

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)
Board of Trustees (Regular meeting)
Monday, May 15, 2017
2323 North Broadway, #107
Santa Ana, CA 92706

District Mission

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

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

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

Americans with Disabilities Acts (ADA)

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

A G E N D A

1.0 PROCEDURAL MATTERS

4:30 p.m.

1.1 Call to Order

1.2 Pledge of Allegiance to the United States Flag

1.3 Approval of Additions or Corrections to Agenda

Action

1.4 Public Comment

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

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

1.5 Approval of Minutes – Regular meeting of April 12, 2017
– Regular meeting of April 24, 2017

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 Adoption of Resolution No. 17-11 in Honor of Classified School Employee Week - May 21-27, 2017 Action
The administration recommends adoption of Resolution No. 17-11.
- 1.8 Presentation on Santa Ana College (SAC) Baccalaureate Degree Program
- 1.9 Informational Presentation on RSCCD Budget and Growth Strategies

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 Legislative Committee
 - Orange County Community Colleges Legislative Task Force

3.0 INSTRUCTION

- *3.1 Approval of Academic Talent Search Residential Program Contract with University of California, Los Angeles (UCLA) Action
The administration recommends approval of the Academic Talent Search Residential Program contract with UCLA for 2017 as presented.
- *3.2 Approval of New Educational Affiliation Agreement for Occupational Therapy Assistant (OTA) Program with Life's Toolbox Action
The administration recommends approval of the new educational affiliation agreement for the OTA program with Life's Toolbox in Huntington Beach, California.
- *3.3 Approval of New Educational Affiliation Agreement for Occupational Therapy Assistant Program with Gateways Rehab LLC Action
The administration recommends approval of the new educational affiliation agreement for the OTA program with Gateways Rehab in Simi Valley, California.

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

- *3.4 Approval of Educational Affiliation Agreement Renewal for Occupational Therapy Assistant Program with Abbott & Burkhart Therapy Action
The administration recommends approval of the educational affiliation agreement renewal for the OTA program with Abbott & Burkhart Therapy in Ventura, California.
- *3.5 Approval of Instructional Services Agreement Renewal for Criminal Justice Academies with Fullerton Police Department Action
The administration recommends approval of the instructional services agreement renewal for the criminal justice academies with the Fullerton Police Department in Fullerton, California.
- *3.6 Approval of Professional Services Agreement Renewal for Fire Technology Wellness Program with City of Burbank Action
The administration recommends approval of the professional services agreement renewal for the fire technology wellness program with the City of Burbank, California.
- *3.7 Approval of Contract Services Agreement Amendment #2 for Fire Technology Wellness Program with City of Irvine Action
The administration recommends approval of the contract services agreement amendment #2 for the fire technology wellness program with the City of Irvine, California.
- *3.8 Approval of First Amendment to Cooperative Agreement No. 14-Puente-CC-45 Action
The administration recommends approval of the first amendment to the Cooperative Agreement No. 14-Puente-CC-45 as presented.
- *3.9 Acceptance of Donation of Thirty-Two (32) Scott 4.5 Self-Contained Breathing Apparatus (SCBA) Packs for Fire Technology Program at Santa Ana College (SAC) Action
The administration recommends acceptance of the donation of thirty-two (32) Scott 4.5 SCBA packs for the fire technology program at SAC in accordance with Board Policy 3820/Administrative Regulation 3820 as presented.

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

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

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

- *4.2 Approval of Budget Increases/Decreases, Transfers, and Intrafund Transfers Action
The administration recommends approval of budget increases, decreases and transfers, and intrafund transfers from April 7, 2017, to April 28, 2017.
- *4.3 Approval of Quarterly Financial Status Report (CCFS-311Q) for Period Ended March 31, 2017 Action
The administration recommends approval of the CCFS-311Q for the period ending March 31, 2017, as presented.
- 4.4 Quarterly Investment Report as of March 31, 2017 Information
The quarterly investment report as of March 31, 2017, is presented as information.
- *4.5 Approval of Amendment to Agreement with Lenax Construction Services, Inc. for Cost Estimating Consulting Services for new Johnson Student Center at Santa Ana College Action
The administration recommends approval of the amendment with Lenax Construction Services, Inc. for cost estimating consulting services for the new Johnson Student Center at SAC as presented.
- *4.6 Acceptance of Completion of Bid #1311 for Flooring Replacement at Chavez Building at Santa Ana College and Approval of Recording of Notice of Completion Action
The administration recommends acceptance of the project as complete and approval of filing a Notice of Completion with the County as presented.
- *4.7 Rejection of all Bids for Bid #1321 – American with Disabilities Act (ADA) Improvements at 1937 West Chapman Avenue for Santiago Canyon College (SCC) Action
The administration recommends rejection of all bids for Bid #1321 – ADA Improvements at 1937 West Chapman Avenue for SCC as presented.
- *4.8 Approval of Amendment to Agreement with Lionakis for Architectural Services for ADA Paper Towel Dispenser Replacement Project at Santiago Canyon College Action
The administration recommends approval of the amendment to the agreement with Lionakis for architectural services for the ADA paper towel replacement project at SCC as presented.
- *4.9 Approval of Bid #1319 – Sports Field Maintenance – Santiago Canyon College Action
The administration recommends acceptance of the bids and approval of awarding Bid #1319 – Sports Field Maintenance to So Cal Land Maintenance as presented.

*4.10 Approval of Bid #1322 – Purchase of Bond Paper Action
The administration recommends acceptance of the bids and approval of awarding Bid #1322 – Purchase of Bond Paper to Veritiv Operating Company and Kelly Paper Company as presented.

*4.11 Approval of Proposal for Utilization of Contract with Transource Service Corporation for ExaGrid Backup Appliance Action
The administration recommends approval of utilizing Master Price Agreement #MNWNC-130 with Transource Services Corporation for an ExaGrid Backup Appliance, including related peripherals and services and any future renewals, as presented.

5.0 GENERAL

*5.1 Approval of Resource Development Items Action
The administration recommends approval of budgets, acceptance of grants, and authorization for the Vice Chancellor of Business Operations/Fiscal Services or his designee to enter into related contractual agreements on behalf of the district for the following:
- Center for International Trade Development (CITD) State Trade and Export Program (STEP) (District) \$51,462
- Next Generation Courseware Challenge Grant (SAC) - Augmentation \$15,000

*5.2 Approval of Sub-Agreement between RSCCD and SCS Engineers for CalRecycle’s Beverage Container Recycling Program Grant Action
The administration recommends approval of the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.

*5.3 Approval of Memorandum of Understanding between RSCCD and Santa Ana Unified School District (SAUSD) Action
The administration recommends approval of the Memorandum of Understanding between RSCCD and SAUSD for preschool services at Sepulveda Elementary School.

*5.4 Approval of Amendment #1 of Income Agreement between Orange County Superintendent of Schools and RSCCD Action
The administration recommends approval of Amendment #1 of the Income Agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign the agreement on behalf of the district.

5.5 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. Educational Administrator Appointments
 - (1) Administrative Dean
2. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (2 cases)
3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Ms. Judy Chitlik, Interim Vice Chancellor of Human Resources
Employee Organizations: California School Employees Association, Chapter 888

RECONVENE

Issues discussed in Closed Session (Board Clerk)

Public Comment

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

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

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

6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

Action

- Approval of Appointments
- Ratification of Resignations/Retirements
- Approval of Leaves of Absence
- Approval of 2016-2017 Child Development Center Teachers CSEA Chapter 888 Salary Schedules
- Ratification of Layoffs
- Approval of Adjusted 2015-2016 Contract Extension Rates
- Approval of Adjusted 2016-2017 Contract Extension Days

6.1 Management/Academic Personnel (contd.)

- Approval of 2016-2017 Contract Extension Days
- Approval of 2016-2017 Additional Contract Extension Days
- Approval of Stipends
- Approval of Adjusted Column Changes
- Approval of Part-time Hourly New Hires/Rehires
- Approval of Non-paid Instructors of Record

6.2 Classified Personnel

Action

- Approval of New Appointments
- Approval of Out of Class Assignments
- Approval of Changes in Position
- Approval of Changes in Salary Placement
- Approval of Temporary to Hourly Ongoing Assignments
- Approval of Temporary Assignments
- Approval of Additional Hours for Ongoing Assignments
- Approval of Substitute Assignments
- Approval of Miscellaneous Positions
- Approval of Instructional Associates/Associate Assistants
- Approval of Community Service Presenters and Stipends
- Approval of Student Assistant Lists

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

Action

It is recommended that the board approve the agreement with CSEA, Chapter 888 for the period of July 1, 2016, through June 30, 2017.

7.0 ADJOURNMENT - The next regular meeting of the Board of Trustees will be held on Tuesday, May 30, 2017.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)

2323 North Broadway, #107

Santa Ana, CA 92706

Board of Trustees

(Regular meeting)

April 12, 2017

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 4:33 p.m. by Mr. John Hanna. Other members present were Ms. Arianna Barrios, Mr. Zeke Hernandez, Mr. Larry Labrado, and Mr. Phillip Yarbrough. Ms. Esther Chian arrived at the time noted. Ms. Claudia Alvarez was not in attendance due to a business commitment and Ms. Nelida Mendoza was not in attendance due to illness.

Administrators present during the regular meeting were Ms. Judy Chitlik, Mr. Peter Hardash, Dr. John Hernandez, Mr. Enrique Perez, 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. Michael DeCarbo, Academic Senate President, Santiago Canyon College (SCC).

Mr. Hanna asked for a moment of silence for prayer or contemplation for the students who hopefully did well on their mid-terms.

1.3 Approval of Additions or Corrections to Agenda

It was moved by Mr. Yarbrough and seconded by Ms. Barrios to approve an addendum to Item 6.1 (Management/Academic) and Item 6.2 (Classified). The motion carried with the following vote: Aye – Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Chian's advisory vote was aye.

Since Dr. Linda Rose was unable to attend the meeting, Mr. Hanna asked that her written report be attached to the minutes.

1.4 Public Comment

Mr. Gregroy Piero introduced himself and declared his candidacy for the 2017-2018 student trustee position.

Ms. Chian arrived at this time.

1.5 Approval of Minutes

It was moved by Mr. Labrado and seconded by Mr. Hernandez to approve the minutes of the meeting held March 27, 2017. The motion carried with the following vote: Aye – Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Chian’s advisory vote was aye.

1.6 Approval of Consent Calendar

It was moved by Mr. Yarbrough and seconded by Ms. Barrios to approve the recommended action on the following items (as indicated by an asterisk on the agenda) on the Consent Calendar, with the exception of Item 4.5 (Award of Bid #1320 for Reconfiguration of Congressman Correa’s Offices at District Office) removed from the Consent Calendar by Ms. Barrios. The motion carried with the following vote: Aye – Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Chian’s advisory vote was aye.

3.1 Approval of Upward Bound Summer Residential Program Contract with Chapman University

The board approved the Upward Bound Summer Residential Program contract with Chapman University as presented.

3.2 Approval of Lease Agreement between Rancho Santiago Community College District and Santa Ana Unified School District (SAUSD)

The board approved the five-year lease agreement with SAUSD for classroom and support facilities at the Remington Elementary facility as presented.

3.4 Approval of Agreement with TargetSolutions Learning, LLC for Fire Technology Program

The board approved the agreement with TargetSolutions Learning, LLC for the Fire Technology Program as presented.

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

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

4.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

4.2 Approval of Budget Increases/Decreases, Transfers, and Intrafund and Interfund Transfers

The board approved budget increases/decreases, transfers, and intrafund and interfund transfers from March 11, 2017, to March 24, 2017

1.6 Approval of Consent Calendar (contd.)

- 4.3 Approval of Change Order #1 for A&D Fire Sprinklers, Inc. for Fire Line Pump Replacement at District Office
The board approved change order #1 for A&D Fire Sprinklers, Inc. for the fire line pump replacement at the district office as presented.
- 4.4 Acceptance of Completion of Bid #1300 for Fire Line Pump Replacement at District Office and Approval of Recording of Notice of Completion
The board accepted the project as complete and approved filing a Notice of Completion with the County as presented.
- 4.6 Approval of Amendment to Agreement with Lentz Morrissey Architects, Inc. for Architectural Services for Emergency Blue Phone and Americans with Disabilities Act (ADA) Path of Travel Upgrade Project at Various Sites
The board approved the amendment with Lentz Morrissey Architects, Inc. for architectural services for the emergency blue phone and ADA path of travel upgrade project at various sites as presented.
- 4.7 Approval of Amendment to Agreement with HPI Architecture for Professional Design Services for new Johnson Student Center Project at Santa Ana College (SAC)
The board approved the amendment with HPI Architecture for the new Johnson Student Center project at SAC as presented.
- 4.8 Ratification of Award of Bid #1314 for Dance Floor Replacement at Building G (Cook Gym) at Santa Ana College
The board ratified the award of Bid #1314 to Coastal Sports Flooring in Encino for the dance floor replacement at Building G at SAC as presented.
- 4.9 Approval of Agreement with Sandy Pringle Associates for Division of State Architect (DSA) Project Inspector Services for U Portables Certification Project at Santiago Canyon College
The board approved the agreement with Sandy Pringle Associates in Torrance for DSA project inspector services for the U Portables certification project at SCC as presented.
- 4.10 Award of Bid #1315 for U Portables Certification Site Work at Santiago Canyon College
The board awarded Bid #1315 to Minco Construction in Gardena for U Portables certification site work at SCC as presented.
- 4.11 Award of Bid #1316 for U Portables Certification Electrical at Santiago Canyon College
The board awarded Bid #1316 to Minako America Corporation dba Minco Construction in Gardena for U Portables certification electrical at SCC as presented.

1.6 Approval of Consent Calendar (contd.)

4.12 Rejection of Bid #1317 for U Portables Certification Plumbing at Santiago Canyon College

The board rejected Bid #1317 for U Portables certification plumbing at SCC as presented.

4.13 Award of Bid #1318 for U Portables Certification Interior Work at Santiago Canyon College

The board awarded Bid #1318 to Minco Construction in Gardena for U Portables certification interior work at SCC as presented.

5.1 Approval of Resource Development Items

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

- Basic Skills Initiative (SAC) - *Adjustment* -\$ 1,528
- Basic Skills Initiative (SCC) - *Augmentation* \$ 2,138
- California Early Childhood Mentor Program (SAC/SCC) \$ 1,150
- California State Preschool Program (CSPP) Quality Rating and Improvement System (QRIS) Block Grant III (District) \$128,840

5.2 Approval of Sub-Agreement between RSCCD and Garden Grove Unified School District for Assembly Bill (AB) 104 Adult Education Block Grant – Data and Accountability

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

1.7 Recognition of Gerald Ghelfi

The board recognized the longest-tenured faculty member, Mr. Gerald Ghelfi, Professor, History, at Santa Ana College, for fifty-four years of service to the campus community and the Rancho Santiago Community College District.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from the Chancellor

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

2.2 Reports from College Presidents

Dr. John Hernandez, Interim President, Santiago Canyon College, provided a report to the board.

There was no representation from Santa Ana College.

2.3 Report from Student Trustee

Ms. Chian provided a report to the board.

2.4 Reports from Student Presidents

Ms. Chian, Student President, Santiago Canyon College, provided a report to the board.

There was no representation from Santa Ana College.

2.5 Report from Classified Representative

There was no representation from classified staff.

2.6 Reports from Academic Senate Presidents

Mr. Michael DeCarbo, Academic Senate President, Santiago Canyon College, provided a report to the board.

There was no representation from Santa Ana College.

2.7 Reports from Board Committee Chairpersons

Mr. Labrado provided a report on the April 6, 2017, Board Facilities Committee meeting.

3.0 INSTRUCTION

Items 3.1, 3.2, 3.4, and 3.5 were approved as part of Item 1.6 (Consent Calendar).

3.3 Approval of Parking Lease Agreement between Rancho Santiago Community College District and OCR Land LLC

It was moved by Ms. Barrios and seconded by Mr. Labrado to approve the five-year parking lease agreement with OCR Land LLC for 144 parking spaces as presented. Discussion ensued. The motion carried with the following vote: Aye – Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Chian's advisory vote was aye.

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 4.1, 4.2, 4.3, 4.4, and 4.6 through 4.13 were approved as part of Item 1.6 (Consent Calendar).

4.5 Ratification of Award of Bid #1320 for Reconfiguration of Congressman Correa's Offices at District Office

It was moved by Mr. Labrado and seconded by Mr. Hernandez to ratify the award of Bid #1320 to De La Torre Commercial Interiors, Inc. in Orange for reconfiguration of Congressman Correa's offices at the district office as presented. Discussion ensued. Ms. Barrios recused herself from the vote due to a potential conflict of interest. The motion carried the following vote: Aye – Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough; and a vote of abstention from Ms. Barrios. Student Trustee Chian's advisory vote was aye.

5.0 GENERAL

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

5.3 Board of Trustees Cast Ballot for California Community College Trustees (CCCT) Board of Directors Election – 2017

It was moved by Mr. Hanna and seconded by Ms. Barrios to approve casting a vote for the following candidates for the Board of Directors Election – 2017: Stephen Blum, Laura Casas, Stephan Castellanos, Pam Haynes, Andra Hoffman, Jim Moreno, and Marisa Perez. The motion carried with the following vote: Aye – Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Chian's advisory vote was aye.

5.4 Nomination of Phillip Yarbrough to Association of Community College Trustees (ACCT) Public Policy Committee

It was moved by Mr. Hernandez and seconded by Ms. Barrios to approve a letter of nomination for Mr. Yarbrough to serve on ACCT's Public Policy committee during the 2017 calendar year. Discussion ensued. The motion carried with the following vote: Aye – Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Chian's advisory vote was aye.

5.5 Board Member Comments

Ms. Chian indicated that although she arrived late and missed Mr. Gregory Pierot's declaration of candidacy for the 2017-2018 student trustee position, she stated that he would do a good job if he were elected to serve as student trustee. She stated that she did not know of other candidates running for the student trustee position at this time.

Mr. Hernandez reported that he planned to attend the Orange County Community College Legislative Task Force (OCCCLTF) meeting on April 13 and asked board members to let him know if there was anything on the agenda that was of interest to them. Mr. Hernandez asked that the agenda and related information provided for the members of the OCCCLTF be sent to all the trustees.

5.5 Board Member Comments (contd.)

Mr. Hernandez indicated that he and Mr. Yarbrough are considering providing a presentation on Deferred Action for Childhood Arrivals (DACA) students at the Association of Community College Trustees Leadership Congress 2017 to be held September 25-28, 2017, in Las Vegas, Nevada.

Mr. Yarbrough asked that his comments be recorded verbatim in the minutes. He said, "According to this report (Unrestricted General Fund Multi-Year Projection Changes in Budget Stabilization Fund Balance Fiscal Year 2015-2016 to 2020-2021), in two years this district will be insolvent. We will not have any money to pay our bills. In two years, if this was a corporation, we would be filing for Chapter 11 bankruptcy."

Ms. Barrios expressed appreciation for those involved in settling the FARSCCD contract. She thanked Mr. Hanna for appointing her to sit in on the negotiations during mediation, commended the Rancho team on their professionalism, and expressed appreciation for the experience and opportunity.

In response to Mr. DeCarbo's comments during his report Mr. Hanna indicated the bill he was referring to was Senate Bill (SB) 769 Baccalaureate Degree Pilot Program and will be heard on April 26 in the Senate Education Committee.

Mr. Hanna congratulated Mr. Yarbrough on his willingness to seek a nomination to serve on the ACCT Public Policy Committee.

Mr. Hanna expressed appreciation to Ms. Barrios for her participation in the mediation meetings for the collective bargaining negotiations with FARSCCD. He clarified that Ms. Barrios was not a member of negotiating team. Mr. Hanna mentioned the number of concerns expressed to the board by faculty members regarding the FARSCCD contract negotiations and indicated the board was engaged and supported the district's negotiating team. In addition, Mr. Hanna thanked Ms. Chitlik, Mr. Hardash, Mr. Adam O'Connor, and FARSCCD members for their participation in the mediation meetings.

RECESS TO CLOSED SESSION

The board convened into closed session at 6:08 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 Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)

3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Ms. Judy Chitlik, Interim Vice Chancellor of Human Resources
Employee Organizations: Faculty Association of Rancho Santiago Community College District
(FARSCCD)
4. Public Employee Performance Evaluation (pursuant to Government Code Section 54957)
 - a. Chancellor

Ms. Chian left the meeting at this time.

RECONVENE

The board reconvened at 7:08 p.m.

Public Comment

There were no public comments.

Closed Session Report

Ms. Barrios reported during closed session the board discussed public employment, anticipated/potential litigation, labor negotiations, and the chancellor's evaluation, and no action was taken during closed session.

6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

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

- Approve 2015-2016 Adjusted Permanent Chancellor Annual Salary Schedule
- Approve 2016-2017 Permanent Chancellor Annual Salary Schedule
- Approve Appointments
- Approve Interim Assignments
- Approve 2015-2016 Adjusted Permanent FARSCCD Salary Schedules
- Approve 2016-2017 Permanent FARSCCD Salary Schedules
- Approve Changes of Effective Date for Long-term Substitute per Education Codes 87481 & 87482
- Approve Changes of Effective Date for Part-time Hourly New Hire
- Approve Part-time Hourly New Hires/Rehires

6.2 Classified Personnel

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

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

6.3 Public Disclosure of Collective Bargaining Agreement between Rancho Santiago Community College District and Faculty Association of Rancho Santiago Community College District

It was moved by Mr. Labrado and seconded by Mr. Hernandez to approve the collective bargaining agreement with FARSCCD for the period of July 1, 2015, through June 30, 2017. The motion carried with the following vote: Aye – Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough.

7.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on April 24, 2017.

There being no further business, Mr. Hanna declared the meeting adjourned at 7:09 p.m.

Respectfully submitted,

Raúl Rodríguez, Ph.D.
Chancellor

Approved: _____
Clerk of the Board

Minutes approved: May 15, 2017

SAC PRESIDENT’S OFFICE – REPORT TO THE BOARD, April 12, 2017

Accreditation

- SAC received letter from ACCJC confirming due date for our mid-term report being October 15, 2017. However, we are still waiting for confirmation of the date for a visit regarding the baccalaureate degree program for Occupational Studies.

Enrollment

Credit Spring Enrollment

- As of April 6, SAC continues to project at 5194.26 FTES (target being 5164.00) missing target by 160 FTES (2.4%) for spring term.
- When the projected public safety academies FTES are removed from the data, the core credit programs project an increase of 30.26 (+0.59%)
- Overall SAC credit programs are projecting to miss target by 181 FTES (-2.7%).
- SAC marketing efforts for GR8 Weeks and summer semester are ongoing.
- The Fire Technology department plans to offer State-required fire officer training courses in April and May that will improve our projected positive attendance. March enrollment figures for the Sheriff’s Academy could improve FTES as well.

Enrollment Snapshot: As a complement to our overall report on SAC enrollment, this snapshot provides a quick look at currently active SAC college credit students in the spring 2017 semester as of April 5, 2017.

Total Headcount	International Student Headcount	AB540 Headcount	DACA Headcount	Dual Enrollment Headcount	Part Time Headcount	Full Time Headcount
18,786	419	1,355	97	240	13,905	4,880

- **Early Decision for Local High School Seniors:** Beginning on April 25, 2017 over 2,000 high school seniors from approximately 25 area high schools will travel to SAC to complete the process of registering for fall 2017 semester. This effort is a massive college-wide program that engages academic affairs as they work to maximize class seats for incoming freshman and most student services departments who support the orientation, educational planning, and preliminary connection to support services embedded in Early Decision. The process concludes in June and staff continue to follow-up with incoming students until the fall semester is underway.

Noncredit Continuing Education Enrollment

- SAC-SCE is down nearly 11% compared to target through fall term. Fall earned 1,879 FTES compared to a target of 2,107. Spring FTES generation has improved and the gap has closed from 17% to 16% compared to last Spring at this same time.
- Factors attributing to the enrollment decline include no longer offering the Academic Computing Center, inmate population reduction at the Santa Ana Jail, and political factors involving immigration enforcement. SAC-SCE is responding by expanding its community outreach efforts. Holding events at Centennial Education Center and expanding educational programming in Older Adult and expanded Career and Technical Education programs.

Facilities

- **Remington Facility:** The agreements to support the Remington Facility are on the docket seeking Board approval. The site location addresses the geographic area in the city with the highest unmet need for our programs and services. An updated study confirmed the proposed site viability to serve the unmet needs of the community.

- **Budget Reduction Plan:** SAC has developed a budget reduction plan to cut \$1.7 million out of its ongoing Fund 11 expenses for the Adopted Budget. This strategy protects classified employees and student support services, while creating efficiency and productivity in the schedule of classes. SAC will use one-time Fund 13 resources to fill in budget reduction holes where FTES production can be realized.
- **FARSCCD:** the proposed settlement with FARSCCD including retroactive costs (1.02% & 1.06%) have been budgeted for in current FY 2016-17 Fund 11 and have been sequestered in the 7910 object code to allow for expedited payment. The CSEA and Management retroactive payments have already been budgeted for.
- **Electrical Shutdown/Switchover:** is taking place this week (spring break).
- **Central Mall hardscape:** is taking shape with concrete benches poured last week. McCarthy is doing excellent work and making every effort to limit interruption to instruction as much as possible.
- **Security Lockdown Assessment:** Security intends to assess the ability to lockdown the campus with completion of the assessment done by June.

College Activities

- The SAC, School of Continuing Education initiated classes at the newly created homeless shelter near the City Hall courtyard and old bus station. Classes will be Attitudes for Success and GED Preparation.
- **Mission Statement:** SAC continued its work to update the Mission Statement with the input of the SAC Management Council at their meeting on March 29.
- **SAC Research:** The SAC Research team is hard at work producing reports for faculty and staff to use for program review and planning activities. Highlights include:
- **Spotlight Studies:** Spotlight studies are continuously produced at the request of program leaders to learn more about the students participating in their programs, their majors, utilization of support services, and attainment. Spotlight studies have recently been completed on Counseling, the SAC Academies, and Veterans. This data is used to plan and improve programs throughout the year.
- **Emerging Research:**
 - **Placement Data:** As we prepare to welcome high school seniors to the college this fall, their academic placement data is being tracked in English and math to help understand data trends and provide sufficient seats in high demand classes.
 - **School of Continuing Education:** A report highlighting the enrolled student population, their courses of study, academic success, and semester to semester persistence was shared with program leaders who are working together to develop plans for curricular transformation, outreach, and student support.
- **Preparing for Commencement:** SAC is in full commencement preparation mode, with regular consultation/program development meetings established with our City of Santa Ana partners.
- **The Alumni Hall of Fame** will honor five leaders at a celebration prior to commencement.
- **Resource Development Work in Progress:** To maximize the programs and services that we can offer students, the college is currently collaborating on the development of several important funding proposals. The first is a renewal of our STEM-centered MESA program. The second is a collaborative GEAR UP proposal with SAUSD and UCI that will help students from 6th grade through the start of college, and finally, a renewal of our Middle College High School's grant which provides counseling, textbooks, and professional development support to the program.

- **Leave a Legacy:** This program is designed to award funds to various departments and programs on campus (not student clubs) whose activity or proposal has a direct benefit to SAC students. Deadline for proposals was Friday, April 7.
- **Faculty Spotlight:** Gerald Ghelfi will be retiring after serving the district for 54 years. Four years ago, he was recognized at the SAC Excellence Awards for being the only employee having 50 years of service.

Athletics

- Our **Baseball** team lost three games to Saddleback College last week, putting their record at 20-11 overall. This week they take on Long Beach City College in a two game series. **Softball** is on a four-game winning streak after defeating Orange Coast College on Friday. They improve to 19-13 overall, and play against Fullerton College and Cypress College this week. **Beach Volleyball** went 1-1 in their matches last Friday, defeating Fullerton College but losing to Golden West College. **Men's and Women's Track and Field** competed at the San Francisco State Distance Carnival Meet late last month, with several athletes breaking their personal records. They next will participate in the Bryan Clay Invitational at Azusa Pacific University on Friday.

Upcoming Events

- Sustain-A-Palooza **Earth Day:** Wednesday, April 19, 1-5 p.m. at Santa Ana College.
- CEC's Adult Education Department **Open House:** April 22, 11 a.m-3 p.m. This is a new and exciting effort to inform current and prospective students about special programs and services to maintain and boost enrollment.
- In addition, as part of our community outreach and enrollment efforts, the College will participate in the **City of Santa Ana's Cinco de Mayo Festival**, May 6-7, in Downtown Santa Ana.
- The **Ed Arnold Gold Classic** is May 8 at the Mission Viejo Country Club. Registration begins at 9:00 a.m., shotgun start at 11:00 a.m., reception at 4:00 p.m. with dinner at 5:00 p.m. Please join us for a round of golf or dinner.
- On May 13, Basic Fire Academy cadets will assist Orange County Fire Authority with a **smoke detector giveaway and installation program**. This will expose fire technology students to working with firefighters, serving the community, and appropriate installation and location of smoke detectors.

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

Board of Trustees
(Regular meeting)

Monday, April 24, 2017

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 4:32 p.m. by Mr. John Hanna. Other members present were Ms. Claudia Alvarez, Ms. Arianna Barrios, Mr. Zeke Hernandez, Mr. Larry Labrado, Ms. Nelida Mendoza, Mr. Phillip Yarbrough, and Ms. Esther Chian.

Administrators present during the regular meeting were Ms. Judy Chitlik, Mr. Peter Hardash, Dr. John Hernandez, Mr. Enrique Perez, Dr. Raúl Rodríguez, and Dr. Linda Rose. 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 Chief Toni Bland, District Safety & Security, Rancho Santiago Community College District (RSCCD).

1.3 Approval of Additions or Corrections to Agenda

There were no additions or corrections to the agenda.

1.4 Administration of Oath of Allegiance and Badge Pinning to Monte Huotari, Francisco (Frank) Prado, and Raymond Wert; Sergeants, District Safety & Security

Mr. Hanna administered the Oath of Allegiance to Sergeants Monte Huotari, Francisco (Frank) Prado, and Raymond Wert. The board welcomed them to the District Safety & Security office.

1.5 Recognition of Students

The board recognized Mr. Paul Bloom, student at Santiago Canyon College, and Mr. Jason Lamb, student at Santa Ana College, for their scholastic achievements, leadership, and service to the campus community and the Rancho Santiago Community College District.

The board recognized Mr. Dylan Sickler and Ms. Darliene Zepeda-Field, students at Santa Ana College, for their scholastic achievements as being selected to the 2017 Phi

1.5 Recognition of Students (contd.)

Theta Kappa All-California Community College Academic Team, and their service to the campus community and the Rancho Santiago Community College District.

The board recognized Ms. Blaysen Varnadoe, student at Santa Ana College, as being an exceptional basketball player who was named a 2017 All-American by the Women's Basketball Coaches Association.

1.6 Public Comment

There were no public comments.

Mr. Hanna asked Ms. Cervantes to provide a report to the board at this time since she had to leave early for class.

2.4 Reports from Student Presidents

Ms. Lisette Cervantes, Student President, Santa Ana College, provided a report to the board.

1.7 Approval of Consent Calendar

It was moved by Ms. Barrios and seconded by Ms. Alvarez to approve the recommended action on the following items (as indicated by an asterisk on the agenda) on the Consent Calendar, with the exception of Item 5.3 (Sub-Agreement between RSCCD and SCS Engineers for CalRecycle's Beverage Container Recycling Program Grant) removed from the Consent Calendar by Mr. Hanna. The motion carried with the following vote: Aye –Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Chian's advisory vote was aye.

3.1 Approval of Educational Affiliation Agreement Renewal for Occupational Therapy Assistant (OTA) Program with Casa Colina Centers for Rehabilitation, Inc.

The board approved the educational affiliation agreement renewal for the OTA program with Casa Colina Centers for Rehabilitation, Inc. in Pomona, California.

3.2 Approval of Annual Fiscal Increase to Existing Affiliation Agreement with Western Interpreting Network (WIN)

The board approved an annual fiscal increase to the existing affiliation agreement with Western Interpreting Network.

3.3 Confirmation of Santa Ana College (SAC) Associate Degrees and Certificates for Fall 2016

The board confirmed the list of recipients of the SAC Associate Degrees and Certificates for fall 2016 as presented.

- 1.7 Approval of Consent Calendar (contd.)
- 3.4 Confirmation of Santiago Canyon College (SCC) Associate Degrees and Certificates for Fall 2016
The board confirmed the list of recipients of the SCC Associate Degrees and Certificates for fall 2016 as presented.
- 3.5 Approval of Memorandum of Understanding (MOU) between California Baptist University's Division of Online and Professional Studies, and Santiago Canyon College
The board approved the MOU between California Baptist University's Division of Online and Professional Studies, and Santiago Canyon College.
- 4.1 Approval of Payment of Bills
The board approved payment of bills as submitted.
- 4.2 Approval of Budget Increases/Decreases and Budget Transfers
The board approved budget increases, decreases and transfers from March 25, 2017, to April 6, 2017.
- 4.4 Approval of Agreement with Sillman Wright Architects for On-Call Architectural Design Services for Barrier Removal Projects Districtwide
The board approved the agreement with Sillman Wright Architects for on-call architectural design services for barrier removal projects districtwide as presented.
- 4.5 Approval of Agreement with LSA Associates, Inc. for On-Call Traffic Management and California Environmental Quality Act (CEQA) Consulting Services
The board approved the contract with LSA Associates, Inc. for on-call traffic management and CEQA consulting services as presented.
- 4.6 Approval of Proposal for Colleague Licenses for SQL Database from Ellucian Inc.
The board approved the agreement for Colleague licenses for unrestricted SQL Database with Ellucian Inc. as presented.
- 4.7 Approval of Utilization of Contract with Fisher Scientific Company, LLC and VWR International, LLC for Laboratory Equipment and Supplies
The board approved the utilization of contracts as needed with Fisher Scientific Company LLC and VWR International, LLC for the purchase of laboratory equipment and supplies and any future renewals, extensions and addendums, as presented.

1.7 Approval of Consent Calendar (contd.)

4.8 Approval of Independent Contractor

The board approved the following independent contractor: Richard Verches for an extension of services required to complete the leadership and long range economic and workforce planning in consultation with Career Technical Education (CTE), to serve 19 Los Angeles County colleges CTE and workforce/economic units, and manage the Consortium in conjunction with the Orange County Director, including operating duties of the Los Angeles/Orange County Regional Consortium (LAOCRC). Dates of service are March 13, 2017, through June 30, 2017. The fee is estimated at \$71,109.23.

4.9 Approval of Purchase Orders

The board approved the purchase order listing for the period March 11, 2017, through March 31, 2017.

5.1 Approval of Resource Development Items

The board approved budgets, accepted grants, and authorized the Vice Chancellor of Business Operations/Fiscal Services or his designee to enter into related contractual agreements on behalf of the district for the following:
-Child Development Training Consortium (SAC/SCC) - \$13,362.50
Augmentation

5.2 Approval of Sub-Agreement between RSCCD and Orange County Superintendent of Schools for Deputy Sector Navigator Information Communications Technology/Digital Media Grant

The board approved 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.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from the Chancellor

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

2.2 Reports from College Presidents

The following college representatives provided reports to the board:

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

Ms. Barrios asked that the enrollment reports presented by each college president be attached to the minutes for each board of trustees' meeting.

2.3 Report from Student Trustee

Ms. Chian provided a report to the board.

2.4 Reports from Student Presidents

Ms. Chian, Student President, Santiago Canyon College, provided a report to the board.

Ms. Lisette Cervantes, Student President, Santa Ana College, provided a report after Item 1.6 (Public Comments).

2.5 Report from Classified Representative

Ms. Rosemary Touyanou, Student Services Coordinator, Student Outreach Assessment & Career Services, Santiago Canyon College Orange Education Center (OEC), provided a report to the board on behalf of the classified staff.

2.6 Reports from Academic Senate Presidents

The following academic senate representatives provided reports to the board:

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

2.7 Reports from Board Committee Chairpersons

Although the April 21, 2017, Board Fiscal/Audit Committee meeting did not meet requirements for a quorum, Mr. Yarbrough provided a report on the committee meeting.

Mr. Hernandez provided a report on the April 13, 2017, Orange County Community Colleges Legislative Task Force meeting.

