, Education Portfolio, College Day campus visits, Tech Academy- (Google, Canvas, lesson plans, CC)Teacher Program Rep visits,- 40-100 students	Fall 2016 Spring 2017 Summer 2017	Project Director, Coordinator, Counselors, Staff, project Coordinators
College Transition for HS to FC	College orientation for graduating seniors, educational planning, specialized college counseling, financial aid/scholarship information, campus visits, advising 20-80	Fall 2016 Spring 2017	Adjunct counselor(s), project coordinator(s)
Mentoring-Coaching	Academic coaching/mentoring- Train the teacher, extend out Saturday middle school programs to include SCTA students	Fall 2016 Spring 2017	Project Coordinator, Counselors, FC students,
Professional Development			
Industry sector skills analysis	Soft skills workshops, handbook, career discussions and assessment tools in the classroom or remote learning, dialogue and explanation/definitions and words into action	Fall 2016 Spring 2017	Project Director, Counselor, staff
Professional development for faculty and K-12	Externships with community, educational, and business partners, workshops, standards and emerging and innovative trends	Fall 2016 Spring 2017	Project Coordinator, counselor(s) staff
Pre-service teachers (students on pathway) professional development/	Teach to Learn, Support 1 st year of SCTA membership –CSUF Summer STEM Academy, conference attendance, networking events, NGSS or common core type training opportunities made	Fall 2016 Spring 2017	Staff, Project Director, Counselor(s), partners
Advisory group participation	OC EPIC meetings with Business & Community partners- sharing of resources and opportunities for Careers in Education students	Fall 2016 Spring 2017	Project partners ,Staff, Counselors, Directors

5.6 (5)

Orange County Teacher Pathway Partnership – Activities Plan – Program Year 2016-2017

High School District: Fullerton Joint Union High School District, Anaheim Unified School District, Local Feeders

Requirement	Activities to meet requirement	Program year 2016-2017	Person(s) responsible
Instruction:			
Integrated Academic and Career-based courses	Math/English assessments to determine placement in FC courses	Spring 2016	Counselors, Staff
	SCTA Careers in Education students – tutoring Math and other subjects for college preparation, skill building; academic coaching and support at Feeder High Schools(Fullerton, Anaheim and extend invite to Placentia Yorba Linda	Fall 2016 Spring 2017	Project Coordinators Counselor(s),Staff, Faculty, K-12 Instructors, Counselors
	COUN 144 , 151 or 50 to be offered at feeder High Schools- extend to additional students	Spring 2017	Counselor(s), faculty, Staff
Soft skills contextualized in CTE	(2) Ten Commandments for parents workshops- presentations to take place in unison with K-12 outreach taking place at local libraries-40 students	Fall 2016 Spring 2017	Fullerton Collaborative Project Coordinators
Dual enrollment-Articulated courses at Feeder Schools/Non FC campus	Counseling 141 or 50 and CDES 120 Will help build cohort and assist with Careers in Education Pathway	Spring 2017	Counselor(s), Staff, Faculty
Work-based learning , internship, externships, job-shadowing and volunteer opportunities	High School students enrolled in Careers with Children, Principals of Teaching and Learning, Child Development- (working with children or in a school setting) 30-60 students jointly at feeder High schools	Fall 2016 Spring 2017	Project Director, Project Coordinators Counselor(s), Staff
Paid or unpaid internships, employment opportunities	Students at Feeder High Schools-starting own Teacher Clubs on campus	Summer 2016 Fall 2016 Spring 2017	Counselor Project Coordinators Project Tomorrow

5.6 (6)

Exhibit A-2

Requirement	Activities to meet requirement	Program year 2016-2017	Person(s) responsible
Support services, career exploration planning, field trips, campus visits	College orientation, specialized college counseling to prepare for transition to FC, career development, Mini Conference “ How to become a teacher and other relevant topics, guest speakers, campus workshops 40-100	Fall 2016 Spring 2017	Project Director, Project Coordinators Counselors Staff, faculty, Industry Experts
Transition Services	Dual enrollment and or articulations between colleges, and programs CDES 120, Counseling 50/141/144 30-70 Students	Spring 2016	CDES Faculty, Counselor, Project Director
Mentoring-Tutoring	Academic mentoring/coaching, train the teacher combined with Saturday school programs and middle school outreach	Fall 2016 Spring 2017	SCTA, Counselor, Project Director, Staff
Industry sector skills analysis-	Soft skills workshops, guest speakers , presentations- Mini conference-Google, Technology and common core, career development 30-60 students	Fall 2016 Spring 2017	Project Director, Counselor, Project Coordinators, Staff, Faculty
Pre-service teachers (students on pathway) professional development/enrichment	Teach to Learn-CSUF residential, Saturday school programs, build bridges between SCTA and students to prepare for FC, support Project Tomorrow participation Provide professional development opportunities to K-12 instructors, counselors, staff 30-40 students	Fall 2016 Spring 2017	Counselor(s) Staff Project Tomorrow Partners
Advisory group participation	OC Epic Meetings with Business and Community partners-sharing of resources and opportunities for students	Fall 2016 Spring 2017	Project Partners, OC Epic

5.6 (7)

**Form K: California Career Pathways Trust
2016-17 Budget Narrative (Year 3)
Partner: Fullerton College**

Expenditures Code	Original	Revised	Sources of Local		Budget Item Totals
	Career Pathways Program (Dollar Value)	Career Pathways Program (Dollar Value)	District Match	Business/Community Match	
1000 - Certificate Salaries					
♦ Part time counselors (2) Work directly with pathway and Career in Education students at high school sites, jr. high sites, at FC, will build cohort(s), counsel students, create Ed Plans, do outreach, teach counseling classes and assist with development of resources, experiential opportunities, Dual enrollment/articulations	60,000	60,000	13,800		73,800
♦ Course Instruction, dual enrollment/articulations of 1 -4 unit classes at FC and High Schools in local and surrounding area feeders Bridge, Boot camps and School sites	20,500	20,500			20,500
Subtotal - Certificated Salaries	80,500	80,500	13,800	-	94,300
2000 - Classified Salaries					
♦ Project Lead: Director, Grants, Economic / Workforce Development	72,000	72,000			72,000
♦ Administrative Assistant I/II (EIS partial)	43,372	43,372	12,200	2,000	57,572
♦ Project Coordinators, Professional Experts –Outreach to feeder High Schools and Middle Schools, partner on campus’ to assist with recruiting CIE students, facilitate field trips, workshops, professional development conferences events	40,000	40,000			40,000
♦ Supplemental Instruction for sections of CDES course(s)	10,000	10,000			10,000
♦ TEA/Student Assistants (1-2) 20-26 hrs/week	10,000	10,000			10,000
♦ Student Academic Tutor(s), Careers in Education Liaisons to feeder schools, assist with outreach to -K-12, FC, afterschool and attendance recovery programs . partial EIS	5,500	5,500	-	5,000	10,500
Subtotal - Classified Salaries	180,872	180,872	12,200	7,000	200,072
3000 - Employee Benefits					
♦ Fringe benefits are being paid at the official NOCCCD percentage/daily rate	57,238	57,238	3,120		60,358
Subtotal - Employee Benefits	57,238	57,238	3,120	-	60,358
4000 - Books and Supplies					
♦ General operating cost- office supplies, copy paper, books, folders, cartridges, book store purchases, resources for CD, instructional materials partial match E.I.S.vr.3	5,700	5,700	1,000	3,000	9,700
Subtotal - Books and Supplies	5,700	5,700	1,000	3,000	9,700
5000 - Services and Other Operating Expenditures (other than travel)					
♦ Shared copier lease: match E.I.S.	4,500	4,500	1,850	4,400	10,750
♦ Reproduction/printing/publications –outreach handouts, fliers, rack cards, brochures, display information, banners, posters, information cards; campus resource center informational items. Partial match E.I.S.	3,000	3,000		1,000	4,000
♦ Mini Conference at FC-K-12 emphasis with some FC overlap, training, guest speakers, workshops, facilitation rooms, supplies, parking, other services	5,828	5,828		1,000	6,828

**Form K: California Career Pathways Trust
2016-17 Budget Narrative (Year 3)
Partner: Fullerton College**

Expenditures Code	Original	Revised	Sources of Local		Budget Item Totals
	Career Pathways Program (Dollar Value)	Career Pathways Program (Dollar Value)	District Match	Business/Community Match	
♦ Fullerton Collaborative -2 targeted to parents 10 commandments/ workshops in community of feeder schools (library outreach)	5,000	5,000			5,000
Subtotal - Services & Other Operating Expenditures	18,328	18,328	1,850	6,400	26,578
5200 - Travel and Conferences					
♦ Local Mileage for staff, faculty (\$0.56/mile) outreach, presentations, workshops, meetings (average of 3,000 miles per year); Travel to local/regional/state workshops; bus transportation for schools to attend workshops, field trips, conferences, events, training, programs	7,000	7,000			7,000
♦ In State/Out of State (special permission required) for staff/faculty to local, regional, state, national conferences for professional development, workshop presentations, resources, partner project information, memberships for professional, support of experiential/opportunities for student organizations, CCAOE, CCPT Leadership conference, CPA, National Association of Community Colleges (NACCTEP), and CLP. Some match EIS	10,000	10,000		3,000	13,000
Subtotal - Travel and Conferences	17,000	17,000	-	3,000	20,000
7000 - Indirect Charges (CDE approved rates apply)					
♦ Indirect Costs (4%) (excluded services contracts)	14,386	14,386	1,279	-	15,665
Subtotal - Indirect Charges	14,386	14,386	1,279	-	15,665
TOTALS	374,024	374,024	33,249	19,400	426,673

**SECOND AMENDMENT TO AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
GARDEN GROVE UNIFIED SCHOOL DISTRICT**

This second amendment (hereinafter “Amendment”) is entered into on this 12th day of September 2016, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Garden Grove Unified School District (hereinafter “SUBCONTRACTOR”) to amend that certain Agreement #DO-12-2501-03 dated November 17, 2014, and the First Amendment #DO-12-2501-03.01 dated August 17, 2015, between the parties with a term of July 1, 2014 through June 30, 2016, (hereinafter “Term”). 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 “California Career Pathways Trust,” Prime Award #14-25239-6668-00 (hereinafter “Grant”) from the California Department of Education (hereinafter “PRIME SPONSOR”). The purpose of the Grant is to develop and provide an articulated Careers in Education pathway to postsecondary education aligned with regional economic sectors and establish career pathway programs that connect businesses, K–12 schools, and community colleges to better prepare students for the 21st century workplace and provide real-world experience and hands-on learning for students;

WHEREAS, funding was awarded to the Orange County Teacher Pathway Partnership (hereinafter “OC TPP”) program for a regional consortium including community colleges, a California State University, K-12 school districts, non-profit and community partners, WIBs, and business partners;

WHEREAS, RSCCD will serve as the Fiscal Agent for the State funds received under this Grant;

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

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

NOW, THEREFORE it is mutually agreed by the Parties to amend the following:

Statement of Work will be amended as follows:

1. Statement of Work

SUBCONTRACTOR agrees to perform the work described in the Scope of Work (**Exhibit A-2**) and in the Grant Application (*Exhibit B*), which by reference are incorporated into this Agreement.

Period of Performance will be amended as follows:

2. Period of Performance

The Term for this Agreement of July 1, 2014, through June 30, 2016, **shall be extended to June 30, 2017**, for the Grant year 3 (fiscal year 2016/2017). NOTE: The entire term of the Grant is for five years from July 1, 2014 - June 30, 2019, with Grant funds available for four years, from July

1, 2014 - June 30, 2018 and a Grant sustainability cycle of July 1, 2018 - June 30, 2019. RSCCD will develop amendments to the Agreement on an annual basis, rather than for the entire Term.

Total Cost will be amended as follows:

3. Total Cost

The total cost to RSCCD for the Term of this Agreement shall be **\$59,208.00** USD in accordance with the Budget and Budget Narrative for the Grant year 3 (fiscal year 2016/2017) (**Exhibit C-2**), which by this reference is incorporated into this Agreement.

Matching Cost will be amendment as follows:

4. Matching Cost

SUBCONTRACTOR agrees to provide match commitment funds of **\$94,309.00** USD as detailed in the Budget and Budget Narrative for the Grant year 3 (fiscal year 2016/2017) (**Exhibit C-2**) for the Term of this Agreement (refer to "Period of Performance").

Time Extensions will be amended as follows:

9. Time Extensions

As the full term of the Grant is from July 1, 2014 through June 30, 2019, and amendments to the Agreement will be developed on an annual basis for the entire term of the Grant, extensions will be addressed through annual modifications to the Agreement, including revised Scope of Works, Budgets and Budget Narratives, to extend the term and increase the total costs for work to be performed in the new project year. NOTE: As Grant funds are only available from July 1, 2014 - June 30, 2018, time extensions for use of Grant funds will be possible up to but not beyond June 30, 2018, and require approval by RSCCD.

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

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

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: Garden Grove
Unified School District

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

95-2378800

Employer/Taxpayer Identification Number (EIN)

Orange County Teacher Pathway Partnership – Activities Plan – Program Year 2016-2017

Partner: Garden Grove Unified School District

Requirement	Activities to meet requirement	Program year 2016-17	Person(s) responsible
Instruction:			
Integrated Academic and Career-based courses	Implement the integrated career-based courses and education pathway at Bolsa Grande to offer students starting in the Fall 2016. Continue with the established pathway and classes at Santiago.	Fall 2016 - Spring 2017	Assistant Principal CTE Eric Padget; CTE Director Myra Clarke; SAC Faculty
Soft skills contextualized in CTE course outlines	Work with industry representatives, SAC professors, and high school CTE instructors to identify and update soft skills information for contextualizing in coursework.	Ongoing	Countywide Advisory and Articulation Meetings
Dual enrollment/early admission into aligned postsecondary career programs	Continue with efforts to bring dual enrollment class opportunities to GGUSD	Ongoing	GGUSD staff and SAC staff
Classes offered at alternative sites	Work with SAC to offer Human Development 120 and 121 at Santiago and Bolsa <ul style="list-style-type: none"> • Work with SAC staff to complete dual enrollment process • Identify, recruit, and assist GGUSD students to enroll in courses 	Fall 2016	CTE Director Director, Asst. Supt. Secondary, Site Principal, SAC staff
Experiential Learning:			
Work-based learning and job-shadowing and volunteer opportunities	Provide opportunities for GGUSD students to participate in workplace learning through the establishment and continuing of chapters of California Future Educators of America (CFEA) and connection with local/regional partners. <ul style="list-style-type: none"> • Train GGUSD teacher to serve as CFEA advisor • Recruit students into new and established CFEA chapter • Provide time and location for CFEA to meet 	Fall 2016	Director CTE, AP – CTE, Pathway Teachers, GGUSD District Personnel Staff, GGUSD Asst. Supt. Secondary Ed,

5.6 (12)

Requirement	Activities to meet requirement	Program year 2016-17	Person(s) responsible
	<ul style="list-style-type: none"> • Connect with GG Boys and Girls Club to established job-shadowing/volunteer opportunities for pathway students • Confer with GGUSD Personnel Department staff to identify WBL opportunities <p>Embed work-based learning into Careers in Education (CIE) and UC Child Development courses.</p> <ul style="list-style-type: none"> • Establish partnerships with local schools (Clinton Corner, Clinton Elementary, Eisenhower Elementary, et al) for placements. • Establish partnerships for Bolsa Grande H/S 		CTEp, SAC Staff
Paid or unpaid internships, employment opportunities	Plan and develop summer internship program	Spring 2017	CTEp and GGUSD CTE
Services:			
Support services, career exploration and planning, field trips, guest speakers	GGUSD will work with Project Tomorrow in the establishment of a chapter of California Future Educators of America (CFEA) at Bolsa to provide career information, guest speakers, and opportunities to learn more about teaching as a career.	Fall 2016 - Spring 2017	AP CTE/ROP CTE Director STPC
	SAC will provide a TPP Community College Counselor and Student Services Coordinator to assist students with dual enrollment process, academic advisement, post-secondary certification, degree attainment, and university transfer.	Fall 2016	Steve Bautista, SAC
	CSUF will provide in-residence STEM Summer Institute for GGUSD students to learn more about teaching as a career, prepare for university admissions, and to attend workshops by JPL/NASA designed to develop and improve skills in STEM areas.	Summer 2017	CSUF SAC STPC
	GGUSD Personnel Staff will assist/coordinate guest speakers, offer program support	Fall 2016- Spring 2017	CTE Director, GGUSD Personnel
Transition Services	GGUSD will work with SAC counselors to identify pathway seniors who will be enrolling at SAC in Fall 2017 as incoming freshmen.	Fall 2016 - Spring 2017	STPC GGUSD Site Counselors GGUSD Teachers

Requirement	Activities to meet requirement	Program year 2016-17	Person(s) responsible
	<ul style="list-style-type: none"> Identified seniors will work with SAC outreach staff and counselors to prepare for SAC Early Decision registration in May/June 2017 SAC counselors will provide orientation and advisement services to incoming freshmen and enrollment in OC TPP pathway at SAC. 		SAC Counselors
Mentoring	Provide support of the grant funded CSUF Higher Education Graduate student interns who will serve as Academic Coaches and mentors to GGUSD students.	Spring 2017	STPC CSUF
Professional Development:			
Industry sector skills analysis	Identify and send representative(s) to attend meeting(s) of Industry Advisory Group - OC EPIC (Education Pathway Industry Council) or WIB that will meet to review and analyze workforce needs, hiring trends, and occupational competences (soft skills) for purposes of keeping curriculum and programming updated.	Ongoing	CTE Director AP CTE CTEp
Professional development for faculty	Provide GGUSD pathway, science, and math faculty opportunities to participate in OC TPP professional development activities including: <ul style="list-style-type: none"> Job shadows/externships in After School/Out of School time programs Workshops provided by CSUF Teacher Education faculty Workshops provided by JPL/NASA on thematic based lessons for use in science/math courses and CIE courses 	Fall 2016 – Summer 2017	CTE Director AP CTE Site Principal CTEp SAC
Pre-service teachers (students on pathway) professional development/enrichment	GGUSD students continue to become members of the established chapter of CFEA at Santiago and establish new chapter at Bolsa Grande.	Fall 2016	STPC SAC
	GGUSD students attend annual Road to Teaching Conference at Santa Ana College in Fall 2016 and CFEA Regional Conference in Spring 2017.	Fall 2016 – Spring 2017	STPC SAC GGUSD Teachers
Advisory group participation	Send GGUSD representative to participate in OC EPIC bi-annual meetings.	Fall 2016 – Spring 2017	CTE Director, AP CTE, STPC

**California Career Pathways Trust
2016-17 Budget Narrative (Year 3)
Partner: Garden Grove Unified School District**

Expenditures Code	Original	Revised	Sources of Local		Budget Item Totals
	Career Pathways Program (Dollar Value)	Career Pathways Program (Dollar Value)	District Match	Business/Community Match	
1000 - Certificate Salaries					
♦ Future Educators of America teacher stipends and hourly extra duty pay-cover second school, teacher, and extra events	1,500	5,000			5,000
♦ Salary cost for two teachers including extra duty pay for professional development, trainings, collaboration with SAC, and substitute costs to cover above events	6,711	28,657	82,800		111,457
Subtotal - Certificated Salaries	8,211	33,657	82,800	-	116,457
2000 - Classified Salaries					
♦					-
Subtotal - Classified Salaries	-	-	-	-	-
3000 - Employee Benefits					
♦ Statutory benefits for employees including STRS	997	5,551	11,509		17,060
Subtotal - Employee Benefits	997	5,551	11,509	-	17,060
4000 - Books and Supplies					
♦ Purchase supplemental classroom material and early childhood equipment; Purchase classroom set of chromebooks and cart for new school		17,646			17,646
Subtotal - Books and Supplies	-	17,646	-	-	17,646
5000 - Services and Other Operating Expenditures (other than travel)					
♦					-
Subtotal - Services & Other Operating Expenditures	-	-	-	-	-
5200 - Travel and Conferences					
♦					-
Subtotal - Travel and Conferences	-	-	-	-	-
6000 - Capital Outlays (per unit cost less than \$5,000)					
♦					-
Subtotal - Capital Outlays	-	-	-	-	-
7000 - Indirect Charges (CDE approved rates apply)					
♦ Indirect Costs (4.14%) (excluded services contracts)		2,354			2,354
Subtotal - Indirect Charges	-	2,354	-	-	2,354
TOTALS	9,208	59,208	94,309	-	153,517

**SECOND AMENDMENT TO AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
SANTA ANA UNIFIED SCHOOL DISTRICT**

This second amendment (hereinafter “Amendment”) is entered into on this 12th day of September 2016, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Santa Ana Unified School District (hereinafter “SUBCONTRACTOR”) to amend that certain Agreement #DO-12-2501-06 dated November 17, 2014, and the First Amendment #DO-12-2501-06.01 dated August 17, 2015, between the parties with a term of July 1, 2014 through June 30, 2016, (hereinafter “Term”). 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 “California Career Pathways Trust,” Prime Award #14-25239-6668-00 (hereinafter “Grant”) from the California Department of Education (hereinafter “PRIME SPONSOR”). The purpose of the Grant is to develop and provide an articulated Careers in Education pathway to postsecondary education aligned with regional economic sectors and establish career pathway programs that connect businesses, K–12 schools, and community colleges to better prepare students for the 21st century workplace and provide real-world experience and hands-on learning for students;

WHEREAS, funding was awarded to the Orange County Teacher Pathway Partnership (hereinafter “OC TPP”) program for a regional consortium including community colleges, a California State University, K-12 school districts, non-profit and community partners, WIBs, and business partners;

WHEREAS, RSCCD will serve as the Fiscal Agent for the State funds received under this Grant;

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

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

NOW, THEREFORE it is mutually agreed by the Parties to amend the following:

Statement of Work will be amended as follows:

1. Statement of Work

SUBCONTRACTOR agrees to perform the work described in the Scope of Work (**Exhibit A-2**) and in the Grant Application (*Exhibit B*), which by reference are incorporated into this Agreement.

Period of Performance will be amended as follows:

2. Period of Performance

The Term for this Agreement of July 1, 2014, through June 30, 2016, **shall be extended to June 30, 2017**, for the Grant year 3 (fiscal year 2016/2017). NOTE: The entire term of the Grant is for five years from July 1, 2014 - June 30, 2019, with Grant funds available for four years, from July

1, 2014 - June 30, 2018 and a Grant sustainability cycle of July 1, 2018 - June 30, 2019. RSCCD will develop amendments to the Agreement on an annual basis, rather than for the entire Term.

Total Cost will be amended as follows:

3. Total Cost

The total cost to RSCCD for the Term of this Agreement shall be **\$52,987.00** USD in accordance with the Budget and Budget Narrative for the Grant year 3 (fiscal year 2016/2017) (**Exhibit C-2**), which by this reference is incorporated into this Agreement.

Matching Cost will be amendment as follows:

4. Matching Cost

SUBCONTRACTOR agrees to provide match commitment funds of **\$61,450.00** USD as detailed in the Budget and Budget Narrative for the Grant year 3 (fiscal year 2016/2017) (**Exhibit C-2**) for the Term of this Agreement (refer to "Period of Performance").