3.0 INSTRUCTION

All items were approved as part of Item 1.7 (Consent Calendar).

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 4.1, 4.2, and 4.4 through 4.9 were approved as part of Item 1.7 (Consent Calendar).

4.3 Adoption of Resolution No. 17-10 Regarding Expenditure Transfers to Permit Payment of Obligations

It was moved by Mr. Yarbrough and seconded by Ms. Mendoza to adopt Resolution No. 17-10 regarding expenditure transfers as presented. The motion carried with the following vote: Aye –Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Chian’s advisory vote was aye.

Ms. Barrios left the meeting at this time due to a prior commitment.

4.10 Discussion regarding Rancho Santiago Community College District Financial Status

Mr. Hardash provided a presentation on the district’s financial status as requested by Mr. Yarbrough at the April 12, 2017, board meeting. Board members received clarification on data related to the presentation from Mr. Hardash.

5.0 GENERAL

Items 5.1 and 5.2 were approved as part of Item 1.7 (Consent Calendar).

5.3 Approval of Sub-Agreement between RSCCD and SCS Engineers for CalRecycle’s Beverage Container Recycling Program Grant

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to approve the sub-agreement and authorize the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district. Discussion ensued. It was moved by Ms. Alvarez and seconded by Mr. Yarbrough to postpone action on this item until the next board meeting. The motion to postpone action on this item carried with the following vote: Aye –Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Chian’s advisory vote was aye.

5.4 Approval of Privileges for Student Trustee

It was moved by Ms. Alvarez and seconded by Mr. Yarbrough to approve the following privileges for the student trustee:

- The privilege to make and second motions;
- The privilege to attend closed sessions on matters relating to student discipline;
- The privilege to receive the same compensation as the other members of the board;
- The privilege to serve a term commencing on May 15;
- The privilege to serve on board committees.

5.4 Approval of Privileges for Student Trustee (contd.)

Discussion ensued. Mr. Hanna asked that the motion be amended to include the following additional privileges for the student trustee:

- The privilege to cast advisory votes.
- The privilege to attend conferences like other members of the board of trustees.

The motion to approve the abovementioned privileges, including the additional privileges presented by Mr. Hanna, carried with the following vote: Aye –Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Chian’s advisory vote was aye.

5.5 Board Member Comments

Ms. Alvarez spoke highly of Dr. Milton A. Gordon, fourth president of California State University, Fullerton, and asked that the meeting be adjourned in memory of him since he died on April 18, 2017.

Mr. Hernandez reported he attended a Campaign for College Opportunities meeting and a California Endowment Fund meeting where former United States Secretary of Education, John B. King, Jr., spoke at both events. Mr. Hernandez indicated Dr. King currently serves as the President and Chief Executive Officer of The Education Trust.

Mr. Yarbrough asked that the answers to his questions on Item 4.10 (Discussion regarding RSCCD Financial Status) be included in the minutes.

Ms. Mendoza invited everyone to a 10-year celebration gala for a non-profit veterans’ organization on June 10. She plans to distribute invitations as soon as they are available.

Ms. Mendoza provided a report on a “Fired Up” workshop that she attended at SCC which was geared toward instructors.

Mr. Hanna provided a report on the Community College League of California’s Advisory Committee on Legislation (ACL) meeting he attended on April 17. He indicated that after the meeting, the ACL participants visited staff at the Capitol building to discuss current issues.

RECESS TO CLOSED SESSION

The board convened into closed session at 7:46 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

2. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)
3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Ms. Judy Chitlik, Interim Vice Chancellor of Human Resources
Employee Organizations: California School Employees Association, Chapter 888
4. Public Employee Performance Evaluation (pursuant to Government Code Section 54957)
 - a. Chancellor

Ms. Chian left the meeting at this time.

RECONVENE

The board reconvened at 9:06 p.m.

Closed Session Report

Ms. Mendoza reported during closed session the board discussed public employment, anticipated/potential litigation, labor negotiations, and the chancellor's evaluation; and no reportable action was taken during closed session.

Public Comment

There were no public comments.

6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

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

- Approve New Job Descriptions
- Approve Revised Job Descriptions
- Approve Changes of Assignment
- Approve Changes of Effective Dates for Interim Assignment
- Approve Interim Assignments
- Approve Leaves of Absence
- Ratify Resignations/Retirements
- Approve Changes of Location
- Approve Sabbatical Leaves of Absence
- Approve Banking Leaves of Absence
- Approve Adjusted Leaves of Absence

6.1 Management/Academic Personnel (contd.)

- Approve Stipends
- Approve Adjusted Column Changes
- Approve Part-time Hourly New Hires/Rehires

6.2 Classified Personnel

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

- Approve New Appointments
- Approve Professional Growth Increments
- Approve Changes in Position
- Approve Leaves of Absence
- Ratify Resignations/Retirements
- Approve Temporary Assignments
- Approve Miscellaneous Positions
- Approve Instructional Associates/Associate Assistants
- Approve Student Assistant Lists

6.3 Adoption of Resolution No. 17-09 Authorizing Payment to a Trustee Absent from Board Meeting

It was moved by Mr. Yarbrough and seconded by Ms. Mendoza to adopt Resolution No. 17-09 authorizing payment to Trustee Claudia C. Alvarez who was absent from the April 12, 2017, board meeting. Ms. Alvarez explained that she was not in control of the business commitment that occurred since the parole hearing she was required to attend was in a prison in Northern California where the prisoner is currently incarcerated. In addition, Mr. Hanna noted that the board does not normally meet on a Wednesday (since April 12 was a Wednesday). The motion to adopt Resolution No. 17-09 authorizing payment to Trustee Alvarez for her absence at the April 12, 2017, board meeting due to a hardship deemed acceptable by the board carried with the following vote: Aye – Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough, and a vote of abstention from Ms. Alvarez.

6.4 Adoption of Resolution No. 17-11 Authorizing Payment to a Trustee Absent from Board Meeting

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to adopt Resolution No. 17-11 authorizing payment to Trustee Nelida Mendoza who was absent from the April 12, 2017, board meeting. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough, and a vote of abstention from Ms. Mendoza.

7.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on Monday, May 15, 2017.

There being no further business, Mr. Hanna declared the meeting adjourned at 9:10 p.m., in memory of Dr. Milton A. Gordon, fourth president of California State University, Fullerton, who died on April 18, 2017.

Respectfully submitted,

Raúl Rodríguez, Ph.D.
Chancellor

Approved: _____
Clerk of the Board

Minutes approved: May 15, 2017

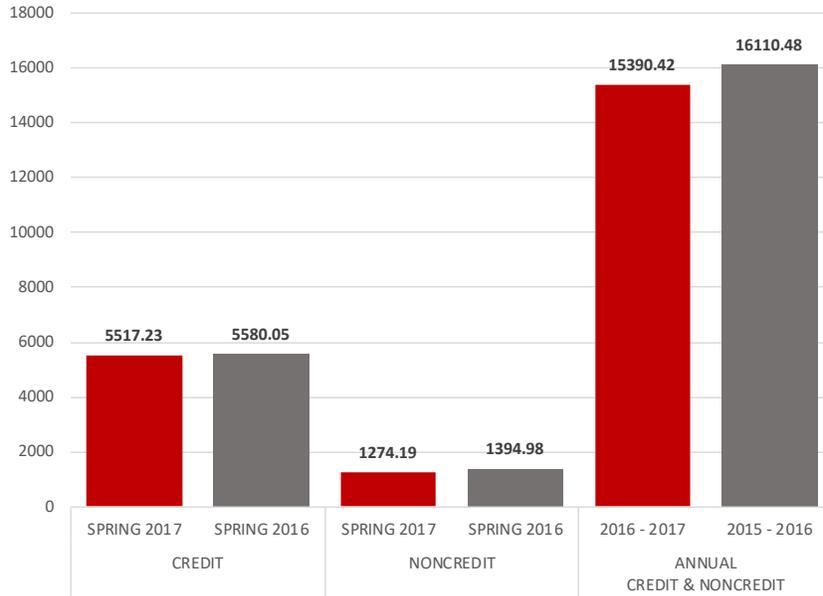
SAC 2017 SPRING ENROLLMENT SNAPSHOT

Date: 04/24/17



SANTA ANA
COLLEGE

SAC 2017 SPRING FTES



SPRING SEMESTER	2016/2017	DIFF	PCT
CREDIT TARGET	6754		
CREDIT PROJECTION	6643.1	-110.9	-2%
NONCREDIT TARGET	2465		
NONCREDIT PROJECTION	1994.35	-470.65	-19%
COMBINED ANNUAL TARGET	20362		
COMBINED ANNUAL PROJECTION	19316.98	-1045	-5%

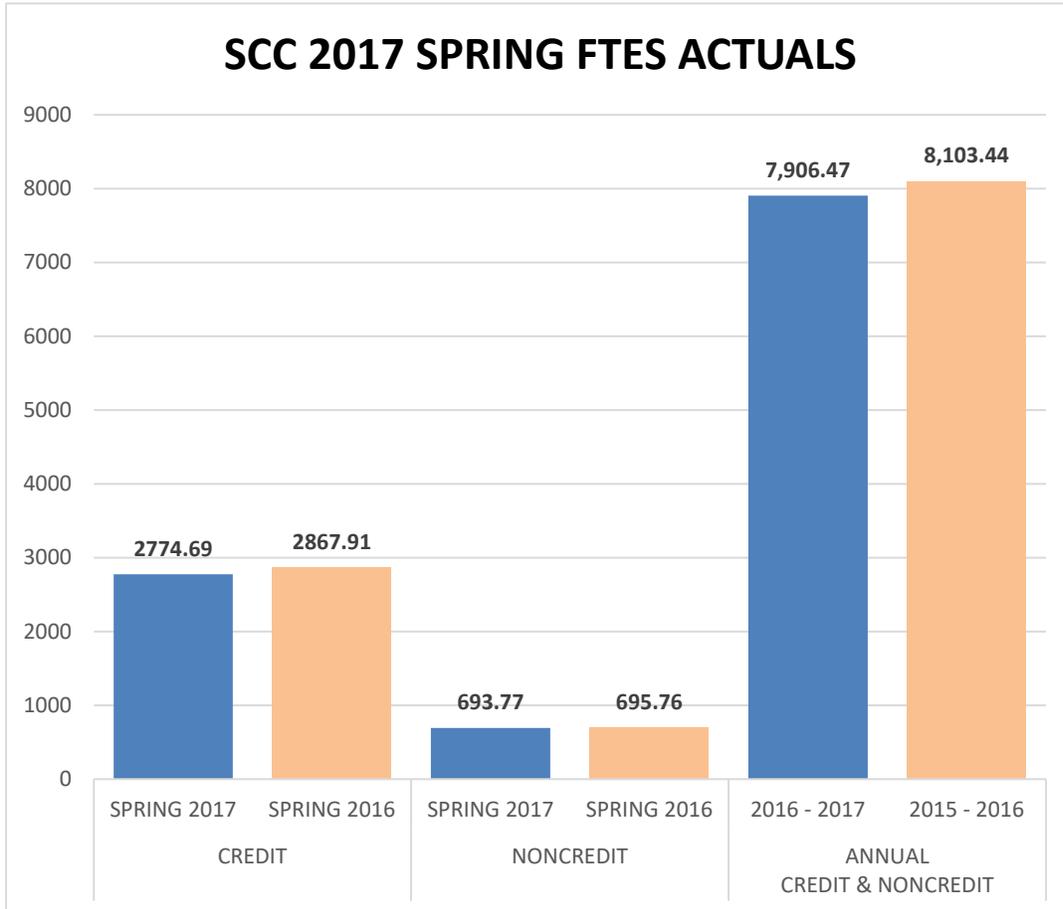
SOURCES:

Executive Dashboard
RG540 report

SCC 2017 SPRING ENROLLMENT SNAPSHOT



Date: 04/24/17



SPRING SEMESTER	2016/2017	DIFF	PCT
CREDIT TARGET	2896		
CREDIT PROJECTION	2827.64	-68.36	-2%
NONCREDIT TARGET	1103		
NONCREDIT PROJECTION	1103	0	0%
COMBINED ANNUAL TARGET	8571		
COMBINED ANNUAL PROJECTION	8390.94	-180.06	-2%
SOURCES:			
Executive Dashboard			
RG540 report			

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

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

Date: April 24, 2017
To: Dr. Raúl Rodríguez
From: Peter J. Hardash
Subject: Responses to Board Requests

From Trustee Phillip Yarbrough

4.3 Why is this only covering the next six weeks? Is this to now prepare us to spend our ending balance to cover our expenses since our expenses are exceeding our income? Will we be presented with a similar resolution after 6/30/2017 for the next fiscal year?

- This resolution is a requirement of the Orange County Department of Education and is prepared each year to authorize the county to make necessary transfers on our behalf in order to ensure all bills are paid during the year end closing process. It is not related to spending down our ending balance. We bring this resolution each year in April.

4.8 Send me the original contract. Why did Richard Verches not fulfill his duties under the original contract?

- Attached is the response from Vice Chancellor Enrique Perez.

NOTE: Original contract not attached to minutes; just response from Mr. Perez.

4.10 Where is the financial information? Why is the information on something this important not released with the docket? Send the report out before the meeting so the board can review it and be prepared to respond.

- Attached are the documents for review and discussion at the Board meeting.

NOTE – the District Financial Status Discussion presentation (19 pages) is now included in the docket online at <https://www.rscsd.edu/Trustees/Pages/Agendas-Minutes.aspx>



MEMORANDUM

Educational Services

TO: Board of Trustees
FROM: Enrique Perez
SUBJECT: Responses to Board of Trustees Requests/Questions
DATE: April 24, 2017

From Trustee Phil Yarbrough:

Regarding Item 4.8

4.8: Send me the original contract. Why did Richard Verches not fulfill his duties under the original contract?

Why did Richard Verches not fulfill his duties under the original contract?

The independent contractor, Richard Verches, did fulfill the duties under the scope of work in the original contract. The need for the extension of services is to comply with an expansion of the scope of work on this grant made by the Chancellor's Office. The Chancellor's Office is requiring additional plans regarding industry and employer outreach strategies, guidance for colleges in connection to planning and priority setting regarding investments in the Strong Workforce Program.

The specific expansion in the scope of work includes:

- Develop, Coordinate and Convene industry and employer engagement strategies, including regional sector councils with participation of CTE Deans and faculty for guidance and advisory role in program and curriculum development and review and validation of credentials
- Develop and coordinate a regional partnership between the leading economic development organizations, chambers and business associations in L.A. County, and COE, DSNs, Deans, Faculty and key leaders of the 19 colleges in the LA Region to align Economic Development, Workforce Development and Higher Education programs and priorities;
- Develop and coordinate an ongoing process for input and guidance from colleges in a regional workforce development and education research agenda to support planning, priority setting, decision making and both local and regional share investments by Community Colleges in CTE and Strong Workforce Programs, including the timely production of regional economic intelligence and priority industry sector reports.
- Develop presentations to deliver as a representative of the LA Region community colleges or on a panel With College partners at state and national conference higher education and workforce development conferences on regional CTE innovation and initiatives, workforce development and education efforts, and/or updates on regional collaboration and partnerships.
- Produce a regional Strong Workforce Program Plan for the L.A. Region colleges and lead process for annual review. Make appropriate edits and additions for approval by LAOCRC CEO Council.

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

**In honor of Classified School Employee Week
May 21-27, 2017**

Resolution No. 17-11

WHEREAS, classified professionals provide valuable and essential services to the colleges and students of the Rancho Santiago Community College District; and

WHEREAS, classified professionals contribute to the establishment and promotion of a positive instructional environment; and

WHEREAS, classified professionals serve a vital role in providing for the welfare and safety of Rancho Santiago Community District's students; and

WHEREAS, classified professionals employed by the Rancho Santiago Community College District strive for excellence in all areas relative to the educational community;

THEREFORE, BE IT RESOLVED, that the Rancho Santiago Community College District hereby recognizes and wishes to honor the contribution of the classified professionals to quality education in the state of California and in the Rancho Santiago Community College District and declares the week of May 21-27, 2017, as Classified School Employee Week in the Rancho Santiago Community College District.

DATED the 15th day of May, 2017.

Ayes:
Noes:
Absent:
Abstain:

Raúl Rodríguez, Ph.D.
Secretary to the Board of Trustees

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College –Student Services

To: Board of Trustees	Date: May 15, 2017
Re: Approval of Academic Talent Search Residential Program Contract with UCLA	
Action: Request for Approval	

BACKGROUND

The Santa Ana College Academic Talent Search program is funded by the U.S. Department of Education. A major goal of the Academic Talent Search program is to help high school student participants become more academically competitive for acceptance to four year universities. One of the strategies to meet this goal has been the annual summer academy held at Santa Ana College inclusive of university campus visits. This year, funding allows for a more intensive university stay providing a more extensive university experience. Thirty (30) rising high school seniors will participate in our Senior Summer Academy that will include test prep classes in the morning and a variety of workshops and speakers each afternoon. This two week program will culminate in a two night stay at UCLA. While at UCLA students will be provided sleeping accommodations in a Resident Hall, served breakfast, lunch, and dinner in the commons, tour the campus, and attend an admissions presentation.

ANALYSIS

UCLA will provide sleeping accommodations in the residence hall, housekeeping services, six meals, and access to several of their facilities during our two night stay. Accommodations are made available to persons with disabilities, each room is equipped with a telephone and have internet access. In addition, each residence hall has safety measures in place that prevent anyone other than paid guests from entering the building.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Academic Talent Search Residential Program contract with UCLA for 2017 as presented.

Fiscal Impact:	Not to exceed \$6,000 (grant funded)	Board Date:	May 15, 2017
Prepared by:	Sara Lundquist, Ph.D., Vice President of Student Services Alicia Kruizenga, Dean, Student Affairs		
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD		

CONFERENCE AGREEMENT

Santa Ana College

AUGUST 3, 2017 - AUGUST 5, 2017

This Agreement is between the Regents of the University of California, on behalf of the Conferences & Catering department of UCLA Housing & Hospitality Services on its Los Angeles Campus (herein referred to as "UCLA Conference Services" or as the "University") and Rancho Santiago Community College District on behalf of Santa Ana College, located at 1530 W. 17th Street, Santa Ana, CA., 92706 (herein referred to as "the Group").

SECTION ONE — DESCRIPTION OF THE CONFERENCE/EVENT

Today's Date:	April 12, 2017	Post Meeting As:	Santa Ana College Academic Talent Search Program 2017
Contact:	Marco A. Ramirez	Res ID:	SAC7A
Title:	Program Director	Sales Contact:	Aubrey Sendra
Organization:	Santa Ana College	Phone:	(310) 825-5305
Address:	1530 W 17th Street Santa Ana, CA 92706	Fax:	(310) 206-7122
		Email:	asendra@ha.ucla.edu

CONTACT/NOTICES: All notices, offers, acceptances, requests and other communications hereunder shall be in writing and shall be deemed delivered if hand delivered, faxed, e-mailed or sent by overnight carrier, certified or registered mail to the Group contact on the first page of this Agreement, or, if to UCLA Conference Services, to the following address: UCLA Address: 330 DeNeve Drive, Suite L02, Los Angeles, CA 90095-1492, Attn: Sales Office or fax number (310) 206-0932. UCLA Conference Services may change the Group's designated contact at any time upon notice. UCLA Conference Services will not be bound by any notice unless delivered to UCLA Conference Services in the manner specified herein.

ENTIRE AGREEMENT: This Agreement and any Exhibits hereto constitute the entire agreement between the parties and supersede any previous communications, representations or agreements, whether written or oral. Due dates are clearly listed throughout this Agreement. Any changes to this Agreement must be made in writing and signed by authorized representatives of each party. If the counter-signed contract is not received by the due date highlighted below and the Group has not notified the Center, all arrangements may be automatically released. Approximately ten (10) business days prior to the conference start date, the Group will receive a Group Resume which specifies mutually agreed upon details regarding the Group's conference.

SIGNED AGREEMENT MUST BE E-SIGNED/PDF/FAX OR DELIVERED TO THE UCLA CONFERENCES & CATERING DEPARTMENT NO LATER THAN 6/1/2017.

UPON RECEIPT OF THIS COUNTER-SIGNED CONTRACT, THIS AGREEMENT BETWEEN UCLA CONFERENCE SERVICES AND THE GROUP BECOMES BINDING.

SECTION TWO — GROUP ROOM RESERVATIONS

INITIAL PROJECTION: UCLA Conference Services will reserve only the sleeping rooms outlined in this Agreement. Should additional sleeping rooms be requested, the Group must submit to UCLA a written request for adjustment. Requests for additional rooms will be accommodated on a space available basis.

UCLA Conference Services will make every reasonable effort to accommodate the Group’s request for additional rooms, subject to availability. Deposits, guarantees, and other procedures will then apply to the adjusted reservation numbers.

PACKAGE PLAN RATES: The Group has requested that participants be housed in Air Conditioned Residence Halls on the UCLA Campus. Package Plan Rates below reflect a package rate that consists of a room and meal plan daily.

Room	Single Rate	Double Rate	Triple Rate
Sproul Landing / Cove	\$ 124.00	\$ 167.00	\$ 200.00

GUEST ROOM RESERVATIONS: UCLA Conference Services will hold the following block of rooms for the Group. Standard check-in time is 4pm and UCLA Conference Services cannot guarantee early check-in prior to this standard check-in time. Every effort will be made to accommodate early arrivals as individual rooms become available. A room key will be provided that will allow access into both sleeping facilities and dining rooms. Standard check-out time is 11am and room keys must be returned to the Front Desk upon departure. Late check-out without prior Front Desk approval or absence of a check out at the Front Desk will result in charges for an additional night’s and/or nights’ room stay. There will be a charge for each lost or unreturned key of \$10.00 for each non-returned electronic key and \$60.00 for each non-returned metal key. These charges, if applicable will be billed to the Group’s Master Bill.

	Thu 08/03	Fri 08/04	Sat 08/05
Sproul Landing / Cove	15	15	Check-out
Double Occupancy			

In the event that the Group requests triple accommodations, please note that triple rooms are *limited and cannot be guaranteed for all participants*. Triple rooms are assigned based on availability and the gender ratio upon receipt of the final rooming list. The Center will make every effort to accommodate the Group’s request for triple rooms, but reserves the right to reassign room types in the event triple rooms are not available.

Please initial in this space that Santa Ana College has read and fully understands that the financial commitment amount due to UCLA Conference Services is a minimum of \$ 4,509.00. This amount is based on the package rate commitment only (room rate x total room nights x ninety percent (90%) as stated in the Attrition Clause (Section 5). This amount does not reflect any additional charges that may be incurred or associated with this conference/event. In the event of a cancellation, the Attrition Clause is no longer applicable but rather the terms and conditions stated in the Cancellation Clause (Section 5).

Santa Ana College Representative (Director/Chief Financial Officer (initial here)_____

ROOMING LIST: A Rooming List must be submitted in the designated format no later than five (5) business days prior to AUGUST 3, 2017. This list must be legible and include the participants’ first and last name, gender, roommate preference (if applicable) and any early arrivals or late departures outside of the contracted event dates. Reasonable changes such as additions, cancellations and corrections to the Rooming List may be made without additional charge at the discretion of UCLA Conference Services. UCLA Conference Services reserves the right to charge a penalty fee of

\$250.00 for any late rooming lists or one submitted that is not considered final and requires an unreasonable amount of changes.

AMENITIES/HOUSEKEEPING: UCLA features an array of room types from private bath accommodations, residential suites, to traditional high-rise buildings offering single, double and even triple occupancy rooms. Please refer to section entitled Package Plan rates for the Group's contracted room type. For more information in regards to amenities and services per each room type go to <http://conferences.ucla.edu>.

All Front Desks of the residential facilities are open 24 hours a day. The address, phone, fax number of the Front Desk servicing the Group will be provided on the Group Resume.

PETS: No animals, except guide dogs for the visually impaired or documented service animals, are permitted in the residential facilities.

SECTION THREE —FOOD & BEVERAGE SERVICES

MEAL PLAN: The Group has selected the American Meal Plan. This meal plan consists of 3 meals per day starting with lunch on the day of arrival and ending with breakfast on the day of departure. See package plan rates listed in Section 2.

DINING ROOMS: UCLA Conference Services will make every effort to assign the Group to a dining facility in which a majority of the Group's participants are residing. However UCLA Conference Services reserves the right, in emergency situations (maintenance, construction, or other reasons) to assign the Group to a specific dining facility and to alter the assignment at any time with advance notice wherever possible. Meals, except catered events, are served all you-care-to-eat and all food and beverages must be consumed in the dining room. Regular dining hour are: *Breakfast – 7:00-9:00am, Lunch – 11am-2pm, Dinner – 5pm-8pm.*

Hours are subject to change based on operational requirements. If the Group requests customized meal hours outside of the hours listed, UCLA Conference Services must be notified in advance of such request. Applicable service charges for customized meal hours are approximately \$350.00/each half hour.

UCLA Conference Services reserves the right to assign a mealtime to the Group, within the regular meal hours listed above, due to unforeseen circumstances. Staggered meal schedules allow for reduce lines, compaction within the dining room and lends to a more enjoyable dining experience. If it becomes necessary to stagger meals, UCLA Conference Services will discuss this option with the Group's on-site contact to mutually agree upon a best time that is least disruptive to the Group's program.

COMMUTER MEAL TICKETS: UCLA Conference Services will allow the Group the opportunity to purchase meal tickets in advance and charge them to the Master Account. The Group will be billed for the meal tickets issued and will receive a credit, minus a processing fee of \$50.00 or a total of 10% of those meal tickets returned, whichever is greater. Refunds requests must be made **no later than 5:00pm on the Group's departure date**. All UN-used meal tickets must be returned to the Group's Sales Manager or to the Sales Office located in Covel Commons, Suite L02 in order to receive any credit. Prices for commuter meal tickets will be detailed in your Group Resume.

CATERING: UCLA Catering is the exclusive caterer for all on-campus residential conferences. UCLA Catering is a full-service caterer and can provide an attractive package for any type of event in addition to or in lieu of the all-you-care-to-eat dining room experience. If a catered event is ordered in lieu of a package plan meal, the Group will receive a package plan meal per person credit towards the catered event in the amount of seventy-five percent (75%). The credit only applies if the entire group has a catered event through UCLA Catering. Meal privileges in the dining rooms will be deactivated for that particular meal.

Please go to <http://catering.ucla.edu> for more information such as menu selections and policies, procedures and guidelines for ordering. Catering services should be ordered a minimum of twenty (20) business days prior to the Group's desired event date. All catered events must be paid prior to arrival and will be part of the Prepayment as stated in Section 4 of this Agreement.

ALCOHOL: Please inform your Sales Manager if you plan on serving alcohol at any event. Any alcohol dispensed in the event facilities, such as meeting rooms and/or outdoor areas, must be by a licensed bartending service or UCLA Catering and must be in accordance with UCLA guidelines and applicable state law.

Alcohol consumption and possession of opened or visible containers (i.e. cups, cans, bottles, cases/boxes) must take place within the assigned event area and/or an assigned sleeping accommodation where the door is closed (for those residential guests that are of twenty-one years of age or older). Additional supervision maybe required to control access for large functions. We reserve the right to refuse service of alcohol to any individual.

SECTION FOUR —DEPOSITS/ADVANCE PAYMENT/BILLING:

DEPOSIT: In order to secure sleeping room accommodations and/or meeting space, UCLA Conference Services requires a non-refundable deposit of:

Deposit Amount	Due Date
\$5,010.00	July 1, 2017

This **non-refundable deposit** will be applied to the Group's Final Bill. All deposits or future payments are to be sent directly to the Accounting Department at the following separate address. Please enclose the attach deposit form (Appendix A) along with your check. All checks need to be made payable to "UC Regents" and marked with the corresponding Reservation ID. Deposits and payments may also be made by credit card via <http://housing.ucla.edu/makeapayment>.

UCLA Housing Accounts Receivable
360 DeNeve Drive, Box 951383
Los Angeles, CA 90095-1383

MASTER ACCOUNT: During the course of the conference, should any additional conference expenses be incurred, these expenses must be pre-approved by an authorized Group representative. The following individuals have the proper authority to sign for the Master Account and/or act on behalf of and bind the Group pursuant to the terms of this Agreement:

NAME: Marco Ramirez SIGNATURE: _____

NAME: _____ SIGNATURE: _____

NAME: _____ SIGNATURE: _____

NAME: _____ SIGNATURE: _____

ADVANCE PAYMENT: Prepayment for 100% of the estimated room and board charges and all auxiliary costs (i.e. meeting room, audio visual, food and beverage, parking, etc.) must be received no later than five (5) business days of the Group's arrival date. If the Group has multiple sessions, prepayment totaling all sessions must be received no later than the Groups first arrival date. In the event of overpayment at the conclusion of the conference and once the Master Bill is considered final, a refund will be provided no later than thirty (30) business days after the last conference departs.

BILLING: The Group will receive a detailed Master Bill approximately fifteen (15) business days from the Group's departure date. The Group should contact UCLA Conference Services' Accounts Receivable Office within ten (10)

business days with any invoice questions or disputes. The invoice will be considered accurate and final if not disputed within the ten (10) day period. Payment of undisputed amounts is due within thirty (30) business days of receipt of invoice. If payment is not received within thirty (30) days, late charges will be accrued monthly at an interest charge of the lesser of 18% per annum or the highest amount allowed by law.

SECTION FIVE — ATTRITION CHARGES/CANCELLATION

ATTRITION CHARGES: The rates and terms in this Agreement are based on several components such as meeting rooms, food and beverage, but most importantly the package rate commitment. Upon signing this Agreement, the Group will be responsible for ninety percent (90%) of its guaranteed block as outlined in Section 2 of this Agreement. If the actual room usage by the Group falls below ninety percent (90%), the Group will still be charged the number of packages guaranteed in this Agreement multiplied by ninety percent (90%).

Please initial in this space that Santa Ana College has read and fully understands the financial commitment as outlined in Section 2.

Santa Ana College Representative (Director/Chief Financial Officer (initial here))_____

CANCELLATION CHARGES: The Group agrees that should it change its meeting location or otherwise cancel this contract, actual damages would be difficult to determine. The following cancellation fees represent a reasonable effort on behalf of UCLA Conference Services to establish actual damages for such cancellation. In the event of a cancellation, the Attrition Clause is no longer applicable. Said cancellation fees shall be due and payable on demand to UCLA Conference Services:

Written Notice Received	Cancellation Charges
18 Months -12 Months from scheduled event date	Forfeit Deposit
12 Months – 9 Months from scheduled event date	75% of Group’s anticipated Gross Revenues*
9 Months – 6 Months from scheduled event date	90% of Group’s anticipated Gross Revenues*
Less than 6 Months from scheduled event date	100% of Group’s anticipated Gross Revenues*
<i>*Gross Revenues is derived from the Package Rate value (inclusive of a meal plan) of contracted sleeping rooms, all Catering functions, and any auxiliary services if the conference/event was held as scheduled.</i>	

Please initial in this space that Santa Ana College has read and fully understands the Cancellation clause as outlined above.

Santa Ana College Representative (Director/Chief Financial Officer (initial here))_____

SECTION SIX — MISCELLANEOUS

PARKING: Parking permits are required at all times for all vehicles parked on campus. The Group may purchase parking permits and arrange parking services in advance and no later than fifteen (15) business days prior to the Group's arrival date. Please contact your Sales Manager for current pricing set at the discretion of UCLA Parking Services. UCLA Conference Services will request parking lot assignments closest to the residential facility where the majority of the Group is residing.

Unused parking permits will be refunded, minus a \$50.00 processing fee or a total of 10% of those permits, whichever is greater, if returned no later than 5:00pm on the Group's departure date. Parking permits are considered unused if there is no date written on daily permits and no initials on the long-term conference permits. Unused permits must be returned in bulk and not on an individual basis. The University is not liable for theft, damage to, or loss of vehicles parked on campus. Vehicles not visibly displaying parking permits, parked illegally or parked in a location not designated on the permit, are subject to ticketing and towing. **UCLA Conference Services will not be responsible for any violations or fines.**

ADA: Venues managed by UCLA Conference Services contain units accessible to people with disabilities. Acceptable rooms for persons with disabilities will be provided at the same cost as those rooms contracted for by the Group. To ensure that specific rooms are provided, please assess the needs of the participants with disabilities and inform the UCLA Conference Services a minimum of fifteen (15) business days prior to the Group's arrival of any special requests. The Group's obligation is to make certain that the program is conducted in such a manner that it is accessible to all persons with disabilities.

TOBACCO FREE FACILITY/DRUG POLICY: As a leader in healthcare and environmental practices, UCLA recognizes its responsibility to exercise leadership by enforcing a smoke and tobacco-free environment. The definition of smoke-free means that smoking, the use of smokeless tobacco products, and the use of unregulated nicotine products (i.e. "e-cigarettes") will be strictly prohibited throughout the entire University campus. The University also prohibits: Unlawful manufacture, distribution, dispensing, possession, use, or sale of, or the attempted manufacture, distribution, dispensing, or sale of controlled substances, identified in Federal and State law or regulations. Possession of paraphernalia for intended or implied use of controlled substances, or paraphernalia possessing controlled substance residue are prohibited.

UCLA NAME: Unauthorized use of the name "University of California Los Angeles," in any form, including the term "UCLA" is prohibited. All promotional materials for the Group's conference must be approved by UCLA Conference Services. The following constitutes uses by the Group of the name "University of California Los Angeles" or "UCLA" that are acceptable to UCLA for the purpose of citing the location of the Santa Ana College Academic Talent Search Program 2017 to be held on the campus of UCLA from AUGUST 3, 2017 - AUGUST 5, 2017. Any references to the "University of California Los Angeles" and to "UCLA" as to the site of the conference/program must meet with the language below:

1. Santa Ana College Academic Talent Search Program 2017 at UCLA
[or "at the University of California Los Angeles"]
2. Santa Ana College Academic Talent Search Program 2017 will take place in Los Angeles on the University of California Los Angeles campus (UCLA).

AGENDA: Any distribution of conference agenda/itinerary specifically stating any meeting room commitments, and timelines such as check-in, registration, etc. must be submitted to UCLA Conference Services for approval. UCLA Conference Services reserves the right to discard or stop circulation of any literature that has not been pre-approved.

BROCHURES/FLYERS/POSTERS: The Group may distribute to attendees, free of charge, non-commercial literature and relevant conference/program materials within meeting spaces or in the residential facility in which the Group is residing. As for posting, the Group must receive approval from UCLA Conference Services. **No unapproved flyers, posters, or other promotional material, including directional signs, may be posted on any walls, pillars, garages, elevators or any other surfaces throughout the Center.** UCLA Conference Services reserves the right to control the timing, placement, and manner in which materials are posted and all materials must comply with applicable laws. A charge of \$10/poster removal will be assessed for unauthorized posting.

FILM PERMITS: The Group is permitted to photograph or otherwise record an event at UCLA venues for non-profit news coverage, training, educational, membership and/or archival use only. The Group must obtain the University's prior written approval and follow guidelines delineated in the UCLA Photography, Motion Picture, and Television Permit. The Group must contact UCLA Events Office via the Center to obtain the permit. The Group's photographers must carry a copy of UCLA's film permit with them at all times.

SHIPPING AND PACKAGES: The Group must notify UCLA Conference Services of any materials being shipped in order to coordinate receipt of packages. All packages sent to UCLA should include the name of the Group, date of program and number of items. Shipment should arrive no earlier than two (2) business days prior to event as UCLA has limited storage space. Charges of \$5.00/per box above a five (5) box limit per Group will be assessed for storing or moving of these materials. UCLA Conference Services accepts no responsibility or liability for the delivery, security or condition of the packages. The Group must make arrangements for any return shipping of any surplus materials. UCLA Conference Services may charge the Group its prevailing rates for shipping to/from UCLA or reserves the right to discard any materials not removed within two (2) business days of departure.

OUTSIDE VENDORS: No vendors retained by the Group will be allowed on Conference Services' premises without the prior written consent of the Conference Services. If Conference Services authorizes and the Group engages a third party vendor (including but not limited to security services, audio/visual equipment and/or services, or other equipment or services), the Group shall provide a copy of the contract between the Group and the vendor, which shall include the vendor agreeing to indemnify, defend and hold harmless The Regents of the University of California for vendor's activities under the agreement, with a certificate of insurance demonstrating vendor insurance coverage by type and with limits required by UC policy. The vendor insurance policy shall be endorsed to name The Regents of the University of California as Additional Insured. Conference Services may refuse to allow Vendor access to the premises if such conditions are not met.