Time Extensions will be amended as follows:

9. Time Extensions

As the full term of the Grant is from July 1, 2014 through June 30, 2019, and amendments to the Agreement will be developed on an annual basis for the entire term of the Grant, extensions will be addressed through annual modifications to the Agreement, including revised Scope of Works, Budgets and Budget Narratives, to extend the term and increase the total costs for work to be performed in the new project year. NOTE: As Grant funds are only available from July 1, 2014 - June 30, 2018, time extensions for use of Grant funds will be possible up to but not beyond June 30, 2018, and require approval by RSCCD.

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

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

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: Santa Ana Unified
School District

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

Board Approval Date: September 12, 2016

95-6002823
Employer/Taxpayer Identification Number (EIN)

OC TPP Activities Plan – Program Year 2016-2017

Partner: Santa Ana Unified School District

Requirement	Activities to meet requirement	Program year 2016-2017	Person(s) responsible
Instruction:			
Integrated Academic and Career-based courses	Implement the integrated career-based courses and establish pathway to offer SAUSD students starting in the Fall 2016: <ul style="list-style-type: none"> • Expand recruitment offerings to full student body. • Ensure courses being taught align with articulation agreements signed last year. • Secure new articulation agreements for 2016-17. • Continue to modify TEACH Academy curriculum to meet new articulation standards 	September 2016	James Oveson Gary Rodebaugh Nathan Goodrich
	TEACH Academy teachers will continue to offer integrated coursework for students in their Language Arts, Mathematics, Social Science and vocational courses. <ul style="list-style-type: none"> - Faculty meet, plan, and align curriculum and integration of CIE coursework (Summit) - Identify dates and faculty for the purposes of expanding integrated curriculum. 	September 2016-June 2017	James Oveson Gary Rodebaugh Jeanne Rodebaugh Justin Thomas Nathan Goodrich Chuck Lawhon Jennifer Yaeger Brad Swan
Soft skills contextualized in CTE	Work with industry representatives, SAC professors, and high school CTE instructors to identify, develop, and update soft skills information for contextualizing in coursework.	Sept. 2016- June 2017	James Oveson Gary Rodebaugh Steve Bautista
Dual enrollment/early admission into aligned postsecondary career programs	Recruit students for after school courses (HD 120 and 121.) Complete paperwork necessary for dual enrollment for Child Development taken as part of the TEACH academy during the senior year.	September 2016 (Fall) January 2017 (Spring)	James Oveson Steve Bautista Chuck Lawhon Mireya Vazquez
Classed offered at alternative sites	Work with SAC to offer Human Development 120 and 121 at identified high school site in 2015-2016. <ul style="list-style-type: none"> • Identify campus location and room to provide instruction • Work with SAC staff to complete dual enrollment process • Identify, recruit, and assist SAUSD students to enroll in courses 	September 2016	James Oveson Steve Bautista Michael Parra Chuck Lawhon Myrtice Rowe
Experiential Learning:			

5.6 (18)

<p>Work-based learning and job-shadowing and volunteer opportunities</p>	<p>In year 3, SAUSD students will become educated on career pathways and specific occupations in Education, provide service, learn leadership traits, etc, through the establishment of a chapter of Educator’s Rising of California.</p> <ul style="list-style-type: none"> • Expand role of SAUSD teacher to serve as Educator’s Rising advisor • Recruit students into established chapter • Provide time and location for CFEA to meet on a weekly basis <p>Embed work-based learning into Careers in Education (CIE) and UC Child Development courses planned for 2016-17.</p> <ul style="list-style-type: none"> • Establish partnerships with local schools to provide student placements. 	<p>September 2016 – January 2017</p>	<p>James Oveson Gary Rodebaugh</p>
<p>Paid or unpaid internships, employment opportunities</p>	<p>Continue to work with Engage 360, Discovery Science Center, Madison Elementary school, and Bishop Manor tutoring center as field placements for TEACH students.</p> <ul style="list-style-type: none"> - Provide selected students with completion awards for work-readiness employment program through Project Tomorrow. 	<p>September 2016 – June 2017</p>	<p>James Oveson Vince Avila Greg Nicholson</p>
<p>Services:</p>			
<p>Support services, career exploration and planning, field trips, guest speakers</p>	<p>SAUSD will work with Project Tomorrow in the evolvement of a chapter of Educator’s Rising to provide career information, guest speakers, and opportunities’ to learn more about teaching as a career.</p>	<p>September 2016 – January 2017</p>	<p>James Oveson Gary Rodebaugh Greg Nicholson</p>
	<p>SAC will provide a TPP Community College Counselor and Student Services Coordinator to assist students with dual enrollment process, academic advisement on how pathway courses fit into post-secondary certification, degree attainment, and university transfer.</p>	<p>April 2017</p>	<p>Steve Bautista Kerry Everett</p>
	<p>CSUF will provide in-residence STEM Summer Institute for SAUSD students to learn more about teaching as a career, preparation for university admissions, and to attend workshops by JPL/NASA designed to develop and improve skills in STEM areas.</p>	<p>June 2016 – August 2016</p>	<p>CSUF Staff</p>
	<p>TEACH Academy will hire 19.5 hour/week activities director to assist with coordination and implementation of OC TPP activities including collection and reporting of data, providing IT support, production of recruitment and program literature, processing supply orders, and support for coordination of field trips and professional development.</p>	<p>August 2016</p>	<p>James Oveson</p>
	<p>Once courses are offered, provide support to students by purchasing textbooks for Dual enrolled classes.</p>	<p>August - September 2016</p>	<p>Steve Bautista James Oveson</p>

5.6 (19)

Transition Services	SAUSD will work with SAC counselors to identify pathway seniors who will be enrolling at SAC in Fall 2015 as incoming freshmen. <ul style="list-style-type: none"> Identified seniors will work with SAC outreach staff and counselors to prepare for SAC Early Decision registration in May/June 2016 SAC counselors will provide orientation and advisement services to incoming freshmen and enrollment in OC TPP pathway at SAC. 	August 2016 – September 2017	James Oveson Steve Bautista
Mentoring	Provide support of the grant funded CSUF Higher Education Graduate student intern who will serve as Academic Coach and mentor to SAUSD pathway students.	September 2016 – June 2017	James Oveson
	Coordinate and hire tutor leads for student internships at Madison Elementary School. Coordinate student internships with the Engage 360 internships.	August 2016 – June 2017	James Oveson Vince Avila
Professional Development:			
Industry sector skills analysis	Identify and send SAUSD representative(s) to attend meeting(s) of Industry Advisory Group - OC EPIC (Education Pathway Industry Council) that will meet to review and analyze workforce needs, hiring trends, and occupational competences (soft skills) for purposes of keeping curriculum and programming updated.	September 2016	James Oveson Don Isbel
Professional development for faculty	Identify SAUSD pathway faculty, science and math faculty to participate in OC TPP professional development activities including: <ul style="list-style-type: none"> Job shadows/externships in After School/Out of School time programs Workshops provided by CSUF Teacher Education faculty Workshops provided by JPL/NASA on thematic based lessons for use in science/math courses and CIE courses TEACH Academy faculty will engage in local professional development aimed at strengthening collaboration and communication within Academy. 	September 2016 – June 2017	James Oveson Mark Elway Jennifer Yaeger Chuck Lawhon Justin Thomas
Pre-service teachers (students on pathway) professional development/enrichment	SAUSD students to become members of the established chapter of Educator’s Rising.	September 2016 – January 2017	James Oveson Gary Rodebaugh
	SAUSD students attend annual Road to Teaching Conference at Santa Ana College in Fall and CFEA Regional Conference in Spring.	November 2016 and May 2017	James Oveson
Advisory group participation	Send SAUSD representative to participate in OC EPIC bi-annual meetings.	September 2016 – June 2017	Don Isbel James Oveson

5.6 (20)

**Form K: California Career Pathways Trust
2016/17 Budget Narrative (Year 3)
SAUSD / TEACH Academy, Century High School**

Expenditures Code	Career Pathways Program (Dollar Value)	(Cash or In-Kind)		Budget Item Totals
		District Match	Business/Community Match	
1000 - Certificate Salaries				
Site coordinator pay at 2-3 hours per week paid at Factor B	\$5000	\$4500		\$9500
Subs for planning summits for pathway teachers (10 teachers x \$125/sub)	\$1250			\$1250
Tutoring / Internship costs for Tutor Leads (4 days/week) and planning days paid at Factor B	\$6240			\$6240
Factor B costs for program planning, curriculum development, and creating articulation agreements for 10 Pathway teachers x 12 hours each x Factor B (\$39)	\$4680	\$2500		\$7180
2 days of professional development for Pathway teachers (10 teachers x 2 days x \$125/sub)	\$2500			\$2500
Subtotal - Certificated Salaries	\$19,670	\$7000		\$26,670
2000 - Classified Salaries				
Administrative Assistant at \$13/hour x 19.5 hours/week for 10 months	\$10,140			
Subtotal - Classified Salaries	\$10,140			\$10,140
3000 - Employee Benefits				
Benefit costs associated with certificated and classified staff pay	\$8597	\$1250		\$9847
Subtotal - Employee Benefits	\$8597	\$1250		\$9847
4000 - Books and Supplies				
Supplemental book purchases to replace student texts for Human Development course, and articulated Future Teacher Courses	\$4000	\$10,500		\$14,500
Technology purchases to keep Chrome Books used in Future Teacher courses current and accompanying site licenses.	\$3000	\$4500		\$7500
Teacher requested materials to enhance education courses including supplementary texts, videos, and curriculum.	\$2500	\$6000		\$8500
Academy Orientation Day and Academy Awards events		\$2000		\$2000
Subtotal - Books and Supplies	\$9,500	\$23,000		\$22,000
5000 - Services and Other Operating Expenditures (other than travel)				
Professional development costs for presenters fees to further develop integrated curriculum across disciplines.	\$2580			\$2580
Field trips to various universities and teacher development sites		\$1200		\$1200
Social Services Agency reading room for PALS program			\$2500	\$2500
Basket scholarship donations			\$1200	\$1200
Field trips and advisory meeting hosted by community partners			\$7000	\$7000

**Form K: California Career Pathways Trust
2016/17 Budget Narrative (Year 3)
SAUSD / TEACH Academy, Century High School**

Expenditures Code	Career Pathways Program (Dollar Value)	(Cash or In-Kind)		Budget Item Totals
		District Match	Business/Community Match	
Internship completion awards			\$14,000	\$14,000
Subtotal - Services & Other Operating Expenditures	\$2580	\$1200	\$24,700	\$25,480
5200 - Travel and Conferences				
Travel to professional development conferences, and lodging	\$2500	\$3000		\$5500
Subtotal - Travel and Conferences	\$2500	\$3000		\$2500
7000 – Indirect Charges (CDE approved rates apply)				
Indirect costs (4%)		1,300		
Subtotal - Indirect Charges		1,300		
TOTALs	\$52,987	\$36,750	\$24,700	\$114,437

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: September 12, 2016
Re: Approval of Third Amendments to Sub-Agreements between RSCCD and California State University Fullerton, Orange Unified School District, and Project Tomorrow for the California Career Pathways Trust Grant – Year 3	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District, on behalf of Santiago Canyon College, received a California Career Pathways Trust grant award from the California Department of Education for the Orange County Teacher Pathway Partnership (OC TPP) project. The partnership includes community colleges, a California State University, K-12 school districts, non-profit and community partners, WIBs, and business partners. The OC TPP will develop articulated pathways to postsecondary education and establish connections among businesses, K–12 schools, and community colleges to better prepare students for the 21st century workplace and provide real-world experience and hands-on learning. Students will build skills in an integrated, standards-based academic and career-relevant sequenced curriculum, be able to earn certificates and state-approved licenses for early entrance into employment as paraprofessionals, and will be in pathways that culminate in a post-baccalaureate teaching credential. The grant award is \$6 million and the grant term is July 1, 2014 through June 30, 2019 (five-year project cycle).

The project administrator is Ruth Babeshoff and the project director is Janis Perry.

ANALYSIS

The enclosed amendments to the agreements represent the third year of funding for this project to amend the performance period of July 1, 2014 through September 30, 2016, to be extended to June 30, 2017 and to increase the award amount for each partner as listed below:

<u>Sub-Contractor</u>	<u>Amendment No.</u>	<u>Grant Funds</u>	<u>In-Kind Match</u>
CSU Fullerton	DO-14-2501-01.03	\$253,261.00	\$0
Orange USD	DO-14-2501-04.03	\$157,105.28	\$122,184.00
Project Tomorrow	DO-14-2501-05.03	\$149,600.00	\$190,190.00

RECOMMENDATION

It is recommended that the Board approve the third amendments to the 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: \$559,966.28 (grant-funded)	Board Date: September 12, 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	

**THIRD AMENDMENT TO AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
CSU FULLERTON AUXILIARY SERVICES CORPORATION**

This third amendment (hereinafter “Amendment”) is entered into on this 12th day of September 2016, between Rancho Santiago Community College District (hereinafter “RSCCD”) and CSU Fullerton Auxiliary Services Corporation (hereinafter “SUBCONTRACTOR”) to amend that certain Agreement #DO-12-2501-01 dated December 8, 2014, the First Amendment #DO-12-2501-01.01 dated August 17, 2015, and the Second Amendment #DO-12-2501-01.02 dated September 12, 2016, between the parties with a term of July 1, 2014 through September 30, 2016 (hereinafter “Term”). 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 “California Career Pathways Trust,” Prime Award #14-25239-6668-00 (hereinafter “Grant”) from the California Department of Education (hereinafter “PRIME SPONSOR”). The purpose of the Grant is to develop and provide an articulated Careers in Education pathway to postsecondary education aligned with regional economic sectors and establish career pathway programs that connect businesses, K–12 schools, and community colleges to better prepare students for the 21st century workplace and provide real-world experience and hands-on learning for students;

WHEREAS, funding was awarded to the Orange County Teacher Pathway Partnership (hereinafter “OC TPP”) program for a regional consortium including community colleges, a California State University, K-12 school districts, non-profit and community partners, WIBs, and business partners;

WHEREAS, RSCCD will serve as the Fiscal Agent for the State funds received under this Grant;

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

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

NOW, THEREFORE it is mutually agreed by the Parties to amend the following:

Statement of Work will be amended as follows:

1. Statement of Work

SUBCONTRACTOR agrees to perform the work described in the Scope of Work (**Exhibit A-2**) and in the Grant Application (*Exhibit B*), which by reference are incorporated into this Agreement.

Period of Performance will be amended as follows:

2. Period of Performance

The Term for this Agreement of July 1, 2014, through September 30, 2016, **shall be extended to June 30, 2017**, for the Grant year 3 (fiscal year 2016/2017). NOTE: The entire term of the Grant is for five years from July 1, 2014 - June 30, 2019, with Grant funds available for four years, from July 1, 2014 - June 30, 2018 and a Grant sustainability cycle of July 1, 2018 - June 30, 2019. RSCCD will develop amendments to the Agreement on an annual basis, rather than for the entire Term.

Total Cost will be amended as follows:

3. Total Cost

The total cost to RSCCD for the Term of this Agreement shall be **\$253,261.00** USD in accordance with the Budget and Budget Narrative for the Grant year 3 (fiscal year 2016/2017) (**Exhibit C-2**), which by this reference is incorporated into this Agreement.

Time Extensions will be amended as follows:

9. Time Extensions

As the full term of the Grant is from July 1, 2014 through June 30, 2019, and amendments to the Agreement will be developed on an annual basis for the entire term of the Grant, extensions will be addressed through annual modifications to the Agreement, including revised Scope of Works, Budgets and Budget Narratives, to extend the term and increase the total costs for work to be performed in the new project year. NOTE: As Grant funds are only available from July 1, 2014 - June 30, 2018, time extensions for use of Grant funds will be possible up to but not beyond June 30, 2018, and require approval by RSCCD.

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

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

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: CSU Fullerton
Auxiliary Services Corporation

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

Board Approval Date: September 12, 2016

95-2081258
Employer/Taxpayer Identification Number (EIN)

Orange County Teacher Pathway Partnership – Activities Plan - Program Year 2016-2017

Partner: California State University, Fullerton

Requirement	Activities to meet requirement	Program year 2016-2017	Person(s) responsible
Instruction:			
Integrated Academic and Career-based courses	N/A		
Soft skills contextualized in CTE	N/A		
Dual enrollment/early admission into aligned postsecondary career programs	Offer/Enroll students in a CSU/community college jointly credited class focused on science teacher education during the Summer STEM Institute	April '17 –May '17	PI, Project Specialist
Classed offered at alternative sites	Offer/Enroll students in a CSU/community college jointly credited class focused on science teacher education during the Summer STEM Institute on campus at CSUF	May '17 -July '17	Project Specialist
Experiential Learning:			
Work-based learning and job-shadowing and volunteer opportunities	Summer STEM Institute students will engage in experiential learning, teaching elementary aged students in after-school programs during the 7-week Summer STEM Institute.	June '17 – July '17	Project Specialist, City of Fullerton Parks & Recreation, Anaheim Achieves
	Summer STEM Residential Institute students will engage in experiential learning, teaching a basic science lesson to elementary aged students from local after-school programs during their residence at CSUF.	August '17	Project Specialist, City of Fullerton Parks & Recreation, Anaheim Achieves
	Students from STEM Institute and Residential Institute will informally , through social media, be invited to on and off campus volunteer opportunities in an effort to continue to enrich their experience working with students	Ongoing October '16- August '17	Project Specialist, GAs
	Transfer Students at Cal State Fullerton will be encouraged to participate in experiential learning opportunities through internships and volunteer work	Ongoing October '16 – August '17	PI, project Specialist, GA

5.7 (4)

Requirement	Activities to meet requirement	Program year 2016-2017	Person(s) responsible
Paid or unpaid internships, employment opportunities	<p>Graduate Students in the College of Education will serve as paid interns in a leadership & support services role including the following:</p> <ul style="list-style-type: none"> • Assist Project Specialist to recruit students into Summer STEM Institute and Summer STEM Residential Institute • Group advising and educational programming/interventions of high school and community college participants in OC TPP program • Weekly individual/group advising of OC TPP students at assigned community college • Preparation and administrative work involved in case management work of high school and community college students at assigned community college site and at CSUF as necessary • Supervision and committee work in collaboration with staff at the community college and CSUF staff • Supervision of Summer STEM Institute students in after-school sites 	October '16-August '17	PI, Project Specialist
Services:			
Support services, career exploration and planning, field trips, guest speakers	Graduate students will provide group advising and educational programming/interventions for high school and community college participants in OC TPP program.	October '16-August '17	PI, Project Specialist
	Available counseling, career exploration and student support services such as tutoring available to students participating in the Summer STEM Institute and Summer STEM Residential Institute Same level of support will be available on CSUF campus for transitioning students	June '16-August '17	Project Specialist, GAs, SCC Counselor
	Weekly individual/group advising of OC TPP students at assigned community college	October '16-August '17	GAs
	Opportunity to attend a fieldtrip to JPL/NASA for STEM Institute students will be offered to all students	July '17	Project Specialist,

5.7 (5)

Requirement	Activities to meet requirement	Program year 2016-2017	Person(s) responsible
			JPL/NASA Educator
	Guest Speakers invited for STEM Institute and Residential Institute orientations/closing ceremony	May '16-August '17	Aimee Nelson, Interim Director of Careers in Teaching in the College of Education at CSUF
Transition Services	<p>Available Advising/Group Presentations/Workshops/Conferences/Brown Bag Discussion-Meetings/Networking opportunities for TPP transferred students</p> <p>Will provide memberships to CTA for students transitioned to CSUF</p> <p>Will this year, plan two field trips for TPP students transferred over to CSUF. Possible destinations include Museum of Tolerance / Simon Weisenthal Museum</p>	October '16-September '17	IP, Project Specialist, GAs
Mentoring	Build a mentoring plan with Center for Careers in Teaching	October '16-September '17	
Professional Development:			
Industry sector skills analysis	N/A		
Pre-service teachers (students on pathway) professional development/enrichment	<p>STEM Summer Institute. The program will incorporate 5 key elements/activities, where CSUF will:</p> <ul style="list-style-type: none"> • Offer/Enroll students in a CSU/community college jointly credited class focused on science teacher education. • Offer participants in STEM activity trainings via JPL/NASA education program leading to a certificate; 	June '17-July 17	PI, Project Specialist, GAs; Tutors; JPL/NASA educator, City of Fullerton Parks & Recreation, Anaheim Achieves

5.7 (6)

Requirement	Activities to meet requirement	Program year 2016-2017	Person(s) responsible
	<ul style="list-style-type: none"> • Coordinate and provide work experience in After-School programs leading to STEM activities for elementary and middle school youth at area after school employers; • Provide tutoring for student participants, • Provide learning materials in the training <p>The program will be held on the CSU Fullerton campus.</p>		
	<p>Develop the plan and begin to coordinate and recruit for the Summer STEM Residential Academy: Each year High School and/or Community College students with an interest in teaching math and science at the elementary or secondary levels will participate in a 4-day/3-night residential experience on the CSUF campus. CSUF will:</p> <ul style="list-style-type: none"> • Offer room and board to students throughout the program, and along with Residential Advisors to oversee students. • The CSUF staff will "live-in" to supervise and engage students as they build a community of learners. A graduate and/or undergraduate staff of five Resident Assistants (upper division STEM majors who participate in the CSUF program) will serve as peer mentors and operations staff. • Offer an activity-based instructional program for each full day of the program. • Offer participants in STEM activity trainings via CSUF faculty and JPL/NASA education program leading to a certificate; • Provide learning materials in the training. 	<p>June '17-August '17</p>	<p>Project Specialist, GAs</p>

5.7 (7)

Exhibit A-2

Requirement	Activities to meet requirement	Program year 2016-2017	Person(s) responsible
Professional Development for faculty	<p>CSUF Faculty from the College of Education will take part in delivering training primarily to high school teachers participating in the Teacher Pathway Program. The training themes are lessons in planning, instructional strategies, and assessments. In addition to high school teachers, the training will be open to CTE teachers and community college instructors. There will be two trainings days each semester, beginning in the spring 2016, and then throughout the four-year funded period. Two CSUF faculty members will deliver the trainings at a selected participant school site, in a one-day, all-day session.</p>	<p>May '17 June '17</p>	<p>PI, Project Specialist, Two CSUF Faculty</p>
Advisory group participation	<p>Participate in bi-annual meetings as part of the OC EPIC</p>	<p>October '16 – August '17</p>	<p>PI, Project Specialist</p>

Orange County Teacher Pathways Program (OCTPP)
Cost Estimate for Jan 2016 to June 2018 [Years 2, 3 and 4]
Subcontractor: California State University, Fullerton

Year 2 Carryover: 70,473.50

Year 3 Award Amount: 253,261.00

Blue Highlight = Actual Posted to Grant	Jan - June 2016 Total Budget	Y2 Carrover
Red Highlight = Encumbered	253,261.00	70,473.50

Available 2016-2017: 323,734.50

Budget Allocated by Activity
Summer 2016 Programs

Cost Item	Year 2 Jan - June 2016 Revised 5/18/16	Year 2	Year 3		2016-2017 Year Total Budget	Budget Allocated by Activity		
			July - Dec 2016 Revised 5/18/16	Jan - June 2017		STEM Summer Institute	Summer STEM Academy / Camp Week (CC/HS)	TOTAL ANNUAL BUDGET
1000 SALARIES								
1 Choi, D. - Release (Fall 2015) ACTUAL posted 3/9/16	9,483.00							
Choi, D. - Release (Winter 2016) ENCUMBERED	7,425.00							
2 Choi, D. - Release (4 units per semester)	12,641.00		12,641.00	12,641.00				
3 Choi, D. - 50% effort (6 weeks summer) (2 weeks Jan)	3,347.00		3,347.00	4,463.00		3,347.00	3,347.00	6,694.00
Choi, D. Subtotal	32,896.00	32,896.00	15,988.00	17,104.00	33,092.00	3,347.00	3,347.00	6,694.00
4 Linton, A. - Fall \$1,000; Spring \$3,557; Summer \$3,557	7,114.00		1,000.00	7,114.00				
5 Summer Institute instructors (nonacademic) (3 X \$10,000) 1/2 paid in June & Aug	15,000.00		15,000.00	15,000.00		30,000.00		30,000.00
6 STEM Academy instructors (nonacademic) (5 X \$2,000) paid in Aug 2016			10,000.00				10,000.00	10,000.00
7 Residential Main Instructors (CSUF faculty)(2 X \$3,000) paid Aug '16			6,000.00				6,000.00	6,000.00
8 Professional development specialists (2 X \$1,000 X 2 semester) External Consultants?	2,000.00		2,000.00	2,000.00				
9 Project Coordinator (Lupe M.) Actual thru 5/7/16	9,930.00							
10 Project Coordinator (Adelita R.) Actual thru 5/7/16	2,256.00							
11 Project Coordinator (Jennifer Ray) Actual thru 5/7/16	1,567.00							
12 Project Coordinator (Lupe M.) Estimated to 5/31/16	1,525.00							
13 Project Coordinator (Lupe M.) (30 hours/week x \$23/hr) June: 4 wks; Jul-Aug: 5 wks; Jan17: 3 wks	2,760.00		3,450.00	4,830.00		2,760.00	3,450.00	6,210.00
14 Project Coordinator (Lupe M.) (20 hours/week x \$23/hr) Fall 2016=18 weeks			8,280.00	8,280.00				
15 Undergrad Tutors Summer (6 undergrads X 9 wks X 10/wk X \$20/hr)	4,800.00		6,000.00	4,800.00		4,800.00	6,000.00	10,800.00
16 Master Teachers (10 CSUF Students) (5 wks x 8 hrs/wk x \$15/hr)			6,000.00				6,000.00	6,000.00
17								
18 Graduate Asst.-Summer Institute (June-July 2016) (\$15/hr x 20 hrs x 5 weeks x 3 Grads)			4,500.00			4,500.00		4,500.00
19 Graduate Asst.-Residential Program (July-Aug 2016) (\$15/hr x 20 hrs x 5 weeks x 7 Grads)			10,500.00				10,500.00	10,500.00

5.7 (9)

Orange County Teacher Pathways Program (OCTPP)
 Cost Estimate for Jan 2016 to June 2018 [Years 2, 3 and 4]
 Subcontractor: California State University, Fullerton

Year 2 Carryover: 70,473.50

Year 3 Award Amount: 253,261.00

Blue Highlight = Actual Posted to Grant	Jan - June 2016 Total Budget	Y2 Carrover
Red Highlight = Encumbered	253,261.00	70,473.50

Available 2016-2017: 323,734.50

Budget Allocated by Activity
 Summer 2016 Programs

Cost Item	Year 2		Year 3			Budget Allocated by Activity		
	Year 2 Jan - June 2016 Revised 5/18/16		July - Dec 2016 Revised 5/18/16	Jan - June 2017	2016-2017 Year Total Budget	STEM Summer Institute	Summer STEM Academy / Camp Week (CC/HS)	TOTAL ANNUAL BUDGET
20 Graduate Asst. Residential R.A. Overtime (July-Aug 2016) (\$700 x 6 R.A.s)			4,200.00				4,200.00	4,200.00
21 Graduate Asst. (academic year) 3 in Y3 & 4 (17 wks/sem X 20 hrs/wk X \$15/hr)	0.00		15,300.00	15,300.00				
Sub-Total 1000 Salaries	79,848.00	79,848.00	108,218.00	74,428.00	182,646.00	45,407.00	49,497.00	94,904.00
3000 BENEFITS								
1 Choi, D. - Release (Fall 2015) ACTUAL posted 3/9/16	5,413.00							
Choi, D. - Release (Winter 2016) ENCUMBERED	108.00							
2 Choi, D. - Release (4 units per semester)	7,215.00		7,215.00	7,215.00				
3 Choi, D. - 50% effort (6 weeks summer) (2 weeks Jan)	50.00		50.00	67.00		50.00	50.00	100.00
4 Linton, A. - Spring 2016 + June	107.00		15.00	107.00				
5 Summer Institute instructors (CSUF faculty-nonacademic) (3 X\$10,000) 1/2 paid in June & Aug	225.00		225.00	225.00		450.00		450.00
6 STEM Academy instructors (CSUF faculty-nonacademic) (5 X \$2,000) paid in Aug 2016			150.00				150.00	150.00
7 Residential Main Instructors (CSUF faculty)(2 X \$3,000) paid Aug '16			90.00				90.00	
8 Professional development specialists (2 X \$1,000 per semester) External Consultants?	30.00		30.00	30.00				
9 Project Coordinator (Lupe M.) Actual thru 4/23/16	713.00							
10 Project Coordinator (Adelita R.) Actual thru 4/23/16	153.00							
11 Project Coordinator (Jennifer Ray) Actual thru 4/23/16	100.00							
12 Project Coordinator (Lupe M.) Estimated to 5/31/16	152.50							
13 Project Coordinator (Lupe M.) (30 hours/week x \$23/hr) June: 4 wks; Jul-Aug: 5 wks; Jan17: 3 wks	276.00		345.00	483.00		276.00	345.00	
14 Project Coordinator (Lupe M.) (20 hours/week x \$23/hr) Fall 2016=18 weeks			828.00					
15 Undergrad Tutors Summer (3 undergrads X 9 wks X 20/wk X \$15/hr)	480.00		600.00	480.00		480.00	600.00	

5.7 (10)

Orange County Teacher Pathways Program (OCTPP)
 Cost Estimate for Jan 2016 to June 2018 [Years 2, 3 and 4]
 Subcontractor: California State University, Fullerton

Year 2 Carryover: 70,473.50

Year 3 Award Amount: 253,261.00

Cost Item	Jan - June 2016 Total Budget	Y2 Carrover	Available 2016-2017: 323,734.50			Budget Allocated by Activity Summer 2016 Programs			
	253,261.00	70,473.50	Year 2		Year 3		STEM Summer Institute	Summer STEM Academy / Camp Week (CC/HS)	TOTAL ANNUAL BUDGET
	Year 2 Jan - June 2016 Revised 5/18/16		July - Dec 2016 Revised 5/18/16	Jan - June 2017	2016-2017 Year Total Budget				
16 Master Teachers (20 CSUF Students) (5 wks x 8 hrs/wk x \$15/hr)			600.00				600.00		
17									
18 Graduate Asst.-Summer Institute (June-July 2016) (\$15/hr x 20 hrs x 5 weeks x 3 Grads)			450.00			450.00			
19 Graduate Asst.-Residential Program (July-Aug 2016) (\$15/hr x 20 hrs x 5 weeks x 7 Grads)			1,050.00				1,050.00		
20 Graduate Asst. Residential R.A. Overtime (July-Aug 2016) (\$700 x 6 R.A.s)			420.00				420.00		
21 Graduate Asst. (academic year)(6 X 17 wks/sem X 20 hrs/wk X \$15/hr)	0.00		306.00	306.00					
Sub-Total 3000 Benefits	15,022.50	15,022.50	12,374.00	8,913.00	21,287.00	1,706.00	3,305.00	5,011.00	

5.7 (11)

Orange County Teacher Pathways Program (OCTPP)
 Cost Estimate for Jan 2016 to June 2018 [Years 2, 3 and 4]
 Subcontractor: California State University, Fullerton

Year 2 Carryover: 70,473.50

Year 3 Award Amount: 253,261.00

Cost Item	Jan - June 2016 Total Budget	Y2 Carrover	Available 2016-2017: 323,734.50			Budget Allocated by Activity Summer 2016 Programs		
	253,261.00	70,473.50	Year 2		Year 3	STEM Summer Institute	Summer STEM Academy / Camp Week (CC/HS)	TOTAL ANNUAL BUDGET
	Year 2 Jan - June 2016 Revised 5/18/16		July - Dec 2016 Revised 5/18/16	Jan - June 2017	2016-2017 Year Total Budget			
4000 Books/Supplies								
Materials charged as of 5/18/16	4,417.00							0.00
Duplication/Printing costs	1,000.00			1,000.00				0.00
Materials for camp week	4,000.00			4,000.00			4,000.00	4,000.00
STEM advising materials	500.00			500.00				0.00
STEM Academy activity costs	1,100.00			1,100.00			1,100.00	1,100.00
HS teacher prof. dev. Materials								0.00
HS teacher prof. dev. Textbooks								0.00
STEM After School Activity Materials	5,000.00			5,000.00				0.00
Summer CC Tuition (60 students X \$450/course X 1 course)	27,000.00			27,000.00			27,000.00	27,000.00
STEM Summer Inst. student textbooks (60 X \$125/student)	6,000.00			6,000.00		6,000.00		6,000.00
Sub-Total 4000 Books/Supplies	49,017.00	49,017.00	0.00	44,600.00	44,600.00	6,000.00	32,100.00	38,100.00
5000 Services, etc.								
Other Costs charged as of 5/18/16	390.00		0.00	0.00				0.00
Fullerton College participant support payments (9 X \$500)	0.00		0.00	0.00				
Summer STEM Cal Sci Ctr admission								0.00
Summer STEM TSU rental	200.00			200.00			200.00	200.00
JPL/NASA trainer (consultant)								0.00
Student participant support payments								0.00
Livescan/Fingerprinting	100.00			100.00				0.00
STEM Academy recreation	2,000.00			2,000.00			2,000.00	2,000.00
Sub-Total 5000 Services, etc.	2,690.00	2,690.00	0.00	2,300.00	2,300.00	0.00	2,200.00	2,200.00
5200 Travel								
Bus - Calif Science Center	2,500.00			2,500.00			2,500.00	2,500.00
In-residence housing & meals	15,000.00			15,000.00			15,000.00	15,000.00
Summer Institute parking permits (60 X \$153)	9,180.00			9,180.00		9,180.00		9,180.00
Participant bus passes (25 X \$50 X 2 mos.)	2,500.00			2,500.00		2,500.00		
Participant gasoline money								0.00
Sub-Total 5200 Travel	29,180.00	29,180.00	0.00	29,180.00	29,180.00	11,680.00	17,500.00	29,180.00

5.7 (12)

Orange County Teacher Pathways Program (OCTPP)
 Cost Estimate for Jan 2016 to June 2018 [Years 2, 3 and 4]
 Subcontractor: California State University, Fullerton

Year 2 Carryover: 70,473.50

Year 3 Award Amount: 253,261.00

Cost Item	Year 2		Year 3			Budget Allocated by Activity Summer 2016 Programs		
	Jan - June 2016 Total Budget	Y2 Carrover	July - Dec 2016 Revised 5/18/16	Jan - June 2017	2016-2017 Year Total Budget	STEM Summer Institute	Summer STEM Academy / Camp Week (CC/HS)	TOTAL ANNUAL BUDGET
	253,261.00	70,473.50	Available 2016-2017: 323,734.50					
TOTAL DIRECT COSTS (TDC)	175,757.50	175,757.50	120,592.00	159,421.00	280,013.00	64,793.00	104,602.00	169,395.00
7000 IDC (4% TDC)	7,030.00	7,030.00	4,824.00	6,377.00	11,201.00	2,592.00	4,184.00	6,776.00
TOTAL GRANT COSTS	182,787.50	182,787.50	125,416.00	165,798.00	291,214.00	67,385.00	108,786.00	176,171.00

**THIRD AMENDMENT TO AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
ORANGE UNIFIED SCHOOL DISTRICT**

This third amendment (hereinafter “Amendment”) is entered into on this 12th day of September 2016, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Orange Unified School District (hereinafter “SUBCONTRACTOR”) to amend that certain Agreement #DO-12-2501-04 dated October 13, 2014, the First Amendment #DO-12-2501-04.01 dated August 17, 2015, and the Second Amendment #DO-12-2501-04.02 dated September 12, 2016, between the parties with a term of July 1, 2014 through September 30, 2016 (hereinafter “Term”). 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 “California Career Pathways Trust,” Prime Award #14-25239-6668-00 (hereinafter “Grant”) from the California Department of Education (hereinafter “PRIME SPONSOR”). The purpose of the Grant is to develop and provide an articulated Careers in Education pathway to postsecondary education aligned with regional economic sectors and establish career pathway programs that connect businesses, K–12 schools, and community colleges to better prepare students for the 21st century workplace and provide real-world experience and hands-on learning for students;

WHEREAS, funding was awarded to the Orange County Teacher Pathway Partnership (hereinafter “OC TPP”) program for a regional consortium including community colleges, a California State University, K-12 school districts, non-profit and community partners, WIBs, and business partners;

WHEREAS, RSCCD will serve as the Fiscal Agent for the State funds received under this Grant;

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

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

NOW, THEREFORE it is mutually agreed by the Parties to amend the following:

Statement of Work will be amended as follows:

1. Statement of Work

SUBCONTRACTOR agrees to perform the work described in the Scope of Work (**Exhibit A-2**) and in the Grant Application (*Exhibit B*), which by reference are incorporated into this Agreement.

Period of Performance will be amended as follows:

2. Period of Performance

The Term for this Agreement of July 1, 2014, through September 30, 2016, **shall be extended to June 30, 2017**, for the Grant year 3 (fiscal year 2016/2017). NOTE: The entire term of the Grant is for five years from July 1, 2014 - June 30, 2019, with Grant funds available for four years,

from July 1, 2014 - June 30, 2018 and a Grant sustainability cycle of July 1, 2018 - June 30, 2019. RSCCD will develop amendments to the Agreement on an annual basis, rather than for the entire Term.

Total Cost will be amended as follows:

3. Total Cost

The total cost to RSCCD for the Term of this Agreement shall be **\$157,105.28** USD in accordance with the Budget and Budget Narrative for the Grant year 3 (fiscal year 2016/2017) (**Exhibit C-2**), which by this reference is incorporated into this Agreement.

Matching Cost will be amendment as follows:

4. Matching Cost

SUBCONTRACTOR agrees to provide match commitment funds of **\$122,184.00** USD as detailed in the Budget and Budget Narrative for the Grant year 3 (fiscal year 2016/2017) (**Exhibit C-2**) for the Term of this Agreement (refer to "Period of Performance").

Time Extensions will be amended as follows:

9. Time Extensions

As the full term of the Grant is from July 1, 2014 through June 30, 2019, and amendments to the Agreement will be developed on an annual basis for the entire term of the Grant, extensions will be addressed through annual modifications to the Agreement, including revised Scope of Works, Budgets and Budget Narratives, to extend the term and increase the total costs for work to be performed in the new project year. NOTE: As Grant funds are only available from July 1, 2014 - June 30, 2018, time extensions for use of Grant funds will be possible up to but not beyond June 30, 2018, and require approval by RSCCD.

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

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

SUBCONTRACTOR: Orange Unified School District

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

Board Approval Date: September 12, 2016

95-6004968

Employer/Taxpayer Identification Number (EIN)

Orange County Teacher Pathway Partnership – Activities Plan - Program Year 2016-2017

Partner: Orange Unified School District

Requirement	Activities to meet requirement	Program year 2016-2017	Person(s) responsible
Instruction:			
Integrated Academic and Career-based courses	Continue growth of Education Pathway courses	2016-2017 school year	Kathy Boyd Terri Nii HS counselors Education Pathway teachers P21 Pathway Instructional Specialist
	Continue with 2 nd year of Professional Internship- Education course- 1 section at EMHS	August 2016	Terri Nii
	Develop 2 additional Youth Teach 2 Learn-Science classes at OHS & VPHS	June/July 2016	Terri Nii Project Tomorrow Staff Education Pathway teachers
	Support Education Pathway teachers with academic support	2016-2017 school year	Terri Nii
	Attend all CTEp CAAP(Curriculum Alignment and Assessment Project) meetings to review and update Education Pathway course outlines, pacing guides and common assessments	2016-2017 school year	Terri Nii Education Pathway teachers
	Organize and facilitate <i>21st Century Precision Exam</i> assessments	2016-2017 school year	Terri Nii Education Pathway teachers
	Have Education Pathway teachers continue and grow placing of CIE students in work based learning experiences into our on-campus READ 180 classrooms	2016-2017 School Year	Terri Nii Education Pathway teachers
	OUSD will offer courses in the Education Pathway: Career Focus- Education classes at (1)EMHS, (1)OHS, (1)CHS, and (1)VPHS Careers in Education classes at (1)EMHS, (1)OHS, (1)CHS, and (1)VPHS Child Development classes at (2)EMHS, (1)OHS, (1)CHS, and (1)VPHS	2016-2017 School Year	Kathy Boyd Terri Nii 4 AP's at HS

5.7 (16)

Requirement	Activities to meet requirement	Program year 2016-2017	Person(s) responsible
	TEACH STEM-Science classes at (1)EMHS, (1) CHS (1) OHS, and (1) VPHS Professional Internship Courses at (2) EMHS		
	Recruit students (that have previously taken Human Development 120) for the Child Development 121	Spring 2017	Terri Nii Education Pathway Teachers P 21 Specialist
	Coordinate with SCC staff to Child Development 120 on the EMHS site in Fall	Summer 2016	Terri Nii Education Pathway teachers
	Coordinate with SCC staff to offer Child Development 121 on the EMHS site in Spring	Fall 2016	Terri Nii Education Pathway teachers
	Continue collaboration between Education Pathway teachers with OUSD Math and Science teachers and high school counselors to build out pathway and ensure the success of Education Pathway students	Fall 2016	Terri Nii Education Pathway teachers
	Continue conversations with HS Assistant Principals and MS & HS counselors regarding the Fall 2017 Freshman Seminar Cohorts	April 2017	Kathy Boyd Terri Nii
Soft skills contextualized in CTE	Professional Internship/CIE-support CIE teachers with soft skill resources	2016-2017 School Year	Terri Nii Education Pathway teachers
	Participate in discussions with industry representatives (OC EPIC) and high school CTE teachers to further develop and update soft skill information for contextualizing in coursework	2016-2017 School Year	Terri Nii Education Pathway teachers
	Coordinate discussions between CTE Education Pathway teachers and Project Tomorrow staff to manage 4 CTSO/Educators Rising on each high school campus	Aug.-Sept. 2016 and through the 2016-2017 School Year	Terri Nii Education Pathway teachers
Dual enrollment/early admission into aligned postsecondary career programs	Work with SCC to facilitate enrollment of students in dual enrollment of SCC course offered on the high school campus	2016-2017 School Year	Terri Nii Education Pathway teachers
	Organize and facilitate articulation meetings between SCC staff and OUSD Education Pathway teachers	2016-2017 School Year	Terri Nii Education Pathway teachers
	Assist in increasing the number of courses that are articulated with SCC for college credits to include: Careers in Education	2016-2017 School Year	Terri Nii Education Pathway teachers

5.7 (17)

Requirement	Activities to meet requirement	Program year 2016-2017	Person(s) responsible
	TEACH STEM-Science Professional Internship		
	Coordinate with SCC staff to offer Child Dev. 120 for the high school CAP students	August 2016	Terri Nii
	Coordinate with SCC staff to offer Child Development 121 for the high school CAP students	December 2016	Terri Nii
	Facilitate meetings between OUSD Math/Science teachers and SCC Math/Science teachers to review and align standards for incoming freshman in college level math and science courses	Spring 2017	Terri Nii
Classed offered at alternative sites	Work with OUSD HS counselors to grow enrollment in HD courses on SCC campus through CAP Program	2016-2017 School Year	Terri Nii Kathy Boyd Education Pathway teachers 18 HS counselors
	MS counselor facilitate Career Exploration workshops at 5 MS	2016-17 school year	
Experiential Learning:			
Work-based learning and job-shadowing and volunteer opportunities	Work with elementary principals in OUSD to continue growth of CIE work-based learning program	2016-2017 School Year	Terri Nii Education Pathway teachers
	Organize and facilitate opportunities for Education Pathway teachers to participate in externships	Summer 2017	Terri Nii Education Pathway teachers
	Work-based learning- OUSD pathway students will participate in work-based learning through the following career pathway courses: Careers in Education TEACH STEM-Science Professional Internship	2016-2017 School Year	Education Pathway teachers
	Facilitate with SCC OC TPP staff to offer the OUSD Education Pathway students an opportunity to submit student volunteer hours towards the SCC <i>President's Volunteer Service Award</i>	Spring 2017	Terri Nii Career Techs
	Coordinate the collection of OUSD Education Pathway students volunteer hours for the submission to SCC for the <i>President's Volunteer Service Award</i>	Spring 2017	CTE teachers CTE Career Techs Career Techs

5.7 (18)

Requirement	Activities to meet requirement	Program year 2016-2017	Person(s) responsible
Paid or unpaid internships, employment opportunities	Train OUSD CARES teachers to participate in working with PI interns	October 2016	Terri Nii Diane Way Kristen Ballard
	Coordinate documentation that will be used for the PI interns, such as: Timecards Evaluation sheets Notebooks for employment documents	2016-2017 School Year	Terri Nii Kristen Ballard
	Oversee the process to provide OUSD PI students with scholarships	Jan. 2017 & June 2017	Terri Nii
Services:			
Support services, career exploration and planning, field trips, guest speakers	Plan and schedule support services between SCC and OUSD Education Pathway teachers	2016-2017 School Year	Terri Nii Education Pathway teachers
	Plan and schedule guest speakers from Project Tomorrow, CSFU STEM, NASA JPL, SCC, and other professionals (e.g., California Teacher of the Year, local university teacher preparation representatives, CTA representatives, outstanding teachers from the community)	2016-2017 School Year	Terri Nii Education Pathway teachers
	Recruit students into the Education Pathway courses (career fairs, career days, etc.)	2016-2017 School Year	Terri Nii Education Pathway teachers
	Recruit OUSD HS Science teachers to participate in professional development offered through this grant (Youth Teach 2 Learn)	July 2016	Terri Nii HS AP's
	Work with college and business partners to provide additional opportunities such as mentoring, tutoring and possible employment opportunities	2016-2017 School Year	Terri Nii
	Secure guest speakers to discuss the following topics: Career Exploration Labor Market information and certificate/degree information Orientation to college , application process and placement testing information	December 2016 & May 2017	Education Pathway teachers
	Assist SCC OC TPP Student Service Coordinator to work with Education Pathway teachers with Early Welcome activities	Spring 2017	Terri Nii Education Pathway teachers

5.7 (19)