SECURITY/SUPERVISION: UCLA Conference Services is not responsible for providing supervision. UCLA Conference Services reserves the right to charge accordingly if ratio (i.e. 1:10 for underage guests) of chaperones to participants is insufficient, resulting in the need to contact UCLA Campus Escort/Security Office for additional supervision or another reputable agency that is approved by UCLA Conference Services.

RIGHT OF INSPECTION/ENTRY: UCLA Conference Services will have the right to enter and inspect all events. If UCLA Conference Services observes any illegal activity or activity that may result in harm to persons or objects, or may cause harm to the reputation of UCLA Conference Services as deemed by its management, UCLA Conference Services has the right to immediately cancel the event, in which case all of the Group's guests and invitees must immediately vacate the meeting room premises. In such event, the Group will remain liable for all fees and charges related to the function pursuant to the terms of this Agreement.

DAMAGE CLAUSE: If damage to any venues handled by UCLA Conference Services or injury to any person occurs as a result of the acts or omissions of any guest related to the Group, the Group agrees to assume all liability and expense and agrees that, in addition to any other rights as against such guest or others, UCLA Conference Services may charge the Group's Master Account or directly bill the Group for all such charges. The Group shall indemnify, defend and hold harmless UCLA Conference Services and its officers, directors, partners, affiliates, members and employees from and against all demands, claims, damages to persons and/or UCLA Conference Services, losses and liabilities, including reasonable attorney fees (collectively "Claims") arising out of or caused by the negligence or intentional misconduct of the Group or any invitee or vendor affiliated with or brought on UCLA Conference Services' premises at the request or invitation of the Group.

RIGHT OF CENTER TO TERMINATE: The University shall have the right to terminate this Agreement in writing at any time in the event that the Group has materially breached any provisions of this Agreement, in which case UCLA Conference Services may terminate this Agreement in whole or part and the Group will be liable for any and all damages incurred by University, including without limitation all payments pursuant to Section Five above. By way of example

and not limitation, false information provided by the Group to UCLA Conference Services regarding the Group's financial status, its activities, or purpose shall constitute a material breach justifying termination.

DISPUTE RESOLUTION: UCLA Conference Services and the Group agree to use good faith to resolve any disputes under this Agreement through informal means. In the event that formal action must be taken, this Agreement will be interpreted in accordance with the laws of California and the exclusive venue for any dispute arising out of this Agreement shall be the County of Los Angeles. The prevailing party to any litigation shall be entitled to recover, in addition to damages, all legal costs and reasonable attorney fees as fixed by the Court, both at the trial and appellate levels, and in any bankruptcy case and post judgment proceedings. To the extent allowed by the law, the parties hereto hereby waive the right to a jury trial in any action or proceeding regarding this agreement.

TAX EXEMPT: In order for the Group to be Tax Exempt from California State Sales Tax, the Group must furnish a State of California Certificate of Sales Tax Exemption. This certificate must be submitted to UCLA Conference Services no later than thirty (30) business days prior to the Group's arrival date. Federal Tax Exemption is not applicable.

INSURANCE: Property of the Group is the sole responsibility of the Group and/or its owner. The Group agrees that it has procured sufficient insurance to cover the loss of such property. The Group hereby waives any claims under UCLA Conference Services' insurance policy for the loss of the Group's property or the property of any of its attendees or invitees.

The Group must submit to the Center a Certificate of Insurance, or a letter of permissible self-insurance. UCLA Conference Services must receive both the ACORD Certificate of Insurance along with Additional Insured Endorsement specifically naming The Regents of the University of California as additional insured. The documents submitted must show evidence that the Group is insured for the period of the conference/program with a minimum coverage outlined below.

Insurance Requirements per occurrence:

Per occurrence:	\$1,000,000.
Sexual Abuse & Molestation	\$1,000,000.
Sexual Abuse & Molestation Aggregate:	\$2,000,000.
Personal & Advertising Injury:	\$1,000,000.
General Aggregate:	\$2,000,000.

INDEMNIFICATION: The Group shall defend, indemnify, and hold the University, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Santa Ana College, its officers, agents or employees.

University shall defend, indemnify and hold the Group, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents or employees.

DISCLAIMER/LIMITATION OF LIABILITY: The Group agrees that in no event shall the University be liable for (1) any services or products provided by any third party vendor (including, but not limited to, companies that provide meeting registration or management services); or (2) any liability arising out of any agreement between the Group and any third party vendor. In no event shall the University be liable for any indirect, consequential, special or incidental damages of any kind regardless of whether such claim arises in tort or in contract, even if such damages were foreseeable.

FORCE MAJEURE: If either party is delayed, interrupted, or prevented from the performance of this Agreement thereunder by reason of an act of nature, fire, flood, war, public disaster, strikes or labor difficulties, governmental enactment, regulation or order, civil tumult, epidemic, or any other cause beyond its control, such party shall not be

liable to the other therefore, except, however, that the Group shall remain liable for all non-cancelable costs paid and/or contracted by UCLA Conference Services before the event that occasioned the delay, interruption, or prevention. Non-cancelable costs are defined as third party costs if any for services already rendered or items already consumed.

RELATIONSHIP: The persons signing this Agreement for UCLA Conference Services and the Group each warrants that they are authorized to bind UCLA Conference Services and the Group, respectively. Any provision of this Agreement that is deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well as to comply with the provisions of this Agreement.

The Group may not assign or transfer this Agreement or any part thereof without the written consent of UCLA Conference Services. Any attempted assignment or transfer by the Group without such consent may, at the option of UCLA Conference Services, be deemed to be a cancellation of this Agreement by the Group, in which case the Group shall remain liable for all cancellation charged set forth herein.

ACCEPTANCE OF AGREEMENT

This agreement is binding once countersigned by all parties and is also binding on its successors and assigns. In the event that the Group assigns, sells, conveys or otherwise disposes of all or substantially all of its assets (collectively referred to as “assignment”), by operation of law or otherwise, this Agreement and its obligations herein must also be assigned to and assumed by the successor organization, subject to approval by UCLA Conference Services.

If this Agreement is signed by someone/an entity other than the Group (the “Agent”), the Agent hereby certifies and represents that it has the full power, authority and permission to execute this agreement as agent for the Group. In the event that the Agent executes this agreement without such authority, Agent shall remain liable for all payments and obligations hereunder.

IN WITNESS WHEREOF, UCLA Conference Services and the Group have executed this Agreement in manner and form sufficient to bind them as of the date and year set forth on Page One (1) of this Agreement:

UCLA Conferences & Catering Signature:	Santa Ana College Signature:
Printed Name: Aubrey Sendra, CMP	Printed Name: Peter J. Hardash
Title: Sales & Event Manager	Title: Vice Chancellor of Business Operations/Fiscal Services
Date:	Date:
Signature:	
Printed Name: Jason Walley	
Title: Director - Conference & Event Operations	
Date:	

Senior Management (DA156.23):

Director/Chief Financial Officer:

Signature:	Signature:
Printed Name: Samantha D. Chan, CMP	Printed Name: Peter J. Hardash
Title: Director - Conferences, Catering & Marketing	Title: Vice Chancellor of Business Operations/Fiscal Services
Date:	Date:

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

To: Board of Trustees	Date: May 15, 2017
Re: Approval of New Educational Affiliation Agreement for the Occupational Therapy Assistant Program with Life's Toolbox	
Action: Request for Approval	

BACKGROUND

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

ANALYSIS

This educational affiliation agreement covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This educational affiliation agreement shall be effective for five (5) years or until termination by written notice of either party. Dean Simon B. Hoffman and college staff have reviewed the educational affiliation agreement. It carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this new educational affiliation agreement for the Occupational Therapy Assistant Program with Life's Toolbox in Huntington Beach, California.

Fiscal Impact: None	Board Date: May 15, 2017
Prepared by: Carlos Lopez, Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by: Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

EDUCATIONAL AFFILIATION AGREEMENT

Occupational Therapy Assistant Program

THIS AGREEMENT is made and entered into by and between, **Life's Toolbox**, hereinafter called the Agency, and **Rancho Santiago Community College District** on behalf of **Santa Ana College**, hereinafter called the District.

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

A. For the Program in General

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

B. For Program Planning

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

C. For Occupational Therapy Assistant Program Students

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

PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

A. For the Program in General

1. The Agency will maintain the standards, which make it eligible for approval as a clinical area for instruction in accredited Occupational Therapy Assistant Program programs. To further this, the Agency agrees to provide and maintain personnel who are in its opinion, capable and qualified in those divisions in which students are placed.
2. The administration of the service and patient care at the Agency shall be the responsibility of and under the control and supervision of the Agency and shall be administered through the Agency and shall be administered through the Agency staff.
3. The Agency will designate a staff member who will function as Education Coordinator for Occupational Therapy Assistant Program education uses of the Agency facilities, including joint planning and representatives of all involved Occupational Therapy Assistant Program programs.
4. The Agency will provide orientation for students and faculty to familiarize them with Agency policies and facilities before assigning them to duties at the Agency.

5. The Agency will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
6. The Agency will permit the faculty and students of the District to use its patient care and patient service facilities for clinical education according to approved curricula.
7. The Agency will confer with the District prior to making a commitment for new or expanded use of its clinical facilities by any other Occupational Therapy Assistant Program that interfere with current student placement.

B. For Services and Facilities

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

C. For the Control of District Personnel

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

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

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

B. Insurance:

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

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C. Indemnification

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

PART V. **STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS**

- A. Occupational Therapy Assistant Program students shall have the status as learners and shall not be considered to be Agency employees nor shall they replace Agency staff. Any service rendered by the student during the experience is to be considered in addition to planned patient care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for patient care in areas where students are obtaining clinical experience.
- B. Occupational Therapy Assistant Program students are subject to the authority, policies, and regulations of the district. They are also subject, during clinical assignment, to applicable agency regulations and must conform to the same standards as are for Agency employees in matters relating to the welfare of patients and general Agency operations.

- C. The District will be responsible for assuring that health care students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

PART VI. PERIOD OF AGREEMENT, TERMINATION

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

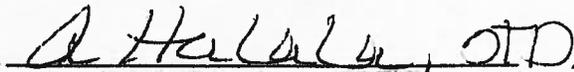
IN WITNESS WHEREOF, the said parties have hereunto set their hands:

**District: Rancho Santiago Community
College District**

Agency: Life's Toolbox

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

**Life's Toolbox
17541 Prescott Lane
Huntington Beach, CA 92647**



Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services

Annette Hatala, OTD
Owner, Head Mentor

Date: _____

Date: 03/09/2017

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

To:	Board of Trustees	Date: May 15, 2017
Re:	Approval of New Educational Affiliation Agreement for the Occupational Therapy Assistant Program with Gateways Rehab LLC	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

This educational affiliation agreement covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This educational affiliation agreement shall be effective for five (5) years or until termination by written notice of either party. Dean Simon B. Hoffman and college staff have reviewed the educational affiliation agreement. It carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this new educational affiliation agreement for the Occupational Therapy Assistant Program with Gateways Rehab LLC in Simi Valley, California.

Fiscal Impact:	None	Board Date: May 15, 2017
Prepared by:	Carlos Lopez, Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

EDUCATIONAL AFFILIATION AGREEMENT

Occupational Therapy Assistant Program

THIS AGREEMENT is made and entered into by and between **Gateways Rehab, LLC**, hereinafter called the Agency, and **Rancho Santiago Community College District on behalf of Santa Ana College**, hereinafter called the District.

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

A. For the Program in General

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

B. For Program Planning

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

C. For Occupational Therapy Assistant Program Students

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

PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

A. For the Program in General

1. The Agency will maintain the standards, which make it eligible for approval as a clinical area for instruction in accredited Occupational Therapy Assistant Program programs. To further this, the Agency agrees to provide and maintain personnel who are in its opinion, capable and qualified in those divisions in which students are placed.
2. The administration of the service and patient care at the Agency shall be the responsibility of and under the control and supervision of the Agency and shall be administered through the Agency and shall be administered through the Agency staff.
3. The Agency will designate a staff member who will function as Education Coordinator for Occupational Therapy Assistant Program education uses of the Agency facilities, including joint planning and representatives of all involved Occupational Therapy Assistant Program programs.
4. The Agency will provide orientation for students and faculty to familiarize them with Agency policies and facilities before assigning them to duties at the Agency.

5. The Agency will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
6. The Agency will permit the faculty and students of the District to use its patient care and patient service facilities for clinical education according to approved curricula.
7. The Agency will confer with the District prior to making a commitment for new or expanded use of its clinical facilities by any other Occupational Therapy Assistant Program that interfere with current student placement.

B. For Services and Facilities

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

C. For the Control of District Personnel

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

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

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

B. Insurance:

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

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C. Indemnification

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

PART V. **STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS**

- A. Occupational Therapy Assistant Program students shall have the status as learners and shall not be considered to be Agency employees nor shall they replace Agency staff. Any service rendered by the student during the experience is to be considered in addition to planned patient care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for patient care in areas where students are obtaining clinical experience.
- B. Occupational Therapy Assistant Program students are subject to the authority, policies, and regulations of the district. They are also subject, during clinical assignment, to applicable agency regulations and must conform to the same standards as are for Agency employees in matters relating to the welfare of patients and general Agency operations.

- C. The District will be responsible for assuring that health care students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

PART VI. PERIOD OF AGREEMENT, TERMINATION

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

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

**District: Rancho Santiago Community
College District**

Agency: Gateways Rehab, LLC

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

**Gateways Rehab, LLC
2470 Sterans Street, #173
Simi Valley, CA 93063**

Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services

Manoj K. Parida, OTR/L

Manoj K. Parida, OTR/L
Area Manager

Date: _____

Date: 03/21/2017

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

To: Board of Trustees	Date: May 15, 2017
Re: Approval of Educational Affiliation Agreement Renewal for the Occupational Therapy Assistant Program with Abbott & Burkhart Therapy	
Action: Request for Approval	

BACKGROUND

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

ANALYSIS

This educational affiliation agreement covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This agreement shall be effective for five (5) years or until termination by written notice of either party. Dean Simon B. Hoffman and college staff have reviewed the educational affiliation agreement. It carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this educational affiliation agreement renewal for the Occupational Therapy Assistant Program with Abbott & Burkhart Therapy in Ventura, California.

Fiscal Impact: None	Board Date: May 15, 2017
Prepared by: Carlos Lopez, Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by: Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

EDUCATIONAL AFFILIATION AGREEMENT

Occupational Therapy Assistant Program

THIS AGREEMENT is made and entered into by and between **Abbott & Burkhart Therapy**, hereinafter called the Agency, and **Rancho Santiago Community College District on behalf of Santa Ana College**, hereinafter called the District.

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

A. For the Program in General

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

B. For Program Planning

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

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

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1. The Agency will permit the educational use of such supplies and equipment as are commonly available for patient care.
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1. Publication by District faculty, or Agency staff members of any material relative to their clinical experience, that has not been approved for release by the District and Agency signers of this agreement, is prohibited.

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PART V. STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS

- A. Occupational Therapy Assistant Program students shall have the status as learners and shall not be considered to be Agency employees nor shall they replace Agency staff. Any service rendered by the student during the experience is to be considered in addition to planned patient care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for patient care in areas where students are obtaining clinical experience.
- B. Occupational Therapy Assistant Program students are subject to the authority, policies, and regulations of the district. They are also subject, during clinical assignment, to applicable agency regulations and must conform to the same standards as are for Agency employees in matters relating to the welfare of patients and general Agency operations.

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

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

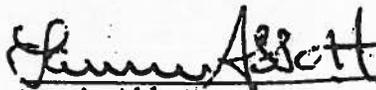
**District: Rancho Santiago Community
College District**

Agency: Abbott & Burkhart Therapy

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

**Abbott & Burkhart Therapy
1601 Eastman Avenue, Suite 103
Ventura, CA 93003**

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



**Laurie Abbott
Owner**

Date: _____

Date: 03/24/2017

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Human Services and Technology Division**

To:	Board of Trustees	Date: May 15, 2017
Re:	Approval of Instructional Services Agreement Renewal for the Criminal Justice Academies with Fullerton Police Department	
Action:	Request for Approval	

BACKGROUND

Over the past twelve plus years, Santa Ana College and the Fullerton Police Department have shared in a partnership that provides quality and professional law enforcement training for their agency. The attached agreement will be used to continue the instructional services partnership with the listed agency. The previous agreement renewal was established in June 2012.

ANALYSIS

This renewal agreement shall remain in effect for five (5) years or until terminated by either party. This renewal agreement has been reviewed by Dean Bart Hoffman and college staff. The annual cost for this agreement is not to exceed \$6,000 per fiscal year.

RECOMMENDATION

It is recommended that the Board of Trustees approve this instructional services agreement renewal for the criminal justice academies with Fullerton Police Department in Fullerton, California.

Fiscal Impact:	\$6,000/fiscal year	Board Date: May 15, 2017
Prepared by:	Carlos Lopez, Vice President of Academic Affairs Bart Hoffman, Dean of Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

STANDARD INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT

With:

THIS AGREEMENT is entered into this 1st day of June, 2017,
by and between the Rancho Santiago Community College District, 2323 North
Broadway, Santa Ana, California 92706-1640 (District) and the Fullerton Police
Department (Agency).

RECITALS

WHEREAS, under Government Code Section 53060 and Education Code
Section 78021, the Rancho Santiago Community College District desires to contract with
Agency as an independent contractor to the District; and

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

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

NOW THEREFORE, Agency and District agree as follows:

PROVISIONS OF THE AGREEMENT

A. AGENCY'S RESPONSIBILITIES:

1. **Services** - Agency's responsibility shall be to diligently furnish to
the District the services and materials as set forth in Attachment A, hereby incorporated
in this Agreement by this reference.

2. **Student Attendance Records**. Records of student attendance and
achievement will be maintained by Agency. Records will be open for review at all times

by officials of the District and submitted on a schedule developed by the District.

3. Non-Discrimination. Agency agrees that it will not engage in unlawful discrimination of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or age, or sex of such person.

4. Applicable Law. Agency agrees to comply with all federal, state, and local laws, rules regulations, and ordinances that are now or may in the future become applicable to Agency, Agency's business, equipment, and personnel engaged in operations covered by this agreement or occurring out of the performance of such operations.

B. DISTRICT'S RESPONSIBILITIES

1. Educational Program. District is responsible for the educational program that will be conducted on site.

2. 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 (Title 5, Section 58058) who has met the minimum qualifications for instruction in a vocational subject in a California community college.

3. Instructor Who Is Not a District Employee - District's Responsibilities. Where Agency'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 Agency's instructor.

4. Qualifications of Instructors. District shall list the minimum

qualifications for instructors teaching these courses. Such qualifications shall be consistent with requirements specified by the District.

5. District's Control of and Direction for Instructors. District shall provide instructors with an orientation, instructor's manual, course outlines, curriculum materials, testing and grading procedures, and any of the other necessary materials and services that it would provide to its hourly instructors on campus.

6. Courses of Instruction. These are specified in Attachment A to this Agreement. It is the District's responsibility to insure that the course outline of records are approved by the District's curriculum committee pursuant to Title 5 course standards, and that the courses have been approved by the District's board of trustees.

7. Different Section of Courses. District shall have procedures to insure 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, courses, and the students.

8. Enrollment. District will advise Agency 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.

9. Obtaining Approval of Degree and Certificate Programs 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 delegate authority to separately approve those courses locally.

10. 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, Sections 55230-55232, concerning approval by adjoining high school or community college districts and use of non-District facilities.

11. 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.

12. Certification. District is responsible for obtaining certification verifying that the instruction activity to be conducted will not be fully funded by other sources. (Title 5, Section 58051.5)

C. FEE

1. Agency Fee and Expenses - The fee to be paid by District for the services and materials to be supplied hereunder is: Two dollars and seventy cents (\$2.70) per student contact hour, not to exceed 2,222 student contract hours or \$ \$6,000 per fiscal year. Annual limits shall not be exceeded without the expressed permission from either the Dean of Human Services/Technology Division or the Assistant Dean of Criminal Justice Academies.

2. The Agency shall invoice the District at the conclusion of each class, supplying mutually acceptable documentation of student contact hours for each class.

D. TERMS AND CONDITIONS

1. Facilities. Agency and District agree that the course shall be held at facilities that are clearly identified as being open to the general public. (Title 5, Section 58051.5)

2. Open Enrollment. District and Agency 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. (Title 5, Sections 51006 and 59106) 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. (Title 5, Section 55005)

3. Support Services for Students. Both Agency and District shall insure that ancillary and support services are provided for the students (e.g. Counseling and Guidance, and Placement Assistance).

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

5. Term. This Agreement shall be in effect for the period of June 1st, 2017 through May 31st, 2022, unless earlier terminated by either party in the manner set forth herein. This agreement may be extended for one (1) additional year by mutual agreement between the parties no later than one month prior to the anniversary date of the Agreement. Either party may cancel or terminate this Agreement without cause upon 30 days prior written notice given by either party.

6. Termination for Cause. The District may terminate this Agreement and be relieved of any consideration to Agency should Agency 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 of the District shall be deducted from any sum due the Agency under this Agreement, and the balance, if any, shall be paid by the Agency.

7. Assignments. This Agreement is personal and shall not be assigned by Agency either in whole or in part. Any such purported assignment voids this Agreement.

8. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If to District:

Rancho Santiago Community College District
Attn: Vice Chancellor, Business Operations and Fiscal Services
2323 North Broadway
Santa Ana, California 92706

If submitting an invoice, insert: "Attn: Accounts Payable"

If to Agency:

Fullerton Police Department
237 West Commonwealth Avenue
Fullerton, CA 92706

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 the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

10. Modifications. No modifications or variations 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, and no alterations or variations of the terms of this Agreement unless made in writing between the parties hereto, shall be binding on any of the parties hereto.

11. Insurance: Each Party to this Agreement shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, property damage and including a contractual liability endorsement with a limit of liability at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; California Workers' Compensation Insurance on their employees performing any services under this Agreement; and, such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance. Certificates of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement may be requested by either party.

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, this Agreement has been executed by the parties
hereto on the day and year first written above.

Agency: FULLERTON POLICE
DEPARTMENT

District: RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

By: _____

By: _____

Name: _____

Name: Peter J. Hardash

Title: _____

Title: Vice Chancellor of
Business Operations/Fiscal Services

Date: _____

Date: _____

ATTACHMENT A

STANDARD INTER-AGENCY SERVICES AGREEMENT

SERVICES TO BE PROVIDED BY AGENCY:

1. **Teaching Approved Curriculum:** All student contact hours submitted by the Agency to the District shall be part of a course of instruction that has either been approved by the college's Curriculum and Instruction Council, or has been accepted as a topics course and approved by the college's Chief Instructional Officer.

2. **Instructor Qualifications:** All student contact hours submitted by the Agency to the District shall have been taught under the line of sight supervision of instructors who meet the college's minimum or equivalent qualifications for hiring as part-time Criminal Justice Instructors. This expertise is furnished at the expense of the Agency. 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 FTES funded courses through the Criminal Justice Academies Department at Santa Ana College.

4. **Enrollment of Students:** The District will supply current student enrollment forms to the Agency who will return properly completed enrollment forms to the District prior to beginning instruction.

5. **Instructional Activities:** The Administrators of Rancho Santiago Community College District and Agency (and/or their designees) will meet at mutually agreed intervals to plan, schedule and budget for instructional activities, the joint consent of the District and the Agency shall precede any instructional activity.

6. **List of Courses** - The following is a partial list of applicable courses for contract instruction:

1) 039A First Aid/CPR Refresher

2) 006B Arrest and Control Training

3) Related courses approved by the Assistant Dean, Criminal Justice Academies and specific to Criminal Justice and all other approved Criminal Justice related courses offered at Santa Ana College.

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

To:	Board of Trustees	Date: May 15, 2017
Re:	Approval of the Professional Services Agreement Renewal for the Fire Technology Wellness Program with the City of Burbank	
Action:	Request for Approval	

BACKGROUND

The Fire Technology Wellness Program has worked with the City of Burbank in the past, providing wellness classes for the Burbank Fire Department. The City of Burbank has requested this renewal of the professional services agreement for the period of July 1, 2017 to June 30, 2018.

ANALYSIS

This professional services agreement covers the scope of work that is provided by the SAC Fire Technology Wellness Program. This agreement generates money for the college. This professional services agreement renewal shall be effective for one (1) year unless terminated by written notice of either party. This agreement generates revenue for Santa Ana College not to exceed \$31,200. Dean Simon B. Hoffman and college staff have reviewed this amendment.

RECOMMENDATION

It is recommended that the Board of Trustees approve the professional services agreement renewal for the Fire Technology Wellness Program with the City of Burbank, California.

Fiscal Impact:	None	Board Date: May 15, 2017
Prepared by:	Carlos Lopez, Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

PROFESSIONAL SERVICES AGREEMENT

DATE: February 27, 2017

PARTIES: "CLIENT"

THE CITY OF BURBANK, a municipal corporation

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

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

THE "CONSULTANT"

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

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

Mailing Address: 1530 West 17th Street
Santa Ana, CA 92706-3398

TERM: Commencement date: July 1, 2017
Completion date: June 30, 2018

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

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

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

SAC-17-018

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

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

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

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

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

SAC-17-018

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

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

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

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

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

Waiver Approved:

City Attorney or designee

Management Services Director or designee

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

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

Waiver Approved:

City Attorney or designee

Management Services Director or designee

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

Waiver Approved:

City Attorney or designee

Management Services Director or designee

10.0 Miscellaneous Insurance Requirements.

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

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

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

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

11.0 Work Product.

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

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

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

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

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

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

13.0 Miscellaneous Terms.

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

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

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

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

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

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

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

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

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

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

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

"CONSULTANT"

"CLIENT"

Signature

Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services

ATTEST:
Office of the City Clerk

By: _____

Zizette Mullins, MMC
City Clerk

Signature

Betsy McClinton
Management Services Director

Approved as to Form
Office of the City Attorney

By: _____

Jina Oh
Senior Assistant City Attorney

SAC-17-018

EXHIBIT A

SCOPE OF SERVICES

The Instructor, as an independent contractor, agrees to perform during the term of this Agreement, a Wellness Class for the City of Burbank Fire Department on behalf of the Management Services Department. The estimated number of students that will participate in the class will be approximately 300. The Wellness Class will begin in July 2017 and be completed in June 2018. The class will include the following:

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

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

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

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

EXHIBIT B

SCHEDULE OF COMPENSATION

Fee/Terms

- 104.00 per person (\$92.00 registration fee + \$12.00 material fee) for California Residents and \$602.00 per person for Non-Residents.

TOTAL AMOUNT NOT TO EXCEED \$31,200.00

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

To:	Board of Trustees	Date: May 15, 2017
Re:	Approval of Contract Services Agreement Amendment #2 for the Fire Technology Wellness Program with the City of Irvine	
Action:	Request for Approval	

BACKGROUND

The Fire Technology Wellness Program provides wellness classes for officers of the City of Irvine Police Department. This amendment is to extend the current contract services agreement for one additional year (through September 14, 2018).

ANALYSIS

This contract services agreement covers the scope of work as provided by the SAC Fire Technology Wellness Program. The amendment will extend the contract services agreement for one (1) year. This agreement will carry tuition revenue for Santa Ana College of up to \$10,400 for the fiscal year. It has been reviewed by Dean Simon B. Hoffman and college staff.

RECOMMENDATION

It is recommended that the Board of Trustees approve this contract services agreement amendment #2 for the Fire Technology Wellness Program with the City of Irvine, California.

Fiscal Impact:	None	Board Date: May 15, 2017
Prepared by:	Carlos Lopez, Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

**AMENDMENT NUMBER 2
TO "AGREEMENT FOR CONTRACT SERVICES"**

THIS AMENDMENT NUMBER 2 TO AGREEMENT FOR CONTRACT SERVICES (the "Second Amendment") is made and entered into as of May 15, 2017 by and between the City of Irvine, a municipal corporation ("City") and Rancho Santiago Community College District/Santa Ana College, a public postsecondary education institution ("Contractor"), for the purpose of amending the written "Agreement for Contract Services" entered into between City and Contractor as of September 15, 2015, City of Irvine contract number 8940 (the "Agreement").

1. The expiration date of the Agreement is changed from September 14, 2017 to September 14, 2018.
2. PART V, BUDGET is modified to state that the not-to-exceed value for the current renewal period is \$10,400.00.
3. Except as set forth in this Second Amendment, all terms, conditions and provisions of the Agreement are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to the Agreement to be executed by their respective duly authorized agents as of the date first set forth above.

CITY OF IRVINE

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT/SANTA ANA
COLLEGE**

By: _____
Mike Hamel
Chief of Police

By: _____
Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services

Date: _____

Date: _____

By: _____
Molly McLaughlin City
Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

Jeffrey Melching

**AMENDMENT NUMBER 1
TO "AGREEMENT FOR CONTRACT SERVICES"**

THIS AMENDMENT NUMBER 1 TO AGREEMENT FOR CONTRACT SERVICES (the "First Amendment") is made and entered into as of July 18, 2016 by and between the City of Irvine, a municipal corporation ("City") and Rancho Santiago Community College District/Santa Ana College, a public postsecondary education institution ("Contractor"), for the purpose of amending the written "Agreement for Contract Services" entered into between City and Contractor as of September 15, 2015, City of Irvine contract number 8940 (the "Agreement").

1. The expiration date of the Agreement is changed from September 14, 2016 to September 14, 2017.
2. PART I, FUNDAMENTAL TERMS, D. Party Representatives is modified to replace person/officer designated to act on City's behalf with Michael Hallinan, email: mhallinan@cityofirvine.org.
3. PART V, BUDGET is modified to state that the not-to-exceed value for the current renewal period is \$10,400.00.
4. Except as set forth in this First Amendment, all terms, conditions and provisions of the Agreement are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the Agreement to be executed by their respective duly authorized agents as of the date first set forth above.

CITY OF IRVINE

**RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT/SANTA ANA COLLEGE**

By: _____

Mike Hamel
Chief of Police

By: _____

Peter J. Hardash
Vice Chancellor

Business Operations & Fiscal Services

Attest
By: _____

Molly McLaughlin
City Clerk

Date: _____

8/16/16

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

Jeffrey Melching

CONTRACTS SCAN SHEET

CONTRACT NUMBER: 8940

CONTRACT TYPE: SERVICES

DEPARTMENT: PUBLIC SAFETY
Department initiating contract

CONTRACT DATE: 09/15/2015
As stated in the Terms sections of contract

EXPIRATION DATE: 09/14/2016
As stated in the Terms sections of contract

MEETING DATE:
Date of meeting where contract was approved

ITEM NUMBER:
Item number of meeting where contract was approved

CONTRACT AMOUNT: NOT TO EXCEED 10,400.00
As stated in Budget section of contract

CONTRACT NAME: RANCHO SANTIAGO COMMUNITY
As stated in first paragraph of contract COLLEGE DISTRICT/SANTA ANA
COLLEGE

CONTRACT SUBJECT: FITNESS AND WELLNESS
As stated in Description of Services section of contract PROGRAM

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into as of September 15, 2015 by and between the CITY OF IRVINE, a municipal corporation ("City"), and RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT/SANTA ANA COLLEGE, a public postsecondary educational Institution ("Contractor"). (The term Contractor includes professionals performing in a consulting capacity.)

PART I

FUNDAMENTAL TERMS

A. Location of Project: The City of Irvine location(s) as set forth in PART IV, Scope of Services, included herein.

B. Description of Services/Goods to be Provided: Fitness and Wellness Program for the City of Irvine Public Safety Department in accordance with PART IV, Scope of Services, included herein.

C. Term: Unless terminated earlier as set forth in this Agreement, the services shall commence on September 15, 2015 ("Commencement Date") and shall continue through September 14, 2016. The City reserves the right to extend this Agreement for up to four (4) additional one (1) year periods. Such extension shall only be valid if effectuated in writing by the City.

D. Party Representatives:

D.1. The City designates the following person/officer to act on City's behalf: Michael Sherwood, email: msherwood@cityofirvine.org

D.2. The Contractor designates the following person to act on Contractor's behalf: Terri Wann, email: wann_terri@sac.edu.

E. Notices: Contractor shall deliver all notices and other writings required to be delivered under this Agreement to City at the address set forth in Part II ("General Provisions"). The City shall deliver all notices and other writings required to be delivered to Contractor at the address set forth following Contractor's signature below.

F. Attachments: This Agreement incorporates by reference the following Attachments to this Agreement:

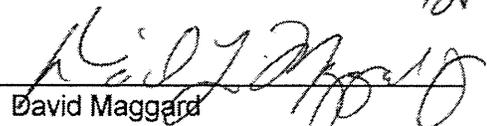
- F.1. Part I: Fundamental Terms
F.2. Part II: General Provisions
F.3. Part III: Special Provisions
F.4. Part IV: Scope of Services
F.5. Part V: Budget

G. Integration: This Agreement represents the entire understanding of City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

CITY OF IRVINE

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT/SANTA ANA COLLEGE

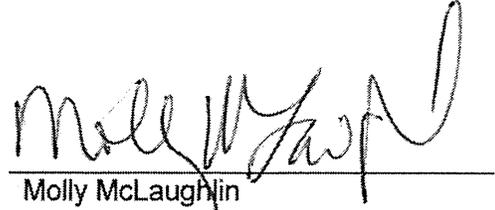
By: 
David Maggard
Its: Director of Public Safety

By:  9/15/15
Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services

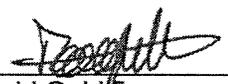
By: _____

Its: _____

Attest:

By: 
Molly McLaughlin
City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP


Todd O. Litfin

Contractor Information
Address for Notices and Payments:

1530 West 17th Street Santa
Ana, CA 92706-3398

Attn: Terri Wann
Telephone: (714) 564-6861
Email: wann_terri@sac.edu

PART II

GENERAL PROVISIONS

SECTION ONE: SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide the goods and/or services shown on Part IV hereto ("Scope of Services"), which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.

1.2 Changes and Additions to Scope of Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by City to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. City approval and/or payment for work claimed by Contractor as changed or additional shall not act to prevent City at any time to claim such work is covered by the Scope of Work and should be performed by Contractor without additional consideration due. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

1.3 Standard of Performance. Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

1.4 Performance to Satisfaction of City. Notwithstanding any other provision herein, Contractor agrees to perform all work to the satisfaction of City within the time specified. If City reasonably determines that the work is not satisfactory, City shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.

1.5 Instructions from City. In the performance of this Agreement, Contractor shall report to and receive instructions from the City's Representative designated in Paragraph D.1 of Part I ("Fundamental Terms") of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the City's Representative.

1.6 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the

Facilities, difficulties, and restrictions attending performance of the services under the Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact in writing and shall not proceed except at Contractor's risk until written instructions are received from the City's Representative.

1.7 Identity of Persons Performing Work.

(A) Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services required hereunder. Contractor shall not replace any of the principal members of the Project team, or any successors to any of such persons, without City's prior written approval.

(B) Contractor represents that the tasks and services required hereunder will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services. In carrying out such tasks and services, Contractor shall not employ any undocumented aliens (that is, persons who are not citizens or nationals of the United States).

(C) This Agreement contemplates the personal services of Contractor and Contractor's employees, and it is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Contractor and Contractor's employees. Neither this Agreement nor any interest therein may be assigned by Contractor, except upon written consent of City.

1.8 Prohibition Against Subcontracting or Assignment. Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of City. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. In the event of any unapproved transfer, including any bankruptcy proceeding, City may void the Agreement at City's option in its sole and absolute discretion. No approved transfer shall release any surety of Contractor of any liability hereunder without the express written consent of City.

SECTION TWO: INSURANCE AND INDEMNIFICATION

2.1 Insurance. Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work in compliance with Section 1.8 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the contractor is required to maintain pursuant to this Section 2.1.

2.1.1 Insurance Coverage Required. The policies and amounts of insurance required hereunder shall be as follows:

A. Comprehensive General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 including completed operations and contractual liability, with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for liability arising out of Contractor's performance of this Agreement. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set forth above. If written with an aggregate, the aggregate shall be double the each occurrence limit. Such insurance shall be endorsed to:

(1) Name the City of Irvine and its employees, representatives, officers and agents (collectively hereinafter "City and City Personnel") as additional insured for claims arising out of Contractor's performance of this Agreement.

(2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

B. Automobile Liability Insurance with a limit of liability of not less than \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set above. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto." Such insurance shall be endorsed to:

(1) Name the City of Irvine and its employees, representatives, officers and agents as additional insured for claims arising out of Contractor's performance of this Agreement.

(2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

C. Workers' Compensation Insurance in accordance with the Labor Code of California and covering all employees of the Contractor providing any service in the performance of this agreement. Such insurance shall be endorsed to:

(1) Waive the insurer's right of Subrogation against the City and City Personnel.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement unless your insurance carrier is the State of California Insurance Fund (SCIF) and the endorsement numbers 2570 and 2065 are referenced on the certificate of insurance.

Contractor's completion of the form attached hereto as Exhibit 1 shall be a condition precedent to Contractor's rights under this Agreement. Should Contractor certify, pursuant to Exhibit 1, that, in the performance of the work under this Agreement, it shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, Contractor shall nonetheless maintain responsibility for requiring that any subcontractors performing work under this Agreement have and maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the work performed under this Agreement.

D. Professional Liability Insurance with minimum limits of \$1,000,000 each claim. Covered professional services shall include all work performed under this Agreement and delete any exclusion that may potentially affect the work to be performed.

E. Evidence of Insurance: Contractor shall provide to City a Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

Signed insurance certificates and endorsements must be **sent via email** from Contractor's insurance broker/agent to the City's insurance certificate tracking company at CertsOnly-Portland@Ebix.com

The City project title or description MUST be included in the "Description of Operations" box on the certificate.

Certificate Holder:

City of Irvine, California
c/o: CertsOnly-Portland@Ebix.com

F. Endorsements: A statement on an insurance certificate will not be accepted in lieu of the actual endorsement. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of Contractor
4. Contain any other exclusion contrary to the Agreement.

G. Any Deductible in Excess of \$50,000 and/or Self-Insured Retentions must be approved in writing by the City.

H. Acceptability of Insurers. Each policy shall be from a company with current A.M. Best's rating of A VII or higher and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus lines brokers under applicable

provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.

- I. **Insurance of Subcontractors.** Contractor shall be responsible for causing Subcontractors to maintain the same types and limits of coverage in compliance with this Agreement, including naming the City as an additional insured to the Subcontractor's policies.

2.2. **Indemnification.** Neither City, nor its council, officers, agents, contractors, or employees shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of Contractor under this Agreement. Contractor shall indemnify, defend and hold harmless City, as well as their respective council, officers, agents, contractors, and employees ("City Indemnities") from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), demands, suits, liens, damages, costs, claims, including but not limited to, claims for bodily injury, death, or property damage, that are incurred by or asserted against the City Indemnities arising out of or connected with any negligent acts or omissions on the part of Contractor under or in connection with any aspect of the services provided under this Agreement.

In contemplation of the provisions of Government Code §895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being Parties to an agreement, as defined in Government Code §895, each of the Parties hereto, pursuant to the authorization contained in Government Code §895.4 and §895.6, will assume the full liability imposed upon it or any of its officers, agents or employees by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of §895.2 of such code. To achieve this purpose, each party agrees to indemnify and hold harmless the other for any cost or expense that may be imposed upon such other solely by virtue of said §895.2. The provisions of Civil Code §2778 are made a part hereof as if incorporated herein.

SECTION THREE: LEGAL RELATIONS AND RESPONSIBILITIES

3.1 **Compliance with Laws.** Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Director of Industrial Relations of the State of California.

3.2 **Licenses, Permits, Fees and Assessments.** Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against City thereunder.

3.3 **Covenant against Discrimination.** Contractor covenants for itself, its heirs, executors, assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the performance of this Agreement. Contractor further covenants and agrees to comply with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) as the same may be amended from time to time.

3.4 Independent Contractor. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Neither Contractor nor any of Contractor's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the City; and neither Contractor nor any of its employees shall be paid by City time and one-half for working in excess of forty (40) hours in any one week. City is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

3.5 Covenant against Contingent Fees. Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.6 Use of Patented Materials. Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the City harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials consistent with Section 2.2 herein.

3.7 Proprietary Information. All proprietary information developed specifically for City by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of City, and are confidential and shall not be made available to any person or entity without the prior written approval of City. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to City, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by City.

3.8 Retention of Funds. Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and all amounts for which City may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. City in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of City to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay City any sums Contractor owes City.

3.9 Termination by City. City reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from City, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by City. Contractor shall be entitled to compensation for all services rendered prior to receipt of City's notice of termination and for any services authorized in writing by City thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, City may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by City in retaining a replacement contractor and similar expenses, exceeds the Budget.

3.10 Right to Stop Work: Termination by Contractor. Contractor shall have the right to stop work and terminate only if City fails to timely make a payment required under the terms of the Budget. Contractor shall provide City thirty (30) day prior written notice of such claimed payment owed and City shall have an opportunity to remedy any such claimed breach during such time with no legal consequence to City. Contractor shall immediately cease all services hereunder following the thirty (30) day notice, except such services as may be specifically approved in writing by City. Contractor shall be entitled to compensation for all services rendered prior to termination and for any services authorized in writing by City thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.9 relating to City's right to take over and finish the work and Contractor's liability shall apply.

3.11 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party with respect to any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent act. A waiver by either party of any default must be in writing.

3.12 Legal Actions. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in the Superior Courts of the State of California in the County of Orange, or in any other appropriate court with jurisdiction in such County, and Contractor agrees to submit to the personal jurisdiction of such court.

3.13 Rights and Remedies are Cumulative. Except as may be expressly set forth in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies or other rights or remedies as may be permitted by law or in equity shall not preclude the exercise by such party, at the same or different times, of any other rights or remedies to which such party may be entitled.

3.14 Attorneys' Fees. In any action between the parties hereto seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to have and recover from the other party its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If either party to this Agreement is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the other party, then the party so litigating shall be entitled to its reasonable attorney's fees and costs from the other party to this Agreement.

3.15 Force Majeure. The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of City or Contractor, including, but not restricted to, acts of

nature or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of City such delay is justified. City's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against City for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.15.

3.16 Non-liability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by City, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

3.17 Conflicts of Interest.

A. No officer, official, employee, agent, representative or volunteer of City shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any federal, state or city statute, ordinance or regulation. Contractor shall not employ any such person while this Agreement is in effect.

B. Contractor represents, warrants and covenants that he, she or it presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect, Contractor shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement.

C. Contractor acknowledges that pursuant to the provisions of the Political Reform Act (Government Code section 87100 *et seq.*), City may determine Contractor to be a "Consultant" as that term is defined by the Act. In the event City makes such a determination, Contractor agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by City. In such event, Contractor further agrees to require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

3.18 Contractor Ethics. Contractor represents and warrants that it has not provided or promised to provide any gift or other consideration, directly or indirectly, to any officer, employee, or agent of City to obtain City's approval of this Agreement. Contractor shall not, at any time, have any financial interest in this Agreement or the project that is the subject of this Agreement other than the compensation to be paid to Contractor as set forth in this Agreement. In the event the work and/or services to be performed hereunder relate to a project and/or application under consideration by or on file with the City, (i) Contractor shall not possess or maintain any business relationship with the applicant or any other person or entity which Contractor knows to have a personal stake in said project and/or application, (ii) other than performing its work and/or services to City in accordance with this Agreement Contractor shall not advocate either for or against said project and/or application, and (iii) Contractor shall immediately notify City in the event Contractor determines that Contractor has or acquires any such business relationship with the applicant or other person or entity which has a personal

stake in said project and/or application. The provisions in this Section shall be applicable to all of Contractor's officers, directors, employees, and agents, and shall survive the termination of this Agreement.

3.19 Compliance with California Unemployment Insurance Code Section 1088.8. If Contractor is a Sole Proprietor, then prior to signing the Agreement, Contractor shall provide to the City a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. Contractor understands that pursuant to California Unemployment Insurance Code Section 1088.8, the City will report the information from Form W-9 to the State of California Employment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

3.20 CalPERS Annuitants. If Contractor is a California Public Employees' Retirement System ("CalPERS") annuitant, Contractor must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by Contractor. If this Agreement remains in place, Contractor shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

SECTION FOUR: MISCELLANEOUS PROVISIONS

4.1 Records and Reports. The City Manager of the City of Irvine or his/her designee reserves the right to perform such audits, performance reviews, and other evaluations (collectively 'audit') that relate to or concern this Agreement at any time. Contractor agrees to participate and cooperate in up to five (5) hours of meetings and interviews (at no additional cost to City), if the same are requested by the City in connection with such an audit. Further, provided that the City pays Contractor's commercially reasonable hourly rate for services, Contractor agrees to participate and cooperate in such additional meetings and interviews (in excess of five (5) hours), if the same are requested by the City in connection with such an audit. Upon request by City, Contractor shall prepare and submit to City any reports concerning Contractor's performance of the services rendered under this Agreement. City shall have access, with 72 hours advance written notice delivered to Contractor, to the books and records of Contractor related to Contractor's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of City and shall be delivered at no cost to City upon request of City or upon the termination of this Agreement, and (ii) shall not be made available to any individual or entity without prior written approval of City. The obligations of this Section 4.1 shall survive the expiration (or earlier termination) of this Agreement for a period of three (3) years. During said three (3) year period, Contractor shall keep and maintain all records and reports related to this Agreement, and City shall have access to such records in the event any audit is required.

4.2 Notices. Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices to the City shall be delivered to the following address, to the attention of the City Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

To City: City of Irvine
One Civic Center Plaza (92606) (Hand Deliveries)
P. O. Box 19575
Irvine, CA 92623-9575

Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement, to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

4.3 Construction and Amendment. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.

4.4 Severability. Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.

4.5 Authority. The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

4.6 Special Provisions. Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in Part III of this Agreement ("Special Provisions").

4.7 Precedence. In the event of any discrepancy between Part I ("Fundamental Terms"), Part II ("General Provisions"), Part III ("Special Provisions"), Part IV ("Scope of Services"), and/or Part V ("Budget") of this Agreement, the order of precedence shall be as follows.

Part III
Part II
Part IV
Part V
Part I

PART III
SPECIAL PROVISIONS

- 1) Business License Requirement. Contractors who provide services for the City of Irvine within the city limits of Irvine shall obtain, within five (5) days of executing this Agreement and prior to commencing any work herein, a City of Irvine business license and shall maintain a current business license throughout the term of this Agreement.
- 2) PART II GENERAL PROVISIONS, Section 2.1.1-C. Worker's Compensation Insurance, is modified to state that Contractor's insurer, ASCIP, will confirm on the certificate that subrogation is waived and therefore will not be required to provide an endorsement.
- 3) PART II GENERAL PROVISIONS, Section 2.1.1-D Professional Liability Insurance, is deleted in its entirety.
- 4) PART II GENERAL PROVISIONS, Section 2.1.1-E. Evidence of Insurance, is modified to state that notices will be sent to Contractor, not to City, and that upon any such notice, Contractor will immediately provide to City.
- 5) PART II GENERAL PROVISIONS, Section 2.1.1- H. Acceptability of Insurers is modified to state that Contractor's insurer, ASCIP is a joint powers authority, self-insured and not an insurance company. ASCIP does not participate in the A.M. Best Rating program.
- 6) PART II GENERAL PROVISIONS, Section 2.2 Indemnification, has been modified from the City's standard language as mutually agreed upon by the parties.

PART V

SCOPE OF SERVICES

Services shall be performed as set forth below.

Contractor shall provide instruction via lectures and workshops in the area of physical fitness and health related fitness topics at the City's facilities, as requested by City. Contractor shall also conduct a comprehensive fitness evaluation generating an individual fitness profile for each participating student.

Contractor agrees to perform during the term of this Agreement, a Wellness Class for the City of Irvine Public Safety Department. The estimated number of students that will participate in the class will be 100. The class will include the following:

A comprehensive fitness assessment with a 12 lead ECG, graded exercise test, blood pressure, pulmonary function, body composition assessment, and various strength and flexibility tests. **This is a fitness evaluation and not a medical assessment. The above results are not evaluated by a doctor. The student is encouraged to take all results to their doctor for review.**

An Individualized Fitness Assessment Results Profile will be provided to each participant that completes the fitness assessment portion of the class.

A minimum of 4 lecture/workshops will be given during the duration of the Wellness Class.

For no additional cost each lectures/workshop may be repeated up to five times to accommodate the different shift schedules.

Contractor shall provide City with an aggregate report showing the Public Safety Department's average fitness scores in the following areas: Cardiovascular fitness, muscular fitness, body composition, and coronary risk.

PART V

BUDGET

Pricing shall be as set forth below.

Tuition Fee (CA Resident)	\$92.00
Tuition Fee (non-CA Resident)	\$532.00
Material fee per student	\$12.00
Maximum number of students	100

Included in the Budget are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with City representatives, and incidental costs incurred in performing under this Agreement. The total compensation for the Scope of Services set forth herein shall not exceed **\$10,400.00** including all amounts payable to Contractor for its overhead, payroll, profit, and all costs of whatever nature, including without limitation all costs for subcontracts, materials, equipment, supplies, and costs arising from or due to termination of this Agreement.

Payment for services will be made monthly on invoices deemed satisfactory to the City, with payment terms of net 30 days upon receipt of invoice. Contractor shall submit invoices within fifteen (15) days from the end of each month in which services have been provided. Contractor shall provide invoices with sufficient detail to ensure compliance with pricing as set forth in this Agreement. The information required may include: date(s) of work, hours of work, hourly rate(s), and material costs.

No work shall be performed in connection with this Agreement until the receipt of a signed City of Irvine Purchase Order. The Purchase Order number must be included on all invoices, along with the City Representative's name. Failure to include this information on the invoice shall result in the return of the unpaid invoice.

Contractors should submit invoices electronically to:

invoicesubmittal@cityofirvine.org

Payment by City under this Agreement shall not be deemed as a waiver of the City's right to claim at a later point that such payment was not due under the terms of this Agreement.

Pricing shall remain firm for the entire Agreement term. Thereafter, any proposed pricing adjustment for follow-on renewal periods shall be submitted to the City Representative in writing at least ninety (90) days prior to the new Agreement term. The City reserves the right to negotiate any proposed pricing adjustment not to exceed the Bureau of Labor Statistics Consumer Price Index (CPI) data as follows: Los Angeles-Riverside-Orange County, CA; All Items; Not Seasonally Adjusted; annualized change comparing the most recent month's reported data to the same month of the prior year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

Exhibit 1

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Contract Services Description: Public Safety Health and Wellness Program

WORKERS' COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

(CHECK ONE APPLICABLE BOX BELOW)

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this Agreement and shall submit insurance certificates evidencing such coverage as set forth herein.

I certify that, in the performance of the work under this Agreement, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and I hereby agree to indemnify, defend, and hold harmless the City of Irvine and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of my failure to provide such worker's compensation insurance. I further agree that, if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions and immediately furnish insurance certificates evidencing such coverage as set forth herein.

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

Dated:	10/20/15
Contracting Firm:	Rancho Santiago Community College District
Signature:	
Title:	Vice Chancellor Business Operations & Fiscal Services
Address:	1530 West 17 th Street, Santa Ana, CA 92706-3398

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College**

To:	Board of Trustees	Date: May 15, 2017
Re:	Approval of First Amendment to the Cooperative Agreement No. 14-Puente-CC-45	
Action:	Request For Approval	

BACKGROUND

A Cooperative Agreement between The Regents of the University of California Puente Project and Rancho Santiago Community College District on behalf of Santa Ana College is in effect for the fiscal years 2014 – 2017. The current agreement stipulates that the SAC Puente Project will receive \$1,500 for mentor support funds for each fiscal year (see Section II). This first amendment to that agreement would increase this amount to \$4,500 for fiscal year 2016-2017 only.

ANALYSIS

Additional funds were made available from the state level for the Puente Project for the current fiscal year, although there is no guarantee that additional funds will be available for a continued increase in funds for mentor support.

RECOMMENDATION

It is recommended that the Board of Trustees approve the First Amendment to the Cooperative Agreement No. 14-Puente-CC-45 as presented.

Fiscal Impact:	\$4,500	Board Date: May 15, 2017
Prepared by:	Sara Lundquist, Ph.D., Vice President of Student Services Micki Bryant, Ph.D., Dean of Counseling	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

FIRST AMENDMENT TO COOPERATIVE AGREEMENT NO. 14-PUENTE-CC-45

between

**The Regents of the University of California
PUENTE PROJECT**

and

**Rancho Santiago Community College District
on behalf of**

SANTA ANA COLLEGE

This First Amendment to the Cooperative Agreement No. 14-PUENTE-CC-45 executed by the parties effective June 14, 2015, (“Cooperative Agreement”), is made by and between The Regents of the University of California, acting on behalf of the Puente Project located on its Berkeley campus (“University”) and Santa Ana College (“Recipient”) and is effective as of the date of the parties’ final signature below.

The parties hereby agree as follows:

- A. Section III of the Cooperative Agreement shall be deleted in its entirety and replaced with the following:

The Regents will provide mentor support funds of \$4500 for July 1, 2016 – June 30, 2017.

If sufficient funds are not appropriated by the State of California for this program, or if funding for any fiscal year is reduced or deleted, this Agreement shall either be cancelled pursuant to the applicable Agreement termination provisions or amended to reflect a reduction in funds.

All other terms and conditions of the Cooperative Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

Authorized Representative for the Recipient

Signature: _____

Signature: _____

Name: _____

Name: Peter J. Hardash,

Vice Chancellor of Business Operations/

Title: _____ Date: _____

Title: Fiscal Services Date: _____

COOPERATIVE AGREEMENT NO.: 14-PUENTE-CC-45

between

**The Regents of the University of California
PUENTE PROJECT**

and

**Rancho Santiago Community College District
on behalf of**

SANTA ANA COLLEGE**Fiscal Years 2014-15, 2015-16, 2016-17**

THIS AGREEMENT is entered into between The Regents of the University of California (hereinafter called "The Regents"), on behalf of the Puente Project (hereinafter called "Puente"), and the Rancho Santiago Community College District on behalf of Santa Ana College (hereinafter called "Recipient").

WHEREAS, The Regents of the University of California, Center for Educational Partnerships administer Puente, which has established guidelines for Puente community college programs, provides training for Recipient personnel who are implementing these programs, and requires Recipients to meet certain reporting requirements; and

WHEREAS, The mission of Puente is to increase the number of educationally disadvantaged students who enroll in four-year colleges and universities, earn degrees, and return to the community as leaders and mentors to future generations; and

WHEREAS, The California Community Colleges and The Regents have entered into an agreement which calls for increased transfers to the University of California and expansion of Puente;

NOW THEREFORE, the parties mutually agree as follows:

I. PERIODS OF PERFORMANCE

This Agreement shall be in effect from July 1, 2014 to June 30, 2017.

II. STATEMENT OF WORK

Recipient and Puente shall work together to continue to provide a program for educationally disadvantaged students at Santa Ana College.

The current Puente *Community College Program Implementation Guidelines* is incorporated into this Agreement by reference as though set forth in full and outlines program responsibilities, roles, and expectations for Puente, Recipient, and their staffs in detail. Puente and Recipient agree to follow these Guidelines and the provisions set forth herein in conducting a Puente program. In case of inconsistencies between this Agreement and the Guidelines, this Agreement takes precedence. No changes in the Puente model shall be made without the agreement of The Regents' Puente Executive Director.

Puente will provide continued support in the form of instructor, counselor, and mentor training as described in Attachment B. Recipient will comply with all terms set forth in this Agreement.

III. AWARD AMOUNT AND PAYMENT

The Regents will provide mentor support funds of \$1,500 for each fiscal year within the period stated above.

If sufficient funds are not appropriated by the State of California for this program, or if funding for any fiscal year is reduced or deleted, this Agreement shall either be cancelled pursuant to the applicable Agreement termination provisions or amended to reflect a reduction in funds.

IV. FINANCIAL ACCOUNTING, RECORDS, REPORTS

- A. Funds provided under this Agreement are to be used for mentor activities such as field trips, meetings, and orientations, including food during these functions. Funds may not be used for office furniture (such as, file cabinets, desks, tables, chairs) or for office renovations or construction, or equipment (e.g., computers and printers).
- B. Interest earned on funds provided through this Agreement may only be used for purposes of the project herein supported. Any unexpended funds must be returned to the University of California. The check, made out to the Regents of the University of California, and remitted to the Puente Statewide Office by September 30 for each fiscal year.

SAC-15-030

- C. Allowable costs and financial administration shall be governed by Recipient's institutional standards and those set forth in this Agreement.
- D. Recipient shall maintain accounts, records, and other evidence pertaining to all costs incurred for the Puente program, including those covered from other sources.
- E. The Regents/Puente shall have access to and the right to examine and audit any directly pertinent books, documents, papers and records for three years after expiration or termination of this Agreement.
- F. Financial reports and line item budgets may be periodically requested by the Puente Executive Director for programmatic reasons.

V. PROGRAMMATIC REPORTING REQUIREMENTS

Recipient will provide student and college data necessary to determine the impact of Puente. Data collected include, but are not limited to: student information forms, student activities surveys, official grades for each term, student update forms, and statistics regarding the college's ethnic breakdown, retention/graduation rates, and transfer rates. Students will also participate in interviews, complete questionnaires, and/or complete other assessment instruments necessary to determine the outcome of Puente. In no case will data be collected which identifies individual students without a release form signed by the student.

Data Collection Schedule: Because Puente staff coordinates data collection and reporting for both college and high school Puente programs, it is critical that the due dates be observed. Data is collected twice each year, with forms mailed from Puente in October and April. The counselor or instructor should return the SIBF forms, the student update forms and the official grade sheets to the Puente State Office as designated below.

FALL TERM:

<u>Item</u>	<u>Due Date</u>
Student Online Registration	October 29, 2014
Official Grade Sheet	End of term

SPRING TERM:

<u>Item</u>	<u>Due Date</u>
New Student Online Registration	March 30, 2015
Continuing Student Spring Survey	March 30, 2015
Official Grade Sheet	End of term

VI. COLLECTION OF INFORMATION

In cases where the Recipient collects information by interview or by questionnaire from students, parents, or the public in connection with Puente, the Recipient may not, without prior written approval from The Regents, represent in any way that information is being collected by or for The Regents and Puente.

VII. PUBLICATION AND ACKNOWLEDGMENT OF PARTICIPATION IN THE REGENTS' PUENTE PROGRAM

The Recipient may publish results of its local Puente site activity provided that such publications (printed, visual, or sound) contain an acknowledgment of participation in the Puente program, administered by The Regents, and a statement that findings, conclusions, and recommendations are those of the author or Recipient personnel only and do not necessarily represent the view of The Regents and the Puente State Office. Two copies of all such publications must be furnished to the Puente Executive Director following publication. Such publications include sections of larger reports which describe Recipient activities.

VIII. USE OF PUENTE NAME

It is hereby recognized that the use of the term "Puente Project" is to apply only to programs that have been authorized by the Puente Executive Director. The Recipient must advise the Puente Executive Director or his designee of any planned proposals which solicit funds for the Puente program or any program which is modeled on Puente as soon as feasible.

Any public announcements using a press release must receive prior authorization from the Puente Executive Director or his designee.

Any publication produced by the Recipient which includes a description of Puente shall use *either* of the following descriptions, ad verbatim:

"The Puente Project is a national-award winning program that has helped tens of thousands of educationally disadvantaged students who enroll in four-year colleges and universities, earn degrees, and return to the community as leaders and mentors to future generations. Begun in 1981, Puente combines accelerated instruction, intensive academic counseling, and mentoring by members of the community."

"The Puente Project helps to prepare educationally disadvantaged students for college admission and success through its combination of accelerated instruction, intensive academic counseling, and mentoring by members of the community."

If a more-in-depth description (for example, a brief history of the program, numbers of students and sites served, etc.) or if a deviation from this standard description is requested, the Recipient will contact the Puente State Office (510) 664-9190.

IX. INDEMNIFICATION

Recipient shall defend, indemnify, and hold Puente, The Regents, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Recipient, its officers, employees, or agents.

The Regents shall defend, indemnify, and hold Recipient, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of The Regents, its officers, employees, or agents.

X. INSURANCE

The Recipient at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

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

(a) Each Occurrence	\$1,000,000
(b) Products/Completed Operations Aggregate	\$3,000,000
(c) Personal and Advertising Injury	\$1,000,000
(d) General Aggregate	\$3,000,000

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

- B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit no less than one million (\$1,000,000) per occurrence if using automobiles in conducting research under this Agreement.
- C. Workers' Compensation as required under California State law.
- D. Commercial Blanket Bond with a limit not less than the amount of grant funds provided by this Agreement in Recipient's possession at any one time covering all employees of Recipient, including coverage to protect money and securities as found in a Comprehensive Crime Policy.
- E. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of The Regents and the Recipient against other insurable risks relating to performance of the agreement.
- F. The coverages required under this Article shall not in any way limit the liability of the Recipient.
- G. The coverages referred to under (1) and (2) of this Article shall name "The Regents of the University of California" as Additionally Insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of Recipient, its officers, employees, and agents. A thirty (30)-day advance written notice (10 days for non-payment of premium) to The Regents of any modification, change or cancellation of any of the above insurance coverages is required.

XI. AFFIRMATIVE ACTION/NON-DISCRIMINATION

Recipient agrees that when applicable, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60-1.4 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause

contained in Section 503 of the Rehabilitation Act of 1973, as amended, relative to the employment and advancement in employment of qualified individual(s) with a disability without discrimination, and the implementing rules and regulations in Title 41, part 60-741.5 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified disabled veterans, recently separated veterans, Vietnam era veterans, veterans who served on active duty in the U.S. military, ground, naval or air service during a war or in a campaign or expedition for which a campaign badge has been authorized, and Armed Forces service medal veterans, without discrimination, and the implementing rules and regulations in Title 41, parts 60-250.5 and 60-300.5 of the Code of Federal Regulations; Title II of the Genetic Information Nondiscrimination Act of 2008 which prohibits employment discrimination based on genetic information (including family medical history); and the nondiscrimination clause required by California Government Code Section 12990(c) relative to equal employment opportunity for all persons without regard to race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition (cancer-related or genetic characteristics), marital status, sex (including but not limited to pregnancy and gender identity), age, or sexual orientation, and the implementing rules and regulations of Title 2, Division 4, Chapter 5, Section 8107 of the California Code of Regulations.

XII. TERMINATION

Either party may terminate this Agreement in whole or in part without cause upon 30 days advance written notice to the other party. Unexpended advance payment balances must be returned to The Regents within 60 days of termination.

XIII. AMENDMENTS

All amendments or modifications to this Agreement shall be by mutual consent of the parties and shall be in writing.

XIV. PROJECT PERSONNEL AND OTHER INFORMATION

The following staff are the contacts to resolve any issues arising through activities conducted under this agreement.

The Regents'/Puente Contacts

Program Matters

Julia Vergara Director, Puente Comm College Programs (510) 664-9912 julia.vergara@berkeley.edu

Fiscal and Contractual Matters

Synta Bogan Financial Analyst, Puente Project (510) 664-9953 synta@berkeley.edu

Recipient Contacts (Please fill out contact information below.)

Program Matters

Name: Micki Bryant, Ph.D. Title: Dean of Counseling Email: bryant_micki@sac.edu

Fiscal and Contractual Matters

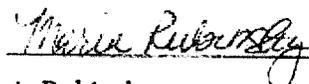
Name: Peter J. Hardash Title: Vice Chancellor, Bus Operations/ Fiscal Services Email: hardash_peter@rscdd.edu

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Authorized Representative for the Recipient

Authorized Representative for The Regents

Signature:  Date: 5/14/15
 Name: Peter J. Hardash
 Title: Vice Chancellor of Business Operations/Fiscal Services

Signature:  Date: June 14, 2015
 Name: Maria Rubinshteyn
 Title: Director, Business Contracts and Brand Protection

RESPONSIBILITIES OF THE RECIPIENT

Recipient shall be responsible for the following:

A. Training and Field Trip Days

1. Recipient shall offer a two-semester sequence of courses consisting of Pre-English 1A (or its equivalent) in the fall 2014, 2015 and 2016 and English 1A (or its equivalent) in the spring 2015, 2016 and 2017 for designated Puente students, who qualify using the English class assessment process for the Community College(s), and as outlined in the Puente *Community College Program Implementation Guidelines*.
2. Recipient shall provide services including teaching, counseling, and mentoring components to first-year Puente students, and counseling and follow-up services until the student transfers to a four-year college or leaves the Recipient.
3. Recipient agrees to release counselor(s) and instructor(s) to attend all required Puente training sessions and to take students on field trips to colleges and cultural events. New team members selected for Puente shall participate in the assigned Puente Summer Institute (PSI), a weeklong, residential, mandatory training in June 2015, 2016 and 2017.
4. Recipient agrees to schedule each semester a Puente-linked Personal Development/Guidance (PD) course taught by the Puente counselor.

B. Staffing

Recipient shall select and hire the following staff:

1. A full-time Writing Instructor whose schedule enables him or her to be a full team participant over at least a one-year period (Pre-English 1A, fall, and English 1A, spring, courses). The Writing Instructor shall be assigned to the Puente class and shall also receive reassigned time equal to a composition class for Puente co-ordination.
2. A full-time Counselor assigned 50% to the Puente program and 50% to general counseling. The 50% non-Puente assignment should not be for coordinating or managing another major program assignment, such as the transfer center.
3. Clerical assistance for Puente of at least 10 hours a week.

In order to assure that students receive continuity of program services, temporary, part-time, or hourly counselors or writing instructors will not be approved.

Teaching and counseling staff will be selected in consultation with Puente. This consultation process may include an on-site interview and/or classroom observation by Puente state or regional office staff. Recipient maintains final selection discretion. Any changes in Recipient's teaching or counseling staff must be discussed in advance with the Puente Executive Director or his designee. Personnel changes or additions made without prior consultation may result in the Recipient paying for the cost of training the replacement staff. This cost is \$3000 per person.

Recipient shall consult with the Puente Community College Director or his designee if any additional staff (reading and math instructors, tutorial or mentoring personnel) will be working on the Puente project.

C. Office and Administrative Support

Recipient shall provide office and administrative support in accordance with the following:

1. Recipient shall contribute, from its own resources, Title V funds or through shared resources such as the transfer center, annual program-operating costs of at least \$5,000 for student field trips, trips to universities, participation in the annual student motivational conference, mentor, academic and cultural activities, food, office supplies, books and curriculum materials.
2. Recipient is responsible for providing office space in the counseling department area for the counselor, including access to a computer terminal for scheduling and counseling students. Office and equipment shall be provided by the beginning of the first day of instruction of 2014, 2015 and 2016.
3. Recipient agrees to provide office space and access to a computer terminal for clerical assistance. Office and equipment shall be provided by the first day of instruction of 2014, 2015 and 2016.
4. Recipient is responsible for providing access to long distance and fax telephone and email services for the counselor, instructor, and person(s) providing clerical assistance to support the Puente program.
5. Recipient shall provide direct administrative oversight of the Puente administrative/program operational funds, and agrees to provide to the Puente on-site team access and authority to spend stated funds. The Recipient share of the Puente operating costs shall be in place by September 15 for each fiscal year.

D. Reporting Requirements

Recipient shall submit reports as specified by The Regents' Puente Office as described in Articles V and VI of this Agreement.

RESPONSIBILITIES OF PUENTE

Puente shall be responsible for the following:

A. Training

Puente will provide the following staff development programs at no cost to Recipient:

1. Puente Summer Institute: Initial mandatory training (weeklong, residential) for new counselors and writing instructors selected to participate in Puente. Training program will include instruction on improving student writing, incorporating literature focusing on the Mexican American and Latino experience, as well as other multicultural literature; effective counseling strategies; incorporating mentoring into the curriculum; working as a team to establish and implement the program; and program accountability.
2. Ongoing training for instructors, counselors and mentor coordinators (where applicable) participating in Puente, consisting of at least two regional or statewide training sessions and area network meetings annually as needed.
3. Ongoing support and resources for training.
4. Ongoing support provided by Puente regional or state office staff through site visitations, telephone, fax and email consultations.
5. Instructor and counselor resource materials and mentor recruitment materials.

B. Assessment

Puente will provide ongoing program assessment, including student outcome data analysis, statewide and local site assessment, data collection and reports, provided that the site teams and district office deliver student data.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College**

To:	Board of Trustees	Date:	May 15, 2017
Re:	Acceptance of Donation of Thirty-Two (32) Scott 4.5 SCBA Packs for the Fire Technology Program at Santa Ana College		
Action:	Request for Approval		

BACKGROUND

Board Policy 3820 allows the District to accept donated property that may be suitable and in support of the academic mission and to utilize such property so designated.

ANALYSIS

The City of Fullerton has donated thirty-two (32) Scott 4.5 Self-Contained Breathing Apparatus (SCBA) packs to RSCCD, which can be used by the Fire Technology program at Santa Ana College. These breathing apparatuses will enhance the equipment used in the Basic Fire Academy courses. In accordance with the requirements of Cal/OSHA, the equipment will be inspected to ensure good working condition and for the safety of our students and instructors.

Vice Chancellor Peter Hardash signed the attached Bill of Sale and Notice of Release of Liability in accordance with BP 3820 and AR 3820 accepting the donation on Friday, April 21, 2017. The estimated value of the equipment is \$32,000.

RECOMMENDATION

It is recommended that the Board of Trustees formally accept the donation of thirty-two (32) Scott 4.5 SCBA packs for the Fire Technology program at Santa Ana College in accordance with BP3820, the corresponding AR3820 and as presented.

Fiscal Impact:	None	Board Date:	May 15, 2017
Prepared by:	Carlos Lopez, Vice President of Academic Affairs Simon D. Hoffman, Dean of Human Services & Technology		
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD		



CITY OF FULLERTON

Administrative Services Department

Administration (714) 738-6521
Fiscal Services (714) 738-6529
Information Technology (714) 738-6538
Purchasing (714) 738-6533

BILL OF SALE AND NOTICE OF RELEASE OF LIABILITY

1. Thirty Two (32) Scott 4.5 SCBA packs are sold for a sum of \$0 (zero dollars) under the following conditions: "AS-IS" / "WHERE-IS," AND WITH ALL FAULTS, without recourse of any kind. **No claim** will be considered for allowance, adjustment, or rescision of this sale based upon the failure of the equipment to correspond to any particular standards or expectation of recipient.
2. The City does not accept responsibility for the failure of this equipment to meet the safety standards.
3. Santa Ana College agrees to defend, indemnify, and hold harmless the City of Fullerton for any and all claims of bodily injury, death, property damage, and contractual liability arising from, or in any way connected with the equipment involved in this sale.
4. The equipment involved in this sale is listed in Attachment A.

I have read and agree to the Terms and Conditions of this sale.

SOLD TO:

SANTA ANA COLLEGE
FIRE ACADEMY
1530 W. 17th Street
Santa Ana, CA 92706

BY:

CITY OF FULLERTON

Peter J. Hardash, Vice Chancellor
Name/Title **Business Operations/Fiscal Services**


Margot Cronic, Purchasing Mgr.