Requirement	Activities to meet requirement	Program year 2016-2017	Person(s) responsible
	Assist in identifying OUSD Education Pathway students needing additional assistance in Math & Science	2016-2017 School Year	Terri Nii Education Pathway teachers
	Coordinate study/tutoring sessions for OUSD Education Pathway students needing additional assistance in Math & Science	2016-2017 School Year	Education Pathway teachers
	Coordinate and facilitate with Project Tomorrow to support Educators Rising CTSO's on 4 high school campuses	2016-2017 School Year	Terri Nii Education Pathway teachers
	Coordinate with Project Tomorrow staff to organize a Educators Rising chapter at each of the 4 high schools	Fall 2016	Education Pathway teachers
	Facilitate the attendance of Educators Rising chapter members to attend the Educators Rising Regional Conference at SCC	Spring 2017	Terri Nii Education Pathway teachers
Transition Services	Coordinate with SCC OC TPP Student Services Coordinator to support all OUSD graduating seniors as a follow-up in these areas: Track and follow up on any seniors that have not registered for SCC, taken placement test, attend an orientation, or identified a pathway.	Spring 2017	Education Pathway teachers
	Recruit OUSD Education Pathway students and parents to attend the <i>Parent Information Night on Transition to College</i>	Oct.-Dec. 2016	Terri Nii Education Pathway teachers
Mentoring	Schedule and provide PLC meetings for Education Pathway teachers	2016-2017 School Year	Terri Nii Education Pathway teachers
	Work with SCC to develop service learning opportunities for CIE students to work in after school programs	2016-2017 School Year	Terri Nii
	Coordinate and facilitate with the SCC Student Services Coordinator to organize mentor mixers between SCC pre-service teachers and OUSD Education Pathway students	Fall 2016	Terri Nii Education Pathway teachers
Professional Development:			
Industry sector skills analysis	Attend advisory board meetings through Vital Link to maintain industry standards and identify future opportunities for Education Pathway students	2016-2017 School Year	Terri Nii Kathy Boyd
	Serve on advisory board for Education Pathway for OUSD	2016-2017 School Year	Terri Nii Education Pathway teachers
	Attend the Industry Advisory Group- OC EPIC yearly meeting to review and analyze workforce needs, hiring trends, and occupational competencies for purpose of keeping curriculum and program updated	2016-2017 School Year	Kathy Boyd Terri Nii

5.7 (20)

Requirement	Activities to meet requirement	Program year 2016-2017	Person(s) responsible
Pre-Service Professional Development	Coordinate with SCC to provide OUSD Education Pathway students with the following activities: One-week residential science enrichment institute at CSUF Workshops provided by CSUF Teacher Education and STEM faculty Attendance of annual SCC Future Teacher Conference	Spring 2017 July 2016	Terri Nii Education Pathway teachers Terri Nii
Professional development for faculty	In-service and meet with all Education Pathway teachers to provide updating and information needed to support them through the year of growth in the OC TPP grant	2016-2017 School Year	Terri Nii
	Meet with OUSD counselors to inform them of and update them on OC TPP grant.	2016-2017 School Year	Terri Nii Kathy Boyd
	4 Education Pathway Promotional Videos: High School Promotional Video Middle School Promotional Video Parent Promotional Video Parent Promotional Video-Spanish	Fall 2016	Terri Nii Alex Graham Andrew Gomez
	Develop Education Pathway Pee Chee folders & OUSD brochures outlining pathway and opportunities	Fall 2016	Terri Nii Alex Graham Andrew Gomez
	Facilitate and recruit CTE Education Pathway faculty, science and math faculty and offer the following professional development activities: Job shadowing/externships in expanded school programs Workshops provided by CSFU Teacher Education faculty on inquiry-based pedagogy, impact of Common Core on high school-level curriculum and CTSP standards Workshops provided by JPL/NASA on thematic based STEM lessons for use in Science/Math for educator courses and teacher education courses Attend industry specific workshops at CTE Conferences Attend half-day tours for integrated Science/Math activities at JPL/NASA site	Spring 2017	Terri Nii

5.7 (21)

Requirement	Activities to meet requirement	Program year 2016-2017	Person(s) responsible
Advisory group participation	Organize and coordinate advisory meetings with local business partners.	Jan. 2017	Terri Nii
	Participate in bi-annual Orange County Education Pathway Industry Council (EPIC) meeting to review progress of the OC TPP program	2016-2017 School Year	Terri Nii
	Collaborate with OC TPP staff in regards to feedback regarding evaluation of program effectiveness	Jan. 2017 & June 2017	Terri Nii Education Pathway teachers

**Form K: California Career Pathways Trust
2016-17 Budget Narrative (Year 3)
Partner: Orange Unified School District**

Exhibit C-2

Expenditures Code	Career Pathways Program (Dollar Value)	(Cash or In-kind)		Budget Item Totals
		District Match	Business/Community Match	
1000 - Certificate Salaries				
Professional Development - Half day substitutes for math and science teachers to work with Santiago Canyon College math and science faculty to review and align math and science standards for entering freshmen and to review math placement testing criteria, 8 teachers x \$75 = \$635.	\$635.00			\$635.00
One day stipend for teachers to participate in the JPL/NASA facilities tour and STEM lesson training, 9 teachers x \$161.00 = \$1,449.00.	\$1,449.00			\$1,449.00
One day stipend for teachers to participate in CSUF inquiry-based instruction delivery systems and the Common Core standards, 9 teachers x \$161.00 = \$1,449.00	\$1,449.00			\$1,449.00
One day stipend (summer) for JPL/NASA training inquiry-based STEM thematic lessons for use in CIE courses and Math/Science courses, 9 teachers x \$161.00 = \$1,449.00	\$1,449.00			\$1,449.00
Externships for CTE teachers in After School/Out of School Time programs, 4 teachers x 8 hours @ 35.46 = \$1,134.72	\$1,134.72			\$1,134.72
CTE course articulation with SCC pathway courses, 5 teachers @ \$35.46 x 4 hrs. = \$709.00	\$709.00			\$709.00
OC TPP project coordination stipend (Terri Nii) during the school year, 36 weeks x 15 hours per week @ \$41.88 = \$22,615.00	\$22,615.00			\$22,615.00
OC TPP project coordination stipend (Terri Nii) during the summer for total of 100 hours x \$41.88 = \$4,188.00	\$4,188.00			\$4,188.00
Youth Teach 2 Learn pathway classes offered at Canyon, Villa Park and El Modena High Schools, 3 teachers – one period each @ \$12,500 = \$21,120 (1/6 of an average \$64,000 of certificated salary)	\$21,120.00			\$21,120.00
Careers in Education pathway classes, 4 sections x 180 hours @ \$41.88 = \$30,153.00		\$30,153.00		\$30,153.00
Child Development pathway classes, 4 sections x 180 hours @ \$41.88 = \$30,153.00		\$30,153.00		\$30,153.00
OC TPP Professional Internship classes, 2 sections (1 teacher for 2 semester sections) x 180 hours @ \$41.88 = \$15,076.00.		\$15,076.00		\$15,076.00
Freshman Seminar at 2 high schools will be organized as an OC TPP cohort, 1 sections @ \$8,786 each = \$17,572 (1/6 of an average \$64,000 of certificated salary).		\$17,572.00		\$17,572.00
Addition of MS counselor stipends at \$1,500 to facilitate Career Exploration workshops at 5 MS + 1 COSA (Counselor on Special Assignment) for 2016-17 school yr.	\$9,000.00			\$9,000.00

**Form K: California Career Pathways Trust
2016-17 Budget Narrative (Year 3)
Partner: Orange Unified School District**

Exhibit C-2

Expenditures Code	Career Pathways Program (Dollar Value)	(Cash or In-kind)		Budget Item Totals
		District Match	Business/Community Match	
Stipend for April 28 th In-service at SCC (8 Education Pathway teachers + 6 MS counselors + 4 OUSD P21 Instructional Specialists +16 OUSD FTE teachers that work closely with our Education Pathway students + Terri Nii)	\$5,665.00			\$5,665.00
Stipend for 2 Summer PD and 2 additional PD's on Co-Teaching (8 Education Teachers + Terri Nii)	\$5,148.00			\$5,148.00
Stipend for 10.5 day PLC days for co-teaching collaboration and planning (8 Ed. Teachers + Terri Nii)	\$7,134.00			\$7,134.00
Stipend for 2 full day PD's Aric Bostic and Haberman STAR Teacher Assessments for (8 Ed. Teachers + Terri Nii)	\$2,915.00			\$2,915.00
Subtotal - Certificated	\$84,610.72	\$92,954.00		\$177,564.72
2000 - Classified Salaries				
Subtotal - Classified	\$0	\$0		\$0
3000 - Employee Benefits				
Academic salary rate at 13.15% includes (3100-3600): STRS fund 8.25%, Medicare 1.45%, Retire Fund 1.0%, SUI 0.050% and WCI 2.40% = \$8,473.	\$15,889.89	\$17,456.76		\$33,346.65
Subtotal - Employee	\$15,889.89	\$17,456.76		\$33,346.65
4000 - Books and Supplies				
Textbooks for newly developed Career Focus- Education course School to Career ISBN 978-1-61960-304-2	\$6,843.11			\$6,843.11
Purchase YT2L curriculum from Project Tomorrow	\$20,000.00			\$20,000.00
OC TPP pathway books and supplies @ \$8,000 (Perkins)		\$7,368.30		\$7,368.30
Subtotal - Books and Supplies	\$26,843.11	\$7,368.30		\$32,211.41
5000 - Services and Other Operating Expenditures (other than travel)				
OC TPP Students will be bussed to Santiago Canyon College for the annual Future Teacher Conference, 4 busses for 4 high schools, 4 x \$1,127.17 = \$4,508.68	\$4,508.68			\$4,508.68
OC TPP students will be bussed to JPL/NASA for one half-day enrichment field trip tour of the facility and engage in thematic based STEM lessons taught by JPL/NASA education trainers, 2 buses = \$800.	\$800.00			\$800.00
4 Education Pathway Promotional Videos High School Promotional Video Middle School Promotional Video High School Promotional Video-Spanish Middle School Promotional Video-Spanish	\$5,432.05			\$5,432.05
Develop Education Pathway Pee Chee folders & OUSD brochures outlining pathway and opportunities	\$5,432.04			\$5,432.05

**Form K: California Career Pathways Trust
2016-17 Budget Narrative (Year 3)
Partner: Orange Unified School District**

Exhibit C-2

Expenditures Code	Career Pathways Program (Dollar Value)	(Cash or In-kind)		Budget Item Totals
		District Match	Business/Community Match	
Printing of Pathway Pee Chee folders & Marketing Brochures (printing by CaliLife) for all HS schools to promote and grow program	\$3,000.00			\$3,000.00
Subtotal - Services & Other Operating Expenditures	\$19,172.77			\$19,172.77
5200 - Travel and Conferences				
OC TPP CTE Teacher attend 2 regular conferences and travel @ \$7000 (Perkins)				\$7,000.00
Cost of 2 conferences for OC TPP Coordinator CCPT Grantee Network Institute NACTEP	\$4,924.88			\$4,924.88
Subtotal - Travel and Conferences	\$4,924.88			\$13,924.88
6000 - Capital Outlays				
Subtotal - Capital Outlays	\$0			\$0
7000 - Indirect Charges (CDE approved rates apply)				
Indirect Costs (4%) (excluded services contracts)	\$5,663.91	\$4,404.94		
Subtotal - Indirect Charges	\$5,663.91	\$4,404.94		\$10,068.85
TOTALS	\$157,105.28	\$122,184.00		\$279,289.28

**THIRD AMENDMENT TO AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
PROJECT TOMORROW**

This third amendment (hereinafter “Amendment”) is entered into on this 12th day of September 2016, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Project Tomorrow (hereinafter “SUBCONTRACTOR”) to amend that certain Agreement #DO-12-2501-05 dated October 13, 2014, the First Amendment #DO-12-2501-05.01 dated August 17, 2015, and the Second Amendment #DO-12-2501-05.02 dated September 12, 2016, between the parties with a term of July 1, 2014 through September 30, 2016 (hereinafter “Term”). 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 “California Career Pathways Trust,” Prime Award #14-25239-6668-00 (hereinafter “Grant”) from the California Department of Education (hereinafter “PRIME SPONSOR”). The purpose of the Grant is to develop and provide an articulated Careers in Education pathway to postsecondary education aligned with regional economic sectors and establish career pathway programs that connect businesses, K–12 schools, and community colleges to better prepare students for the 21st century workplace and provide real-world experience and hands-on learning for students;

WHEREAS, funding was awarded to the Orange County Teacher Pathway Partnership (hereinafter “OC TPP”) program for a regional consortium including community colleges, a California State University, K-12 school districts, non-profit and community partners, WIBs, and business partners;

WHEREAS, RSCCD will serve as the Fiscal Agent for the State funds received under this Grant;

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

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

NOW, THEREFORE it is mutually agreed by the Parties to amend the following:

Statement of Work will be amended as follows:

1. Statement of Work

SUBCONTRACTOR agrees to perform the work described in the Scope of Work (**Exhibit A-2**) and in the Grant Application (*Exhibit B*), which by reference are incorporated into this Agreement.

Period of Performance will be amended as follows:

2. Period of Performance

The Term for this Agreement of July 1, 2014, through September 30, 2016, **shall be extended to June 30, 2017**, for the Grant year 3 (fiscal year 2016/17). NOTE: The entire term of the Grant is for five years from July 1, 2014 - June 30, 2019, with Grant funds available for four years, from

July 1, 2014 - June 30, 2018 and a Grant sustainability cycle of July 1, 2018 - June 30, 2019. RSCCD will develop amendments to the Agreement on an annual basis, rather than for the entire Term.

Total Cost will be amended as follows:

3. Total Cost

The total cost to RSCCD for the Term of this Agreement shall be **\$149,600.00** USD in accordance with the Budget and Budget Narrative for Grant year 3 (fiscal year 2016/2017) (**Exhibit C-2**), which by this reference is incorporated into this Agreement.

Matching Cost will be amendment as follows:

4. Matching Cost

SUBCONTRACTOR agrees to provide match commitment funds of **\$190,190.00** USD as detailed in the Budget and Budget Narrative for Grant year 3 (fiscal year 2016/2017) (**Exhibit C-2**) for the Term of this Agreement (refer to "Period of Performance").

Time Extensions will be amended as follows:

9. Time Extensions

As the full term of the Grant is from July 1, 2014 through June 30, 2019, and amendments to the Agreement will be developed on an annual basis for the entire term of the Grant, extensions will be addressed through annual modifications to the Agreement, including revised Scope of Works, Budgets and Budget Narratives, to extend the term and increase the total costs for work to be performed in the new project year. NOTE: As Grant funds are only available from July 1, 2014 - June 30, 2018, time extensions for use of Grant funds will be possible up to but not beyond June 30, 2018, and require approval by RSCCD.

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

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

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: Project Tomorrow

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

95-4581958

Board Approval Date: September 12, 2016

Employer/Taxpayer Identification Number (EIN)

Orange County Teacher Pathway Partnership – Activities Plan – Program Year 2016-2017

Partner: Project Tomorrow

Requirement	Activities to meet requirement	Program year 2016-17	Person(s) responsible
Instruction:			
Integrated Academic and Career-based courses	<ul style="list-style-type: none"> • Project Tomorrow (PT) will provide access to the OST version of the YouthTEACH2Learn curriculum as well as the necessary training and support for implementation in the Educators Rising California chapters. 	Summer '16 - Summer '17	Program Manager
	<ul style="list-style-type: none"> • PT Project Manager will provide support to chapter advisers to manage all aspects of the YT2L and Educators Rising California sites. <ul style="list-style-type: none"> ○ Support may include suggested activities, coordination of field trips, such as with Inside the Outdoors for high school students to learn about outdoor education, and coordination of chapter and class supplies 	Fall '16 – Summer '17	Program Manager
	<ul style="list-style-type: none"> • PT will provide the full-year version of the YT2L curriculum for implementation at El Modena, Canyon, Orange, and Villa Park high schools, as well as provide necessary training and support: <ul style="list-style-type: none"> ○ Students will be provided a YT2L guide, and additional reading books ○ PT will provide supplies for hands-on science lessons ○ PT will provide customized instruction in integrating instructional technology into teaching, including access to and training for use of the EdModo YT2L flipped learning modules covering education technology basics • Student Instructional Assistants will help teachers with class activities weekly, including preparing for lessons, observing students, and providing students feedback on lesson planning and delivery 	Summer '16 – Summer '17	Program Manager Student Instructional Assistants

5.7 (28)

Requirement	Activities to meet requirement	Program year 2016-17	Person(s) responsible
	<ul style="list-style-type: none"> PT will design and implement formative and summative evaluation of the impact of the program on students interested in teaching as a career 	Summer '16 – Summer '17	Program Manager
Soft skills contextualized in CTE	<ul style="list-style-type: none"> PT will work with the schools/advisors and recruit students for eight Educators Rising California chapters. PT will work with each school advisor to register their chapter with the national Educators Rising so that they can be officially recognized. PT will provide shirts for YT2L/Educators Rising California students. Student Instructional Assistants will support Educators Rising California chapters, attending meetings, mentoring students, coordinating speakers and visits to/from local colleges, etc. 	Fall '16 Fall '16 Fall '16	Program Manager District Leads Student Instructional Assistants
Dual enrollment/early admission into aligned postsecondary career programs			
Classed offered at alternative sites			
Experiential Learning:			
Work-based learning and job-shadowing and volunteer opportunities			
Paid or unpaid internships, employment opportunities	<ul style="list-style-type: none"> PT will provide completion awards to students completing internships in after-school or other education programs in OUSD, SAUSD, and SCC 	Fall '16, Spring '17	Director of Advancement
Services:			
Support services, career exploration and planning, field trips, guest speakers			
Transition Services			
Mentoring			

5.7 (29)

Requirement	Activities to meet requirement	Program year 2016-17	Person(s) responsible
Professional Development:			
Industry sector skills analysis			
Professional development for faculty	<ul style="list-style-type: none"> Project Tomorrow (PT) will plan and implement a 2 day summer training institute for YT2L/Educators Rising California advisors, including development and distribution of training materials. 	Summer '16	Program Manager
	<ul style="list-style-type: none"> Project Tomorrow will facilitate ongoing professional development, including a community of practice meeting regularly throughout the year, a virtual learning community, and opportunities to observe one another's teaching. 	Fall '16 – Summer '17	Program Manager
Pre-service teachers (students on pathway) professional development/enrichment	<ul style="list-style-type: none"> PT will provide access to four webinars/online conferences for students to hear from national experts on teaching and learning. PT will provide independent certifications to students completing the "Teaching Science with Digital Resources" module PT will develop and test five additional modules to certify student knowledge and skills in industry valued topics such as instructional technology, math and science teaching, and/or supporting English Language Learners 	Fall '16 – Summer '17	Program Manager
	<ul style="list-style-type: none"> PT will work with Santiago Canyon College to plan and implement the annual Tomorrow's Teachers Conference: <ul style="list-style-type: none"> Identify date and facilities Workshops and speakers Judges for the competitions Food and other logistics (i.e. parking, technology, outreach) PT will design the competitions component for the conference. PT will support attendance at the national Educators Rising conference for a select group of pathway students. 	Fall '16 – Spring '17	Program Manager
Advisory group participation	<ul style="list-style-type: none"> PT representatives will participate on the Orange County Education Pathway Industry Council. 	Fall '16 and Spring '17	Director of Advancement

**California Career Pathways Trust Grant
Budget Narrative 2016-17 – Revised (Year 3)
Partner: Project Tomorrow**

Exhibit C-2

Budget Narrative – Year 3 (2016-17)	Amount
In-kind Contributions (Match)	
Certificated Salaries	
Administrative oversight by PT CEO	5,190
Books and Supplies	
YT2L/Educators Rising CA polo shirts for students (shirts = \$15 each x 180 students)	2700
Hospitality for teacher summer training institute	300
Services and Other Operating Expenditures	
Licensed access to full year YT2L curriculum; valued at 25,000 per site x 4 YT2L school sites	100000
Completion Scholarships for Professional Internships at Santiago Canyon College, Orange Unified School District, and Santa Ana Unified School District (Rates vary by district; 140 students participating)	65,000
Customization of YT2L curriculum (curriculum specialist staff time - 100/hr; 4 YT2L sites)	3,000
Access to managed online social networking site for program participants (20 hours of online support staff time - 50/hr; 4 YT2L sites)	4000
Travel and Conferences	
Tomorrow’s Teachers conference participation for students (50 per student – 180 students)	9,000
Access to 4 webinars/online conferences for students to hear from national education experts (20 hours of online support staff time - \$50/hr)	1000
Total – In-kind Contribution per year	190,190
Grant Expenses (Funded)	
Certificated Salaries	
Annual stipend for Educators Rising CA teacher - advisor (1,500 per year stipend x 8 chapters – the 4 standalone chapters + the 4 YT2L classes)	12,000
Stipend for teachers to attend 2 day summer training institute (stipend = 300 x 6 teacher/advisors)	1,800
Stipend for teachers to participate in a community of practice (\$25/hr)	800
PT Project Manager salary (PM will manage all aspects of the project including the YT2L sites, the Educators Rising CA chapters, the development of new certification modules, and the Student Instructional Assistants)	
67% FTE of 60000	40,000

**California Career Pathways Trust Grant
Budget Narrative 2016-17 – Revised (Year 3)**

Exhibit C-2

Partner: Project Tomorrow

PT Director of Advancement Salary (To provide oversight, including participation on the Advisory Group)	6,000
Stipend for scoring portfolios for the Teaching Science with Digital Resources certification (\$200/entry x 25 certifications)	5,000
Stipend for development of new certification modules (\$100/hour x 50 hours = \$5,000/module x 5 modules)	25,000
Student Instructional Assistants: To support 4 YT2L and 8 Ed Rising CA teacher leaders with instruction, lesson development cycle, career exploration, and flipped learning modules (2 SIAs x \$15/hr x 10hrs/wk x 30 wks)	9,000
Certificated Salaries Subtotal	99,600
Benefits	
PT Project Manager, Director of Advancement, SIAs benefits – 20% of salary	11,000
Books and Supplies	
Teacher training materials - 200 per teacher/advisor x 7	1,400
Student YT2L curricular guide and portfolio - 50 per student in 4 YT2L classes only (80 students)	4,000
Student Ed Rising CA YT2L guide - 25 per student in Ed Rising CA chapters only (100 students)	2,500
Collection of additional reading books for students – (\$800 per school)	6,400
Lesson Supplies for YT2L students' field study lessons (corresponding to materials list in YT2L for hands-on science lessons) - 50 per lesson; 8 lessons per year; 4 YT2L classes	1600
Supplies for Ed Rising CA activities (e.g. after-school lessons, field trips, teacher appreciation week, etc.) – (\$200 per school x 4 schools)	800
Class set of computers for instruction on how to integrate technology into lessons - 4 YT2L classes only	10000
Subtotal	26,700
Travel and Conferences	
Student transportation and fees to accompany elementary YT2L sites to Inside the Outdoors	4800
Tomorrow's Teachers Conference participation (\$50/student x 80)	4,000
Educators Rising national conference participation (\$500 x 7 students)	3,500
Subtotal	12,300
Total - Grant Expenses per year	149,600

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: September 12, 2016
Re: Approval of Income Agreement between Orange County Superintendent of Schools and Rancho Santiago Community College District	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District's Child Development Services is a sub-awardee of California State Preschool Program (CSPP) Quality Rating and Improvement System (QRIS) block-grant from the Orange County Superintendent of Schools/Orange County Department of Education. The funds are intended to support program quality improvement activities (e.g., Professional Learning Communities, trainings, meetings, curriculum planning, program assessment, and technical assistance). The grant award is \$174,600.

In support of this grant, the Orange County Superintendent of Schools/Orange County Department of Education developed program quality improvement activities and requires CSPP-QRIS block grant sub-awardees to enter into an income agreement when contracting for the activities.

ANALYSIS

This income agreement with the Orange County Superintendent of Schools/Orange County Department of Education will provide the Child Development Centers/Lab Schools' staff with assessment and technical assistance related to the learning environments in addition to, site specific staff development trainings. The income agreement will be effective during the 2016-17 academic year and end on June 30, 2017. The total cost of the quality improvement activities outlined will not exceed \$38,000.