Signature _____ Date 4/17/17

4/17/17
Date _____



City of Fullerton - SCBA Equipment

Item#	Description	Serial#
1	SCOTT 4.5 SCBA PACK	NK0313008455882
2	SCOTT 4.5 SCBA PACK	NK031301145882
3	SCOTT 4.5 SCBA PACK	NK031301345882
4	SCOTT 4.5 SCBA PACK	NK031301545882
5	SCOTT 4.5 SCBA PACK	NK031006645882
6	SCOTT 4.5 SCBA PACK	NK031301845881
7	SCOTT 4.5 SCBA PACK	NK031300545882
8	SCOTT 4.5 SCBA PACK	NK031302645881
9	SCOTT 4.5 SCBA PACK	NK031302145882
10	SCOTT 4.5 SCBA PACK	NK031300445882
11	SCOTT 4.5 SCBA PACK	NK031302345882
12	SCOTT 4.5 SCBA PACK	NK031302245882
13	SCOTT 4.5 SCBA PACK	NK031007145882
14	SCOTT 4.5 SCBA PACK	NK031300545881
15	SCOTT 4.5 SCBA PACK	NK031006545882
16	SCOTT 4.5 SCBA PACK	NK031007545882
17	SCOTT 4.5 SCBA PACK	NK031007445882
18	SCOTT 4.5 SCBA PACK	NK031302445881
19	SCOTT 4.5 SCBA PACK	NK031300445881
20	SCOTT 4.5 SCBA PACK	NK03150445881
21	SCOTT 4.5 SCBA PACK	NK031302845882
22	SCOTT 4.5 SCBA PACK	NK031301245881
23	SCOTT 4.5 SCBA PACK	NK031302445882
24	SCOTT 4.5 SCBA PACK	NK031301145881
25	SCOTT 4.5 SCBA PACK	NK031302545882
26	SCOTT 4.5 SCBA PACK	NK031301045881
27	SCOTT 4.5 SCBA PACK	NK031302945882
28	SCOTT 4.5 SCBA PACK	NK031302645882
29	SCOTT 4.5 SCBA PACK	NK031301845882
30	SCOTT 4.5 SCBA PACK	NK031302245881
31	SCOTT 4.5 SCBA PACK	NK031008745882
32	SCOTT 4.5 SCBA PACK	NK031300345881

Rancho Santiago Comm Coll District

Board Meeting of 05/15/17

AP0020

Bank Code: 92 District Funds

Check Registers Submitted for Approval

Page: 1

Checks Written for Period 04/11/17 Thru 05/02/17

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
64936	General Fund Unrestricted	20,931.32	0.00	20,931.32	92*0485622	92*0485636
64937	General Fund Unrestricted	1,559.01	0.00	1,559.01	92*0485645	92*0485645
64938	General Fund Unrestricted	28.15	0.00	28.15	92*0485653	92*0485653
64939	General Fund Unrestricted	726.83	0.00	726.83	92*0485656	92*0485659
64942	General Fund Unrestricted	7,500.47	0.00	7,500.47	92*0485667	92*0485684
64943	General Fund Unrestricted	3,662.10	0.00	3,662.10	92*0485686	92*0485689
64948	General Fund Unrestricted	10,374.08	0.00	10,374.08	92*0485699	92*0485730
64949	General Fund Unrestricted	39,546.56	0.00	39,546.56	92*0485731	92*0485747
64950	General Fund Unrestricted	3,435.59	0.00	3,435.59	92*0485750	92*0485754
64956	General Fund Unrestricted	88,384.72	0.00	88,384.72	92*0485785	92*0485807
64958	General Fund Unrestricted	2,053,838.67	0.00	2,053,838.67	92*0485825	92*0485835
64959	General Fund Unrestricted	4,665.05	0.00	4,665.05	92*0485836	92*0485840
64963	General Fund Unrestricted	16,900.11	0.00	16,900.11	92*0485856	92*0485869
64964	General Fund Unrestricted	13,144.47	0.00	13,144.47	92*0485870	92*0485893
64965	General Fund Unrestricted	11,147.02	0.00	11,147.02	92*0485901	92*0485910
64966	General Fund Unrestricted	112,744.46	0.00	112,744.46	92*0485911	92*0485915
64968	General Fund Unrestricted	7,537.47	0.00	7,537.47	92*0485924	92*0485938
64972	General Fund Unrestricted	9,849.69	0.00	9,849.69	92*0485947	92*0485960
64973	General Fund Unrestricted	3,115.80	0.00	3,115.80	92*0485972	92*0485972
64976	General Fund Unrestricted	9,994.17	0.00	9,994.17	92*0485977	92*0485984
64977	General Fund Unrestricted	355.80	0.00	355.80	92*0485990	92*0486005
64978	General Fund Unrestricted	17,385.03	0.00	17,385.03	92*0486010	92*0486024
64979	General Fund Unrestricted	5,879.25	0.00	5,879.25	92*0486031	92*0486038
64983	General Fund Unrestricted	13,428.78	0.00	13,428.78	92*0486048	92*0486063
64984	General Fund Unrestricted	71,544.67	0.00	71,544.67	92*0486073	92*0486082
64985	General Fund Unrestricted	12,092.20	6,046.10	6,046.10	92*0486083	92*0486122
64989	General Fund Unrestricted	39,414.15	0.00	39,414.15	92*0486150	92*0486175
64990	General Fund Unrestricted	79,653.73	0.00	79,653.73	92*0486176	92*0486209
64991	General Fund Unrestricted	14,788.15	0.00	14,788.15	92*0486213	92*0486237
64993	General Fund Unrestricted	285.00	0.00	285.00	92*0486244	92*0486244
64996	General Fund Unrestricted	20,410.85	0.00	20,410.85	92*0486262	92*0486288
64997	General Fund Unrestricted	498,628.27	0.00	498,628.27	92*0486295	92*0486311
64998	General Fund Unrestricted	28,287.38	0.00	28,287.38	92*0486313	92*0486348
64999	General Fund Unrestricted	890.00	0.00	890.00	92*0486355	92*0486356
65001	General Fund Unrestricted	4,825.44	0.00	4,825.44	92*0486370	92*0486394
65002	General Fund Unrestricted	13,814.94	0.00	13,814.94	92*0486411	92*0486426
Total Fund 11 General Fund Unrestricted		\$3,240,769.38	\$6,046.10	\$3,234,723.28		

Checks Written for Period 04/11/17 Thru 05/02/17

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
64936	General Fund Restricted	19,249.25	0.00	19,249.25	92*0485627	92*0485633
64937	General Fund Restricted	7,318.52	0.00	7,318.52	92*0485637	92*0485648
64938	General Fund Restricted	101,631.11	0.00	101,631.11	92*0485649	92*0485654
64942	General Fund Unrestricted	6,440.57	495.00	5,945.57	92*0485668	92*0485675
64943	General Fund Restricted	814.08	0.00	814.08	92*0485685	92*0485688
64944	General Fund Restricted	2,461.90	0.00	2,461.90	92*0485690	92*0485691
64948	General Fund Restricted	184,368.28	0.00	184,368.28	92*0485701	92*0485727
64949	General Fund Restricted	2,297.69	0.00	2,297.69	92*0485735	92*0485749
64951	General Fund Restricted	3,678.79	0.00	3,678.79	92*0485755	92*0485762
64955	General Fund Restricted	14,936.29	0.00	14,936.29	92*0485775	92*0485784
64957	General Fund Restricted	48,137.02	0.00	48,137.02	92*0485808	92*0485824
64959	General Fund Restricted	163.41	0.00	163.41	92*0485837	92*0485838
64963	General Fund Restricted	5,358.68	0.00	5,358.68	92*0485862	92*0485865
64964	General Fund Restricted	149,141.80	2,625.00	146,516.80	92*0485872	92*0485896
64965	General Fund Restricted	3,250.39	0.00	3,250.39	92*0485897	92*0485909
64966	General Fund Restricted	6,286.08	0.00	6,286.08	92*0485916	92*0485922
64968	General Fund Restricted	882.00	0.00	882.00	92*0485929	92*0485929
64972	General Fund Restricted	4,257.02	0.00	4,257.02	92*0485950	92*0485959
64973	General Fund Restricted	19,804.37	0.00	19,804.37	92*0485961	92*0485973
64976	General Fund Unrestricted	1,270.09	0.00	1,270.09	92*0485979	92*0485981
64977	General Fund Restricted	17,270.94	0.00	17,270.94	92*0485985	92*0486008
64978	General Fund Restricted	3,161.32	0.00	3,161.32	92*0486009	92*0486025
64979	General Fund Restricted	5,359.75	0.00	5,359.75	92*0486026	92*0486028
64982	General Fund Restricted	8,657.00	0.00	8,657.00	92*0486042	92*0486047
64983	General Fund Restricted	173,747.56	0.00	173,747.56	92*0486052	92*0486068
64984	General Fund Restricted	3,817.75	0.00	3,817.75	92*0486069	92*0486072
64989	General Fund Restricted	20,229.75	0.00	20,229.75	92*0486149	92*0486174
64990	General Fund Restricted	35,384.03	0.00	35,384.03	92*0486178	92*0486210
64991	General Fund Restricted	90,877.72	0.00	90,877.72	92*0486211	92*0486238
64993	General Fund Restricted	712.01	0.00	712.01	92*0486240	92*0486249
64996	General Fund Restricted	138,067.38	0.00	138,067.38	92*0486259	92*0486293
64997	General Fund Restricted	64,672.37	0.00	64,672.37	92*0486294	92*0486308
64998	General Fund Restricted	24,559.10	0.00	24,559.10	92*0486312	92*0486343
64999	General Fund Restricted	160,558.63	0.00	160,558.63	92*0486349	92*0486368
65001	General Fund Restricted	50,159.74	0.00	50,159.74	92*0486371	92*0486410
65002	General Fund Restricted	3,077.65	0.00	3,077.65	92*0486423	92*0486429
Total Fund 12 General Fund Restricted		\$1,382,060.04	\$3,120.00	\$1,378,940.04		

Checks Written for Period 04/11/17 Thru 05/02/17

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
64936	GF Unrestricted One-Time Func	750.00	0.00	750.00	92*0485625	92*0485625
64939	GF Unrestricted One-Time Func	19,148.89	0.00	19,148.89	92*0485655	92*0485661
64949	General Fund Unrestricted	7,016.02	0.00	7,016.02	92*0485734	92*0485734
64952	GF Unrestricted One-Time Func	2,370.00	0.00	2,370.00	92*0485763	92*0485764
64957	GF Unrestricted One-Time Func	392.25	0.00	392.25	92*0485819	92*0485819
64963	GF Unrestricted One-Time Func	6,236.44	0.00	6,236.44	92*0485867	92*0485867
64964	GF Unrestricted One-Time Func	2,670.00	0.00	2,670.00	92*0485876	92*0485876
64967	GF Unrestricted One-Time Func	37,584.00	0.00	37,584.00	92*0485923	92*0485923
64968	GF Unrestricted One-Time Func	11,247.33	0.00	11,247.33	92*0485925	92*0485933
64972	GF Unrestricted One-Time Func	3,429.04	0.00	3,429.04	92*0485952	92*0485952
64978	GF Unrestricted One-Time Func	197.47	0.00	197.47	92*0486015	92*0486015
64979	GF Unrestricted One-Time Func	13,161.20	0.00	13,161.20	92*0486027	92*0486037
64983	GF Unrestricted One-Time Func	1,418.97	0.00	1,418.97	92*0486051	92*0486051
64984	GF Unrestricted One-Time Func	20,712.15	0.00	20,712.15	92*0486075	92*0486079
64991	GF Unrestricted One-Time Func	3,700.00	0.00	3,700.00	92*0486229	92*0486229
64998	GF Unrestricted One-Time Func	10,101.96	0.00	10,101.96	92*0486317	92*0486333
Total Fund 13 GF Unrestricted One-Time		\$140,135.72	\$0.00	\$140,135.72		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
64935	Child Development Fund	13,202.19	0.00	13,202.19	92*0485608	92*0485621
64945	Child Development Fund	734.26	0.00	734.26	92*0485692	92*0485693
64953	Child Development Fund	4,051.14	0.00	4,051.14	92*0485765	92*0485770
64962	Child Development Fund	3,328.27	0.00	3,328.27	92*0485848	92*0485855
64970	Child Development Fund	8,316.04	0.00	8,316.04	92*0485941	92*0485944
64975	Child Development Fund	1,937.30	0.00	1,937.30	92*0485975	92*0485976
64981	Child Development Fund	1,384.06	0.00	1,384.06	92*0486040	92*0486041
64988	Child Development Fund	4,347.64	0.00	4,347.64	92*0486130	92*0486148
64995	Child Development Fund	3,705.41	0.00	3,705.41	92*0486251	92*0486258
65000	Child Development Fund	103.40	0.00	103.40	92*0486369	92*0486369
Total Fund 33 Child Development Fund		\$41,109.71	\$0.00	\$41,109.71		

Checks Written for Period 04/11/17 Thru 05/02/17

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
64934	Capital Outlay Projects Fund	20,980.80	0.00	20,980.80	92*0485607	92*0485607
64941	Capital Outlay Projects Fund	110,530.00	0.00	110,530.00	92*0485665	92*0485666
64946	Capital Outlay Projects Fund	31,338.75	0.00	31,338.75	92*0485694	92*0485696
64954	Capital Outlay Projects Fund	34,549.50	0.00	34,549.50	92*0485771	92*0485774
64961	Capital Outlay Projects Fund	17,124.85	0.00	17,124.85	92*0485842	92*0485847
64969	Capital Outlay Projects Fund	5,325.00	0.00	5,325.00	92*0485939	92*0485940
64987	Capital Outlay Projects Fund	28,985.55	0.00	28,985.55	92*0486126	92*0486129
64992	Capital Outlay Projects Fund	29,796.75	0.00	29,796.75	92*0486239	92*0486239
64994	Capital Outlay Projects Fund	3,500.00	0.00	3,500.00	92*0486250	92*0486250
Total Fund 41 Capital Outlay Projects Fun		\$282,131.20	\$0.00	\$282,131.20		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
64940	Bond Fund, Measure Q	127,749.64	0.00	127,749.64	92*0485662	92*0485664
64947	Bond Fund, Measure Q	54,600.00	0.00	54,600.00	92*0485697	92*0485698
64960	Bond Fund, Measure Q	3,893.75	0.00	3,893.75	92*0485841	92*0485841
64986	Bond Fund, Measure Q	1,749,320.64	0.00	1,749,320.64	92*0486123	92*0486125
Total Fund 43 Bond Fund, Measure Q		<u>\$1,935,564.03</u>	<u>\$0.00</u>	<u>\$1,935,564.03</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
64971	Property and Liability Fund	9,372.15	0.00	9,372.15	92*0485945	92*0485946
64980	Property and Liability Fund	5,105.82	0.00	5,105.82	92*0486039	92*0486039
Total Fund 61 Property and Liability Fund		<u><u>\$14,477.97</u></u>	<u><u>\$0.00</u></u>	<u><u>\$14,477.97</u></u>		

Checks Written for Period 04/11/17 Thru 05/02/17

64974	Workers' Compensation Fund	1,837.50	0.00	1,837.50	92*0485974	92*0485974
Total Fund 62 Workers' Compensation Fu		<u><u>\$1,837.50</u></u>	<u><u>\$0.00</u></u>	<u><u>\$1,837.50</u></u>		

SUMMARY

Total Fund 11 General Fund Unrestricted	3,234,723.28
Total Fund 12 General Fund Restricted	1,378,940.04
Total Fund 13 GF Unrestricted One-Time Fund	140,135.72
Total Fund 33 Child Development Fund	41,109.71
Total Fund 41 Capital Outlay Projects Fund	282,131.20
Total Fund 43 Bond Fund, Measure Q	1,935,564.03
Total Fund 61 Property and Liability Fund	14,477.97
Total Fund 62 Workers' Compensation Fund	1,837.50
Grand Total:	<u><u>\$7,028,919.45</u></u>

Checks Written for Period 04/07/17 Thru 05/01/17

<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>
311704422	Bookstore Fund	44,903.10	330.21	44,572.89	31*0107802	31*0107828
311704529	Bookstore Fund	156,197.10	0.00	156,197.10	31*0107829	31*0107841
Total Fund 31 Bookstore Fund		<u><u>\$201,100.20</u></u>	<u><u>\$330.21</u></u>	<u><u>\$200,769.99</u></u>		

Checks Written for Period 04/07/17 Thru 05/01/17

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
711704315	Associated Students Fund	2,371.16	0.00	2,371.16	71*0007960	71*0007969
711704529	Associated Students Fund	14,861.48	0.00	14,861.48	71*0007970	71*0007986
Total Fund 71 Associated Students Fund		<u>\$17,232.64</u>	<u>\$0.00</u>	<u>\$17,232.64</u>		

Checks Written for Period 04/07/17 Thru 05/01/17

<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>
721704315	Representation Fee Trust Fund	1,040.89	0.00	1,040.89	72*0000104	72*0000105
721704422	Representation Fee Trust Fund	280.00	0.00	280.00	72*0000106	72*0000106
Total Fund 72 Representation Fee Trust Fun		<u>\$1,320.89</u>	<u>\$0.00</u>	<u>\$1,320.89</u>		

Checks Written for Period 04/07/17 Thru 05/01/17

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
761704422	Community Education Fund	8,595.56	0.00	8,595.56	76*0007151	76*0007153
761704529	Community Education Fund	12,681.50	0.00	12,681.50	76*0007154	76*0007158
Total Fund 76 Community Education Fund		<u>\$21,277.06</u>	<u>\$0.00</u>	<u>\$21,277.06</u>		

Checks Written for Period 04/07/17 Thru 05/01/17

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
791704422	Diversified Trust Fund	10,393.75	0.00	10,393.75	79*0020665	79*0020674
791704529	Diversified Trust Fund	35,467.16	1,089.68	34,377.48	79*0020675	79*0020702
Total Fund 79 Diversified Trust Fund		<u>\$45,860.91</u>	<u>\$1,089.68</u>	<u>\$44,771.23</u>		

Checks Written for Period 04/07/17 Thru 05/01/17

<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>
811704315	Diversified Agency Fund	7,919.11	6,424.61	1,494.50	81*0047606	81*0047610
811704422	Diversified Agency Fund	17,966.43	0.00	17,966.43	81*0047611	81*0047628
811704529	Diversified Agency Fund	38,753.06	859.84	37,893.22	81*0047629	81*0047664
Total Fund 81 Diversified Agency Fund		<u><u>\$64,638.60</u></u>	<u><u>\$7,284.45</u></u>	<u><u>\$57,354.15</u></u>		

SUMMARY

Total Fund 31 Bookstore Fund	200,769.99
Total Fund 71 Associated Students Fund	17,232.64
Total Fund 72 Representation Fee Trust Fund	1,320.89
Total Fund 76 Community Education Fund	21,277.06
Total Fund 79 Diversified Trust Fund	44,771.23
Total Fund 81 Diversified Agency Fund	57,354.15
Grand Total:	<u><u>\$342,725.96</u></u>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 04/07/2017 To 04/28/2017
Board Meeting on 05/15/2017**

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.

		From	To
<u>Fund 11: General Fund Unrestricted</u>			
1000	ACADEMIC SALARIES	1,191	
2000	CLASSIFIED SALARIES	13,561	
3000	EMPLOYEE BENEFITS	1,917	
4000	SUPPLIES & MATERIALS		16,709
5000	OTHER OPERATING EXP & SERVICES	1,540	
6000	CAPITAL OUTLAY		1,500
Total Transfer Fund 11		\$18,209	\$18,209
<u>Fund 12: General Fund Restricted</u>			
1000	ACADEMIC SALARIES	37,152	
2000	CLASSIFIED SALARIES		12,400
3000	EMPLOYEE BENEFITS		1,877
4000	SUPPLIES & MATERIALS		40,960
5000	OTHER OPERATING EXP & SERVICES	147,583	
6000	CAPITAL OUTLAY		95,177
7000	OTHER OUTGO		34,321
Total Transfer Fund 12		\$184,735	\$184,735
<u>Fund 13: GF Unrestricted One-Time Funds</u>			
4000	SUPPLIES & MATERIALS		25,386
5000	OTHER OPERATING EXP & SERVICES		63,127
6000	CAPITAL OUTLAY	88,513	
7000	OTHER OUTGO		6,250,000
7900	RESERVE FOR CONTINGENCIES	6,250,000	
Total Transfer Fund 13		\$6,338,513	\$6,338,513
<u>Fund 33: Child Development Fund</u>			
2000	CLASSIFIED SALARIES	150	
4000	SUPPLIES & MATERIALS	100	
5000	OTHER OPERATING EXP & SERVICES		250
Total Transfer Fund 33		\$250	\$250
<u>Fund 41: Capital Outlay Projects Fund</u>			
4000	SUPPLIES & MATERIALS	1,264	
5000	OTHER OPERATING EXP & SERVICES	31,261	
6000	CAPITAL OUTLAY		8,334,280
7900	RESERVE FOR CONTINGENCIES	8,301,755	
Total Transfer Fund 41		\$8,334,280	\$8,334,280

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 04/07/2017 To 04/28/2017
Board Meeting on 05/15/2017**

BUDGET TRANSFERS	From	To
<u>Fund 61: Property and Liability Fund</u>		
4000 SUPPLIES & MATERIALS	5,900	
5000 OTHER OPERATING EXP & SERVICES		5,900
	\$5,900	\$5,900
<u>Fund 79: Diversified Trust Fund</u>		
4000 SUPPLIES & MATERIALS		20,000
5000 OTHER OPERATING EXP & SERVICES		70,000
6000 CAPITAL OUTLAY		31,000
7900 RESERVE FOR CONTINGENCIES	121,000	
	\$121,000	\$121,000
<u>Fund 12: General Fund Restricted</u>		
8100 FEDERAL REVENUES	1,150	
8600 STATE REVENUES	(1,456)	
1000 ACADEMIC SALARIES		68,373
2000 CLASSIFIED SALARIES		(65,766)
3000 EMPLOYEE BENEFITS		45,287
4000 SUPPLIES & MATERIALS		(5,500)
5000 OTHER OPERATING EXP & SERVICES		(14,083)
6000 CAPITAL OUTLAY		(23,500)
7000 OTHER OUTGO		(5,117)
	\$(306)	\$(306)
<u>Fund 13: GF Unrestricted One-Time Funds</u>		
8600 STATE REVENUES	15,000	
8800 LOCAL REVENUES	1,450	
2000 CLASSIFIED SALARIES		1,404
3000 EMPLOYEE BENEFITS		46
5000 OTHER OPERATING EXP & SERVICES		15,000
	\$16,450	\$16,450
<u>Fund 33: Child Development Fund</u>		
8600 STATE REVENUES	128,840	
1000 ACADEMIC SALARIES		20,000
2000 CLASSIFIED SALARIES		46,000
3000 EMPLOYEE BENEFITS		5,695
4000 SUPPLIES & MATERIALS		32,145
5000 OTHER OPERATING EXP & SERVICES		25,000
	\$128,840	\$128,840
<u>Fund 41: Capital Outlay Projects Fund</u>		
8900 OTHER FINANCING SOURCES	6,250,000	
7900 RESERVE FOR CONTINGENCIES		6,250,000
	\$6,250,000	\$6,250,000

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 04/07/2017 To 04/28/2017
Board Meeting on 05/15/2017**

BUDGET INCREASES AND DECREASES **Revenue** **Appropriation**

Fund 71: Associated Students Fund

8800	LOCAL REVENUES	184,221	
2000	CLASSIFIED SALARIES		1,388
3000	EMPLOYEE BENEFITS		(30)
5000	OTHER OPERATING EXP & SERVICES		9,840
7900	RESERVE FOR CONTINGENCIES		173,023

Total Transfer Fund 71	\$184,221	\$184,221
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Fund 74: Student Financial Aid Fund

8600	STATE REVENUES	6,250	
7000	OTHER OUTGO		6,250

Total Transfer Fund 74	\$6,250	\$6,250
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Fund 76: Community Education Fund

8800	LOCAL REVENUES	63,312	
3000	EMPLOYEE BENEFITS		2,248
5000	OTHER OPERATING EXP & SERVICES		25,000
7900	RESERVE FOR CONTINGENCIES		36,064

Total Transfer Fund 76	\$63,312	\$63,312
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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 04/07/2017 To 04/28/2017
Board Meeting on 05/15/2017**

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 12: General Fund Restricted</u>		
B020826 04/07/17		
4000 SUPPLIES & MATERIALS		10,036
5000 OTHER OPERATING EXP & SERVICES	87,071	
6000 CAPITAL OUTLAY		77,035
Total Reference B020826	\$87,071	\$87,071
Reason: Special Project Adjustment		
Description: Cover PR for projectors - Media Studies classrooms		
<u>Fund 13: GF Unrestricted One-Time Funds</u>		
B020822 04/07/17		
5000 OTHER OPERATING EXP & SERVICES		55,807
6000 CAPITAL OUTLAY	55,807	
Total Reference B020822	\$55,807	\$55,807
Reason: Adjustment		
Description: Canvas migration in FY 16/17		
B020827 04/07/17		
7000 OTHER OUTGO		6,250,000
7900 RESERVE FOR CONTINGENCIES	6,250,000	
Total Reference B020827	\$6,250,000	\$6,250,000
Reason: Adjustment		
Description: Allocate to fund SAC facility projects		
B020831 04/07/17		
4000 SUPPLIES & MATERIALS		21,820
5000 OTHER OPERATING EXP & SERVICES		4,500
6000 CAPITAL OUTLAY	26,320	
Total Reference B020831	\$26,320	\$26,320
Reason: Adjustment		
Description: Allocate to purchase chairs for Learning Center		
<u>Fund 33: Child Development Fund</u>		
B020951 04/25/17		
4000 SUPPLIES & MATERIALS		450
6000 CAPITAL OUTLAY		1,048
7900 RESERVE FOR CONTINGENCIES	1,498	
Total Reference B020951	\$1,498	\$1,498
Reason: Special Project Adjustment		
Description: Year-end adjustments		

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

From 04/07/2017 To 04/28/2017

Board Meeting on 05/15/2017

BUDGET TRANSFERS		From	To
B020956	04/25/17		
4000	SUPPLIES & MATERIALS	450	
6000	CAPITAL OUTLAY	1,048	
7900	RESERVE FOR CONTINGENCIES		1,498
Total Reference B020956		\$1,498	\$1,498
Reason: Special Project Adjustment			
Description: Reverse 20951			

Fund 41: Capital Outlay Projects Fund

B020833	04/07/17		
6000	CAPITAL OUTLAY	549,909	
7900	RESERVE FOR CONTINGENCIES		549,909
Total Reference B020833		\$549,909	\$549,909
Reason: New Budget			
Description: SCC SM17 Barrier Removal			
B020834	04/07/17		
6000	CAPITAL OUTLAY		356,000
7900	RESERVE FOR CONTINGENCIES	356,000	
Total Reference B020834		\$356,000	\$356,000
Reason: New Budget			
Description: SCC SM17 Barrier Removal Ph3			
B020836	04/07/17		
6000	CAPITAL OUTLAY		251,675
7900	RESERVE FOR CONTINGENCIES	251,675	
Total Reference B020836		\$251,675	\$251,675
Reason: Special Project Adjustment			
Description: Allocate funds to various objects			
B020837	04/07/17		
6000	CAPITAL OUTLAY		656,000
7900	RESERVE FOR CONTINGENCIES	656,000	
Total Reference B020837		\$656,000	\$656,000
Reason: New Budget			
Description: SCC SM17 BARRIER REMOVAL PH2			
B020838	04/07/17		
5000	OTHER OPERATING EXP & SERVICES	62,522	
6000	CAPITAL OUTLAY		62,522
Total Reference B020838		\$62,522	\$62,522
Reason: Special Project Adjustment			
Description: Allocate funds to Central Plant contracted services			

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 04/07/2017 To 04/28/2017
Board Meeting on 05/15/2017**

BUDGET TRANSFERS	From	To
B020839 04/07/17		
6000 CAPITAL OUTLAY		200,000
7900 RESERVE FOR CONTINGENCIES	200,000	
Total Reference B020839	\$200,000	\$200,000
Reason: Special Project Adjustment		
Description: Allocate funds to various objects to increase budget		
B020840 04/07/17		
6000 CAPITAL OUTLAY		549,909
7900 RESERVE FOR CONTINGENCIES	549,909	
Total Reference B020840	\$549,909	\$549,909
Reason: Adjustment		
Description: Reverse B020833		
B020841 04/07/17		
6000 CAPITAL OUTLAY		549,909
7900 RESERVE FOR CONTINGENCIES	549,909	
Total Reference B020841	\$549,909	\$549,909
Reason: New Budget		
Description: SCC SM17 Barrier Removal (Other)		
B020849 04/10/17		
6000 CAPITAL OUTLAY		1,650,000
7900 RESERVE FOR CONTINGENCIES	1,650,000	
Total Reference B020849	\$1,650,000	\$1,650,000
Reason: New Budget		
Description: SAC César Chavez Bldg. Imprvmts-A Bldg.		
B020850 04/10/17		
6000 CAPITAL OUTLAY		300,000
7900 RESERVE FOR CONTINGENCIES	300,000	
Total Reference B020850	\$300,000	\$300,000
Reason: New Budget		
Description: SAC Hammond Hall windows		
B020851 04/10/17		
6000 CAPITAL OUTLAY		150,000
7900 RESERVE FOR CONTINGENCIES	150,000	
Total Reference B020851	\$150,000	\$150,000
Reason: New Budget		
Description: SAC J Bld. Oxyfuel Robotic Ventilation system		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 04/07/2017 To 04/28/2017
Board Meeting on 05/15/2017**

BUDGET TRANSFERS		From	To
B020852	04/10/17		
6000	CAPITAL OUTLAY		4,000,000
7900	RESERVE FOR CONTINGENCIES	4,000,000	
Total Reference B020852		\$4,000,000	\$4,000,000
Reason: New Budget			
Description: SAC Health Science			
B020853	04/10/17		
6000	CAPITAL OUTLAY		150,000
7900	RESERVE FOR CONTINGENCIES	150,000	
Total Reference B020853		\$150,000	\$150,000
Reason: New Budget			
Description: SAC A Bldg. Furniture, Tech., & Infrastructure proj.			
B020955	04/25/17		
5000	OTHER OPERATING EXP & SERVICES		31,261
6000	CAPITAL OUTLAY		6,910
7900	RESERVE FOR CONTINGENCIES	38,171	
Total Reference B020955		\$38,171	\$38,171
Reason: Special Project Adjustment			
Description: Allocate funds to contracted services and AE fees			
<u>Fund 79: Diversified Trust Fund</u>			
B020871	04/12/17		
4000	SUPPLIES & MATERIALS		20,000
5000	OTHER OPERATING EXP & SERVICES		10,000
6000	CAPITAL OUTLAY		30,000
7900	RESERVE FOR CONTINGENCIES	60,000	
Total Reference B020871		\$60,000	\$60,000
Reason: Adjustment			
Description: Cover expenses for Fine & Performance Arts FY 16/17			
B020872	04/12/17		
5000	OTHER OPERATING EXP & SERVICES		60,000
7900	RESERVE FOR CONTINGENCIES	60,000	
Total Reference B020872		\$60,000	\$60,000
Reason: Adjustment			
Description: Additional transfer to 7210 - SAC Sports Officials FY 16/17			
B020873	04/12/17		
6000	CAPITAL OUTLAY		1,000
7900	RESERVE FOR CONTINGENCIES	1,000	
Total Reference B020873		\$1,000	\$1,000
Reason: Adjustment			
Description: Allocate to SAC Student Activities accts			

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 04/07/2017 To 04/28/2017
Board Meeting on 05/15/2017**

BUDGET INCREASES AND DECREASES

Revenue Appropriation

Fund 12: General Fund Restricted

B020862 04/11/17

8600	STATE REVENUES	(3,678)	
1000	ACADEMIC SALARIES		52,283
2000	CLASSIFIED SALARIES		(73,095)
3000	EMPLOYEE BENEFITS		40,634
4000	SUPPLIES & MATERIALS		(5,500)
5000	OTHER OPERATING EXP & SERVICES		5,500
6000	CAPITAL OUTLAY		(23,500)

Total Reference B020862

\$(3,678) \$(3,678)

Reason: Special Project Adjustment
Description: Budget revision SCC DSPS - Board approved 3/27/17

Fund 33: Child Development Fund

B020919 04/20/17

8600	STATE REVENUES	128,840	
1000	ACADEMIC SALARIES		20,000
2000	CLASSIFIED SALARIES		46,000
3000	EMPLOYEE BENEFITS		5,695
4000	SUPPLIES & MATERIALS		32,145
5000	OTHER OPERATING EXP & SERVICES		25,000

Total Reference B020919

\$128,840 \$128,840

Reason: New Budget
Description: #2522 CDS CSPP QRIS Block Grant III approved 4/12/17

Fund 41: Capital Outlay Projects Fund

B020828 04/07/17

8900	OTHER FINANCING SOURCES	6,250,000	
7900	RESERVE FOR CONTINGENCIES		6,250,000

Total Reference B020828

\$6,250,000 \$6,250,000

Reason: Adjustment
Description: Allocate to SAC facility projects

Fund 71: Associated Students Fund

B020943 04/21/17

8800	LOCAL REVENUES	184,221	
2000	CLASSIFIED SALARIES		1,388
3000	EMPLOYEE BENEFITS		(30)
5000	OTHER OPERATING EXP & SERVICES		9,840
7900	RESERVE FOR CONTINGENCIES		173,023

Total Reference B020943

\$184,221 \$184,221

Reason: Special Project Adjustment
Description: Adjust SAC AS budgets to expected actuals FY 16/17

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 04/07/2017 To 04/28/2017
Board Meeting on 05/15/2017**

BUDGET INCREASES AND DECREASES

Revenue Appropriation

Fund 76: Community Education Fund

B020942	04/21/17			
8800	LOCAL REVENUES		63,312	
3000	EMPLOYEE BENEFITS			2,248
5000	OTHER OPERATING EXP & SERVICES			25,000
7900	RESERVE FOR CONTINGENCIES			36,064

Total Reference B020942

\$63,312 \$63,312

Reason: Adjustment

Description: Adjust budgets to expected actuals for 16/17

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD REPORT - INTRAFUND AND INTERFUND TRANSFERS
From 04/07/2017 To 04/28/2017
Board Meeting on 05/15/2017**

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

<u>Date</u>	<u>Reference#</u>	<u>Description</u>	<u>Amount</u>
04/07/17	J040731	Record interfund transfer from General fund 13 to Capital Outlay fund 41. Santa Ana College Transfer of Reserves to fund Capital Projects (Chavez Hall Repairs, Russell Hall Replacement-Partial Match).	6,250,000.00

RECOMMENDATION

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

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

To:	Board of Trustees	Date: May 15, 2017
Re:	Approval of the Quarterly Financial Status Report (CCFS-311Q) for period ended March 31, 2017	
Action:	Request for Approval	

BACKGROUND

Pursuant to §58310 of Title 5 of the California Code of Regulations, each California community college district shall submit a report showing the financial and budgetary conditions of the district, including outstanding obligations, to the governing board on a quarterly basis. The CCFS-311Q is the prescribed, routine report submitted to the System Office satisfying this requirement.

Attached is the California Community Colleges Quarterly Financial Status Report form CCFS-311Q for the third quarter in fiscal year 2016-17 ended March 31, 2017.

ANALYSIS

The quarterly report shows the projected unrestricted General Fund revenues and expenditures for this year as well as the actual amounts from the previous three fiscal years. For the nine months covered in this report, the District has recognized 65.2% of budgeted revenues and other financing sources and 64.9% of budgeted expenditures and other outgo in the unrestricted General Fund.

RECOMMENDATION

It is recommended that the Board of Trustees approve the CCFS-311Q for the period ending March 31, 2017 as presented.

Fiscal Impact:	Not Applicable	Board Date: May 15, 2017
Prepared by:	Adam M. O'Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

California Community Colleges
QUARTERLY FINANCIAL STATUS REPORT, CCFS-311Q
 Fiscal Year 2016-2017

District: (870) Rancho Santiago Community College

Quarter Ended: March 31, 2017

I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

As of June 30 for fiscal year specified.

	FY 2013-14 Actual	FY 2014-15 Actual	FY 2015-16 Actual	FY 2016-17 Projected
Revenues:				
Unrestricted General Fund Revenues (Objects 8100, 8600, and 8800)	143,325,250	149,635,311	188,116,801	173,880,290
Other Financing Sources (Objects 8900)	100,667	8,977	8,449	8,877
Total Unrestricted Revenues	143,425,917	149,644,288	188,125,250	173,889,167
Expenditures:				
(Objects 1000-6000)	144,496,127	148,614,551	160,363,539	171,551,343
Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	9,296,288	2,379,302	16,744,553	8,036,326
Total Unrestricted Expenditures	153,792,415	150,993,853	177,108,092	179,587,669
Revenues Over(Under)Expenditures	(10,366,498)	(1,349,565)	11,017,158	(5,698,502)
Fund Balance, Beginning	37,633,190	27,266,692	25,917,127	36,934,285
Prior Year Adjustments + (-)	0	0	0	0
Adjusted Fund Balance, Beginning	37,633,190	27,266,692	25,917,127	36,934,285
Fund Balance, Ending	27,266,692	25,917,127	36,934,285	31,235,783
% of GF Balance to GF Expenditures	17.7%	17.2%	20.9%	17.4%

II. Annualized Attendance FTES:

Annualized FTES				
(Excluding apprentices and non-residents)	28,628	28,908	28,901	28,932

III. Total General Fund Cash Balance (Unrestricted and Restricted)

	As of the specified quarter ended for each fiscal year presented			
	2013-14	2014-15	2015-16	2016-17
General Fund Cash Balance (Excluding Borrowed Funds)	33,269,630	34,209,983	52,438,278	79,041,799

IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col.2)
Revenues:				
Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	173,565,942	173,880,290	113,289,517	65.2%
Other Financing Sources (Objects 8900)	5,000	5,000	8,877	177.5%
Total Unrestricted Revenues	173,570,942	173,885,290	113,298,394	65.2%
Expenditures:				
Unrestricted General Fund Expenditures (Objects 1000-6000)	179,641,035	183,792,957	118,834,246	64.7%
Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,750,000	1,750,000	1,499,998	85.7%
Total Unrestricted Expenditures	181,391,035	185,542,957	120,334,244	64.9%
Revenues Over(Under) Expenditures	(7,820,093)	(11,657,667)	(7,035,850)	
Adjusted Fund Balance, Beginning	36,934,285	36,934,285	36,934,285	
Fund Balance, Ending	29,114,192	25,276,618	29,898,435	
% of UGF Fund Balance to UGF Expenditures	16.1%	13.6%		

V. Has the district settled any employee contracts during this quarter? YES NO
 If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

SALARIES

Contract Period Settled (Specify)	Management/Confidential		Academic**		Classified	
	*Total Salary /Cost Increase %		*Total Salary /Cost Increase %		*Total Salary /Cost Increase %	
2016/17	271,000	1.56%			1,090,318	1.56%
Year 2						
Year 3						

*As specified in Collective Bargaining Agreement.

BENEFITS

Contract Period Settled (Specify)	Management/Confidential		Academic		Classified	
	Total Salary Cost Increase		Total Salary Cost Increase		Total Salary Cost Increase	
2016/17	63,381				1,538,424	
Year 2						
Year 3						

Include a statement regarding the source of revenues to pay salary and benefit increases, e.g., from the district's reserves from cost-of-living, etc.:

The district intends to fund the salary and benefit increases with the fund balance in the current year and will need to make reduction in future years.

VI. Did the district have significant events for the quarter (include incidence of long-term debt, settlement of audit citations or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)?

YES NO

If yes, list events and their financial ramifications. (Include additional pages of explanation if needed.)

VII. Does the district have significant fiscal problems that must be addressed this year?

YES NO

Next Year?

YES NO

CERTIFICATION

Rancho Santiago Community College District

To the best of my knowledge, the data contained in this report are correct.

To the best of my knowledge, the data contained in this report are correct. I further certify that this report was/will be presented at the governing board meeting specified below, afforded the opportunity to be discussed and entered into the minutes of that meeting.

 District Chief Business Officer Date

 District Chief Executive Officer Date

Quarter Ended: March 31, 2017

Governing Board Meeting Date: May 15, 2017

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

To:	Board of Trustees	Date: May 15, 2017
Re:	Quarterly Investment Report as of March 31, 2017	
Action:	For Information	

BACKGROUND

The Quarterly Investment Report for the quarter ended March 31, 2017 is submitted in accordance with §53646(b) of Title 5 of the Government Code. The District's funds are held and invested with the Orange County Treasurer and the State of California Local Agency Investment Fund (LAIF).

ANALYSIS

The District's investments and any areas of noncompliance are shown on the following included documents: (1) the Statement of Cash as of March 31, 2017 for all District funds; (2) excerpts from the Orange County Treasurer's Investment Report for the month ended March 31, 2017, and (3) a copy of the State of California Local Agency Investment Fund (LAIF) Remittance Advice and Performance Report for the period ending March 31, 2017.

All investments for the quarter ended March 31, 2017 are in accordance with Board Policy 6320, and there has been no change in the policy during this quarter.

RECOMMENDATION

The quarterly investment report as of March 31, 2017 is presented as information.

Fiscal Impact:	Not Applicable	Board Date: May 15, 2017
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
Statement of Cash
March 31, 2017

Description	Amount	Interest Rate	QTR	% of Investment
Orange County Treasurer				
General Obligation Bonds	20,913,083	0.92%	Jan - Mar	8.16%
Bond Sinking Funds	26,465,352	0.92%	Jan - Mar	10.33%
All Other Funds	207,788,067	0.92%	Jan - Mar	81.07%
Local Agency Investment Fund (LAIF)	151,558	0.78%	Jan - Mar	0.06%
Revolving Fund, Refundable Deposits and Cash in Banks	982,973	0.00%	Jan - Mar	0.38%
	<u>256,301,033</u>			<u>100.00%</u>

Rancho Santiago Community College District

Cash Position

March 31, 2017

	County Fund	RSCCD Fund	Cash in County 9110	Cash in County-Perkins 9111	Cash in County - Cal Grants 9112	Restricted Cash for GO Bonds 9119	Cash Clearing 912X	Revolving Cash 9130	Cash with Fiscal Agent 9135	LAIF 9150	Fund Total
General Fund (11 & 12 & 13)	1	11/12/13	78,646,639				295,160	100,000			79,041,799
Child Development Fund	12	33	1,218,372				344,226				1,562,598
Bond Fund Measure E	22	42	18,409								18,409
Bond Fund Measure Q	23	43	20,894,674								20,894,674
Bond Int & Red Fund	31	21-24				26,465,352					26,465,352
Capital Outlay Projects Fund	40	41	62,640,795				45				62,640,840
Workers' Compensation Fund	68	62	7,355,794						10,000		7,365,794
Property and Liability Fund	70	61	3,649,866						25,000		3,674,866
Retiree Benefits Fund	71	63	53,421,394							151,558	53,572,952
Student Financial Aid	74	74	843,430	11,777			208,542				1,063,749
Totals			228,689,373	11,777	-	26,465,352	847,973	100,000	35,000	151,558	256,301,033

4.4 (3)



OFFICE OF THE TREASURER-TAX COLLECTOR
SHARI L. FREIDENRICH, CPA, CCMT, CPFA, ACPFIM



INTERDEPARTMENTAL COMMUNICATION

Date: April 17, 2017

To: Supervisor Michelle Steel, Chairwoman
Supervisor Andrew Do, Vice-Chair
Supervisor Todd Spitzer
Supervisor Shawn Nelson
Supervisor Lisa Bartlett

From: Shari L. Freidenrich, CPA, CCMT, CPFA, ACPFIM 

Subject: Treasurer's Investment Report for the Month Ended March 31, 2017

Attached, please find the Treasurer's Investment Report for the County of Orange for the month ended March 31, 2017. The County Treasurer provides this report in compliance with California Government Code Sections 53607, 53646, and 27134 and the County's Investment Policy Statement (IPS). We have included some charts and other data for your information including charts on fund composition and the top ten pool participants. This report is also publicly available on our website at ocgov.com/ocinvestments.

INVESTMENT POOL COMPOSITION

The investments contained within this report are as of March 31, 2017. The Investment Pool Statistics summary shows the total investment responsibility of the County Treasurer as delegated by the Board of Supervisors: the Orange County Investment Pool (OCIP) that includes the Voluntary Participants' funds, the Orange County Educational Investment Pool (OCEIP), the John Wayne Airport Investment Fund and various other non-Pooled investment funds. The investment practices and policies of the Treasurer are based on compliance with State law and prudent money management. The primary goal is to invest public funds in a manner which will provide maximum security of principal invested with secondary emphasis on providing adequate liquidity to Pool Participants and lastly to achieve a market rate of return within the parameters of prudent risk management while conforming to all applicable statutes and resolutions governing the investment of public funds.

The County Treasurer established three Money Market Funds, the Orange County Money Market Fund, the Orange County Educational Money Market Fund, and the John Wayne Airport Investment Fund, which all are invested in cash-equivalent securities and provide liquidity for immediate cash needs. Standard & Poor's, on March 6, 2017, reaffirmed their highest rating of AAAM on the Orange County and the Educational Money Market Funds. The County Treasurer also established the Extended Fund that is invested to meet cash needs between one and five years out. The Orange County Investment Pool is comprised of the Orange County Money Market Fund and portions of the Extended Fund. The Orange County Educational Investment Pool is comprised of the Orange County Educational Money Market Fund and portions of the Extended Fund.

The maximum maturity of investments for the Orange County and Educational Money Market Funds is 13 months, with a maximum weighted average maturity (WAM) of 60 days, and they have a current WAM of 37 and 52 respectively. The maximum maturity of investments for the John Wayne Investment Fund is 15 months, with a maximum WAM of 90 days, and a current WAM of 67. The maximum maturity of the Extended Fund is five years, with duration not to exceed the Merrill Lynch 1-3 Year index +25% (2.36). The duration is currently at 1.39. The investments in all of the funds are marked to market daily to determine the value of the funds. To further maintain safety, adherence to an investment strategy of only purchasing top-rated securities and diversification of instrument types and maturities is required.

ECONOMIC UPDATE

In March, the job market added 98,000 new jobs, and February's job numbers were revised downwards by 16,000 to 219,000. The U.S. unemployment rate for March fell to 4.5%, down from 4.7% in February. The Empire State

Manufacturing Index fell to 16.4 from 18.7 in February, while the Philadelphia Fed Index decreased to 32.8 from 43.3 in February. The Federal Reserve uses these indexes as regional economic gauges, and a reading above zero signals economic expansion. With respect to housing, the S&P/CaseShiller U.S. Index reported that housing prices continue to show positive momentum as year-over-year prices increased for the fifty-seventh consecutive month in January, up 5.73% from a year ago. The index for pending home sales decreased -2.4% on a year-over-year basis in March. The 10-year Treasury rate rose from 2.36% in February to 2.40% in March.

The short-term 90-day T-bill ended the month at 0.76%, up from 0.53% in February. The rate on the 2-year Treasury note was 1.27% at the end of March, up from 1.22% in February.

INVESTMENT INTEREST YIELDS AND FORECAST

The current gross interest yield year-to-date for fiscal year 2016/2017 is 0.82% for the Orange County Investment Pool and 0.82% for the Orange County Educational Investment Pool. The current net yield for fiscal year 2016/2017 is 0.76% and 0.76% respectively. The forecasted net yield for fiscal year 2016/2017 for both OCIP and OCEIP is expected to be 0.77%.

APPORTIONMENT OF COMMINGLED POOL INTEREST EARNINGS

Each month, the County Treasurer apportions the accrued interest earnings to each pool participant. As of the first business day of the following month accrued, but unpaid, interest earnings are added to pool participants' average balances in determining a participant's relative share of the pool's monthly earnings. The actual cash distribution will generally be paid in the months following. The March 2017 interest apportionment is expected to be paid by April 30, 2017. The investment administrative fee for fiscal year 2016/2017 is estimated at 6.5 basis points.

TEMPORARY TRANSFERS

The County Treasurer, as required by Constitution Article XVI, Section 6, and per the Board of Supervisor's Resolution 15-016, is authorized to make temporary transfers to school districts to address their short-term cash flow needs. The loans are secured by tax receipts to be received by the County Treasurer, as the banker for the school districts. There are no temporary transfers outstanding as of March 31, 2017.

PORTFOLIO HOLDINGS OF DEBT ISSUED BY POOL PARTICIPANTS

Under guidelines outlined in the current IPS, the County Treasurer may invest in A or above rated securities issued by municipalities. Municipal debt issued by the County of Orange is exempt from this credit rating requirement. The Investment Pools may invest no more than 5% of pool assets in any one issuer, with the exception of the County of Orange which has a 10% limit. The Investment Pools have a total market value of \$442.5 million in County of Orange debt, which represents approximately 5.0% of pooled assets. Prior to purchasing any pool participant debt, a standardized credit analysis is performed.

COMPLIANCE SUMMARY

The investment portfolios had no compliance exceptions for the month of March 2017. The Auditor-Controller issued their report on Compliance Monitoring of the Treasurer's Investment Portfolio for the Quarter Ended December 31, 2016, which stated that no compliance deficiencies were identified. As part of the County's Financial Statement Audit for the Year Ended June 30, 2016, MGO just released their Management Letter dated December 15, 2016. They identified one deficiency in internal control related to the Treasurer-Tax Collector. The deficiency noted that management's written approvals for month-end summary bank reconciliations from December 2015 to May 2016 were delayed due to a duplicate bank file import. During this period, bank activity was reconciled daily and reviewed by management monthly, and procedures now require management approval for manual bank imports.

CREDIT UPDATE

During March, there were two changes to the Treasurer's Approved Issuer List. The Credit Investment Committee placed Toronto Dominion Bank NY on hold and removed Microsoft Corporation from being on hold. An ongoing credit analysis of all issuers owned in the Investment Pools is reviewed on a daily, monthly, quarterly, and annual basis.

I certify that this report includes all pooled and non-pooled investments as of March 31, 2017 and is in conformity with all State laws and the IPS approved by the Board of Supervisors on November 22, 2016. The investments herein shown provide adequate liquidity to meet the next six months of projected cash flow requirements. I am available if you have any questions on this Investment Report at (714) 834-7625.

ORANGE COUNTY TREASURER-TAX COLLECTOR

SUMMARY OF INVESTMENT DATA

INVESTMENT TRENDS

	MARCH 2017	FEBRUARY 2017	INCREASE (DECREASE)	NET CHANGE %	MARCH 2016	INCREASE (DECREASE)	NET CHANGE %
<u>Orange County Investment Pool (OCIP)</u>							
End Of Month Market Value ^{1,2}	\$ 4,618,257,699	\$ 4,297,940,588	\$ 320,317,111	7.45%	\$ 4,064,403,689	\$ 553,854,010	13.63%
End Of Month Book Value ²	\$ 4,625,013,477	\$ 4,304,594,985	\$ 320,418,492	7.44%	\$ 4,057,820,731	\$ 567,192,746	13.98%
Monthly Average Balance ²	\$ 4,268,775,988	\$ 4,217,383,777	\$ 51,392,211	1.22%	\$ 3,874,263,799	\$ 394,512,189	10.18%
Year-To-Date Average Balance	\$ 4,017,941,038	\$ 3,986,586,669	\$ 31,354,369	0.79%	\$ 3,657,472,820	\$ 360,468,218	9.86%
Monthly Accrued Earnings ³	\$ 3,303,437	\$ 3,040,342	\$ 263,095	8.65%	\$ 2,277,935	\$ 1,025,502	45.02%
Monthly Net Yield ³	0.85%	0.87%	-0.03%	-3.32%	0.62%	0.22%	35.38%
Year-To-Date Net Yield ³	0.76%	0.74%	0.01%	1.75%	0.54%	0.22%	40.26%
Annual Estimated Gross Yield ⁴	0.84%	0.84%	0.00%	0.00%	0.64%	0.20%	30.43%
Weighted Average Maturity (WAM)	333	358	(25)	-6.98%	333	(0)	-0.05%
<u>Orange County Educational Investment Pool (OCEIP)</u>							
End Of Month Market Value ^{1,2}	\$ 4,277,435,171	\$ 4,034,862,936	\$ 242,572,235	6.01%	\$ 3,861,357,542	\$ 416,077,629	10.78%
End Of Month Book Value ²	\$ 4,284,742,978	\$ 4,050,156,920	\$ 234,586,058	5.79%	\$ 3,854,691,037	\$ 430,051,941	11.16%
Monthly Average Balance	\$ 4,072,422,938	\$ 4,185,099,022	\$ (112,676,084)	-2.69%	\$ 3,925,416,698	\$ 147,006,240	3.74%
Year-To-Date Average Balance	\$ 4,000,160,993	\$ 3,991,128,250	\$ 9,032,743	0.23%	\$ 3,719,733,252	\$ 280,427,741	7.54%
Monthly Accrued Earnings ³	\$ 3,296,030	\$ 3,098,239	\$ 197,791	6.38%	\$ 2,359,791	\$ 936,239	39.67%
Monthly Net Yield ³	0.89%	0.90%	-0.01%	-1.33%	0.64%	0.25%	38.65%
Year-To-Date Net Yield ³	0.76%	0.74%	0.02%	2.71%	0.55%	0.21%	38.25%
Annual Estimated Gross Yield ⁴	0.84%	0.84%	0.00%	0.00%	0.65%	0.19%	28.64%
Weighted Average Maturity (WAM)	375	393	(18)	-4.58%	350	25	7.27%

¹ Market values provided by Bloomberg and Northern Trust. Market values are slightly lower than book values due to the recent Federal Reserve short-term rate increase, but both pools have a net asset value of 1.00 and have sufficient liquidity to meet projected cash flow needs.

² In March 2017, OCIP end of month market and book values, and monthly average balance were higher than March 2016 primarily due to higher secured property tax receipts. OCEIP end of month market and book values were higher than March 2016 primarily due to deposits of bond proceeds from new school bonds.

³ In March 2017, OCIP and OCEIP monthly accrued earnings, monthly and year-to-date net yields were higher than March 2016 due to an increase in the Federal Reserve short-term rate of 25 basis points and investments in higher yielding securities.

⁴ The OCIP and OCEIP Annual Estimated Gross Yield for March 2016 is reported at the actual annual gross yield for FY15/16, and their Annual Estimated Gross Yield for March 2017 is reported at the latest forecasted gross yields of 0.84%. The Annual Estimated Gross Yield for FY 16/17 is higher than FY 15/16 due to an increase of the Federal Reserve short-term rate of 25 basis points, reductions in excess liquidity, and improved cash management while maintaining the same high credit quality of securities.

ORANGE COUNTY TREASURER-TAX COLLECTOR
INVESTMENT POOL STATISTICS
 FOR THE MONTH AND QUARTER ENDED: MARCH 31, 2017

INVESTMENT STATISTICS - By Investment Pool*

DESCRIPTION	CURRENT BALANCES	Average Days to Maturity	Daily Yield as of 3/31/17	MONTHLY Gross Yield	QUARTER Gross Yield	Current NAV
COMBINED POOL BALANCES (includes the Extended Fund)						
Orange County Investment Pool (OCIP)	MARKET Value \$ 4,618,257,699	333	0.94%	0.91%	0.90%	1.00
	COST (Capital) \$ 4,632,472,982					
	MONTHLY AVG Balance \$ 4,268,775,988					
	QUARTERLY AVG Balance \$ 4,250,450,642					
	BOOK Value \$ 4,625,013,477					
Orange County Educational Investment Pool (OCEIP)	MARKET Value \$ 4,277,435,171	375	0.99%	0.95%	0.92%	1.00
	COST (Capital) \$ 4,292,699,654					
	MONTHLY AVG Balance \$ 4,072,422,938					
	QUARTERLY AVG Balance \$ 4,244,671,151					
	BOOK Value \$ 4,284,742,978					

INVESTMENT STATISTICS - Non Pooled Investments **

DESCRIPTION	CURRENT BALANCE	BOOK BALANCE BY INVESTMENT TYPE
Specific Investment		
Funds:		
MARKET Value \$ 153,654,076	County General-Tax Exempt Non AMT	\$ 67,458,736
COST (Capital) \$ 153,773,393	John Wayne Airport Investment Fund	50,368,300
MONTHLY AVG Balance \$ 153,758,190	Repurchase Agreement	1,081,500
QUARTERLY AVG Balance \$ 153,747,654	Fountain Valley School District Fund 40	34,864,857
BOOK Value \$ 153,728,257		
		\$ 153,773,393

MONTH END TOTALS

INVESTMENTS & CASH	FUND ACCOUNTING & SPECIFIC INVESTMENTS
COUNTY MONEY MARKET FUND (OCMMF)	
County Money Market Fund \$ 1,742,970,308	OCIP \$ 4,645,133,468
County Cash 12,660,486	OCEIP 4,295,263,475
EXTENDED FUND 5,903,042,674	Specific Investment Funds 153,773,393
EDUCATIONAL MONEY MARKET FUND (OCEMMF)	Non Pooled Cash 21,499,049
Educational Money Market Fund 1,279,159,654	
Educational Cash 2,563,821	
NON POOLED INVESTMENTS	
Non Pooled Investments @ Cost 153,773,393	
Non Pooled Cash 21,499,049	
\$ 9,115,669,385	\$ 9,115,669,385

KEY POOL STATISTICS

INTEREST RATE YIELD	WEIGHTED AVERAGE MATURITY (WAM)
OCMMF - MONTHLY GROSS YIELD 0.60%	OCMMF 37
OCEMMF - MONTHLY GROSS YIELD 0.66%	OCEMMF 52
JOHN WAYNE AIRPORT - MONTHLY GROSS YIELD 0.61%	JOHN WAYNE AIRPORT WAM 67
OCIP - YTD NET YIELD*** 0.76%	LGIP WAM (Standard & Pools) 46
OCEIP - YTD NET YIELD*** 0.76%	
90-DAY T-BILL YIELD - MONTHLY AVERAGE 0.74%	

**ORANGE COUNTY TREASURER-TAX COLLECTOR
INVESTMENT POOL STATISTICS
FOR THE MONTH AND QUARTER ENDED: MARCH 31, 2017**

INVESTMENT STATISTICS - By Investment Fund****

DESCRIPTION	CURRENT BALANCES	Average Days to Maturity	Daily Yield as of 3/31/17	MONTHLY Gross Yield	QUARTER Gross Yield	Current NAV
<u>County Money Market Fund (OCMMF)</u>	MARKET Value \$ 1,742,756,895	37	0.64%	0.60%	0.57%	1.00
	COST (Capital) \$ 1,742,970,308					
	MONTHLY AVG Balance \$ 1,376,354,601					
	QUARTERLY AVG Balance \$ 1,362,153,983					
	BOOK Value \$ 1,742,433,515					
<u>Educational Money Market Fund (OCEMMF)</u>	MARKET Value \$ 1,278,498,097	52	0.71%	0.66%	0.61%	1.00
	COST (Capital) \$ 1,279,159,654					
	MONTHLY AVG Balance \$ 1,058,882,938					
	QUARTERLY AVG Balance \$ 1,279,587,925					
	BOOK Value \$ 1,278,422,861					
<u>Extended Fund</u>	MARKET Value \$ 5,874,437,878	511	1.08%	1.06%	1.05%	1.00
	COST (Capital) \$ 5,903,042,674					
	MONTHLY AVG Balance \$ 5,905,961,387					
	QUARTERLY AVG Balance \$ 5,853,379,884					
	BOOK Value \$ 5,888,900,079					
ALLOCATION OF EXTENDED FUND						
<u>Extended Fund</u> <i>OCIP Share</i>	MARKET Value \$ 2,875,500,804	511	1.08%	1.06%	1.05%	1.00
	COST (Capital) \$ 2,889,502,674					
	MONTHLY AVG Balance \$ 2,892,421,387					
	QUARTERLY AVG Balance \$ 2,888,296,658					
	BOOK Value \$ 2,882,579,962					
<i>OCEIP Share</i>	MARKET Value \$ 2,998,937,074	511	1.08%	1.06%	1.05%	1.00
	COST (Capital) \$ 3,013,540,000					
	MONTHLY AVG Balance \$ 3,013,540,000					
	QUARTERLY AVG Balance \$ 2,965,083,226					
	BOOK Value \$ 3,006,320,117					
<i>Modified Duration</i>						1.39

* The Combined Pool Balances include the County and Educational Money Market Funds and their respective portions of the Extended Fund.

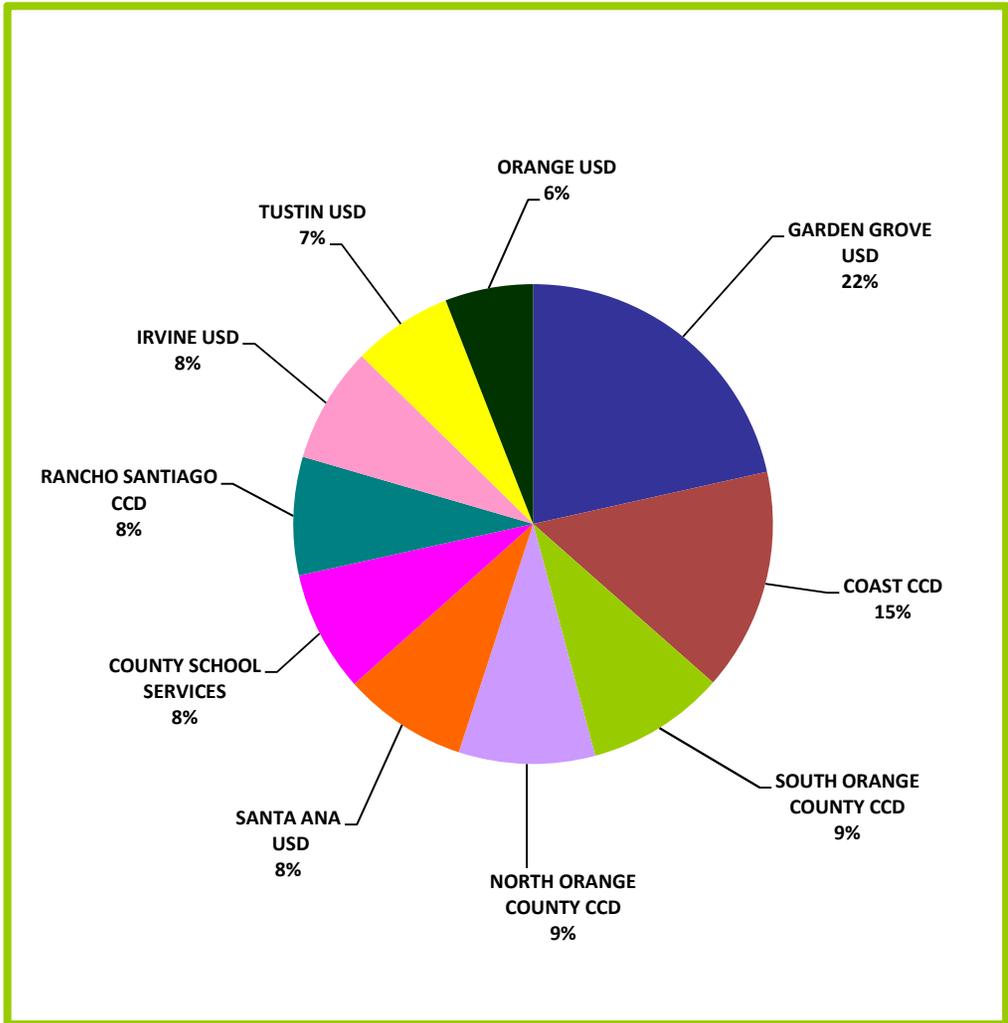
** Specific non pooled investments are reported in compliance with Government Code Section 53646 (b)(1). Detailed descriptions are included in the inventory listing in Section VII of this report.

*** The Net Yield differs from the monthly average yield as it includes the Treasury administration fees.

**** Book Value is computed as Cost reduced by amortization of premium and increased by the accretion of discount of the Investment Portfolio. Net Asset Value (NAV) is equal to Market Value divided by Book Value.

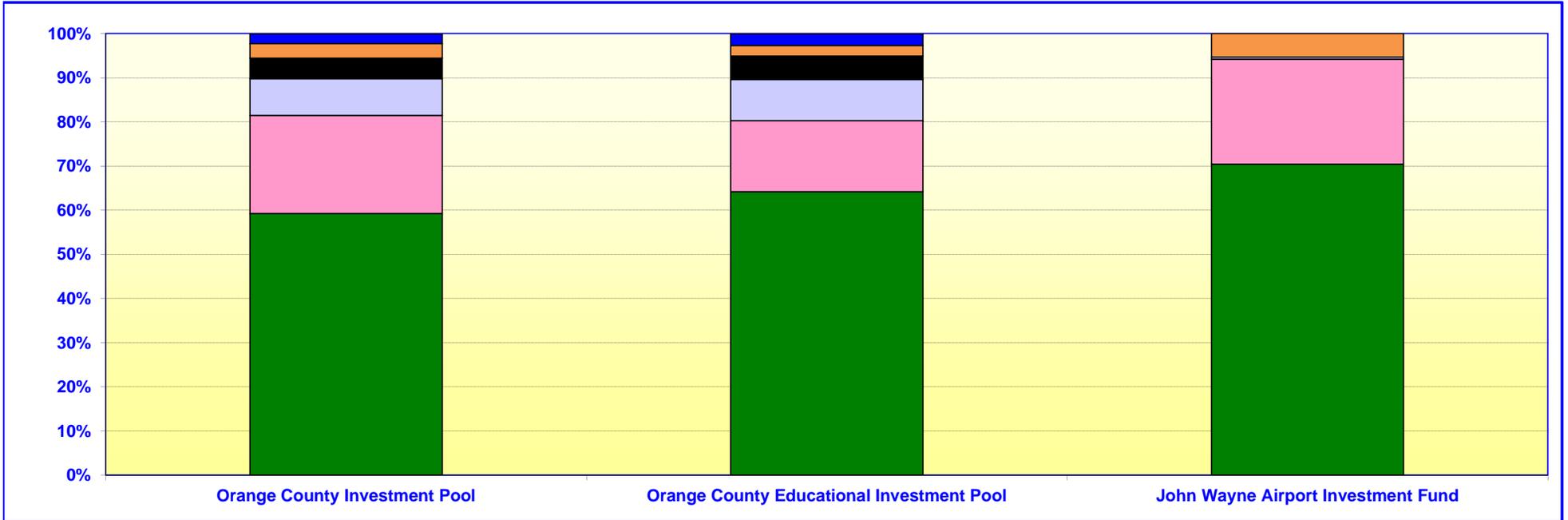
**ORANGE COUNTY EDUCATIONAL INVESTMENT POOL
TOP TEN POOL PARTICIPANTS
AS OF MARCH 31, 2017**

DISTRICT #	SCHOOL DISTRICT	BALANCE
72	GARDEN GROVE USD	\$ 627,678,604
90	COAST CCD	437,795,126
96	SOUTH ORANGE COUNTY CCD	272,537,326
88	NORTH ORANGE COUNTY CCD	268,167,920
84	SANTA ANA USD	244,530,790
94	COUNTY SCHOOL SERVICES	238,283,281
92	RANCHO SANTIAGO CCD	232,590,975
75	IRVINE USD	227,901,332
87	TUSTIN USD	197,071,060
80	ORANGE USD	173,112,239
TOTAL		\$ 2,919,668,653



4.4 (9)

ORANGE COUNTY TREASURER - TAX COLLECTOR
BY INVESTMENT TYPE - By Percentage Holdings
March 31, 2017



Orange County Investment Pool		
	In Thousands	%
U. S. GOVERNMENT AGENCIES	\$ 2,736,463	59.25%
U. S. TREASURIES	1,026,600	22.23%
MEDIUM - TERM NOTES	381,742	8.27%
MUNICIPAL DEBT	216,589	4.68%
MONEY MARKET MUTUAL FUNDS	149,876	3.25%
CERTIFICATES OF DEPOSIT	104,192	2.26%
LOCAL AGENCY INVESTMENT FUND	2,796	0.06%
	<u>\$ 4,618,258</u>	<u>100.00%</u>

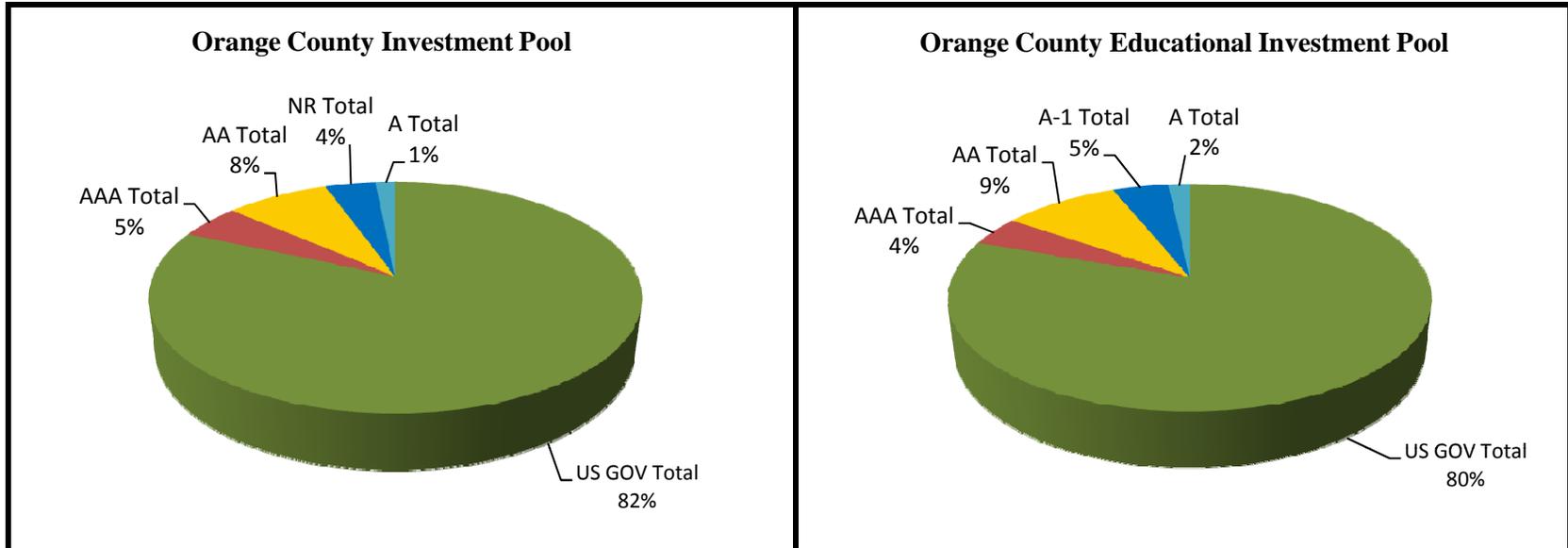
Orange County Educational Investment Pool		
	In Thousands	%
U. S. GOVERNMENT AGENCIES	\$ 2,745,484	64.19%
U. S. TREASURIES	687,141	16.06%
MEDIUM-TERM NOTES	400,224	9.36%
MUNICIPAL DEBT	225,887	5.28%
CERTIFICATES OF DEPOSIT	111,780	2.61%
MONEY MARKET MUTUAL FUNDS	104,002	2.43%
LOCAL AGENCY INVESTMENT FUND	2,917	0.07%
	<u>\$ 4,277,435</u>	<u>100.00%</u>

John Wayne Airport Investment Fund		
	In Thousands	%
U. S. GOVERNMENT AGENCIES	\$ 35,442	70.40%
U. S. TREASURIES	11,994	23.82%
MONEY MARKET MUTUAL FUNDS	2,692	5.35%
MEDIUM-TERM NOTES	218	0.43%
	<u>\$ 50,346</u>	<u>100.00%</u>

Calculated Using Market Value at 3/31/2017

4.4 (10)