The project administrator is Enrique Perez and the project director is Janneth Linnell.

RECOMMENDATION

It is recommended that the Board approve this income 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: \$ 38,000	Board Date: September 12, 2016
Prepared by: Janneth Linnell, Executive Director of Child Development Services	
Submitted by: Enrique Perez, J.D., Interim Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
INCOME AGREEMENT

This AGREEMENT is hereby entered into this 9th day of August, 2016, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and the Rancho Santiago Community College District, 2323 North Broadway, Santa Ana, California 92706, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

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

WHEREAS, DISTRICT is in need of such special services and advice; and

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

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 SCOPE OF WORK. DISTRICT hereby engages SUPERINTENDENT as an independent contractor to perform the described services and SUPERINTENDENT hereby agrees to perform said service upon the terms and conditions hereinafter set forth. Specifically, CONTRACTOR shall perform the services as described in the "Customized Coaching and

1 Training (CCAT), SERVICE PROPOSAL", which is attached as Exhibit "A"
2 and incorporated by reference herein to this AGREEMENT, for the
3 Division of School and Community Services.

4 2.0 TERM. SUPERINTENDENT shall commence providing services under
5 this AGREEMENT on September 1, 2016, and end on June 30, 2017,
6 subject to termination as set forth in this AGREEMENT.

7 3.0 PAYMENT. DISTRICT agrees to pay SUPERINTENDENT for services
8 satisfactorily performed pursuant to Section 1.0 of this AGREEMENT a
9 total sum not to exceed Thirty-eight thousand dollars (\$38,000.00).
10 Payment shall be mailed to: Orange County Superintendent of Schools,
11 Attn: Accounting Manager, 200 Kalmus Drive, P.O. Box 9050, Costa
12 Mesa, California 92628-9050, or at such other place as SUPERINTENDENT
13 may designate in writing.

14 4.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of
15 this AGREEMENT, shall be and act as an independent contractor.
16 SUPERINTENDENT understands and agrees that he/she and all of his/her
17 employees shall not be considered officers, employees or agents of
18 the DISTRICT, and are not entitled to benefits of any kind or nature
19 normally provided employees of the DISTRICT and/or to which
20 DISTRICT'S employees are normally entitled, including, but not
21 limited to, State Unemployment Compensation or Workers' Compensation.
22 SUPERINTENDENT assumes the full responsibility for the acts and/or
23 omissions of his/her employees or agents as they relate to the
24 services to be provided under this AGREEMENT. SUPERINTENDENT shall
25 assume full responsibility for payment of all federal, state and
local taxes or contributions, including unemployment insurance,

1 social security and income taxes with respect to SUPERINTENDENT'S
2 employees.

3 5.0 HOLD HARMLESS.

4 A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold
5 harmless DISTRICT, its Governing Board, officers, agents, and
6 employees from liability and claims of liability for bodily injury,
7 personal injury, sickness, disease, or death of any person or
8 persons, or damage to any property, real personal, tangible or
9 intangible, arising out of the negligent acts or omissions of
10 employees, agents or officers of SUPERINTENDENT or the Orange County
11 Board of Education during the period of this AGREEMENT.

12 B. DISTRICT hereby agrees to indemnify, defend, and hold
13 harmless SUPERINTENDENT, the Orange County Board of Education, and
14 its officers, agents, and employees from liability and claims of
15 liability for bodily injury, personal injury, sickness, disease, or
16 death of any person or persons, or damage to any property, real,
17 personal, tangible or intangible, arising out of the negligent acts
18 or omissions of employees, agents or officers of DISTRICT during the
19 period of this AGREEMENT.

20 6.0 ASSIGNMENT. The obligations of the SUPERINTENDENT pursuant to
21 this AGREEMENT shall not be assigned by the SUPERINTENDENT without
22 prior written approval of DISTRICT.

23 7.0 COPYRIGHT/TRADEMARK/PATENT. DISTRICT understands and agrees that
24 all matters produced under this AGREEMENT shall become the property
25 of SUPERINTENDENT and cannot be used without SUPERINTENDENT'S express
written permission. SUPERINTENDENT shall have all right, title and

1 interest in said matters, including the right to secure and maintain
2 the copyright, trademark and/or patent of said matter in the name of
3 the SUPERINTENDENT. DISTRICT consents to use of DISTRICT'S name in
4 conjunction with the sale, use, performance and distribution of the
5 matters, for any purpose and in any medium.

6 8.0 TOBACCO USE POLICY. In the interest of public health, the
7 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
8 use of any tobacco products are prohibited in buildings and vehicles,
9 and on any property owned, leased or contracted for by the
10 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to
11 abide with conditions of this policy could result in the termination
12 of this AGREEMENT.

13 9.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that they
14 will not engage in unlawful discrimination in employment of persons
15 because of race, color, religious creed, national origin, ancestry,
16 physical handicap, medical condition, marital status, or sex of such
17 persons.

18 10.0 TERMINATION. Either party may terminate this AGREEMENT with or
19 without reason with the giving of thirty (30) days written notice to
20 the other party. DISTRICT shall compensate SUPERINTENDENT only for
21 services satisfactorily rendered to the date of termination. Written
22 notice by DISTRICT shall be sufficient to stop further performance of
23 services by SUPERINTENDENT. Notice shall be deemed given when
24 received by the SUPERINTENDENT or DISTRICT or no later than three (3)
25 days after the day of mailing, whichever is sooner.

1 11.0 NOTICE. All notices or demands to be given under this AGREEMENT
2 by either party to the other, shall be in writing and given either
3 by: (a) personal service or (b) by U.S. Mail, mailed either by
4 registered or certified mail, return receipt requested, with postage
5 prepaid. Service shall be considered given when received if
6 personally served or if mailed on the third day after deposit in any
7 U.S. Post Office. The address to which notices or demands may be
8 given by either party may be changed by written notice given in
9 accordance with the notice provisions of this section. At the date
10 of this AGREEMENT, the addresses of the Parties are as follows:

11 DISTRICT: Rancho Santiago Community College District
12 2323 North Broadway
13 Santa Ana, California 92706
14 Attn: _____

15 SUPERINTENDENT: Orange County Superintendent of Schools
16 200 Kalmus Drive
17 P.O. Box 9050
18 Costa Mesa, California 92628-9050
19 Attn: Patricia McCaughey

20 12.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek
21 redress for violation of, or to insist upon, the strict performance
22 of any term or condition of this AGREEMENT shall not be deemed a
23 waiver by that party of such term or condition, or prevent a
24 subsequent similar act from again constituting a violation of such
25 term or condition.

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

1 14.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall
2 be governed by the laws of the State of California with venue in
3 Orange County, California.

4 15.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
5 attached hereto constitute the entire agreement among the Parties to
6 it and supersedes any prior or contemporaneous understanding or
7 agreement with respect to the services contemplated, and may be
8 amended only by a written amendment executed by both Parties to the
9 AGREEMENT.

10 IN WITNESS WHEREOF, the Parties hereto set their hands.

11 DISTRICT: RANCHO SANTIAGO
12 COMMUNITY COLLEGE DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

13 BY: _____
14 Authorized Signature

BY: 
14 Authorized Signature

14 PRINT NAME: Peter J. Hardash

PRINT NAME: Patricia McCaughey

15 TITLE: Vice Chancellor
16 Business Operations and Fiscal Services

TITLE: Administrator

16 DATE: _____

DATE: August 9, 2016

20 RSCCD- Income (43237) 17
21 ZIP4



Customized Coaching and Training (CCAT) SERVICE PROPOSAL

CONTRACTOR INFORMATION

DISTRICT/AGENCY LEGAL NAME: Rancho Santiago Community College District
 CONTACT NAME/TITLE: Janneth Linnell
 CONTACT PHONE/FAX: 714 480-7546
 CONTACT EMAIL: linnell_janneth@rscdd.edu
 ADDRESS FOR CONTRACT: 2323 Broadway Ave. Suite 245 Santa Ana Ca. 92706

PROPOSED SERVICE DESCRIPTION	COST
Designing Beautiful Learning Spaces Technical Assistance \$75.00 an hour	\$10,000
Site specific PD TBD	\$10,000
Additional assessments CLASS & ECERS # of classrooms TBD	\$18,000
Total Proposed Services not to exceed:	\$38,000.00

JUSTIFICATION: The trainings and technical assistance listed above has been requested by Rancho Santiago community college District

DATE(S) OF SERVICE: To begin September 1, 2016 and to be completed by June 30, 2017

TIME OF SERVICE: TBD

SERVICE LOCATION (location of training): Santiago Canyon College Child Development Center/Lab school

TOTAL DOLLAR AMOUNT: Not to exceed \$38,000

INVOICING: Coaching and Technical Assistance (TA) services will be invoiced in full upon execution of contract, and will not be refunded if agency does not avail itself of the full scope of coaching or TA within the contracted time.
 Professional development services will be invoiced following completion of each professional development event.

ORIGINATOR: Toby Espley

To be completed by contracting agency

I have reviewed the above service proposal and find it to be correct.

NAME Janneth Linnell

SIGNATURE

DATE 7/11/16

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

**Resolution in Honor of the Inauguration of Daniele C. Struppa, Ph.D.
as the 13th President of Chapman University**

Resolution No. 16-20

WHEREAS, Dr. Daniele C. Struppa has served Chapman University for more than 10 years, beginning as provost and chief academic officer in July 2006, and

WHEREAS, Dr. Struppa was appointed as chancellor in July 2007, and appointed as president-elect of Chapman University in September 2015, and;

WHEREAS, Dr. Struppa earned a Ph.D. in mathematics from the University of Maryland and a laurea degree from the University of Milan; and

WHEREAS, Dr. Struppa is a renowned educator who has had a distinguished career as a Professor of Mathematics and held positions at the University of Milano (Italy), at the Scuola Normale Superiore in Pisa (Italy), at the University of Calabria (Italy), and at George Mason University in Virginia, and

WHEREAS, Dr. Struppa has received numerous awards and honors including the prestigious Bartolozzi Prize from the Italian Mathematical Union in 1981 and the Matsumae Medal from the Matsumae International Foundation of Tokyo in 1987; and

WHEREAS, Dr. Struppa is an internationally known scholar who has edited or co-authored more than ten books and written and published numerous journal articles; and

WHEREAS, while serving as chancellor, Dr. Struppa has continued his scholarly research; established new academic departments, such as the Schmid College of Science and Technology, the School of Pharmacy, and instituting health sciences at the Irvine campus; and recruited Nobel laureates and other outstanding faculty to the university; and

THEREFORE BE IT RESOLVED, that the Rancho Santiago Community College District Board of Trustees congratulates Dr. Daniele C. Struppa on the occasion of his inauguration as the 13th President of Chapman University.

Dated this 12th day of September 2016.

Ayes:
Noes:
Absent:
Abstain:

Raúl Rodríguez, Ph.D.
Secretary to the Board of Trustees

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC
September 12, 2016

MANAGEMENT

Revised Job Description/Attachment #1

Assistant to the Vice Chancellor
Classified/Confidential
Grade M

Appointment

Estrada, Brenda
Director, Special Programs
Student Affairs
Santa Ana College

Effective: August 1, 2016
Salary Placement: H-1 \$80,428.30/Year
(Requisition #CL16-0783)

Change of Assignment

Odegard, Esther G.
From: Administrative Secretary
Mathematics & Sciences Division
Santiago Canyon College
To: Assistant to the President
Santiago Canyon College

Effective: August 22, 2016
Salary Placement: M-2 \$65,216.62/Year
(Requisition #CL16-0810)

Interim Assignment

Gouldsmith, Kenneth
Lieutenant, District Safety & Security
Santiago Canyon College

Effective: August 2 – September 11, 2016
Salary Placement: H-1 \$80,428.30/Year

Wright, Jr., Kenneth C.
Interim Dean
Kinesiology, Health & Athletics Division
Santa Ana College

Effective: September 6, 2016 – June 30, 2017
Salary Placement: B-3 \$135,707.63/Year

Leave of Absence

Coburn, Allison
Facilities Project Manager
Facilities Planning
District Office

Effective: August 8 – October 31, 2016
Reason: FMLA-Maternity Leave

MANAGEMENT (CONT'D)

Ratification of Resignation/Retirement

Rodriguez, Josephine M.
Assistant to the Vice Chancellor
Human Resources
District Office

Effective: October 31, 2016 (Last Day)
Reason: Retirement

FACULTY

Hiring of Long-term Substitute per Education Code 87481 & 87482

Castellanos, Maria
Long-term Substitute Counselor, EOPS/CalWORKs
Extended Opportunities Programs
& Services
Student Services
Santa Ana College

Effective: August 25, 2016 – June 30, 2017
Hourly Counseling Rate: IV-4 \$56.17

Olivos, Ruth
Long-term Substitute Counselor
Middle College High School
Counseling Division
Santa Ana College

Effective: August 15, 2016 – June 30, 2017
Hourly Counseling Rate: II-4 \$50.96

Stansbury, DeAnna
Long-term Substitute, English
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Effective: August 22 – December 10, 2016
Hourly Lecture Rate: III-5 \$66.08

Adjusted Column for Long-term Substitute (per Education Code 87481 & 87482)/Part-time Hourly Faculty

Ha, Michael
Long-term Substitute Counselor
Continuing Education Division
Santiago Canyon College

Effective: August 15, 2016 – June 30, 2017
From: II-5 \$53.50/Counseling Hourly Rate
To: IV-5 \$58.98/Counseling Hourly Rate

Ratification of Resignation/Retirement

Martin, Dana
Master Teacher
SCC Child Development Center
Child Development Services
District Operations

Effective: July 22, 2016 (Last Day)
Reason: Resignation

FACULTY (CONT'D)

Ratification of Resignation/Retirement (cont'd)

Moore, George
Assistant Professor, Welding
Human Services & Technology Division
Santa Ana College

Effective: June 4, 2016 (Last Day)
Reason: Resignation

Final Salary Placement

Crammer, Cale
Assistant Professor, Political Science
Arts, Humanities & Social
Sciences Division
Santiago Canyon College

Effective: August 15, 2016
Final Placement: VI-11 \$89,048.28/Year
(Requisition #AC16-0528)

Cummings, Reyna
Assistant Professor, Communication Studies
Fine & Performing Arts Division
Santa Ana College

Effective: August 15, 2016
Final Placement: V-11 \$86,376.26/Year
(Requisition #AC16-0518)

Daugherty, Seth
Assistant Professor/Librarian
Institutional Effectiveness, Library &
Learning Support Services Division
Santiago Canyon College

Effective: August 15, 2016
Final Placement: IV-10 \$81,196.56/Year

Guevara, Angela
Assistant Professor/Coordinator, Adults
With Disabilities
Continuing Education Division
Santiago Canyon College

Effective: August 15, 2016
Final Placement: IV-11 \$83,703.20/Year
(Requisition #AC16-0541)

Gutierrez, Erika
Assistant Professor, Sociology
Arts, Humanities & Social
Sciences Division
Santiago Canyon College

Effective: August 15, 2016
Final Placement: VI-11 \$89,048.28/Year
(Requisition #AC16-0500)

Hernandez, Rosalba
Assistant Professor/Counselor (Bilingual)
Continuing Education Center
Santiago Canyon College

Effective: July 28, 2016
Final Placement: III-11 \$88,895.39/Year
(Requisition #AC16-0530)

FACULTY (CONT'D)

Final Salary Placement (cont'd)

Kramer, Jessica
Assistant Professor, Mathematics
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 15, 2016
Final Placement: IV-7 \$73,706.79/Year
(Requisition #AC16-0497#2)

Madrigal, Osiel
Assistant Professor/Coordinator,
Workforce Development
Continuing Education Division
Santa Ana College

Effective: August 22, 2016
Final Placement: VII-10 \$89,333.27/Year
(Requisition #AC16-0531)

Mirbeik Sabzevary, Mohammadreza
Assistant Professor, Mathematics-Basic Skills
Centennial Education Center
Continuing Education Division
Santa Ana College

Effective: August 22, 2016
Final Placement: II-9 \$73,351.07/Year
(Requisition #AC16-0524)

Muir, Shannon
Assistant Professor/Counselor
Counseling Division
Santa Ana College

Effective: July 28, 2016
Final Placement: VI-11 \$97,698.81/Year
(Requisition #AC16-0535#01)

Oase, Daniel
Assistant Professor/Coordinator,
CTE Business Skills
Continuing Education Center
Santiago Canyon College

Effective: August 22, 2016
Final Placement: VI-7 \$79,048.75/Year
(Requisition #AC16-0540)

Pineda, Maribel
Assistant Professor/Counselor
Counseling Division
Santa Ana College

Effective: July 28, 2016
Final Placement: IV-9 \$86,341.95/Year
(Requisition #AC16-0535)

Saterfield, Kalonji
Assistant Professor, Communication Studies
Fine & Performing Arts Division
Santa Ana College

Effective: August 15, 2016
Final Placement: III-9 \$76,032.45/Year
(Requisition #AC16-0518)

Smith, Kimberly
Assistant Professor, Law
Business Division
Santa Ana College

Effective: August 15, 2016
Final Placement: VII-10 \$89,333.27/Year
(Requisition #AC16-0508)

FACULTY (CONT'D)

Final Salary Placement (cont'd)

Viera, Violeta
Assistant Professor/Counselor
Continuing Education Division
Santa Ana College

Effective: July 28, 2016
Final Placement: V-11 \$94,767.79/Year
(Requisition #AC16-0523)

Leave of Absence

Brooks, Debra
Professor, Physical Science/Earth
Science/Astronomy
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 15 – December 10, 2016
Reason: Banking Leave (6.00 LHE)

Brooks, Debra
Professor, Physical Science/Earth
Science/Astronomy
Mathematics & Sciences Division
Santiago Canyon College

Effective: February 6 – June 10, 2017
Reason: Banking Leave (16.00 LHE)

Evelt, Corinna
Professor, English
Arts, Humanities & Social
Sciences Division
Santiago Canyon College

Effective: August 15 – December 10, 2016
Reason: Banking Leave (15.00 LHE)

Lopez, David
Professor, Instrumental Music/
Ethnic Studies
Fine & Performing Arts Division
Santa Ana College

Effective: August 15 – December 10, 2016
Reason: Banking Leave (15.00 LHE)

Lopez, David
Professor, Instrumental Music/
Ethnic Studies
Fine & Performing Arts Division
Santa Ana College

Effective: February 6 – June 10, 2017
Reason: Banking Leave (18.00 LHE)

Lopez, Jorge
Professor, Biology
Science, Mathematics & Health
Sciences Division
Santa Ana College

Effective: February 6 – June 10, 2017
Reason: Banking Leave (15.00 LHE)

FACULTY (CONT'D)

Leave of Absence (cont'd)

McMillan, Jeffrey
Professor, Chemistry
Science, Mathematics & Health
Sciences Division
Santa Ana College

Effective: August 15 – December 10, 2016
Reason: Banking Leave (0.90 LHE)

Schultz, Randal
Professor, TV/Video Communications
Fine & Performing Arts Division
Santa Ana College

Effective: August 15 – December 10, 2016
Reason: Banking Leave (20.00 LHE)

Scoggin, Sally
Professor/Coordinator, ESL
Continuing Education Division
Santa Ana College

Effective: January 4 – May 27, 2017
Reason: Banking Leave (15.00 LHE)

Sosta, Rachel
Associate Professor, English
Humanities & Social Sciences Division
Santa Ana College

Effective: August 15 – December 10, 2016
Reason: Banking Leave (4.00 LHE)

Zarske, John
Professor, Mathematics
Science, Mathematics & Health
Sciences Division
Santa Ana College

Effective: February 6 – June 10, 2017
Reason: Banking Leave (15.00 LHE)

Rescind Leave of Absence Request

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)

Beyond Contract/Overload Step Increase

Escobar, Dora
Assistant Professor/Counselor
Counseling & Student Support
Services Division
Santiago Canyon College

Effective: February 1, 2016
Hourly Lecture Rate: IV-5 \$69.39

FACULTY (CONT'D)

Contract Stipend

Jenkins, Robert
Professor/Coordinator, ESL
Continuing Education Division
Santa Ana College

Effective: August 22, 2016
Amount: \$500.00/Year
Reason: Coordination

Beyond Contract/Overload Stipends

Coyne, Claire
Professor, Geology
Science, Mathematics & Health
Sciences Division
Santa Ana College

Effective: June 13, 2016
Amount: \$1,000.00
Reason: Curriculum Development
(Project #2548)

Fish, Zachary
Professor, Philosophy
Humanities & Social Sciences Division
Santa Ana College

Effective: August 24, 2015
Amount: \$1,000.00
Reason: Staff Development
(Project #3440)

Lui, Anson
Associate Professor, Biology
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 16, 2016
Amount: \$587.00
Reason: Program Facilitation
(Project #2415)

Mowrer, Melanie
Professor, English/ESL
Humanities & Social Sciences Division
Santa Ana College

Effective: August 15, 2016
Amount: \$1,000.00
Reason: Staff Development
(Project #2548)

Walczak, Katharine
Assistant Professor/Coordinator, Learning Skills
Humanities & Social Sciences Division
Santa Ana College

Effective: August 15, 2016
Amount: \$1,000.00
Reason: Staff Development
(Project #2548)

Rescinded Beyond Contract/Overload Stipend

Bailey, Denise
Associate Professor, Chemistry
Mathematics & Sciences Division
Santiago Canyon College

Effective: June 13, 2016
Amount: \$587.00
Reason: Outreach
(Project #2415)

FACULTY (CONT'D)

Adjusted Contract Stipend

Smith, Mark
Associate Professor, Anatomy/Physiology
Mathematics & Sciences Division
Santiago Canyon College

From: June 13, 2016
To: August 16, 2016
Amount: \$587.00
Reason: Outreach (Project #2415)

Adjusted Part-time/Hourly Rate Due to Column Change

Bryant, Derek
Instructor, Physics
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 22, 2016
From: II-3 \$57.09/\$51.38
To: III-3 \$59.94/\$53.95

Chang, Timothy
Instructor, Vocational
Continuing Education Division (OEC)
Santiago Canyon College

Effective: August 9, 2016
From: I-3 \$47.97
To: II-3 \$49.14

Dattola, David J
Instructor, Criminal Justice
Human Services & Technology Division
Santa Ana College

Effective: August 22, 2016
From: I-5 \$59.94/\$53.95
To: II-5 \$62.94/\$56.65

Ha, Michael D
Counselor
Continuing Education Division (CEC)
Santa Ana College

Effective: August 22, 2016
From: II-5 \$53.50
To: III-5 \$56.17

Halcholski, Matthew J
Instructor, History
Humanities & Social Sciences Division
Santa Ana College

Effective: August 15, 2016
From: II-3 \$57.09
To: III-3 \$59.94

Perez, Veronica
Instructor, High School Subject
Continuing Education Division (CEC)
Santa Ana College

Effective: August 22, 2016
From: II-5 \$51.64
To: III-5 \$52.93

Perez, Veronica
Counselor
Continuing Education Division (CEC)
Santa Ana College

Effective: August 22, 2016
From: II-5 \$53.50
To: IV-5 \$58.98

FACULTY (CONT'D)

Adjusted Part-time/Hourly Rate Due to Column Change (cont'd)

Rodriguez, Maria
Counselor
Counseling & Student Support Services Division
Santiago Canyon College
Effective: August 22, 2016
From: II-4 \$50.96
To: III-4 \$53.50