ORANGE COUNTY TREASURER - TAX COLLECTOR
CREDIT QUALITY BY MARKET VALUE
 March 31, 2017



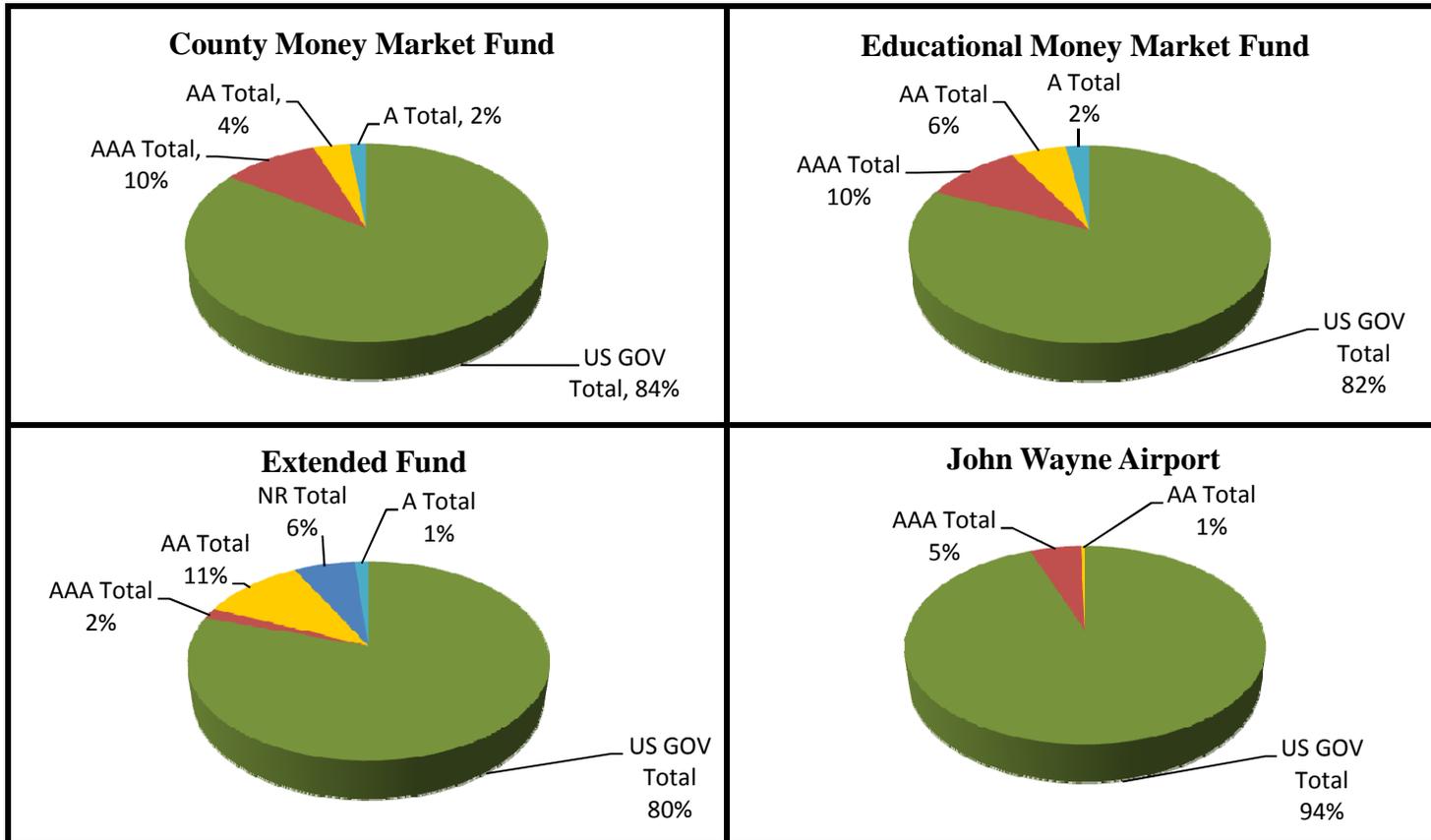
US GOV Includes Agency & Treasury Debt

AA Includes AA+, AA- & AA

A Includes A+, A- & A

NR Includes LAIF and Orange County Pension Obligation Bonds Series 2017 A

ORANGE COUNTY TREASURER - TAX COLLECTOR
CREDIT QUALITY BY MARKET VALUE
 March 31, 2017



4.4 (12)

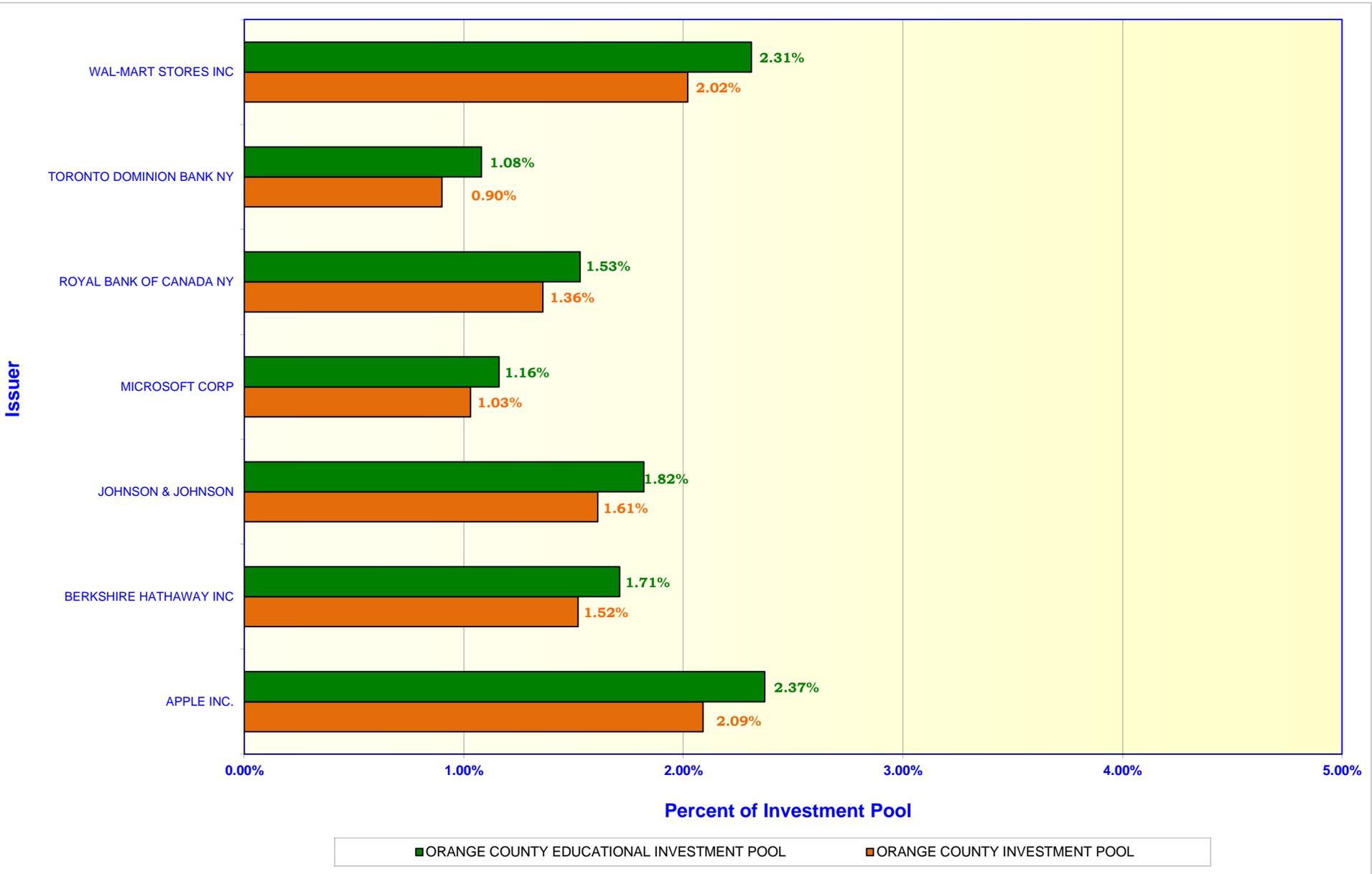
US GOV Includes Agency & Treasury Debt

AA Includes AA+, AA- & AA

A Includes A+, A- & A

NR Includes LAIF and Orange County Pension Obligation Bonds Series 2017 A

ORANGE COUNTY TREASURER - TAX COLLECTOR
ISSUER CONCENTRATION-By Investment Pool
 March 31, 2017



4.4 (13)

ORANGE COUNTY TREASURER-TAX COLLECTOR

APPROVED ISSUER LIST - OCIP, OCEIP, and JWA

March 31, 2017

ISSUER	S/T RATINGS			L/T RATINGS		
	S&P	Moody's	Fitch	S&P	Moody's	Fitch
U.S. TREASURY SECURITIES						
U.S. GOVERNMENT	A-1+	P-1	F1+	AA+	Aaa	AAA
U.S. GOVERNMENT AGENCY SECURITIES						
FEDERAL NATIONAL MORTGAGE ASSOCIATION	A-1+	P-1	F1+	AA+	Aaa	AAA
FEDERAL HOME LOAN MORTGAGE CORPORATION	A-1+	P-1	F1+	AA+	Aaa	AAA
FEDERAL HOME LOAN BANKS	A-1+	P-1	NR	AA+	Aaa	NR
FEDERAL FARM CREDIT BANKS	A-1+	P-1	F1+	AA+	Aaa	AAA
MEDIUM-TERM NOTES						
APPLE INC	A-1+	P-1	NR	AA+	Aa1	NR
BERKSHIRE HATHAWAY INC	A-1+	P-1	NR	AA	Aa2	A+
<i>BERKSHIRE HATHAWAY FINANCE</i>	NR	P-1	NR	NR	Aa2	A+
JOHNSON & JOHNSON	A-1+	P-1	F1+	AAA	Aaa	AAA
MICROSOFT CORPORATION **	A-1+	P-1	F1+	AAA	Aaa	AA+
WAL-MART STORES INC	A-1+	P-1	F1+	AA	Aa2	AA
ISSUERS ON HOLD						
ROYAL BANK OF CANADA NY ***	A-1+	P-1	F1+	AA-	Aa3	AA
TORONTO DOMINION BANK NY ****	A-1+	P-1	F1+	AA-	Aa1	AA-
MUNICIPAL BONDS						
ORANGE CNTY CA PENSION OBLG 2016 A	NR	NR	F1+	AA	NR	AA
ORANGE CNTY CA PENSION OBLG 2017 A	NR	NR	NR	NR	NR	NR
STATE POOL - LOCAL AGENCY INVESTMENT FUND						
LOCAL AGENCY INVESTMENT FUND	NR	NR	NR	NR	NR	NR
MONEY MARKET MUTUAL FUNDS *						
NAME OF FUND	S & P	Moody's		Fitch		
INVESCO GOVERNMENT & AGENCY SHORT-TERM INVESTMENTS TRUST (AIM)	AAAm	Aaa-mf		AAAmmf		
GOLDMAN SACHS FINANCIAL SQUARE GOVT FUND	AAAm	Aaa-mf		NR		
MORGAN STANLEY INSTITUTIONAL LIQUIDITY FUNDS - GOVT	AAAm	Aaa-mf		NR		
NORTHERN INSTITUTIONAL TREASURY PORTFOLIO	AAAm	NR		NR		

* All money market funds are institutional money market funds investing in debt issued or guaranteed by the U.S. Government and its agencies.

** On Negative Outlook (Moody's L/T rating - July 25, 2016)

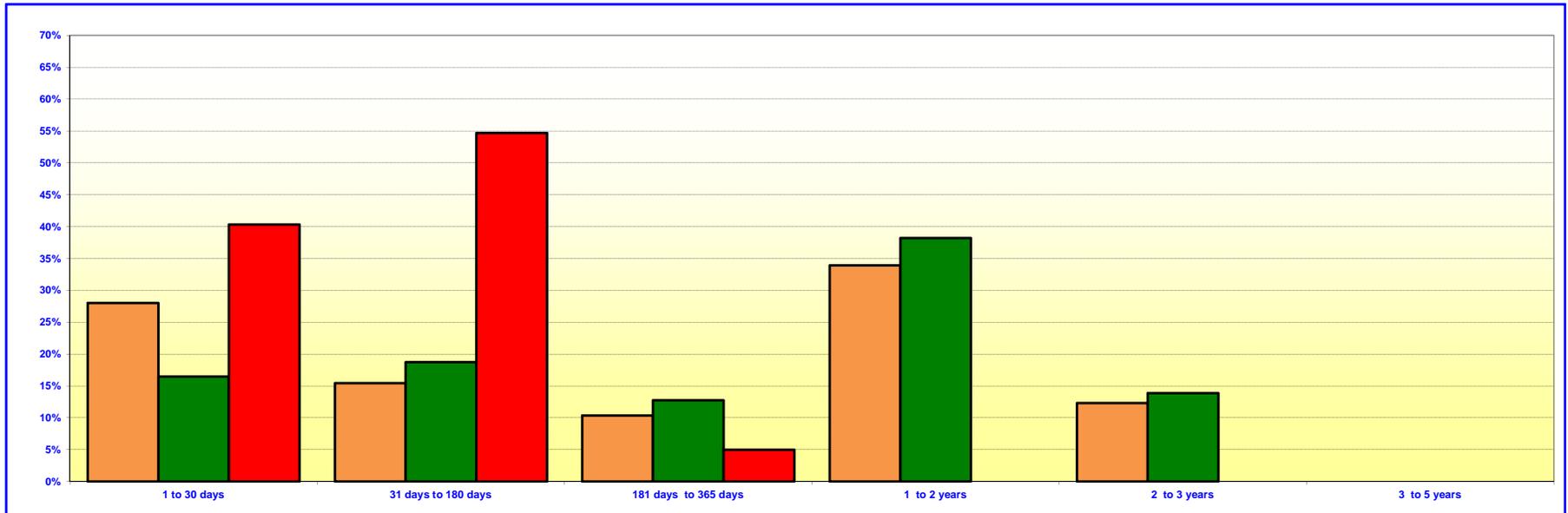
*** On Negative Outlook (S&P - June 6, 2016; Fitch - January 25, 2016; Moody's - June 11, 2014)

**** On Negative Outlook (Moody's - June 11, 2014)

**Orange County Treasurer-Tax Collector
Changes in Approved Issuer's List
For the Month Ended March 31, 2017**

During March, there were two changes to the Treasurer's Approved Issuer List. The Credit Investment Committee placed Toronto Dominion Bank NY on hold and removed Microsoft Corporation from being on hold. An ongoing credit analysis of all issuers owned in the Investment Pools is reviewed on a daily, monthly, quarterly, and annual basis.

**ORANGE COUNTY TREASURER - TAX COLLECTOR
MATURITIES DISTRIBUTION
March 31, 2017**



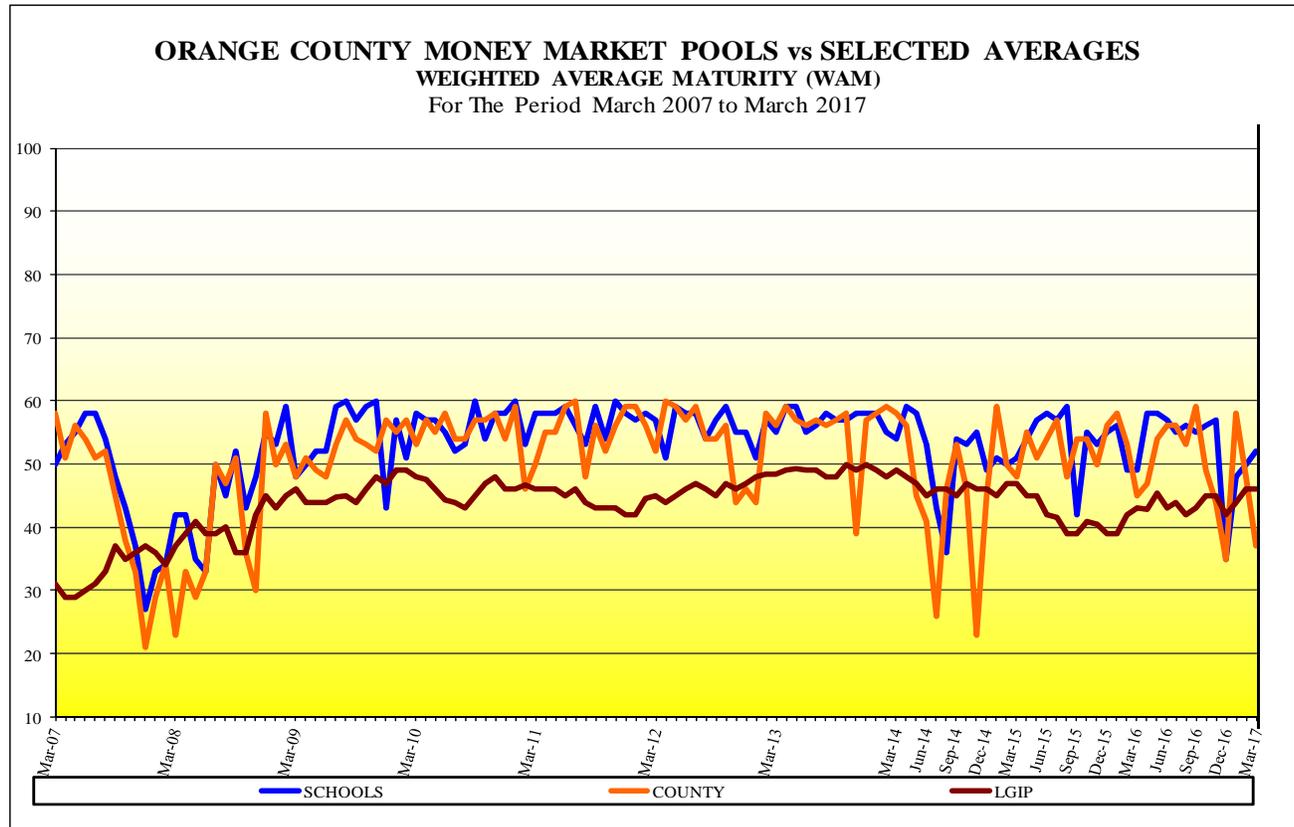
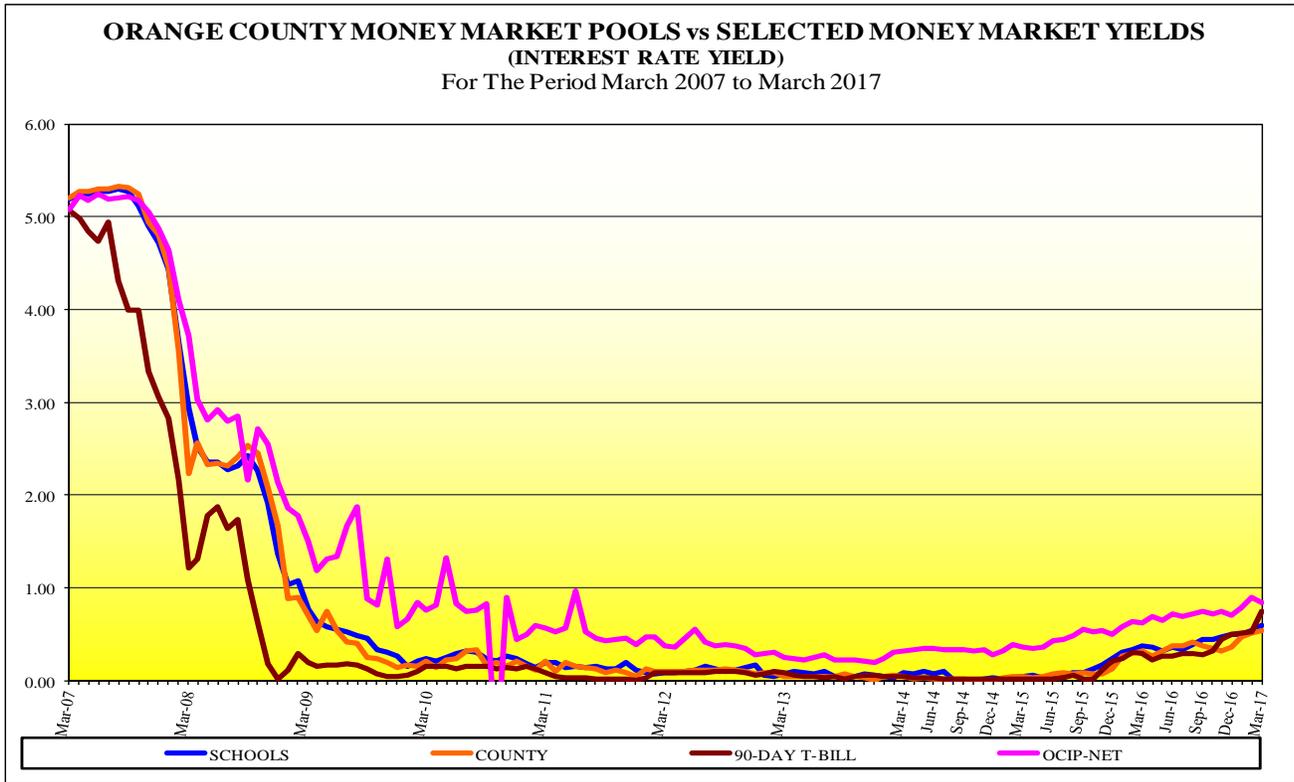
ORANGE COUNTY INVESTMENT POOL		
	In Thousands ^{1,2}	%
1 TO 30 DAYS	\$ 1,294,480	28.01%
31 TO 180 DAYS	713,027	15.43%
181 TO 365 DAYS	477,808	10.34%
1 YEAR TO 2 YEARS	1,567,011	33.92%
2 YEARS TO 3 YEARS	568,459	12.30%
3 YEARS TO 5 YEARS	-	0.00%
TOTAL	\$ 4,620,785	100.00%

ORANGE COUNTY EDUCATIONAL INVESTMENT POOL		
	In Thousands ^{1,2}	%
1 TO 30 DAYS	\$ 705,417	16.48%
31 TO 180 DAYS	801,829	18.74%
181 TO 365 DAYS	545,507	12.75%
1 YEAR TO 2 YEARS	1,634,128	38.18%
2 YEARS TO 3 YEARS	592,861	13.85%
3 YEARS TO 5 YEARS	-	0.00%
TOTAL	\$ 4,279,742	100.00%

JOHN WAYNE AIRPORT INVESTMENT FUND		
	In Thousands ^{1,2}	%
1 TO 30 DAYS	\$ 20,316	40.34%
31 TO 180 DAYS	27,542	54.69%
181 TO 365 DAYS	2,500	4.97%
1 YEAR TO 2 YEARS	-	0.00%
TOTAL	\$ 50,358	100.00%

1 Maturity Limits are calculated using face value. All final maturities are in compliance with the IPS during March.

2 Floating Rate Notes are deemed to have a maturity date equal to their next interest reset date. At 3/31/2017, Floating Rate Notes comprise 0.48%, 0.99%, and 0.00% of the Orange County Investment Pool, Orange County Educational Investment Pool, and JWA Investment Fund respectively.



•As of March 31, 2017, S&P LGIP – 0.69; S&P LGIP WAM -46; 90-Day T-Bill – 0.74; OCIP – Net – 0.76

ORANGE COUNTY TREASURER-TAX COLLECTOR

INVESTMENT POOL YIELDS

April 1, 2016 - March 31, 2017

PERIOD ENDING - MONTH / YEAR	MONTH END MARKET VALUE	EARNINGS FOR MONTH	GROSS AVERAGE YIELD FOR MONTH	MONTH END WAM
<i>Current Month - March 2017</i>				
County Pool - Money Market Fund	\$ 1,742,756,895	\$ 707,012	0.60%	37
Educational Pool - Money Market Fund	\$ 1,278,498,097	\$ 590,948	0.66%	52
Extended Fund	\$ 5,874,437,878	\$ 5,301,507	1.06%	511
<i>February 2017</i>				
County Pool - Money Market Fund	\$ 1,420,356,645	\$ 588,259	0.58%	48
Educational Pool - Money Market Fund	\$ 1,036,250,434	\$ 539,611	0.60%	50
Extended Fund	\$ 5,876,196,444	\$ 5,010,710	1.11%	511
<i>January 2017</i>				
County Pool - Money Market Fund	\$ 1,243,000,623	\$ 626,367	0.53%	58
Educational Pool - Money Market Fund	\$ 1,309,895,173	\$ 772,307	0.57%	48
Extended Fund	\$ 5,872,382,548	\$ 4,846,757	0.99%	496
<i>December 2016</i>				
County Pool - Money Market Fund	\$ 1,787,873,393	\$ 656,440	0.43%	35
Educational Pool - Money Market Fund	\$ 1,995,546,428	\$ 627,945	0.56%	35
Extended Fund	\$ 5,491,524,471	\$ 4,550,093	0.96%	510
<i>November 2016</i>				
County Pool - Money Market Fund	\$ 1,263,748,930	\$ 397,303	0.38%	44
Educational Pool - Money Market Fund	\$ 1,123,417,366	\$ 433,001	0.53%	57
Extended Fund	\$ 5,538,702,888	\$ 4,384,832	0.96%	515
<i>October 2016</i>				
County Pool - Money Market Fund	\$ 1,262,431,238	\$ 351,585	0.41%	49
Educational Pool - Money Market Fund	\$ 978,305,500	\$ 469,767	0.51%	56
Extended Fund	\$ 5,497,309,348	\$ 4,298,117	0.92%	504
<i>September 2016</i>				
County Pool - Money Market Fund	\$ 751,801,815	\$ 278,284	0.46%	59
Educational Pool - Money Market Fund	\$ 1,220,526,096	\$ 498,234	0.46%	55
Extended Fund	\$ 5,494,463,600	\$ 4,191,758	0.93%	501
<i>August 2016</i>				
County Pool - Money Market Fund	\$ 800,306,654	\$ 295,786	0.49%	53
Educational Pool - Money Market Fund	\$ 1,221,174,892	\$ 516,653	0.46%	56
Extended Fund	\$ 5,459,349,411	\$ 4,074,594	0.90%	484
<i>July 2016</i>				
County Pool - Money Market Fund	\$ 686,861,455	\$ 325,471	0.45%	56
Educational Pool - Money Market Fund	\$ 1,433,126,604	\$ 519,773	0.41%	55
Extended Fund	\$ 5,327,781,739	\$ 4,052,122	0.89%	501
<i>June 2016</i>				
County Pool - Money Market Fund	\$ 928,467,500	\$ 418,507	0.44%	56
Educational Pool - Money Market Fund	\$ 1,611,309,522	\$ 519,651	0.43%	57
Extended Fund	\$ 5,387,530,673	\$ 4,192,339	0.95%	512
<i>May 2016</i>				
County Pool - Money Market Fund	\$ 1,345,822,973	\$ 487,226	0.39%	54
Educational Pool - Money Market Fund	\$ 1,550,458,922	\$ 554,610	0.39%	58
Extended Fund	\$ 5,364,702,464	\$ 4,084,932	0.90%	532
<i>April 2016</i>				
County Pool - Money Market Fund	\$ 1,650,959,211	\$ 611,665	0.34%	47
Educational Pool - Money Market Fund	\$ 1,789,408,388	\$ 534,423	0.43%	58
Extended Fund	\$ 5,336,146,252	\$ 4,277,809	1.00%	526
Fiscal Year July 1, 2016 - June 30, 2017	Average Month End Market Value Balance	YTD Interest Income	YTD Gross Yield	YTD Average
Orange County Investment Pool	\$ 4,068,638,687	\$ 24,953,242	0.82%	370
Orange County Educational Investment Pool	\$ 4,041,142,043	\$ 24,951,993	0.82%	361

ORANGE COUNTY TREASURER-TAX COLLECTOR
CASH AVAILABILITY PROJECTION
FOR THE SIX MONTHS ENDING SEPTEMBER 30, 2017

Government Code Section 53646 (b) (3), effective on January 1, 1996, requires the Treasurer-Tax Collector to include a statement in the investment report, denoting the ability of the Orange County Investment Pool (OCIP) and the Orange County Educational Investment Pool (OCEIP) to meet their expenditure requirements for the next six months.

The OCIP and OCEIP consist of funds in the treasury deposited by various entities required to do so by statute, as well as those entities voluntarily depositing monies in accordance with Government Code Section 53684.

The Treasurer-Tax Collector is required to disburse monies placed in the treasury as directed by the Auditor-Controller and the Department of Education, except for the making of legal investments, to the extent funds are transferred to one or more clearing funds in accordance with Government Code Section 29808.

The Treasurer-Tax Collector, in her projection of cash availability to disburse funds as directed by the Auditor-Controller and the Department of Education, is relying exclusively on historical activity involving deposits and disbursements and future cash flow projections. No representation is made as to an individual depositor's ability to meet their anticipated expenditures with anticipated revenues.

The Cash Availability Projection for the six months ending September 30, 2017, indicates the ability of the pools to meet projected cash flow requirements. However, there will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected and those differences may be material.

ORANGE COUNTY INVESTMENT POOL				
Month	Investment Maturities	Projected Deposits	Projected Disbursements	Cumulative Available Cash
March 2017 - Ending Cash				\$ 12,660,486
April	\$ 1,144,941,120	\$ 2,077,872,970	\$ 1,782,544,828	1,452,929,748
May	368,630,424	287,524,611	671,773,527	1,437,311,256
June	115,184,138	279,622,691	796,361,570	1,035,756,515
July	74,058,111	260,440,708	582,056,875	788,198,460
August	101,736,570	436,879,658	363,542,939	963,271,749
September	69,340,075	447,979,753	418,851,494	1,061,740,083

ORANGE COUNTY EDUCATIONAL INVESTMENT POOL				
Month	Investment Maturities	Projected Deposits	Projected Disbursements	Cumulative Available Cash
March 2017 - Ending Cash				\$ 2,563,821
April	\$ 589,321,986	\$ 1,242,956,346	\$ 689,471,299	1,145,370,854
May	467,021,554	398,881,570	709,242,480	1,302,031,498
June	119,765,540	520,190,865	730,371,284	1,211,616,619
July	58,902,626	286,371,297	467,457,907	1,089,432,636
August	105,143,909	263,417,878	509,317,746	948,676,676
September	115,968,925	538,741,729	624,874,456	978,512,873

ORANGE COUNTY TREASURER-TAX COLLECTOR
STATEMENT OF ACCOUNTABILITY
For the Month and Quarter Ended March 31, 2017

	<u>Month</u>	<u>Quarter</u>
Treasurer's Accountability at the Beginning of the Period:	\$8,555,881,843	\$ 9,486,775,469
Cash Receipts:		
County	973,912,318	2,041,461,333
School and Community College Districts	947,067,807	1,892,771,856
Total Cash Receipts	<u>1,920,980,125</u>	<u>3,934,233,189</u>
Cash Disbursements:		
County	651,548,299	2,072,663,832
School and Community College Districts	706,738,825	2,231,513,690
Total Cash Disbursements	<u>1,358,287,124</u>	<u>4,304,177,522</u>
Net Change in Book Value of Pooled Assets	562,693,001	(369,944,333)
Net Increase in Non Pooled Investments	30,486	67,997
Net Decrease in Non Pooled Cash	(2,935,945)	(1,229,748)
Treasurer's Accountability at the End of the Period:	<u>\$9,115,669,385</u>	<u>\$ 9,115,669,385</u>
Assets in the Treasury at the End of the Period (at Book Value):		
Pooled Investments:		
O.C. Investment Pool		\$ 4,632,472,982
O.C. Educational Investment Pool		4,292,699,654
Total Orange County Investment Pools		<u>8,925,172,636</u>
Non Pooled Investments:		
Non Pooled Investments - John Wayne Airport		50,368,300
Non Pooled Investments - General Fund – Non AMT Restricted		67,458,736
Non Pooled Investments - Fountain Valley School District Fund 40		34,864,857
Non Pooled Investments - Other		1,081,500
Total Non Pooled Investments		<u>153,773,393</u>
Cash:		
Cash in banks - County		12,533,526
Cash in banks - Schools		2,563,821
Cash in banks - OC Sheriff		13,917,597
Cash in banks - John Wayne Airport		7,581,452
Cash - Other		126,960
Total Cash		<u>36,723,356</u>
Total Assets in the Treasury at the End of the Period:		<u>\$ 9,115,669,385</u>



BETTY T. YEE

California State Controller

LOCAL AGENCY INVESTMENT FUND
REMITTANCE ADVICE

Agency Name	RANCHO SANTIAGO COMM COLL DST
Account Number	75-30-010

As of 04/14/2017, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 03/31/2017.

Earnings Ratio		.00002126194403179
Interest Rate		0.78%
Dollar Day Total	\$	13,690,761.54
Quarter End Principal Balance	\$	152,154.07
Quarterly Interest Earned	\$	291.09



**JOHN CHIANG
TREASURER
STATE OF CALIFORNIA**



PMIA Performance Report

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
03/14/17	0.82	0.77	193
03/15/17	0.82	0.77	191
03/16/17	0.82	0.77	190
03/17/17	0.83	0.77	190
03/18/17	0.83	0.77	190
03/19/17	0.83	0.78	190
03/20/17	0.83	0.78	188
03/21/17	0.83	0.78	185
03/22/17	0.83	0.78	184
03/23/17	0.83	0.78	184
03/24/17	0.83	0.78	186
03/25/17	0.83	0.78	186
03/26/17	0.83	0.78	186
03/27/17	0.83	0.78	181
03/28/17	0.83	0.78	180
03/29/17	0.84	0.78	180
03/30/17	0.85	0.78	181
03/31/17	0.85	0.78	180
04/01/17	0.86	0.86	181
04/02/17	0.86	0.86	181
04/03/17	0.86	0.86	183
04/04/17	0.86	0.86	184
04/05/17	0.86	0.86	184
04/06/17	0.87	0.86	181
04/07/17	0.87	0.86	181
04/08/17	0.87	0.86	181
04/09/17	0.87	0.86	181
04/10/17	0.87	0.86	181
04/11/17	0.87	0.87	181
04/12/17	0.87	0.87	183
04/13/17	0.88	0.87	182

*Daily yield does not reflect capital gains or losses

[View Prior Month Daily Rates](#)

LAIF Performance Report

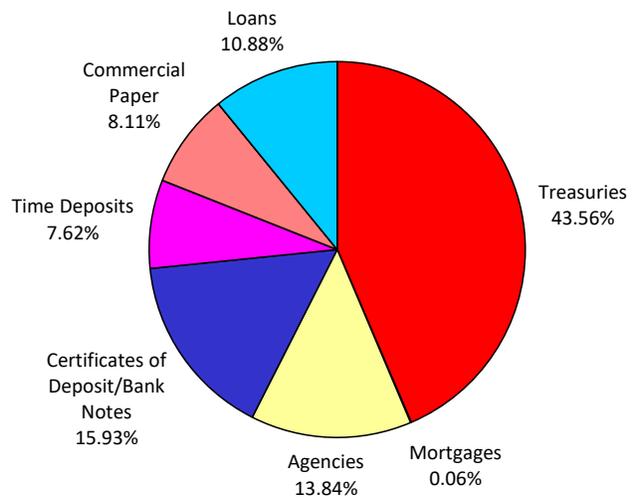
Quarter Ending 03/31/17

Apportionment Rate: 0.78%
 Earnings Ratio: 0.00002126194403179
 Fair Value Factor: 0.999175951
 Daily: 0.85%
 Quarter to Date: 0.78%
 Average Life: 180

PMIA Average Monthly Effective Yields

Mar 2017 0.821%
 Feb 2017 0.777%
 Jan 2017 0.751%

**Pooled Money Investment Account
Portfolio Composition
03/31/17
\$71.9 billion**



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

To:	Board of Trustees	Date: May 15, 2017
Re:	Approval of Amendment to Agreement with Lenax Construction Services, Inc. for Cost Estimating Consulting Services for the new Johnson Student Center at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

This is an amendment to an existing agreement to extend time only. There are no additional costs for this amendment. On January 11, 2016 the Board of Trustees approved an agreement with Lenax Construction Services, Inc. for cost estimating consulting services for the Johnson Student Center at Santa Ana College. After updating the project schedule, the District needs additional time for the consultant to complete its third-party estimate for the construction document phase, which is now anticipated to be completed by October 2017. Lenax Construction Services, Inc. is the District's independent cost estimator who will not only provide their independent estimate but will also review the architect's cost estimate for the project and reconcile any discrepancies between the estimates so that the District has a verification of construction costs. Therefore, the contract duration needs to be extended to align with the current project design and construction schedule.

ANALYSIS:

The amendment to this agreement is to extend the contract duration from June 30, 2017 to December 31, 2017. The services covered by this agreement commenced on January 12, 2016 and the new end date has been revised to December 31, 2017. There are no additional costs for this amendment.

This project is funded by Measure Q.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amendment with Lenax Construction Services, Inc. for Cost Estimating Consulting Services for the new Johnson Student Center at Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date: May 15, 2017
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning & District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 5/15/17

Project: New Johnson Student Center

Site: **Santa Ana College**

Consultants: **Lenax Construction Services, Inc.**

Type of Service: Cost Estimating Consulting

Agreement Summary	No.	Amount	Reimbursables	Duration	
				Start	End
Original Contract Amount		\$74,700.00	\$ 5,000.00	1/12/2016	6/30/2017
Amendment #1	N/A			1/12/2016	12/31/2017
Total Agreement Amount		<u>\$79,700.00</u>			

AGREEMENT NO: 0151.00/ DESCRIPTION:

Amendment #1 to extend for time only.