Vo, Timothy
Instructor, ESL
Continuing Education Division (CEC)
Santa Ana College
Effective: August 29, 2016
From: II-5 \$51.64
To: III-5 \$52.93

Part-time Hourly New Hires/Rehires

Alvarado, Vincent R
Instructor, Fire Technology/Ladders
Human Services & Technology Division
Santa Ana College
Effective: September 12, 2016
Hourly Lecture/Lab Rates: I-3 \$54.37/\$48.93

Bierne, Courtney
Counselor
Counseling Division
Santa Ana College
Effective: August 22, 2016
Hourly Rate: II-3 \$48.53

Brown, Flora M
Instructor, Older Adults/Writing
Continuing Education Division (OEC)
Santiago Canyon College
Effective: August 22, 2016
Hourly Lecture Rate: III-3 \$50.38

Castaneda, Veronica
Instructor, HSS/ABE & DSPS
Continuing Education Division (CEC)
Santa Ana College
Effective: August 29, 2016
Hourly Lecture Rate: I-3 \$47.94

Daulton, Gregory L
Instructor, Older Adults/Music
Continuing Education Division (OEC)
Santiago Canyon College
Effective: August 29, 2016
Hourly Lecture Rate: I-3 \$47.94

Fernandez, Juan Manuel
Instructor, Chemistry
Mathematics & Sciences Division
Santiago Canyon College
Effective: August 22, 2016
Hourly Lecture/Lab Rates: III-5 \$66.08/\$59.48

FACULTY (CONT'D)

Part-time Hourly New Hires/Rehires (cont'd)

Galindo, Kelly
Instructor, Older Adults/Seminars
Continuing Education Division (OEC)
Santiago Canyon College
Effective: August 29, 2016
Hourly Lecture Rate: I-3 \$47.94

Granillo, Christine A
Instructor, Chemistry
Arts, Humanities & Social Sciences Division
Santiago Canyon College
Effective: August 22, 2016
Hourly Lecture Rate: II-3 \$57.09

Gatewood, Raelene J
Instructor, Fire Technology/Wellness & Fitness
Human Services & Technology Division
Santa Ana College
Effective: August 22, 2016
Hourly Lecture/Lab Rates: I-3 \$54.37/\$48.93

Grutz, Karin
Instructor, Fire Technology/Wellness & Fitness
Human Services & Technology Division
Santa Ana College
Effective: August 8, 2016
Hourly Lecture/Lab Rates: I-3 \$54.37/\$48.93

Han, Diana S
Instructor, High School Subjects/GED
Continuing Education Division (OEC)
Santiago Canyon College
Effective: September 9, 2016
Hourly Lecture Rate: III-3 \$50.38

Heimes, Peter A
Instructor, High School Subjects
Continuing Education Division (CEC)
Santa Ana College
Effective: August 29, 2016
Hourly Lecture Rate: I-3 \$47.94

Hizon, Vincent M
Instructor, Music
Fine & Performing Arts Division
Santa Ana College
Effective: August 22, 2016
Hourly Lecture/Lab Rates: II-3 \$57.09/\$51.38

Huggett, Danelle
Instructor, English
Arts, Humanities & Social Sciences Division
Santiago Canyon College
Effective: August 22, 2016
Hourly Lecture Rate: II-3 \$57.09

FACULTY (CONT'D)

Part-time Hourly New Hires/Rehires (cont'd)

Hurtado, Alejandra G
Counselor
Counseling Division
Santa Ana College
Effective: August 22, 2016
Hourly Rate: II-3 \$48.53

Johnson, Jasmine
Instructor, Kinesiology
Kinesiology, Health & Athletics Division
Santa Ana College
Effective: August 29, 2016
Hourly Lecture Rate: II-3 \$57.09

Kardewics, Beata A
Instructor, Music
Fine & Performing Arts Division
Santa Ana College
Effective: August 23, 2016
Hourly Lecture/Lab Rates: II-3 \$57.09/\$51.38

Koh, Davis Y
Instructor, Fire Technology/Wellness & Fitness
Human Services & Technology Division
Santa Ana College
Effective: August 22, 2016
Hourly Lecture/Lab Rates: IV-3 \$62.94/\$56.65

Lim, Sung Gon
Instructor, Chemistry
Mathematics & Sciences Division
Santiago Canyon College
Effective: August 22, 2016
Hourly Lecture/Lab Rates: III-3 \$59.94/\$53.95

Ling, Timothy
Instructor, Mathematics
Science, Math & Health Sciences Division
Santa Ana College
Effective: October 17, 2016
Hourly Lecture/Lab Rates: II-3 \$57.09/\$51.38

Lunde, Ty R
Instructor, Fire Technology/Fire Officer Training
Human Services & Technology Division
Santa Ana College
Effective: August 31, 2016
Hourly Lecture/Lab Rates: II-3 \$57.09/\$51.38

Lyrse, Barry K
Instructor, Communications Studies
Fine & Performing Arts Division
Santa Ana College
Effective: August 22, 2016
Hourly Lecture Rate: II-3 \$57.09

Marin, Yazmin
Instructor, American Sign Language (ASL)
Humanities & Social Sciences Division
Santa Ana College
Effective: October 17, 2016
Hourly Lecture Rate: I-3 \$54.37

FACULTY (CONT'D)

Part-time Hourly New Hires/Rehires (cont'd)

Moges-Riedel, Rezemet
Instructor, American Sign Language (ASL)
Humanities & Social Sciences Division
Santa Ana College

Effective: August 25, 2016
Hourly Lecture Rate: II-3 \$57.09

Muhammad, Maryam B
Instructor, DSPS
Continuing Education Division (CEC)
Santa Ana College

Effective: September 6, 2016
Hourly Lecture Rate: I-3 \$47.94

Nestoras, Apollo
Instructor, HSS/Bridge
Continuing Education Division (OEC)
Santiago Canyon College

Effective: August 24, 2016
Hourly Lecture Rate: II-3 \$49.14

Neyman, Ilya
Instructor, Geography
Humanities & Social Sciences Division
Santa Ana College

Effective: October 17, 2016
Hourly Lecture Rate: II-3 \$57.09

Pohl, Andrew
Instructor, HSS/Bridge
Continuing Education Division (OEC)
Santiago Canyon College

Effective: August 24, 2016
Hourly Lecture Rate: II-3 \$49.14

Pongo, Jonathan P
Instructor, HSS/Petition
Continuing Education Division (OEC)
Santiago Canyon College

Effective: September 9, 2016
Hourly Lecture Rate: II-3 \$49.14

Pope, Amanda
Instructor, Public Works/Code Enforcement
Business & Career Technical Education Division
Santiago Canyon College

Effective: September 12, 2016
Hourly Lecture/Lab Rates: IV-3 \$62.94/\$56.65

Quezada, Ana B
Instructor, HSS/Bridge
Continuing Education Division (CEC)
Santa Ana College

Effective: August 29, 2016
Hourly Lecture Rate: II-3 \$49.14

Roach, Veronica
Instructor, Geography
Humanities & Social Sciences Division
Santa Ana College

Effective: August 22, 2016
Hourly Lecture Rate: II-3 \$57.09

FACULTY (CONT'D)

Part-time Hourly New Hires/Rehires (cont'd)

Rapp, Jeannette
Instructor, Occupational Therapy Assistant
Human Services & Technology Division
Santa Ana College

Effective: August 23, 2016
Hourly Lecture/Lab Rates: I-3 \$54.37/\$48.93

Sagi, Rottem
Instructor, Sociology
Humanities & Social Sciences Division
Santa Ana College

Effective: August 22, 2016
Hourly Lecture Rate: IV-3 \$62.94

Saldivar, Juliana
Instructor, High School Subjects/GED
Continuing Education Division (OEC)
Santiago Canyon College

Effective: September 6, 2016
Hourly Lecture Rate: II-3 \$49.14

Simons, Rich
Instructor, HSS/Bridge
Continuing Education Division (OEC)
Santiago Canyon College

Effective: August 24, 2016
Hourly Lecture Rate: II-3 \$49.14

Tauberg, Mindy
Instructor, Women's Studies (equivalency)
Humanities & Social Sciences Division
Santa Ana College

Effective: August 22, 2016
Hourly Lecture Rate: IV-3 \$62.94

Vazquez, Mireya
Counselor
Counseling Division
Santa Ana College

Effective: August 22, 2016
Hourly Rate: II-3 \$48.53

Victoria Torres, Pablo
Instructor, Sociology
Humanities & Social Sciences Division
Santa Ana College

Effective: October 19, 2016
Hourly Lecture Rate: IV-3 \$62.94

Westerband-Quinones, Yamisette
Instructor, Women's Studies
Humanities & Social Sciences Division
Santa Ana College

Effective: August 25, 2016
Hourly Lecture Rate: IV-3 \$62.94

Yassami, Hoda
Instructor, Psychology
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Effective: August 22, 2016
Hourly Lecture Rate: II-3 \$57.09

FACULTY (CONT'D)

Non-paid Instructors of Record

Cottle, John
Instructor, Apprenticeship/Electrical
Business & Career Technical Education Division
Santiago Canyon College

Effective: August 22, 2016

Nerhus, Barry S
Instructor, Apprenticeship/Electrical
Business & Career Technical Education Division
Santiago Canyon College

Effective: September 6, 2016

Non-paid Intern Service

Campos, Daniela
Talent Search Intern
Academic Talent Search
Student Affairs
Santa Ana College

Effective: September 13 – December 9, 2016
College Affiliation: CSU, Fullerton
Discipline: Human Services

Ceja, Yadira
Talent Search Intern
Academic Talent Search
Student Affairs
Santa Ana College

Effective: September 13 – June 30, 2017
College Affiliation: CSU, Fullerton
Discipline: Human Services

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
Revised SEPTEMBER 2016

ASSISTANT TO THE VICE CHANCELLOR

CLASS SUMMARY

Serves as the office coordinator and administrative assistant to the Vice Chancellor within one of the District's major divisions; provides office assistance in specialized operations; researches and compiles data and information, and drafts complex reports; maintains schedules requiring coordination with other offices; may supervise and train other office workers and student workers; and performs related duties and responsibilities as required and assigned.

REPRESENTATIVE DUTIES

Coordinates and performs advanced administrative duties independently for the Vice Chancellor; manages daily activities to assure efficient operations; provides information both on phone and in person; answers questions and resolves problems requiring specialized and extensive knowledge of assigned area.

Independently organizes and coordinates the flow of activities through the office in relation to priorities, schedules and deadlines; communicate and work effectively with the Vice Chancellor, Chancellor, Board of Trustees, students, district employees, legal counsel, members of the press and the public in situations requiring tact, poise and understanding; coordinates travel for the Vice Chancellor; composes confidential documents; maintains official and confidential files and records; collects data and compiles information including information requested through public records requests; may collect, monitor and maintain staff filings and update county reporting system; prepares meeting agendas including information related to agenda, attends and takes minutes for several committee meetings which include staff and members of the community and maintains website related to meetings; may participate on committees. Assists in the budget preparation for division, monitors and manages department budget, processes expenditures and budget allocations, processes budget transfers, transfer of expenditures, reviews and submits invoices for payment, processes purchase requisitions and makes budget recommendations to the Vice Chancellor. Processes Human Resources employment documents and Payroll salary records; monitors and maintains the absence request process. Writes docket items, collects, coordinates, prepares and submits division docket. Drafts written materials from general instruction; makes appointments and coordinates Vice Chancellor's calendar. Applies judgment in handling questions or problems in absence of administrator.

ORGANIZATIONAL RELATIONSHIPS

This position is designated as a confidential employee and reports directly to the Vice Chancellor.

ASSISTANT TO THE VICE CHANCELLOR cont'd

DESIRABLE QUALIFICATION GUIDE

Training and Experience

Any combination of training and experience equivalent to two years of college level training in office management or similar fields; five years of increasingly responsible office experience, including two years of experience equivalent to an Administrative Secretary or Executive Secretary level in a District/College.

Knowledge and Abilities

Thorough Knowledge of the principles of office management and word processing; preparation of spreadsheets; modern office methods, procedures, terms and equipment; office management practices; principles and practices of training, supervision and coordination of office and student workers; principles of recordkeeping and data compilation; principles of public relations related to office operations.

Practical working knowledge of the State Education Code; District Administrative and Board Policies relating to the District's operation and administration; the Ralph M. Brown Act; sources of information related to the work of the Vice Chancellor's Office, the district budget system; union and employee contracts and general district organization.

Ability to work independently; make decisions relative to the Office of the Vice Chancellor in the absence of the Vice Chancellor as authorized; coordinate and expedite a large volume of administrative detail; take complex office tasks requiring independent judgment; meet deadlines while working in a demanding work environment; adapt office procedures and details to changing needs and requirements; edit and review materials for accuracy; follow oral and written directions and carry out the policies and intentions of the district without specific instructions; read, understand, apply and explain technical policies and materials; maintain confidentiality of non-public information; organize an office involved in multiple programs.

Skills: Must complete keyboarding, proofreading, letter set up, secretarial and software skills evaluation. Screening committee may use results as one of the selection criteria.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
CLASSIFIED
SEPTEMBER 12, 2016**

CLASSIFIEDNew Appointment

Beiza Vargas, Rene Human Resources Technician (CL16-0792) Human Resources/ District	Effective: August 22, 2016 Grade 11, Step 3 \$48,743.64
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Llerenas, Liset Student Services Specialist (CL16-0768) Counseling/ SAC	Effective: August 15, 2016 Grade 10, Step 6 \$54,043.54
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Sanchez Uribe, Jose Athletic Trainer/Therapist (CL16-0780) Kinesiology/ SAC	Effective: August 2, 2016 Grade 15, Step 1 \$54,527.66
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Sturru, Richard Applications Specialist IV (CL16-0718) ITS/ District	Effective: August 8, 2016 Grade 22, Step 1 \$85,919.29
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Out of Class Assignment

Cardenas, Raul Tech. Specialist II/ ITS/ SAC	Effective: 08/08/16 – 12/31/16 Grade 15, Step 4 \$63,101.76
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Duenas, Veronica Human Resources Analyst/ District <i>Confidential</i>	Effective: 08/08/16 – 08/29/16 Grade L, Step 1 \$65,127.43
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Kay, Trevor Administrative Secretary/ Counseling/ SAC	Effective: 07/01/16 – 10/03/16 Grade 12, Step 6 + 5%L + 6PG (1750) \$64,181.00
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Change in Position

Turrentine, Michael From: Tech. Specialist II To: Tech. Specialist III (CL-16-0766) ITS/ District	Effective: August 8, 2016 Grade 17, Step 5 + 7.5%L + 6PG (3000) \$83,119.35
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Leave of Absence

Sanchez Moreno, Marisol
Administrative Secretary/ DSPTS/ SAC

Effective: 08/29/16 – 10/20/16
Reason: Maternity
Effective: 08/29/16 – 11/22/16
Reason: FMLA

Ratification of Resignation/Retirement

Davalos, Antonio
Custodian/ Admin. Services/ SCC

Effective: June 13, 2016
Reason: Resignation

Fernandez, Luis
Admissions & Records Spec. III/ SAC

Effective: August 12, 2016
Reason: Resignation

Guevara, Angela
Success Center Specialist/ Science & Math
/SAC

Effective: August 14, 2016
Reason: Resignation

Nguyen, Quynh
Administrative Secretary/ Student Affairs/
SAC

Effective: August 3, 2016
Reason: Resignation

Pham, Elaine
Instructional Center Specialist/ Science &
Math /SAC

Effective: August 21, 2016
Reason: Resignation

CLASSIFIED HOURLY

New Appointments

Ayala, Jose
District Safety Officer (CL16-0789)
District Safety/ SCC

Effective: July 27, 2016
16 Hours/Week 12 Months/Year
Grade 9, Step A \$19.40/Hour

Eng, Gregory
Reprographics Tech. (CL16-0794)
Publications/ District

Effective: July 25, 2016
19 Hours/Week 12 Months/Year
Grade 9, Step A \$19.40/Hour

Letourneau, Alexander
Instructional Assistant (CL16-0802)
Science & Math /SCC

Effective: August 15, 2016
Up to 19 Hours/Week School Session
Grade 5, Step A \$16.60/Hour

CLASSIFIED HOURLY cont'd

New Appointments

Quinonez, Fernando Bookstore Storekeeper (CL16-0775) Bookstore/ SCC	Effective: August 4, 2016 19 Hours/Week 12 Months/Year Grade 8, Step A \$18.61/Hour
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Temporary to Hourly Ongoing

Lazcano, Alison Marketing Specialist (CL16-0785) CTI/Edu. Services/ District	Effective: August 1, 2016 19 Hours/Week 12 Months/Year Grade 12, Step A \$21.94/Hour
Medina, Jennifer Cashier (CL16-0774) Bookstore/ SCC	Effective: August 1, 2016 19 Hours/ Week 12 Months/Year Grade 3, Step A \$15.57/Hour

Change in Salary Placement

Gilbert, Jessica Administrative Clerk/ Academic Affairs/ SCC	Effective: August 1, 2016 Grade 10, Step A + 3PG (750) \$19.97/Hour + \$62.50/Mo. PG <i>Correction</i>
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Ratification of Resignation/Retirement

Dubell, Kathleen Learning Facilitator /Humanities & Soc. Sci./ SAC	Effective: August 3, 2016 Reason: Retirement
Narvaez Gomez, Filadelfo Custodian/ Admin. Services/ SCC	Effective: September 5, 2016 Reason: Resignation
Puente, Raydene Admissions Assistant/ School of Continuing Education/ SAC	Effective: July 28, 2016 Reason: Retirement

TEMPORARY ASSIGNMENT

Bishop, Chad Instructional Assistant/ Counseling/ SAC	Effective: 09/13/16 – 06/09/17
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TEMPORARY ASSIGNMENT cont'd

Coto, Gustavo District Safety Officer/ District	Effective: 09/13/16 – 06/30/17
Cruz, Mathew Instructional Assistant/ Counseling/ SAC	Effective: 09/13/16 – 06/09/17
Dang, Luan Instructional Assistant/ Counseling/ SAC	Effective: 09/13/16 – 12/09/16
Esquivel Sanjuanero, Jose General Office Clerk/ Distance Educ./ SAC	Effective: 09/26/16 – 06/30/17
Flores, Edgar Instructional Assistant/ Student Services/ SAC	Effective: 09/13/16 – 06/30/17
Guzman, Jonathan Instructional Assistant/ Student Services/ SAC	Effective: 09/13/16 – 06/30/17
Marin, Perla Instructional Assistant/ Student Services/ SAC	Effective: 09/13/16 – 06/30/17
Merino Compos, Guadalupe Instructional Assistant/ Counseling/ SAC	Effective: 09/13/16 – 12/09/16
Ramirez, Abigail Instructional Assistant/ Counseling/ SAC	Effective: 09/13/16 – 06/09/17
Ruiz, Erick Instructional Assistant/ Student Services/ SAC	Effective: 09/13/16 – 06/30/17
Ruiz, Erick Instructional Assistant/ Counseling/ SAC	Effective: 09/13/16 – 06/09/17

Change in Temporary Assignment

Duenas, Jonathan Cashier/ Auxiliary Services/ SCC	Effective: 07/11/16 – 06/30/17
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Change in Temporary Assignment cont'd

Gandarilla, Aurea Intermediate Clerk/ Counseling/ SAC	Effective: 07/05/16 – 06/30/17
Hess, Jodi Cashier/ Auxiliary Services/ SCC	Effective: 07/11/16 – 06/30/17
Siy, James Athletic Trainer/Therapist/ Kinesiology/ SCC	Effective: 08/08/16 – 06/30/17
Thomas, Diedre Intermediate Clerk/ Counseling/ SAC	Effective: 07/05/16 – 06/30/17
Velasquez, Nicole Cashier/ Auxiliary Services/ SAC	Effective: 07/11/16 – 06/30/17

Additional Hours for Ongoing Assignment

Ayala, Jose District Safety Officer/ District	Effective: 07/27/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Montes de Oca, Adriana Instructional Assistant/ School of Continuing Education/ SAC	Effective: 07/11/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Nihei, John Instructional Assistant/ Science & Math /SCC	Effective: 07/25/16 – 08/05/16 Not to exceed 19 consecutive days in any given period.
Salazar, Maria Instructional Assistant/ School of Continuing Education/ SAC	Effective: 07/11/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Sanchez, Monica Instructional Assistant/ OEC/ SCC	Effective: 08/22/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.

Substitute Assignments

Ayala, Jose District Safety Officer/ District	Effective: 07/27/16 – 06/30/17 Not to exceed 19 consecutive days in any given period.
Burgos, Jimmy Intermediate Account Clerk/ Fiscal Services/ District	Effective: 08/08/16 – 11/08/16
Coto, Gustavo District Safety Officer/ District	Effective: 08/15/16 – 06/30/17
Gandarilla, Aurea Intermediate Clerk/ Counseling/ SAC	Effective: 07/05/16 – 11/05/16
Garcia, Celia Custodian/ Admin. Services/ SAC	Effective: 08/23/16 – 05/29/17
Hernandez, Blanca Custodian/ Admin. Services/ SAC	Effective: 08/15/16 – 05/29/17
Requena Ramirez, Raquel Career Tech./ Counseling/ SAC	Effective: 07/05/16 – 11/02/16
Scholz, Lauren Sports Information Coord./ Kinesiology/ SAC	Effective: 08/11/16 – 12/16/16
Thomas, Diedre Intermediate Clerk/ Counseling/ SAC	Effective: 07/05/16 – 11/05/16
Torres de Camino, Maria Custodian/ Admin. Services/ SAC	Effective: 08/15/16 – 05/29/17
Wade, Nija Tech. Specialist I/ ITS/ SAC	Effective: 08/01/16 – 11/29/16
Wallace Ellis, Trinity Student Services Coord./ Student Services/ SCC	Effective: 07/01/16 – 09/30/16

MISCELLANEOUS POSITIONS

Alderette, Xavier Model/ Fine & Performing Arts/ SAC	Effective: 06/05/16 – 06/30/16
Avila, Josefina Clerical Assistant/ Business Div./ SAC	Effective: 08/01/16 – 06/23/17
Avila, Josefine Clerical Assistant/ Business Div./ SAC	Effective: 08/01/16 – 06/23/17
Bacilio Dominguez, Brenda Child Dev. Intern I/ Child Dev. Services/ SAC	Effective: 08/15/16 – 06/30/17
Baez, Josefina Child Dev. Intern I/ Child Dev. Services/ CEC	Effective: 08/15/16 – 06/30/17
Blackwell, Jana Model/ Fine & Performing Arts/ SAC	Effective: 06/05/16 – 06/30/16
Blackwell, Pamella Model/ Fine & Performing Arts/ SAC	Effective: 06/05/16 – 06/30/16
Burger, Alice Community Services Presenter/ OEC	Effective: 06/14/16
Cole, John Model/ Fine & Performing Arts/ SAC	Effective: 06/05/16 – 06/30/16
Delgado, Irma Child Dev. Intern I/ Child Dev. Services/ SAC	Effective: 08/15/16 – 06/30/17
Grajeda Cortes, Cynthia Child Dev. Intern I/ Child Dev. Services/ CEC	Effective: 08/15/16 – 06/30/17
Hanley, Catlin Presenter II/ Student Services/ SAC	Effective: 08/16/16 – 06/30/17
Hughes, Brian Coaching Assistant/ Kinesiology/ SAC	Effective: 08/15/16 – 06/30/17

MISCELLANEOUS POSITIONS cont'd

Ismail Beigi Shirazi, Foroud Community Services Presenter/ SCC	Effective: 09/01/16
Jimenez Figueroa, Sarai Child Dev. Intern II/ Child Dev. Services/ CEC	Effective: 08/15/16 – 06/30/17
Juarez Palafox, Ana Child Dev. Intern I/ Child Dev. Services/ SAC	Effective: 08/15/16 – 06/30/17
Kim, Keong Presenter II/ Student Services/ SAC	Effective: 08/16/16 – 06/30/17
Krivoshaya, Diana Community Services Presenter/ OEC	Effective: 09/01/16
Lopez, Lillian Coaching Assistant/ Kinesiology/ SCC	Effective: 08/15/16 – 06/30/17
Morales Esquivel, Maria Child Dev. Intern II/ Child Dev. Services/ CEC	Effective: 08/15/16 – 06/30/17
Posada, Estela Stage Assistant/ Fine & Performing Arts/ SAC	Effective: 06/05/16 – 06/30/16
Prado, Sonia Child Dev. Intern I/ Child Dev. Services/ SAC	Effective: 08/15/16 – 06/30/17
Raslan, Nayrouz Community Services Presenter/ SCC	Effective: 08/01/16
Soelberg, Terryn Coaching Assistant/ Kinesiology/ SAC	Effective: 08/15/16 – 06/30/17
Torres, Adilene Child Dev. Intern I/ Child Dev. Services/ SCC	Effective: 08/15/16 – 06/30/17

COMMUNITY SERVICE PRESENTERS cont'd
Stipends Effective July 11 – August 10, 2016

Greenspan, Frances	Amount: \$ 133.10
Haugen, Nancy (SAC)	Amount: \$ 280.00
Haugen, Nancy (SCC)	Amount: \$ 280.00
Henderson, Bonnie	Amount: \$ 334.08
Jackson, Michelle	Amount: \$ 650.48
Jackson, Michelle	Amount: \$ 168.08
Kibbe, Joseph	Amount: \$ 540.00
Lee, Jennifer	Amount: \$ 2025.52
Maldonado, Sonia	Amount: \$ 820.00
Maldonado, Sonia	Amount: \$ 600.00
McCampbell, Semora	Amount: \$ 55.27
Moran, Elaine	Amount: \$ 144.42
Munoz, Jayne	Amount: \$ 260.00
Neal, Phyllis	Amount: \$ 240.00
Neal, Phyllis	Amount: \$ 450.00
Nolasco, Jeffrey	Amount: \$ 262.50
Padilla Cerezo, Berizohar	Amount: \$ 1,930.34
Perrault, Elizabeth	Amount: \$ 180.96
Raslan, Nayrouz	Amount: \$ 1200.00
Reyes, Alfred	Amount: \$ 1,008.89
Rivera, Rodrigo	Amount: \$ 1,637.15

COMMUNITY SERVICE PRESENTERS cont'd
Stipends Effective July 11 – August 10, 2016

Rounds, Michael	Amount: \$ 27.14
Vales, Josephanthony	Amount: \$ 366.24
Villwock, Mark	Amount: \$ 1,039.64
Wakefield, Robbie	Amount: \$ 181.61
Waterman, Patricia	Amount: \$ 744.00
Williams, Ronald	Amount: \$ 703.12
Williams, Ronald	Amount: \$ 526.52

VOLUNTEERS

Borja, Veronica Volunteer/ Student Services/ SAC	Effective: 09/13/16 – 06/30/17
Diaz, Jose Volunteer/Driver/ Kinesiology/ SAC	Effective: 09/13/16 – 06/30/17
El, Sophynan Volunteer/ Student Services/ SAC	Effective: 09/13/16 – 06/30/17
Estrada, Estrella Volunteer/ Student Services/ SAC	Effective: 09/13/16 – 06/30/17
Kraus, Nicole Volunteer Driver/ Kinesiology/ SAC	Effective: 09/13/16 – 06/30/17
Le, Dung Volunteer/ Counseling/ SAC	Effective: 09/13/16 – 06/30/17
Nguyen, Dianna Student Driver/ Kinesiology/ SAC	Effective: 09/13/16 – 06/30/17
Sandoval, Maria Volunteer/ Kinesiology/ SAC	Effective: 09/13/16 – 06/30/17

VOLUNTEERS cont'd

Stevenson, Christopher
Volunteer/ Kinesiology/ SAC

Effective: 09/13/16 – 06/30/17

Torres Cervantes, Yoselyn
Volunteer/ Kinesiology/ SCC

Effective: 09/13/16 – 06/30/17

Wilson, Randall
Volunteer/ Kinesiology/ SAC

Effective: 09/13/16 – 06/30/17

**SANTA ANA COLLEGE
STUDENT ASSISTANT LIST**

Aguilar, Elizabeth	Effective:	08/22/16-06/30/17
Alaniz Samano, Rosa M.	Effective:	08/22/16-06/30/17
Alarcon Munoz, Javier	Effective:	08/22/16-06/30/17
Almero, Leonard S.	Effective:	08/22/16-06/30/17
Aquino, Jamald O.	Effective:	08/22/16-06/30/17
Arai, Masaki	Effective:	08/22/16-06/30/17
Alvarado, Rosalva	Effective:	08/22/16-06/30/17
Arreola, Vicente S.	Effective:	08/22/16-06/30/17
Baez, Orlando	Effective:	08/22/16-06/30/17
Barboza, Jerry G.	Effective:	08/22/16-06/30/17
Beltran, Joselyn I.	Effective:	08/15/16-06/30/17
Bloeser, Sarena M.	Effective:	08/22/16-06/30/17
Castaneda-Patino, Alejandra	Effective:	08/15/16-06/30/17
Cato, Rosalia S.	Effective:	08/22/16-06/30/17
Cedeno Juarez, Denisse	Effective:	08/22/16-06/30/17
Cham, Isash	Effective:	08/17/16-06/30/17
Cordova, Ana L.	Effective:	08/22/16-06/30/17
Cordova Galdamez, Grecia E	Effective:	08/15/16-06/30/17
Diaz, Grecia I.	Effective:	08/15/16-06/30/17
Diaz, Guadalupe	Effective:	08/15/16-06/30/17
Doan, Linh T.	Effective:	08/22/16-06/30/17
Escobar, Diana C.	Effective:	08/15/16-06/30/17
Garcia, Brenda	Effective:	08/15/16-06/30/17
Garcia, Cruz G.	Effective:	08/15/16-06/30/17
Gonzalez, Guadalupe	Effective:	08/08/16-06/30/17
Heng, Piseth	Effective:	08/22/16-06/30/17
Hernandez, Julie	Effective:	08/15/16-06/30/17
Hernandez, Tiffany N.	Effective:	08/22/16-06/30/17
Huerta, Alexa J.	Effective:	08/16/16-06/30/17
Jimenez, Amber	Effective:	08/22/16-06/30/17
Johnstone, Hillary E.	Effective:	08/22/16-06/30/17
Landeros-Pardo, Vanessa	Effective:	08/19/16-06/30/17
Lariz, Marisela	Effective:	08/22/16-06/30/17
Le, Tran H.	Effective:	08/23/16-06/30/17
Lopez, Julieta	Effective:	08/15/16-06/30/17
Mata, Joshua J.	Effective:	08/17/16-06/30/17
McGuire, Jacob S.	Effective:	08/22/16-06/30/17
Melchor, Marilyn	Effective:	08/15/16-06/30/17
Melgoza, Jacqueline	Effective:	08/22/16-06/30/17
Mendez Ortiz, Abi J.	Effective:	08/22/16-06/30/17
Meza, Michael J.	Effective:	08/22/16-06/30/17
Mojardin, David	Effective:	08/22/16-06/30/17
Molina, Jennifer	Effective:	08/22/16-06/30/17
Munguia, Elizabeth	Effective:	08/15/16-06/30/17
Munoz, Andrea N.	Effective:	08/15/16-06/30/17
Nava Aleman, Maria G.	Effective:	08/22/16-06/30/17
Nelson, Nathan A.	Effective:	08/22/16-06/30/17
Ngo, Thu T.	Effective:	08/23/16-06/30/17
Nguyen, My T.	Effective:	08/22/16-06/30/17
Nguyen, Na L.	Effective:	08/22/16-06/30/17
Nguyen, Quynh T.	Effective:	08/22/16-06/30/17

**SANTA ANA COLLEGE
STUDENT ASSISTANT LIST cont'd**

Ortiz Gonzalez, Kevin N.	Effective: 08/15/16-06/30/17
Ramirez Jimenez, Ana C.	Effective: 08/22/16-06/30/17
Pineda, Angel D.	Effective: 08/22/16-06/30/17
Rivera, Carlos S.	Effective: 08/15/16-06/30/17
Rodriguez, Joana	Effective: 08/15/16-06/30/17
Rosas Vallecillos, Eduardo	Effective: 08/22/16-06/30/17
Saldana, Oscar J.	Effective: 08/22/16-06/30/17
Salinas, Crystal D.	Effective: 08/22/16-06/30/17
Sanaee, Anthony C.	Effective: 08/15/16-06/30/17
Sanchez, Maria M.	Effective: 08/15/16-06/30/17
Sandate, Chau	Effective: 08/22/16-06/30/17
Sanchez Hernandez, Gilberto	Effective: 08/22/16-06/30/17
Sant, Megan L.	Effective: 08/22/16-06/30/17
Santiago, Jazmin B.	Effective: 08/22/16-06/30/17
Toledo Luna, Jose R.	Effective: 08/22/16-06/30/17
Tran, Hy G.	Effective: 08/22/16-06/30/17
Tran, Mien T.	Effective: 08/22/16-06/30/17
Tran, Nghi D.	Effective: 08/22/16-06/30/17
Tran, Ngoc T.	Effective: 08/22/16-06/30/17
Trelles, Deborah U.	Effective: 08/22/16-06/30/17
Wilkins, Maurice D.	Effective: 08/22/16-06/30/17
Witczak, Kealii J.	Effective: 08/22/16-06/30/17
Yang, Gaotsong C.	Effective: 08/22/16-06/30/17

Stipends

Cacho, Lizet Counseling: Students 4 Students Peer Mentor \$1800.00 One
Time Stipend Summer 2016 Effective: 07/01/16-08/10/16

Campos, Eric Counseling: Students 4 Students Peer Mentor
\$1000.00 One Time Stipend Summer 2016 Effective: 07/01/16-08/10/16

Garcia, Lorenzo E. Counseling: Students 4 Students Peer Mentor
\$1500.00 One Time Stipend Summer 2016 Effective: 07/01/16-08/10/16

Santiago Canyon College
STUDENT ASSISTANT NEW HIRE LIST

Acevedo, Ashley	Effective: 08/08/2016 – 06/30/2017
Alatorre, Caroline	Effective: 08/08/2016 – 06/30/2017
Anderson, Justin	Effective: 08/15/2016 – 06/30/2017
Baez, Michelle	Effective: 08/08/2016 – 06/30/2017
Bear, Patrick	Effective: 08/15/2016 – 06/30/2017
Beckman, Kristina	Effective: 08/15/2016 – 06/30/2017
Bergner, Derek	Effective: 08/15/2016 – 06/30/2017
Chou, Jaimie	Effective: 08/22/2016 – 06/30/2017
Cheung, Cassandra	Effective: 08/08/2016 – 06/30/2017
Coronado Flores, Erika	Effective: 08/19/2016 – 06/30/2017
Cortez, Leslie	Effective: 08/08/2016 – 06/30/2017
Diego, Jesus	Effective: 08/08/2016 – 06/30/2017
Driscoll, Amanda	Effective: 08/15/2016 – 06/30/2017
Duong, Nghia-Nhan	Effective: 08/15/2016 – 06/30/2017
Farah, Matthew	Effective: 08/15/2016 – 06/30/2017
Flores Alonso, Marco	Effective: 08/08/2016 – 06/30/2017
Franco, Francisco	Effective: 08/15/2016 – 06/30/2017
Garcia, Cassandra	Effective: 08/08/2016 – 06/30/2017
Garcia, Sara	Effective: 08/22/2016 – 06/30/2017
Germaine, Brittany	Effective: 08/08/2016 – 06/30/2017
Gonzalez Bensen, Ariel	Effective: 08/08/2016 – 06/30/2017
Guerrero, Rosario	Effective: 08/15/2016 – 06/30/2017
Hallgren, Tyler	Effective: 08/08/2016 – 06/30/2017
Harris, Erin	Effective: 08/15/2016 – 06/30/2017
Henning, David	Effective: 07/20/2016 – 06/30/2017
Hitch, Elizabeth	Effective: 08/15/2016 – 06/30/2017
Hsieh, Nien	Effective: 08/15/2016 – 06/30/2017
Hussaini, Permoon	Effective: 08/15/2016 – 06/30/2017
Jacobsen, Christopher	Effective: 08/15/2016 – 06/30/2017
Jones, Solomon	Effective: 08/08/2016 – 06/30/2017
Kastens, James	Effective: 08/08/2016 – 06/30/2017
Karnwal, Saloni	Effective: 08/15/2016 – 06/30/2017
Koenig, Samantha	Effective: 08/15/2016 – 06/30/2017
Kupani, Ashish	Effective: 08/08/2016 – 06/30/2017
Leger, Rita	Effective: 08/15/2016 – 06/30/2017
Leland, Olivia	Effective: 08/22/2016 – 06/30/2017
Licea, Sergio	Effective: 08/08/2016 – 06/30/2017
Levalle, Marisa	Effective: 08/08/2016 – 06/30/2017
Maciel, Jacob	Effective: 08/08/2016 – 06/30/2017
Martinez, Celina	Effective: 08/08/2016 – 06/30/2017
Martinez, Lillian	Effective: 08/08/2016 – 06/30/2017

Santiago Canyon College
STUDENT ASSISTANT NEW HIRE LIST cont'd

Mavrov, Borislav	Effective: 08/15/2016 – 06/30/2017
Metwale, Rana	Effective: 08/22/2016 – 06/30/2017
McAtee, Shelby	Effective: 08/08/2016 – 06/30/2017
McBrayer, Trevor	Effective: 08/08/2016 – 06/30/2017
McDuff, Joianna	Effective: 08/08/2016 – 06/30/2017
Mizban, Adam	Effective: 08/15/2016 – 06/30/2017
Mitchell, Jack	Effective: 08/15/2016 – 06/30/2017
Mohseni, Amirsadra	Effective: 08/08/2016 – 06/30/2017
Moran, Marlene	Effective: 08/08/2016 – 06/30/2017
Mousavi, Kahren	Effective: 08/15/2016 – 06/30/2017
Nava, Omar	Effective: 08/15/2016 – 06/30/2017
Nguyen, Phuc	Effective: 08/15/2016 – 06/30/2017
Nguyen, Ryan	Effective: 08/22/2016 – 06/30/2017
Odoardi, Teresa	Effective: 08/08/2016 – 06/30/2017
Paez, Jocelyn	Effective: 08/08/2016 – 06/30/2017
Park, Keenan	Effective: 08/15/2016 – 06/30/2017
Pannone, Kyle	Effective: 08/15/2016 – 06/30/2017
Piceno Ramirez, Cristina	Effective: 08/08/2016 – 06/30/2017
Portillo, Diana	Effective: 08/15/2016 – 06/30/2017
Ramirez, Eunices	Effective: 08/15/2016 – 06/30/2017
Reisiger, Taylor	Effective: 08/15/2016 – 06/30/2017
Reyes, Luis	Effective: 08/22/2016 – 06/30/2017
Reyes, Briana	Effective: 08/22/2016 – 06/30/2017
Rios, Maricela	Effective: 08/22/2016 – 06/30/2017
Rodriguez, Miguel	Effective: 08/08/2016 – 06/30/2017
Rodriguez Zepeda, Marco	Effective: 08/15/2016 – 06/30/2017
Salloum, Amanda	Effective: 08/08/2016 – 06/30/2017
Sarvas, Zachary	Effective: 08/15/2016 – 06/30/2017
Flores Sainz, Jaime	Effective: 08/15/2016 – 06/30/2017
Sanchez, Ursula	Effective: 08/08/2016 – 06/30/2017
Sasso, Christopher	Effective: 08/15/2016 – 06/30/2017
Torok, Jacob	Effective: 08/08/2016 – 6/30/2017
Tran, Long	Effective: 08/15/2016 – 06/30/2017
Vo, Thanh	Effective: 08/08/2016 – 06/30/2017
Walker, Elaine	Effective: 08/15/2016 – 06/30/2017
Wheeling, Hannah	Effective: 08/15/2016 – 06/30/2017
Williams, Darren	Effective: 08/15/2016 – 06/30/2017
Winn, Brigitte	Effective: 08/15/2016 – 06/30/2017
Wukawitz, Thomas	Effective: 08/23/2016 – 06/30/2017
Yaghi, Charlie	Effective: 08/15/2016 – 06/30/2017

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources and Educational Services

To:	Board of Trustees	Date: September 12, 2016
Re:	Adoption of Rancho Santiago Community College District's Initial Bargaining Proposal to the California School Employees Association (CSEA) Chapter 579	
Action:	Request for Approval	

BACKGROUND

Pursuant to Government Code Section 3547(a) the Rancho Santiago Community College District's initial bargaining proposal to the California School Employees Association (CSEA) Chapter 579 was presented for information and public review at the July 18, 2016 Board of Trustees meeting. At that time, a public hearing on this proposal was scheduled for the September 12, 2016 Board of Trustees meeting.

ANALYSIS

After considering any comment received during the public hearing, the Board of Trustees may now take action to approve its bargaining proposal.

RECOMMENDATION

It is recommended that the Board of Trustees approve the district's initial bargaining proposal to the California School Employees Association (CSEA) Chapter 579.

Fiscal Impact: To Be Determined	Board Date: September 12, 2016
Item Prepared by: Judyanne Chitlik, Vice Chancellor, Human Resources	
Item Submitted by: Judyanne Chitlik, Vice Chancellor, Human Resources	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**INITIAL BARGAINING PROPOSAL OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
TO THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 579
September 12, 2016**

Article 8 – Evaluation Procedures

Review (8.7.2) Comments

Article 14 – Wages and Hours

Maintain current salary schedule (14.1)

Work Schedules (14.3)

Review Graveyard Shift Hours

Article 19 – Health and Welfare

Maintain district contributions at current levels (19.5 a)

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

Adoption of Resolution Authorizing Payment to Trustee Absent from Board Meetings

Resolution No. 16-21

Whereas, California Education Code Section 72024(5d) provides that “a member (of the Board of Trustees) may be paid for any meeting when absent if the Board by Resolution duly adopted and included in its minutes find that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board,” and

Whereas, on August 15, 2016, the Board of Trustees of the Rancho Santiago Community College District held a regular board meeting; and

Whereas, Trustee Phillip Yarbrough was not present at the board meeting; and

Whereas, the board has determined that Trustee Yarbrough’s absence was due to medical reasons;

NOW, THEREFORE, BE IT RESOLVED that Trustee Yarbrough shall be paid at the regular rate of compensation for the board meeting on August 15, 2016.

Dated this 12th day of September 2016.

Ayes:
Noes:
Absent:
Abstain:

Raúl Rodríguez, Ph.D.
Secretary to the Board of Trustees

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Human Resources

To:	Board of Trustees	Date: September 12, 2016
Re:	Approval of Agreement with Liebert Cassidy Whitmore for Management Training and Legal Services	
Action:	Request for Approval	

BACKGROUND

Since 1998 the District has been a member of the Southern California Community College District Employment Relations Consortium offered by the law firm of Liebert Cassidy Whitmore, which provides our management employees with six full days of training per year. In addition, the District utilizes the firm for general legal services as needed.

ANALYSIS

Many of our management employees have attended these workshops at no additional expense and have found them to be helpful, educational and informative. The consortium is comprised of twenty (20) community college districts for an annual fee of \$3,500 the first year and subsequent years as negotiated. This arrangement provides an economical and effective strategy to provide management training.

Hourly rates for general legal services range from \$320 per hour for shareholders; \$295 per hour for senior counsel; \$200-275 per hour for associates; \$75-160 per hour for paralegals and litigation support. The district will pay for the actual and ordinary costs for reasonable expenses without any premiums or markups. Liebert Cassidy Whitmore has agreed to obtain written approval of the district prior to charging the district for travel time.

This agreement has been reviewed and approved by Ruben Smith, Esq., General Counsel to the Board of Trustees of Rancho Santiago Community College District and recommended for approval.

RECOMMENDATION

It is recommended that the Board of Trustees authorize the Vice Chancellor Human Resources or her designee to renew the agreement for professional services between Rancho Santiago Community College District and Liebert Cassidy Whitmore for the period of July 1, 2016 through June 30, 2018 as presented.

Fiscal Impact:	\$3,500; legal fees based upon utilization	Board Date: September 12, 2016
Prepared by:	Judyanne Chitlik, Vice Chancellor Human Resources	
Submitted by:	Judyanne Chitlik, Vice Chancellor Human Resources	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Rancho Santiago Community College District

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "AGREEMENT") is dated as of July 1, 2016, is entered into by and between RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (the "DISTRICT"), and LIEBERT CASSIDY WHITMORE, a Professional Corporation (the "FIRM").

RECITALS

- A. WHEREAS, the FIRM has the legal competence, experience and expertise to provide professional legal services to the DISTRICT; and
- B. WHEREAS, the DISTRICT desires to retain the FIRM to provide professional services;
- C. NOW, THEREFORE, the DISTRICT and the FIRM mutually agree as follows:

AGREEMENT

In consideration of the foregoing recitals and the mutual covenants contained in this AGREEMENT, it is agreed between and among each of the parties hereto as follows:

1. TERM OF PROFESSIONAL SERVICES AGREEMENT

The term of this AGREEMENT shall begin as of July 1, 2016 and shall continue thereafter until June 30, 2018 unless terminated earlier as set forth herein. If the DISTRICT continues to seek services from FIRM beyond end of the term, then the AGREEMENT shall have been considered to have been extended on a month-to-month basis until terminated by either party. The District has the right to terminate this AGREEMENT at any time upon written notice. This Agreement shall supersede and replace any prior agreements between the parties relating to the provision of legal services.

2. SCOPE OF REPRESENTATION

The FIRM agrees to provide the following services to DISTRICT:

1. Special services:

- a. Four (4) days of group training workshops covering such employment relations subjects such as management rights and obligations, negotiation strategies, employment discrimination and affirmative action, employment relations from perspective of elected officials, performance evaluations (administration evaluation) grievance and discipline administration for supervisors and managers, planning for and responding to concerned

job actions, current court, administrative and legislative developments in personnel administration and employment relations, etc., with the specificity subjects covered and lengths of individuals workshop presentations to be determined by DISTRICT and other said local college districts.

The material used during these presentation, including written handouts and projected power point are provided solely for the contracted workshops. For a flat fee of \$3,500 for the first year and the following year is to be negotiated.

- b. Availability of FIRM for DISTRICT to consult by telephone.
- c. Providing of a monthly newsletter covering employment relations developments.

2. Additional services: When requested by DISTRICT, the FIRM shall make itself available to DISTRICT to provide representation, litigation, and other employment relations services.

3. THE FIRM'S SERVICES AND RESPONSIBILITIES:

- a. **Supervising Attorney:** The FIRM appoints J. Scott Tiedemann as the “Supervising Attorney” for work performed for the DISTRICT under this AGREEMENT. Any changes in this designation shall be promptly communicated in writing to the DISTRICT and is subject to prior written approval of the DISTRICT. The FIRM's Supervising Attorney shall have full authority to act for the FIRM on all matters under this AGREEMENT and shall serve as or designate lead counsel for all proceedings in which the substantive rights of the DISTRICT may be adjudicated or determined. The FIRM's designation of Supervising Attorney shall be subject to prior written approval by the DISTRICT.
- b. **Legal Representation:** The FIRM shall provide the DISTRICT with timely high quality legal advice and representation consistent with this AGREEMENT, the Rules of Professional Conduct, and all applicable laws and court rules. The FIRM shall keep the DISTRICT informed of all significant developments in each case or matter assigned to the FIRM. If requested by DISTRICT, any verbal legal advice provided by the FIRM to the DISTRICT shall be provided in writing to the DISTRICT.
- c. **Non-Exclusivity:** The FIRM acknowledges that nothing in this AGREEMENT is intended, nor will be construed, as creating any exclusive contract between the DISTRICT and the FIRM related to the providing of legal services. As such, nothing in this AGREEMENT shall be interpreted to restrict or prohibit the DISTRICT from obtaining similar professional services from other attorneys, law firms, or sources.
- d. **Anti-Discrimination:** It is the policy of the DISTRICT that in connection with all work performed under this AGREEMENT, there is no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The FIRM agrees to comply with applicable federal and

State laws, including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1410, and 1735. In addition, the FIRM agrees to require such compliance by all employed on the work by the FIRM.

e. Certification Regarding Suspension and Debarment: The FIRM certifies that to the best of its knowledge and belief that the FIRM and its principals or affiliates utilized under this AGREEMENT, are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency.

i. If the debarment/suspension occurs during the term of the contract, such attorney or firm shall cease representing the DISTRICT and the DISTRICT may elect to terminate this AGREEMENT.

f. Adherence to Board Policy 3821 Gift Ban Policy: The FIRM is notified that the DISTRICT's Board adopted the Board Policy 3821 Gift Ban Policy.

“5. *Gift* shall have the meaning it is defined to have in the California Political Reform Act, and the regulations issued pursuant to that Act, except that the following shall not be deemed to be gifts:

a. Meals, beverages, and free admission at any event sponsored by, or for the benefit of, a bona fide educational, academic, or charitable organization, and commemorative gifts from such organizations with a cumulative value from any single source of fifty dollars (\$50.00) or less during any twelve-month period.”

FIRM acknowledges and adheres to the Board Policy 3821 Gift Ban Policy.

g.

4. THE DISTRICT'S RESPONSIBILITIES:

a. Documents and Information: The DISTRICT shall cooperate with counsel to make available to the FIRM all documents and other information possessed by the DISTRICT as may be necessary and relevant to any case or other matter assigned to the FIRM under this AGREEMENT. The DISTRICT shall also assist the FIRM in obtaining the DISTRICT's records and/or information necessary to respond to discovery and to help familiarize the FIRM with the DISTRICT's operations and policies.

b. Cooperation with the FIRM: The DISTRICT agrees to fully respond to appropriate and reasonable inquiries made to it by the FIRM, and provide such written materials or documents that are in the DISTRICT's possession, custody or control in a timely manner, and otherwise provide the FIRM with any and all information necessary for the prosecution and/or defense of litigation or transactional matters that the FIRM is handling on the DISTRICT's behalf.

5. COMPENSATION:

- a. **Billing Requirements:** The FIRM shall provide legal services under this AGREEMENT in compliance with the DISTRICT's "Billing Requirements", attached hereto as Attachment "A" and incorporated herein by this reference. The Billing Requirements may be amended by the DISTRICT from time to time. The DISTRICT shall provide the FIRM with any amended Billing Requirements promptly after they are promulgated. Whenever amended Billing Requirements are made available to the FIRM, the FIRM shall within no later than thirty (30) days from the next billing month conform all of its future services and invoices to the DISTRICT's amended Billing Requirements. Additionally, the FIRM's request for reimbursement for costs and expenses incurred and presented shall be in accordance with the DISTRICT's Billing Requirements.
- b. **Legal Fees:** The FIRM shall provide legal services at the hourly billing rates for attorneys and paralegals or paraprofessionals as set forth in Attachment "B" to this AGREEMENT. The billing rates set forth in Attachment B shall be set for the initial term of this Agreement. After the initial term the billing rates may be subject to periodic review and adjustment or modification as agreed between the DISTRICT and the FIRM. Any extension of the term of this Agreement and any billing rate change shall be in writing and be executed as an amendment to this AGREEMENT.
- c. **Reimbursable Costs and Expenses:** The DISTRICT will pay and reimburse only for the actual and ordinary costs for reasonable expenses without any premiums or markups. The maximum allowable actual costs for black and white photocopies and facsimiles are \$.10 per page and \$.25 for color copies. A more complete description of reimbursable costs and expenses are set forth in the DISTRICT's Billing Requirements.
- d. **Non-Reimbursable Expenses:** Certain expenses incurred by the FIRM in providing services under this AGREEMENT shall be considered as part of the FIRM's overhead and shall not be reimbursed by the DISTRICT, and shall be borne by the FIRM as expenses included within the hourly billing rates set forth in Attachment "B". Non- Reimbursable Expenses which will not be reimbursed and which should not be billed are more fully described in the DISTRICT's Billing Requirements.
- e. **Invoices:** The FIRM shall submit its invoices for services and for reimbursable expenses monthly in arrears in accordance with the Billing Requirements. The firm shall first submit its invoices to DISTRICT's General Counsel for review. The FIRM shall maintain in a form subject to audit, and in accordance with generally accepted accounting principles, backup documentation to support all entries included in the monthly billing statement. Such documentation shall be available to the DISTRICT upon request.
- f. **Payment to the FIRM:** The DISTRICT shall make payment(s) for services rendered under this AGREEMENT within sixty (60) days upon receipt of FIRM'S invoice, provided they are approved by the District. FIRM'S invoice shall be billed in arrears based on the itemized

billing statement(s) that the FIRM submits to the DISTRICT as noted above in Section 5(e). DISTRICT personnel shall review all billing statements for reasonableness of the time billed as well as full compliance with this AGREEMENT and all Billing Requirements. The DISTRICT shall make its best effort to process payments promptly after receiving the FIRM's billing statement. However, the DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

6. TERMINATION:

- a. **Termination and/or Suspension for the DISTRICT's Convenience:** The FIRM's services performed under this AGREEMENT may be terminated or suspended, in whole or in part, by the DISTRICT at any time, when the DISTRICT, in its sole discretion, deems such termination or suspension is in the DISTRICT's best interest. The DISTRICT shall terminate or suspend services by delivering to the FIRM a written notice specifying the extent to which services are terminated or suspended and the effective date of the termination or suspension.
 - i. After receiving a Notice of Termination or Suspension, unless otherwise directed by the DISTRICT, the FIRM shall: 1) stop services on the date and to the extent specified in the Suspension or Termination Notice; and 2) complete services not terminated or suspended by the Notice.

Within fifteen (15) days upon any termination or suspension, the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated or suspended. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution of counsel with the court when instructed by the DISTRICT. Notwithstanding the foregoing, the DISTRICT may at its sole discretion terminate this AGREEMENT..

- b. **Notice of Termination:** The DISTRICT shall give written notice to the FIRM of the FIRM's default under this AGREEMENT. The DISTRICT, in its sole discretion, shall decide whether the default is of such a nature that the FIRM should be given a period to cure the default, and, if so, the cure period shall be specified in the notice. If the DISTRICT wholly or partially terminates services under this AGREEMENT, replacement services may be obtained from another law firm or any other source with terms and in a manner the DISTRICT deems appropriate.
- c. **Termination for Professional Conflict of Interest:** If either the FIRM or the DISTRICT determines a matter of professional conflict has arisen during the FIRM's engagement, which should not or cannot be postponed until the conclusion of the FIRM's representation of the DISTRICT, the FIRM or the DISTRICT may immediately give written notice to terminate this AGREEMENT. Within fifteen (15) days the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated. This includes any computerized indices,

programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution(s) of attorney with the court when instructed by the DISTRICT. The FIRM shall continue to provide high quality, professional legal representation until the appropriate substitution(s) of attorney can be filed.

7. **DISPUTE RESOLUTION.** In the event the DISTRICT become dissatisfied with any aspect of the relationship, the DISTRICT will bring such concerns to the FIRM's attention immediately. If the DISTRICT and the FIRM are unable to resolve any dispute to their mutual satisfaction, the DISTRICT will first comply with any mandatory dispute resolution procedures that may apply to any such dispute, including the claim before the mandatory Fee Arbitration Committee in Orange County, California, in accordance with the state bar rules for mandatory fee arbitration.

If the DISTRICT and the FIRM are unable to resolve any dispute, regardless of its nature, and after mandatory dispute resolution procedures have been waived or exhausted (including but not limited to, Mandatory Fee Arbitration), the parties shall submit such dispute to final and binding arbitration in Orange County, California before the American Arbitration Association and pursuant to its Commercial Arbitration Rules, unless the parties agree in writing to a different arbitration method or forum. The FIRM acknowledges and agrees that in arbitration there is no right to a trial by jury, and the arbitrator's legal and factual determinations are generally not subject to appellate review.

The initial resort to the courts by either party shall not be considered a waiver of that party's right to compel binding arbitration under this provision. Arbitration shall be in accordance with the laws of the State of California. Unless otherwise provided by law, reasonable attorneys' fees and costs incurred in connection with any such arbitration, litigation or dispute shall be awarded to the prevailing party.

8. **NOTICES:** Notices and required reports may be hand-delivered, sent by electronic mail or mailed by first class, postage prepaid, addressed to the DISTRICT or the FIRM at the addresses below, or at any other address the DISTRICT or the FIRM shall provide in writing to each other:

To the DISTRICT:
Dr. Raúl Rodriguez
Chancellor
Rancho Santiago Community College District
2323 N Broadway, Suite 410
Santa Ana, Ca 92706
Email: rodriguez_raul@rscd.edu

To the FIRM:
Liebert Cassidy Whitmore, a Professional Corporation
6033 W. Century Blvd., 5th Floor
Los Angeles, CA 90045
EMAIL: stiedemann@lcwlegal.com

9. **ASSIGNMENT:** No part of this AGREEMENT or any right or obligation arising from it is assignable without the DISTRICT's written consent. Any attempt by the FIRM to assign or subcontract services relating to this AGREEMENT without the DISTRICT's prior written consent shall constitute a material breach of this AGREEMENT.
10. **INDEMNIFICATION:** FIRM shall indemnify, defend and hold harmless DISTRICT 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 the FIRM negligent performance of the services provided hereunder, or any action involving intentional actions or omissions to act or other 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 DISTRICT, 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 effective as of the date of this AGREEMENT.
11. **INSURANCE:** Without limiting the FIRM's indemnification of the DISTRICT and its board members, officers, agents, employees, and volunteers, the FIRM shall provide and maintain at its own expense the following programs of insurance covering the FIRM's operations during the term of this AGREEMENT. Insurance is to be placed with insurers having a current A.M. Best Rating of not less than A. The FIRM shall use insurer(s) satisfactory to the DISTRICT and shall deliver evidence of satisfactory insurance to the DISTRICT on or before the effective date of this AGREEMENT. Such evidence shall specifically identify this AGREEMENT and shall contain express conditions that the DISTRICT is to be given written notice at least thirty (30) days in advance of any modification or termination of any insurance program.
- a. **Liability Insurance:** Such insurance shall be primary to and not contributing with any other insurance maintained by the DISTRICT, shall specifically name the DISTRICT, its officers, agents, employees, and volunteers as an additional insured, and shall include, but not be limited to:
 - i. Comprehensive General Liability insurance endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than \$2,000,000 per occurrence.
 - ii. The above insurance must be provided or written on an occurrence basis.
 - b. **Workers' Compensation Insurance:** The FIRM will procure and maintain statutory workers' compensation insurance covering all employees of the FIRM as required by law in the State of California and in compliance with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement.
 - c. **Professional Liability Insurance (Errors and Omissions):** FIRM will procure and maintain professional liability insurance (errors and omissions) covering claims arising out of the performance of services under this Agreement. FIRM's coverage shall reflect a minimum of \$2,000,000 per occurrence and at least a minimum of \$4,000,000 annual aggregate.

- d. Failure on the part of the FIRM to procure or maintain required insurance shall constitute a material breach for which the DISTRICT may immediately terminate or suspend this AGREEMENT.

- 12. **INDEPENDENT CONTRACTOR STATUS:** This AGREEMENT is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the DISTRICT and the FIRM. As such, the FIRM understands and agrees that the FIRM's personnel who furnish services to the DISTRICT under this AGREEMENT are employees solely of the FIRM and not of the DISTRICT for purposes of workers' compensation liability. The FIRM shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any personnel of the FIRM for injuries arising from services performed under this AGREEMENT.
- 13. **GOVERNING LAWS:** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California and any action brought by either party on this AGREEMENT shall be brought in Orange County.
- 14. **ENTIRE AGREEMENT:** This AGREEMENT constitutes the entire AGREEMENT between the parties pertaining to the subject matter of this AGREEMENT and supersedes all prior and contemporaneous agreements and understandings of the parties. There are no warranties, representations or other agreements between the parties pertaining to the subject matter of this AGREEMENT except as expressly set forth in this AGREEMENT. No supplementation, modification, waiver or termination of this AGREEMENT shall be binding unless executed in writing by the DISTRICT to be bound thereby.
- 15. **WAIVER:** No waiver of a breach of any provision of this AGREEMENT by either party shall constitute a waiver of any other breach of the provision or any other provision of this AGREEMENT. The failure of either party to enforce any provision of this AGREEMENT at any time shall not be construed as a waiver of that provision. The DISTRICT's remedies as described in this AGREEMENT shall be cumulative and additional to any other remedies in law or equity.

[Signatures to follow on the next page]

AGREEMENT FOR PROFESSIONAL SERVICES

EXECUTED AS SET FORTH HEREINABOVE:

LIEBERT CASSIDY WHITMORE, a Professional Corporation

By: _____
J. Scott Tiedemann, Esq.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

By: _____
Name: _____
Title: _____

Approved as to Form:

**AlvaradoSmith, a
Professional Law Corporation**

By: _____
Ruben A. Smith

ATTACHMENT "A" TO AGREEMENT FOR PROFESSIONAL SERVICES
DISTRICT BILLING REQUIREMENTS

A. Billing Submissions

Bills that reflect fees for professional services rendered and expenses incurred shall be submitted no more than monthly and within thirty (30) days of the end of the previous month. The Firm is responsible for obtaining all outstanding invoices from outside vendors, including experts, before submitting the final bill to the DISTRICT. Unless there are exigent circumstances, bills submitted after the final bill will not be paid. Any necessary extraordinary postage charges (such as certified mail, overnight service, or oversized packages) must be delineated on the bill with an explanation of the nature and purpose of the charge.

B. Approval and Payment

Before any payment is made, all bills must be sent to DISTRICT's General Counsel at the address below. The General Counsel, who, after review to assure the billing is in accord with the AGREEMENT and otherwise in order, will then forward the bills to the DISTRICT for final review and payment.

Ruben Smith, Esq.
AlvaradoSmith APC
1 MacArthur Place, Suite 200
Santa Ana, CA 92707
Tel: 714-852-6800
rsmith@alvaradosmith.com

C. Billing Format

Billing statements must have a cover page that summarizes all matters on one page and the billing statements must accurately itemize in detail all work performed on a matter in a task or activity based format. Attorneys and paralegals are to bill actual time incurred. If an activity warrants a minimum billing entry

it shall not exceed 1/10th (.10) of an hour. Minimum charges for any activity in any amount above 1/10th (.10) of an hour are not acceptable. Each bill must include the following: Law firm name and address; Date of the bill; Law firm tax identification number; Plaintiff(s) name(s) or legal subject matter; Date(s) of the task and/or activity; Detailed description of the task and/or activity so as to permit the DISTRICT to determine the exact name, purpose, and necessity of the expense; Actual time spent, in increments of 1/10th of an hour for each entry or task; Summary at the end of the bill of the number of hours for each specific billing rate and the name and initials of each attorney and paralegal; Summary at the end of the bill of the totals for fees, costs and experts; Each billing entry must indicate the name or initials of the timekeeper who performed the work, the date the work was performed, the hours billed, a detailed description of the services performed, and the total amount billed for that entry. Narrative or block/bundled billing is not permitted; Final bills should be so designated; Bills must reflect activity for only one case or matter; Billing entries on each invoice are to be structured chronologically (in order of occurrence) and not sub-divided by individual or task. If numerous tasks are undertaken in one day, each task must be separately identified with a specified time for performing that task, e.g., a telephone call, a court appearance, a meeting, and legal research; Travel costs should identify the person who traveled and the reason for the travel. Telephone calls must specify the participants and the subject matter discussed.

The FIRM must review and approve all vendor invoices before submitting them to the DISTRICT.

C. Level of Work Performed

The FIRM'S staffing on all cases will be commensurate with the type of case, number of parties and complexity of the factual and legal issues that are involved in the matter. Partners or shareholders may supervise the work performed by associates/paralegals or provide strategic and supplementary review. The billing descriptions should clearly indicate the reason and difference in the work being performed by the partner/shareholder and the associate/paralegal.

The legal work should be assigned to those individuals who are most appropriate for the task in terms of their competency and experience. The FIRM should exercise reasonable judgment to assign a certain task or activity to a less expensive biller as long as there is no loss in efficiency or competency. The FIRM may assign paralegals for work and tasks which do not require an attorney's involvement, but paralegals shall not perform tasks usually performed by secretaries, clerks, and messengers (i.e., photocopying, filing and delivering materials).

Clerical, secretarial, and administrative work is a part of law office overhead and non-billable, regardless of who performs it.

The DISTRICT will not pay any form of general administration fee or charges, including any monthly administration fees

Unless authorized in writing in advance by the DISTRICT, there should be no more than two (2) attorneys and one (1) paralegal doing the work and billing time on a single case.

Firm personnel may occasionally have to work on a case because of job departures, vacations, illnesses, schedule conflicts, etc., but this is to be the exception not the rule and requires prior written approval. These occasional billers will not record more than ten percent (10%) of the total run time on a case. The DISTRICT will not pay for "learning" time or "orientation" time as occasional billers become involved in a matter and are brought up to speed on the facts and issues. Such time should be written off by the FIRM on its own or noted as a "No Charge" to the DISTRICT.

If new or inexperienced attorneys are going to be working on a case in any capacity, the DISTRICT will not pay for "training" time, that is, time spent on research or other matters which would likely be within the knowledge of more experienced attorneys. If the DISTRICT is retaining FIRM for its expertise in a given field, attorneys should not need to learn that area of the law and any such time should be written off by the FIRM. The time of summer associates shall not be billed without the prior approval of the DISTRICT.

The DISTRICT may decide to waive or modify some or all of the above billing requirements as the situation demands. However, the FIRM is expected to adhere to these billing requirements as written, unless the FIRM is specifically exempted or exception is authorized from any of these provisions.

D. Maximum Allowable Charges

The following guidelines are provided regarding maximum allowable charges: The DISTRICT will pay only the actual costs for reasonable expenses without any premiums or markups; The FIRM shall limit the making of photocopies and, wherever cost

effective, to use the resources of designated copy services. Bill entries for photocopies must provide the number of copies made, the per page rate, and the total amount billed. The \$.10 per page rate may be exceeded only when the FIRM cannot control costs, such as certified copies from the courthouse; **Mileage:** The applicable federal rate at the time of travel. Indicate the actual number of miles driven; Air travel is limited to coach or economy rate. Receipts for airfare should identify the fare as economy/coach class; **Telephone:** Actual long distance charges only. **FAX:** Actual long distance charges only. No charge for an incoming FAX. No per-page fax charge.

E. Travel

Prior to charging the District for travel time, the FIRM must obtain the written approval of the DISTRICT. Travel that is not preapproved in writing shall not be charged to the District. Rental cars are acceptable only if such vehicles are the most economical means of accomplishing necessary business; reimbursement is limited to the mid-size class; Any rental cars and overnight stay costs must be approved in writing by the DISTRICT. Reasonably priced meals when counsel is out of town overnight are allowed; Incidentals and entertainment costs, such as movies, alcohol, and entertainment, are not allowed; Travel time shall be prorated if the travel includes time spent on non-DISTRICT related business, e.g., incoming/outgoing phone calls to other clients, etc.. Unless otherwise agreed, travel billing should indicate the actual travel time, reduced by the traveler's usual commuting time from home to office or vice versa, if appropriate.

F. Disallowed Charges

In addition to the information contained in section C, D, and E above, the DISTRICT

will not reimburse for the following items: (1) Local telephone calls and all cellular phone charges; (2) Per-page fax charges; (3) Routine postage, such as U.S. Postal Service rates for letters; (4) File opening, file organization, or other administrative charges; (5) Books, magazines, subscriptions, or library charges, unless prior written specific approval by the DISTRICT is obtained; (6) Intra-office conferences between members of the FIRM, including assigning files or tasks to members of the FIRM (however, the DISTRICT will pay for one attorney charging for intra-office conferencing regarding strategy of the case); (7) Intra-office conferences of an administrative, supervisory or educational purpose are not compensable; (8) Case administration (e.g., reviewing status of assignments given to associates and paralegals, reviewing bills); (9) Clerical tasks (e.g., transcription, pulling files, photocopying documents, arranging for copying, labeling documents for production, communication with court clerks, updating master case caption, preparing proofs of service, indexing pleadings, faxing,); (10) More than one attorney or other timekeeper at motions, interviews, depositions, hearings, trials, court appearance, arbitration, mediation, third party meeting, conference call, or any similar event, without prior DISTRICT approval; (11) Meals, except in conjunction with travel as authorized by the DISTRICT; (12) Entertainment; (13) Staff overtime charges; (14) Routine or elementary legal research, including issues considered to be common knowledge among reasonably experienced counsel in the local jurisdiction (e.g., research on local rules, special verdict forms, standards for motions for summary judgment); (15) Billing more than once for documents which are reproduced for multiple witnesses, such as subpoenas;

Routine file review and learning time to get up to speed; (16) Staffing inefficiencies caused by the unavailability of the firm's personnel; (17) Routine scheduling or rescheduling of depositions, hearings, and the like; (18) All work customarily performed by secretaries and other administrative personnel; (19) Reviewing or analyzing the FIRM's conflict of interest issues; (20) Subscription services (e.g., Westlaw, Lexis-Nexis or other legal database charge), unless the service provides

a case specific reference or invoice for actual charges incurred; (21) Time and/or expenses incurred due to change in resources or attorney departure from the FIRM; (22) Work performed by an attorney not approved by the DISTRICT; (23) Expenses/disbursements without supporting invoices; (24) Receipts are required for all travel expenses and for costs.

ATTACHMENT "B" TO AGREEMENT FOR PROFESSIONAL SERVICES

FEEES FOR SPECIAL SERVICES

For the special services rendered and described in section 2 (1(a)-(b) of this AGREEMENT a fee of Three Thousand Five Hundred Dollars (\$3,500).

HOURLY BILLING RATES FOR ATTORNEYS AND PARALEGALS

For any other services rendered by FIRM:

Hourly Rates (Billed at .10 minute increments)	
SHAREHOLDERS	\$320/hr
SENIOR COUNSEL	\$295
ASSOCIATES	\$200-\$275/hr
PARALEGALS	\$75-\$160/hr
LITIGATION SUPPORT	\$75-\$160/hr