The agreement #0151.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

Total Proposed Amount: **N/A**

Contract End Date: **12/31/2017**

FIRST AMENDMENT TO AGREEMENT

THIS AMENDMENT to AGREEMENT is made this 15th day of **May** in the year **2017**, between **LENAX CONSTRUCTION SERVICES, INC.** hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

1. To amend that certain AGREEMENT #0151.00 entered into on January 11, 2016, to provide Cost Estimating Services for the new Johnson Student Center at Santa Ana College. Please amend the AGREEMENT to include the following:
 - A. By extending the contract completion date from June 30, 2017 to be through December 31, 2017.
2. Except as amended herein, the terms and conditions of AGREEMENT 0151.00 effective January 12, 2016, shall remain in full force and effect.

LENAX CONSTRUCTION SERVICES, INC.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY

By _____
Print Name _____
Title _____
Date _____
Email _____

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

COPIES TO:
GENERATING OFFICE
Rancho Santiago Community College District
2323 N. Broadway, Suite 112
Santa Ana, CA 92706
Carri Matsumoto, Assistant Vice Chancellor
Facility Planning, District Construction & Support Servs.

CONSULTANT SERVICES AGREEMENT

This AGREEMENT is made and entered into this 12th day of JANUARY in the year 2016, (“EFFECTIVE DATE”), between the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as (“DISTRICT”), and LENAX CONSTRUCTION SERVICES, INC., hereinafter referred to as “CONSULTANT”. The DISTRICT and the CONSULTANT are sometimes referred to herein as a “PARTY” and collectively as the “PARTIES”. This AGREEMENT is made with reference to the following facts:

WHEREAS, DISTRICT requires specialized services and/or advice in connection with certain consulting, financial, economic, accounting, estimating and/or administrative matters where such services and advice are not available to the DISTRICT without cost either internally or from other public agencies;

WHEREAS, CONSULTANT is specially experienced and competent to provide to the DISTRICT certain specialized services and/or advice in the foregoing areas; and

WHEREAS, DISTRICT desires to obtain specialized services and/or advice for **COST ESTIMATING SERVICES FOR THE NEW JOHNSON STUDENT CENTER AT SANTA ANA COLLEGE**, hereinafter referred to as the “PROJECT”, located within the DISTRICT; and

WHEREAS, CONSULTANT has indicated its willingness and commitment to provide its specialized services and/or advice to the DISTRICT on the terms hereinafter set forth in this AGREEMENT.

NOW, THEREFORE, the PARTIES hereto agree as follows:

ARTICLE I – SCOPE OF SERVICES AND RESPONSIBILITIES

1. The CONSULTANT shall provide to the DISTRICT on the terms set forth herein as well as those articulated in **EXHIBIT “A”** which is attached hereto and incorporated herein (“Services”). The PARTIES agree if there is a proposal or similar document attached or incorporated into **EXHIBIT “A”**, that the terms of this AGREEMENT shall be controlling over any of the terms contained within the CONSULTANT’s proposal or similar document.

2. Contract Term. The term of this AGREEMENT shall begin **January 12, 2016** and shall end **June 30, 2017**, in accordance with the schedule as stated in **EXHIBIT “A”**. The PARTIES agree should all Services be completed by CONSULTANT and accepted, in writing, by DISTRICT prior to the end date stated within this Paragraph, the AGREEMENT shall automatically terminate.

3. CONSULTANT makes the following certifications, representations, and warranties for the benefit of the DISTRICT and CONSULTANT acknowledges and agrees that the DISTRICT, in deciding to engage CONSULTANT pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of CONSULTANT’s engagement hereunder:

a. CONSULTANT is qualified in all respects to provide to the DISTRICT all of the Services contemplated by this AGREEMENT and, to the extent required by any applicable laws, CONSULTANT has all such licenses and/or governmental approvals as would be required to

carry out and perform, for the benefit of the DISTRICT, such Services as are called for hereunder.

b. CONSULTANT, in providing the Services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including workers' compensation and equal protection and non-discrimination laws.

4. The CONSULTANT will perform its Services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The CONSULTANT will furnish, at its expense, those Services that are set forth in this AGREEMENT and EXHIBIT "A" and represents that the Services set forth in said EXHIBIT are within the technical and professional areas of expertise of the CONSULTANT or any sub-consultant the CONSULTANT has engaged or will engage to perform the Services. The DISTRICT shall request in writing if the DISTRICT desires the CONSULTANT to provide Services in addition to, or different from, the Services described in EXHIBIT "A". The CONSULTANT shall advise the DISTRICT in writing of any Services that, in the CONSULTANT's opinion, lie outside of the technical and professional expertise of the CONSULTANT.

5. The CONSULTANT shall not be responsible for acts and/or omissions of any other party or parties involved in the design of the PROJECT or the failure of any contractor or subcontractor to construct any aspect of the PROJECT in accordance with the contract documents. The CONSULTANT is not authorized to modify, waive, eliminate, or add any requirement to the PROJECT's specifications or other contract documents, nor to approve or accept any portion of the construction work, unless specifically authorized in writing by the DISTRICT or its authorized representative. The CONSULTANT shall not have the right to reject work or the right to stop work, except for such periods as may be required to conduct sampling, testing or inspection of work covered by this AGREEMENT.

6. The CONSULTANT shall coordinate and perform all services set forth in the AGREEMENT through the DISTRICT's authorized representative.

ARTICLE II – COMPENSATION TO THE CONSULTANT

1. **Basic Services:** CONSULTANT agrees to perform Services set forth in this AGREEMENT and DISTRICT agrees to pay CONSULTANT for such Services in accordance with EXHIBIT "A". Payment under this ARTICLE includes the cost of the Services necessary as set forth in EXHIBIT "A".

2. **Additional Services:** Compensation for Additional Services shall be dependent upon CONSULTANT's compliance with the provisions outlined in ARTICLE VII below and shall be calculated in accordance with the rates set forth in EXHIBIT "A".

3. **Reimbursable CONSULTANT Costs/Expenses:** DISTRICT recognizes that certain costs and expenses associated with the Services performed are reimbursable to the CONSULTANT. Reimbursable expenses shall be paid to CONSULTANT at one and five-hundredths (1.05) times the expenses incurred by CONSULTANT. Provided that the CONSULTANT obtains the DISTRICT's prior written approval, costs and expenses will be reimbursed to the CONSULTANT in accordance with this ARTICLE. The DISTRICT's prior written authorization is an express condition precedent to any reimbursement to the CONSULTANT of such costs and expenses, and no claim for any additional

compensation or reimbursement shall be valid absent such prior written approval by the DISTRICT and calculated in accordance with the rates set forth in **EXHIBIT "A"**. The CONSULTANT's mileage and travel time shall not be considered as an allowable reimbursable expense. The descriptive categories of expenses that may be considered for reimbursement are as follows, and any other reimbursable expenses must be approved in writing by the DISTRICT:

- a. Approved reproduction of reports and/or other documents in excess of the copies required by this AGREEMENT;
- b. Fees advanced for securing approval of authorities in connection with the Services rendered pursuant to this AGREEMENT;
- c. Cost of sub-consultants hired by CONSULTANT with prior approval of DISTRICT.
- d. Other DISTRICT requested items as requested in writing.

4. The CONSULTANT shall submit one (1) invoice monthly to the DISTRICT for the fees incurred during the billing period and reimbursable expenses (if any). Invoices for fees must reflect the date of the Service, identify the individual performing the Service, state the hours worked and rate charged, and describe the Service performed. Invoices requesting reimbursement for reimbursable expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g. receipts, invoices) including a copy of the DISTRICT's authorization notice for invoiced items. Invoices requesting payment for overtime must reflect straight time and overtime hours being charged, and must include a copy of the DISTRICT's written authorization to incur additional overtime expense. No payments will be made by the DISTRICT to the CONSULTANT for monthly invoices requesting reimbursables or overtime absent the prior written authorization of the DISTRICT. The DISTRICT shall make payment to the CONSULTANT of the approved invoiced amount within forty-five (45) days of the DISTRICT's receipt of the invoice.

5. The DISTRICT may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the DISTRICT from loss, including costs and attorneys' fees, on account of: 1) defective or deficient work product not remedied; 2) failure of the CONSULTANT to make payments properly to its employees or sub-consultants; or 3) failure of CONSULTANT to perform its Services in a timely manner so as to conform to PROJECT schedule.

ARTICLE III – TERMINATION

1. This AGREEMENT may be terminated by either PARTY upon fourteen (14) days written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of CONSULTANT; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the CONSULTANT for all Services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the CONSULTANT for Board approved Additional Services. In ascertaining the Services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work

in process of completion and to complete and incomplete drawings, reports and/or other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement consultant costs shall be deducted from payments to the CONSULTANT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article III, Section 4 below, and CONSULTANT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONSULTANT.

4. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to the CONSULTANT. In the event of a termination without cause, the DISTRICT shall pay CONSULTANT for all Services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the CONSULTANT for Board approved Additional Services.

5. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, CONSULTANT agrees to continue the work diligently to completion. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but CONSULTANT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before. The PARTIES may agree in writing to submit any dispute between the PARTIES to arbitration.

6. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE III OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMINATION PROVISION THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

ARTICLE IV – REPORTS AND/OR OTHER DOCUMENTS

1. The reports and/or other documents that are prepared, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's consultants in accordance with this AGREEMENT, shall be and remain the property of the DISTRICT (hereinafter the "PROPERTY").

ARTICLE V – ACCOUNTING RECORDS OF THE CONSULTANT

1. Records of the CONSULTANT's direct personnel and reimbursable expenses pertaining to any extra services provided by the CONSULTANT, which are in addition to those services already required by this AGREEMENT, and any records of accounts between the DISTRICT and CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT's authorized representative at mutually convenient times.

ARTICLE VI – INDEMNITY AND INSURANCE

1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify, defend, and hold DISTRICT entirely harmless from all liability arising out of:

a. Workers Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT's employees or CONSULTANT's subcontractor's employees arising out of CONSULTANT's work under this AGREEMENT; and

b. General Liability: Liability for damages for 1) death or bodily injury to person; 2) injury to, loss or theft of property; 3) any failure or alleged failure to comply with any provision of law or 4) any other loss, damage or expense arising under either 1), 2), or 3) above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT; and

c. Professional Liability: Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the Services performed by CONSULTANT in accordance with this AGREEMENT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

2. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Article VI, Sections 1(a) and (b) above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof. With regard to the CONSULTANT's obligation to indemnify for acts of professional negligence as set forth in Article VI, Section 1(c) above, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorney's fees and costs incurred by the DISTRICT in defending such actions or proceedings.

3. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE VI, SECTION 1 OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE § 2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT MAY BE ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

4. ANY ATTEMPT TO LIMIT THE CONSULTANT'S LIABILITY TO THE DISTRICT IN AN ATTACHED EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE CONSULTANT.

5. CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The CONSULTANT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

b. Commercial general liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) and automobile liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) for bodily injury and property damage liability, per occurrence, including coverage for the following:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of ONE MILLION DOLLARS (\$1,000,000), per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts any portion of CONSULTANT's duties, CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Each policy of insurance required in Article VI, Section 5(a), (b), and (c) above shall name the DISTRICT and its officers, agents and employees as additional insureds; and shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by the DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to the DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify the DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to the DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby, the DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse the DISTRICT upon demand for the cost thereof.

ARTICLE VII – ADDITIONAL CONSULTANT SERVICES

1. CONSULTANT shall notify the DISTRICT in writing of the need for Additional Services required due to circumstances beyond the CONSULTANT's control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering any Additional Services. The DISTRICT may also require CONSULTANT to perform additional services which are, in the DISTRICT's discretion, necessary. Compensation for all Additional Services shall be negotiated and approved in writing by the DISTRICT before CONSULTANT performs such Additional Services. CONSULTANT shall not be entitled to any compensation for performing Additional Services that are not previously approved by the DISTRICT in writing. Additional Services may include:

- a. Making material revisions in reports or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of such documents;
- b. Preparing reports and other documentation and supporting data, and providing other Services in connection with PROJECT modifications required by causes beyond the control of the CONSULTANT which are not the result of the direct or indirect negligence, errors or omissions on the part of CONSULTANT;
- c. If the DISTRICT requests additional scope to complete the Services articulated in **EXHIBIT "A"** where the requests for additional scope does not arise from the direct or indirect negligence, errors or omissions on the part of CONSULTANT. The CONSULTANT's compensation is expressly conditioned on the lack of fault of the CONSULTANT; and
- d. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with the generally accepted practice in the CONSULTANT's industry.

ARTICLE VIII – REPORTS AND/OR OTHER DOCUMENTS

1. The reports and/or other documents that are prepared, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's consultants in accordance with this AGREEMENT, shall be and remain the property of the DISTRICT (hereinafter "PROPERTY"). The DISTRICT may provide the CONSULTANT with a written request for the return of its PROPERTY at any time. Upon CONSULTANT's receipt of the DISTRICT's written request, CONSULTANT shall return the requested PROPERTY to the DISTRICT within seven (7) calendar days. Failure to comply with the requirements in this Article VIII shall be deemed a material breach of this AGREEMENT.

ARTICLE IX – MISCELLANEOUS

1. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of CONSULTANT's employees or agents as they relate to the

Services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees.

2. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT.

3. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

4. This AGREEMENT shall be governed by the laws of the State of California.

5. THIS AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE CONSULTANT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS **EXHIBIT "A"** SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO SUCH BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE CONSULTANT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE CONSULTANT MAY BE INCORPORATED INTO THIS AGREEMENT AS **EXHIBIT "A"** BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE CONSULTANT'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

6. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.

7. Time is of the essence with respect to all provisions of this AGREEMENT.

8. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

9. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof with the exception of those documents or provisions that are subject to the exclusions specifically set forth in this AGREEMENT.

10. This AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the DISTRICT duly passed and adopted.

11. This AGREEMENT shall be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to any word, phrase or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity herein will be construed or resolved against either PARTY (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

12. It is mutually understood and agreed that this AGREEMENT shall be binding upon the DISTRICT and its successors and upon the CONSULTANT, its partners, successors, executors, and administrators. Neither this AGREEMENT, nor any monies due or to become due thereunder, may be assigned by the CONSULTANT without the written consent and approval of the DISTRICT.

13. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, all of which shall be sufficient evidence of this AGREEMENT.

14. Confidentiality: The CONSULTANT shall not disclose or permit the disclosure of any confidential information, except to its agents, employees and other consultants who need such confidential information in order to properly perform their duties relative to this AGREEMENT.

15. Governing Law: This AGREEMENT shall be governed by the laws of the State of California.

16. Severability: If any portion of this AGREEMENT is held as a matter of law to be unenforceable, the remainder of this AGREEMENT shall be enforceable without such provisions.

17. Notices: All notices or demands to be given under this AGREEMENT by either PARTY to the other shall be in writing and given either by: (a) personal service; or (b) by U.S. Mail, mailed either by registered, overnight, or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either PARTY may be changed by written notice given in accordance with the notice provisions of this Paragraph. At the date of this AGREEMENT, the addresses of the PARTIES are as follows:

To the DISTRICT:

Rancho Santiago Community College District
Attn: Carri Matsumoto, Assistant Vice Chancellor
Facilities Planning, District Construction & Support Services
2323 North Broadway, Suite 112
Santa Ana, CA 92703
Telephone: (714) 480-7510
Facsimile: (714) 796-3910

To the CONSULTANT:

Lenax Construction Services, Inc.
Attn: Yelena Zeetser
President
3700 Wilshire Blvd., Suite 560
Los Angeles, CA 90010
Telephone: 213-637-9146

18. Tobacco Prohibited: any tobacco use (smoking, chewing, etc.) by anyone, is prohibited at all times on any DISTRICT property.

19. Profanity on any DISTRICT property is prohibited, including, but not limited to, racial, ethnic, or sexual slurs or comments which could be considered harassment.

20. Appropriate dress is mandatory. Therefore, tank tops, cut-offs and shorts are not allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as stated above in Paragraph 16.

21. Images: If applicable, the CONSULTANT is prohibited from capturing on any visual medium images of any property, logo, student, or employee of the DISTRICT, or any image that represents the DISTRICT without express written consent from the DISTRICT.

22. This AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the DISTRICT duly passed and adopted.

23. The District's Board adopted Board Policy 6610 which has established a goal of 50% participation of "Local Hires" and 25% participation of "Local Businesses" for certain applicable capital improvement and construction contracts awarded each fiscal year. It is the intent of the Board to not only meet these goals, but to exceed them. In an effort to collect certain data the District is requesting that your office please complete Exhibit C.

ARTICLE X – ENTIRE AGREEMENT

1. All of the AGREEMENT between the PARTIES is included herein, and no warranties expressed or implied, representations, promises, or statements have been made by either PARTY unless endorsed hereon in writing, and no charges or waiver of any provision hereof shall be valid unless made in writing and executed in the same manner as the AGREEMENT.

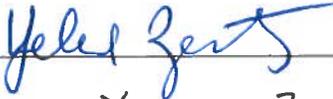
2. Neither amendments to nor modifications of this AGREEMENT shall be effective unless signed by officials of the CONSULTANT and the DISTRICT having authority equal to or greater than that of the officials signing this AGREEMENT. The DISTRICT and the CONSULTANT hereby agree to the full performance of the covenants contained herein.

Signatures on the following page

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

CONSULTANT:
LENAX CONSTRUCTION SERVICES, INC.

DISTRICT:
**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT**

By: 

By: 

Print Name: YELENA ZEETSER

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

Its: PRESIDENT

Date: 1/12/16

Date: 12-07-15

Address: 3700 Wilshire Blvd.,
#1560 L.A, CA 90010

Phone: 213-637-9146

Tax ID: 95-4414445

E-mail: yelena.zeetser@lenax.net

COPIES TO:

GENERATING OFFICE
Rancho Santiago Community College District
2323 N. Broadway, Suite 112
Santa Ana, CA 92706
Carri Matsumoto, Assistant Vice Chancellor
Facilities Planning, District Construction and Support
Services

PURCHASING DEPARTMENT
Rancho Santiago Community College District
2323 N. Broadway, Suite 109
Santa Ana, CA 92706
Tracy Conner-Crabbe, Director of Purchasing

EXHIBIT "A"

1. Compensation for Services:

Fixed Fee plus Reimbursable Allowance:

A. The total Not-to-Exceed fee is **SEVENTY-NINE THOUSAND SEVEN HUNDRED DOLLARS AND NO/100 DOLLARS (\$79,700.00)**. Included in this not-to-exceed fee is the following:

1. Compensation for Basic Services: The DISTRICT shall compensate the CONSULTANT for performing the Basic Services as described in Article I and in accordance with Exhibit "A" for a fixed fee of **SEVENTY-FOUR THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$74,700.00)**.

2. Reimbursable Allowance: Included in the aforementioned fee is an estimated allowance of **FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00)**. Reimbursable expense allowance shall be subject to DISTRICT's approval in accordance with Article II.

2. Fee Schedule:

Preliminary Schematic Design Cost Estimate	\$7,850
Reconciliation of Preliminary SD Cost Estimates	\$1,110
Final Schematic Design Cost Estimate	\$10,700
Reconciliation of Final Preliminary SD Cost Estimates	\$1,110
Prepare Design Development Cost Estimate	\$13,700
Reconciliation of Design Development Cost Estimates	\$1,110
Prepare 60% Construction Document Cost Estimate	\$17,000
Reconciliation of 60% Construction Document Cost Estimates	\$1,110
Prepare 100% Construction Document Cost Estimate	\$19,900
Reconciliation of 100% Construction Document Cost Estimates	\$1,110
TOTAL FIXED FEE	\$74,700

3. Hourly Rates:*

Position:	Name of Personnel:	Hourly Rate:
Estimating Manager	George Elkin	\$185
Senior Estimator	Felix Levitas	\$148
Senior Estimator	Patrick Boongrapu	\$148
Senior Estimator MEP	Alfred Louie	\$155
Estimator MEP	Bernadita (Ditas) Bernardo	\$120
Estimator	Emmanuel (Noel) Censon	\$120
Estimator	Arnel Movilla	\$120
Junior Estimator	Paul Franco	\$75
Subconsultant: Clarke Project Solutions		
Cost Manager	Conor Clarke	\$160.00

** Hourly rates (As applicable to the Additional Consultant Services) to be used for additional services, if additional services are requested by District in accordance with Article VII.*

4. Project Description

The Project is located on the campus of Santa Ana College, 1530 West 17th Street, Santa Ana, CA 92706. The new Johnson Student Center will house the Student Store / Internet Café / Grab-n-Go Food, Health Center, Disabled Students Program & Services (“DSPS”), Extended Opportunity Programs and Services (“EOPS”), International Students Program, Student Activity Center (“The Spot”), Student Government, Student Life, Student Business Office, Student Financial Services, Conference Rooms, Quick Copy, Warehouse, Publications, M&O Receiving, and support spaces. The above anticipated gross square footage (“GSF”) is approximately 57,000. The estimated project budget is \$28.5 M.

5. Scope of Services and Deliverables:

Provide professional Cost Estimating Services to the District for the Project. The Consultant shall, without limitation to the District’s right to require other services not listed herein, carry out the responsibilities defined in the scope of services set forth below. Such services shall be performed consistent with the highest standard of care for professionals performing similar scopes of services. The Consultant shall, as a minimum, undertake the following responsibilities reasonably necessary and customarily provided by Cost Estimating Consultant Firms conducting business in the Southern California area to ensure that all of the District’s goals, standards, policies, and procedures are adhered to over the course of the assignment. Services to be performed include, but are not limited to, the following:

- a) Provide complete independent Probable Construction Cost Estimates in tabular form and organized in District-specified format. Unit costs and quantities shall be identified for each specific building item, assembly, or system. The completed estimates shall include overhead, profit, contingencies, general conditions, and similar required or normal expenses associated with a typical construction project to arrive at a complete anticipated cost of construction.
- b) Review, validate, and provide comments and recommendations on cost estimates provided by other Consultants to the District including those providing A/E services and Construction Management Services.
- c) Provide analysis of proposed costs and cost saving measures and participate in value engineering analyses.
- d) Identify major areas of changes that may have affected estimated costs indicated in previous estimates compared to costs indicated in the most current estimate.
- e) Utilize general cost estimating guidelines relative to market trends for modernization, new construction and escalation.
- f) Identify any particular trends occurring in the market, or atypical events possibly impacting costs.
- g) Provide information for bid evaluations and special cost reports,
- h) Submit progress updates of Consultant’s cost estimating activities for review when and as requested by the District.

- i) Prepare and distribute meeting minutes for meetings held with the District and/or its representatives, Johnson Student Center representatives, other Consultant's to the District, and any other involved entities.
- j) Prepare all project correspondence, documentation, meeting minutes, letters, etc. that are pertinent to Consultant's Estimating Services.
- k) Prepare a detailed work plan/schedule indicating required and recommended meetings, milestones, deliverables, review timeframes, and critical actions or decisions required of the District. Make modifications to the work plan when and as requested by the District.
- l) Consultant shall work closely and in cooperation with the District's Representatives and other Consultants to the District including those providing A/E services and Construction Management Services.
- m) Architect's approved building square foot area take off will govern.
- n) Consultant shall make formal estimate presentations to the District when and as required.
- o) Consultant shall provide three (3) hard copies and (1) electronic version of each cost estimate.
- p) Contract shall contract for or employ at Consultant's expense, Sub-consultants as deemed necessary for the Services.
- q) Consult, as necessary, with District employees, District Consultants including the Design Consultants and Construction Management Services Consultant, regulatory agencies, and/or representatives of the State regarding the Services.
- r) Consultant shall attend meetings with District employees, District consultants including Design Consultants and Construction Management Services Consultant, and/or other professionals employed by the State, local, and regional agencies as needed and directed to perform the Services.
- s) Consultant shall abide by all regulations imposed by funding sources, such as auditing requirements and payroll affidavits.
- t) Consultant shall provide a professional level of review of all deliverables to ensure quality, technical accuracy, and the coordination of all documents furnished by Consultant. Consultant shall, without additional compensation, correct or revise any errors in its documents and other services.

6. Schedule of Work:

<i>TASK</i>	<i>DURATION</i>
Consultant's Preliminary Schematic Design Cost Estimate	1 week
Reconciliation of Preliminary SD Cost Estimates	1 week
Consultant's Final Schematic Design Cost Estimate	2 weeks
Reconciliation of Final Preliminary SD Cost Estimates	1 week
Prepare Design Development Cost Estimate	2 weeks
Reconciliation of Design Development Cost Estimates	1 week
Prepare 60% CD Cost Estimate	3 weeks
Reconciliation of 60% CD Cost Estimates	1 week

Prepare 100% CD Cost Estimate	3 weeks
Reconciliation of 100% CD Cost Estimates	1 week

EXHIBIT "B" – STATEMENT OF INTENT TO MEET DVBE, WBE, AND/OR MBE PARTICIPATION GOALS

The Rancho Santiago Community College District has a participation goal for disabled veteran business enterprises ("DVBE") of 3 percent, minority business enterprises ("MBE") of 15 percent, and women business enterprises ("WBE") of 5 percent, per year. Although it is not specifically required, you are encouraged to include DVBE, MBE, and/or WBE participation.

The undersigned, on behalf of LENAX CONSTRUCTION SERVICES, INC. ("Consultant"), certifies the following:

- Consultant **is** a certified Disabled Veteran Business Enterprise
- Consultant is **not** a certified Disabled Veteran Business Enterprise

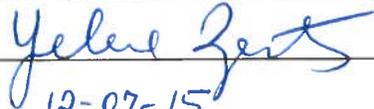
- Consultant **is** a certified Minority Business Enterprise
- Consultant is **not** a certified Minority Business Enterprise

- Consultant **is** a certified Women Business Enterprise
- Consultant is **not** a certified Women Business Enterprise

Company: LENAX CONSTRUCTION SERVICES, INC.

Name: YELENA ZEETSER

Title: PRESIDENT

Signature: 

Date: 12-07-15

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

To:	Board of Trustees	Date: May 15, 2017
Re:	Accept the Completion of Bid #1311 for Flooring Replacement at Chavez Building at Santa Ana College and Approve a Recording of a Notice of Completion	
Action:	Request for Acceptance and Approval	

BACKGROUND:

On January 9, 2017, the Board of Trustees approved a contract with Moore Flooring, Inc. for Bid #1311 for Flooring Replacement at Chavez Building at Santa Ana College. The project was completed on April 2, 2017.

ANALYSIS:

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 \$57,725.

This project was funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees accept the project as complete and approve the filing of a Notice of Completion with the County as presented.

Fiscal Impact:	N/A	Board Date: May 15, 2017
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

RECORDING REQUESTED BY:
Rancho Santiago Comm. College District
2323 N. Broadway
Santa Ana, CA 92706-1640

NO FEES CHARGED PER GOVERNMENT CODE §6103

AND WHEN RECORDED MAIL TO:

Carri Matsumoto
Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706-1640

THIS SPACE FOR RECORDER'S USE ONLY

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2323 N. Broadway
Santa Ana, CA 92706-1640

NOTICE OF COMPLETION

Notice is hereby given, pursuant to the provisions of Section §9204 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as Santa Ana College, located 1530 W. 17th Street, Santa Ana, Orange, caused improvements to be made to the property to with: Bid #1311 for Flooring Replacement at Chavez Building at Santa Ana College, the contract for the doing of which was heretofore entered into on the 9th day of January, 2017, which contract was made with Moore Flooring, Inc. PO 17-P0044263 as contractor; that said improvements were completed on the 2nd day of April, 2017 and accepted by formal action of the governing Board of said District on the 15th day of May, 2017; 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 Indemnity Company of California.

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 _____, 2017 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: May 15, 2017
Re:	Reject all Bids for Bid #1321 – ADA Improvements at 1937 West Chapman Avenue for Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On behalf of the Santiago Canyon College, a facilities request was undertaken for accessibility compliance into the leased building located at 1937 West Chapman Avenue in the City of Orange, as part of the Orange Education Center program. The Facility Planning department hired an on-call architect to undertake an accessibility evaluation and discovered multiple non-compliant accessibility problems that require corrections to provide the necessary access for students and staff. The proposed improvements include asphalt and concrete path of travel repairs into the building from the nearest accessible parking stalls, new exterior and interior signage, and new front desk modifications. According to the lease agreement with the building owner, the district is required to make the necessary accessibility improvements if deficiencies are discovered. These proposed improvements were submitted and approved by the City of Orange as a voluntary correction.

ANALYSIS:

In accordance with California Uniform Public Construction Cost Accounting Act, Bid #1321 for ADA Improvements at 1937 West Chapman Avenue was advertised on March 17, 2017 and a Notice of Inviting Bids was sent to sixty-four (64) contractors from the District's qualified contractors list on March 17, 2017.

A mandatory job walk was conducted on March 21, 2017, and was attended by five (5) bidders. Bids were opened on April 3, 2017, as noted on the attached bid results form. The District received one (1) bid on the project. The District recommends rejecting the bid. The bid is over of the target budget range and has a low bidder turnout. Staff is currently re-evaluating the scope of work, the budget, and construction schedule and does not recommend awarding the bid at this time. Per Board Policy 6603, regarding Informal Bidding Procedures, the Vice Chancellor of Business Operation/Fiscal Services has rejected all bids under the authority of CUPCCAA.

RECOMMENDATION:

It is recommended that the Board of Trustees reject all bids for Bid #1321 – ADA Improvements at 1937 West Chapman Avenue for Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: May 15, 2017
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning & District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



RANCHO SANTIAGO
Community College District

Facility Planning

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

BID RESULTS

BID #1231

Addendums Issued: 1

PROJECT: ADA Improvements at 1937 West
Chapman Avenue for Santiago Canyon College

DUE DATE: April 3, 2017
At 2:00 PM

BIDDER

TOTAL BASE BID AMOUNT

Norse Corporation
3555 Harbor Gateway South, Suite F
Costa Mesa, CA 92626

\$122,287

1 TOTAL BIDDER

REFLECTED

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

To:	Board of Trustees	Date: May 15, 2017
Re:	Approval of Amendment to Agreement with Lionakis for Architectural Services for the ADA Paper Towel Dispenser Replacement Project at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

This is an amendment to an existing agreement for an extension of time and additional architectural services. On June 13, 2016 the Board of Trustees approved an agreement with Lionakis for the Americans with Disabilities Act (ADA) paper towel dispenser replacement project at Santiago Canyon College. The original scope excluded the concession building near the softball fields. This additional service is to add the building into the project scope since the paper towel dispensers are non-compliant and need to be replaced. The design team will ensure that the existing ADA deficient paper towel dispensers are replaced with new compliant accessible dispensers.

ANALYSIS:

The additional services covered by this amendment is a fixed fee in the amount of \$3,028, as well as an extension to the contract duration. The services covered by this agreement commenced on June 14, 2016 and the new end date has been extended from June 30, 2017 to June 30, 2018. The revised total contract amount is \$81,178.

An analysis of hours and associated tasks was provided for evaluation to justify the additional fee requested. The District has reviewed the additional hours and found the added service fee to be fair and reasonable.

This agreement is funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amendment to the agreement with Lionakis for Architectural Services for the ADA Paper Towel Replacement Project at Santiago Canyon College as presented.

Fiscal Impact:	\$3,028	Board Date: May 15, 2017
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: 5/15/17

Project: Paper Towel Dispenser Replacement

Site: **Santiago Canyon College**

Consultants: **Lionakis**

Type of Service: Architectural Services

Agreement Summary	No.	Amount	Reimbursables	Duration	
				Start	End
Original Contract Amount		\$73,150.00	\$ 5,000.00	6/14/2016	6/30/2017
Amendment #2		\$3,028.00		6/14/2016	6/30/2018
Total Agreement Amount		<u>\$81,178.00</u>			

AGREEMENT NO #0188.00/ DESCRIPTION:

Amendment #2 for additional scope and time.

This agreement #0188.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

Total Proposed Amount: \$3,028.00

Contract End Date: 6/30/2018

FIRST AMENDMENT TO ARCHITECTURAL SERVICES AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **15th** day of **May** in the year **2017**, between **LIONAKIS**, hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- A. To amend that certain AGREEMENT No. 0188.00 entered into on June 13, 2016, to provide architectural services for the ADA Paper Towel Dispenses Replacement project at Santiago Canyon College. Please amend the AGREEMENT to include the following:
 - 1. By adding additional services per the attached Exhibit A; and
 - 2. By increasing the AGREEMENT amount by THREE THOUSAND TWENTY-EIGHT DOLLARS ONLY (\$3,028) from SEVENTY-EIGHT THOUSAND ONE HUNDRED FIFTY DOLLARS (\$78,150) for a total AGREEMENT amount of EIGHTY-ONE THOUSAND ONE HUNDRED SEVENTY-EIGHT DOLLARS (\$81,178); and
 - 3. By extending the contract completion date from June 30, 2017 to be through June 30, 2018.
- B. Except as amended herein, the terms and conditions of AGREEMENT No. 0188.00, effective June 14, 2016, shall remain in full force and effect.

LIONAKIS

**RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT OF ORANGE COUNTY**

By _____

By _____

Print Name _____

Peter J. Hardash

Title _____

Vice Chancellor, Business Operations and Fiscal Services

Date _____

Date _____

Agreement No.	#0188.01
Board Approval:	May 15, 2017
Purchase Order:	16-P0041419

EXHIBIT "A"

1. This amendment is to add the Concession Building, located near the softball field, to the overall project scope and basic services. The fee schedule for the add service shall follow the fee schedule included in AGREEMENT No. 0188.

ARCHITECTURAL SERVICES AGREEMENT

This AGREEMENT is made and entered into this **13TH** day of **JUNE** in the year **2016** by and between the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**,” and **LIONAKIS**, hereinafter referred to as “**ARCHITECT**.” This AGREEMENT shall include all terms and conditions set forth herein. The **DISTRICT** and the **ARCHITECT** are sometimes referred to herein individually as a “**PARTY**” and collectively as the “**PARTIES**.” This AGREEMENT is made with reference to the following facts:

WHEREAS, **DISTRICT** desires to obtain architectural services for the **ADA PTD REPLACEMENT** at **SANTIAGO CANYON COLLEGE** hereinafter referred to as the “**PROJECT**”; and

WHEREAS, **ARCHITECT** is fully licensed to provide architectural services in conformity with the laws of the State of California;

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

ARTICLE I - ARCHITECT'S SERVICES AND RESPONSIBILITIES

1. The **ARCHITECT**'s services shall consist of those services performed by the **ARCHITECT**, **ARCHITECT**'s employees and **ARCHITECT**'s consultants, as enumerated in Articles II and III of this AGREEMENT.

2. The **ARCHITECT**'s services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The **ARCHITECT** represents that it will follow the standards of its profession in performing all services under this AGREEMENT.

3. The **ARCHITECT** shall submit for the **DISTRICT**'s approval a schedule for the performance of the **ARCHITECT**'s services. The schedule may be adjusted as the **PROJECT** proceeds by mutual written agreement of the **PARTIES** and shall incorporate the requirements set forth in Section 4 below and include allowances for time required for the **DISTRICT**'s review and for approval by authorities having jurisdiction over the **PROJECT**. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the **ARCHITECT**.

4. The **ARCHITECT** shall perform all services under this AGREEMENT within the time limits noted in EXHIBIT “D”.

5. If the **PROJECT** includes the replacement or repair of more than 25% of a roof or the replacement or repair of a roof that has a total cost of more than \$21,000, the **ARCHITECT** shall comply with the requirements set forth in Public Contract Code section 3000, et seq., including signing the required certification.

6. The **ARCHITECT** has been selected based on **ARCHITECT**'s knowledge of California public schools and colleges and **ARCHITECT**'s knowledge of the educational system

for funding and construction and is thoroughly familiar with the requirements for state funding, DSA for approvals of plans and specifications, and other requirements that are applicable to a public school project for community college districts.

7. The ARCHITECT shall coordinate its services with the Contractor, Project Inspector, its consultants and other parties to ensure that all requirements under DSA's Inspection Card (Form 152) and any subsequent revisions, supplements or updates thereto issued or required by DSA, or any other/alternate processes are being met in compliance with DSA requirements and in compliance with the PROJECT schedule. The ARCHITECT and its consultants shall take all action necessary as to not delay progress in meeting any DSA requirements. The ARCHITECT shall meet all requirements set forth in DSA's Construction Oversight Process Procedure (PR 13-01) and any subsequent revisions, supplements or updates thereto issued or required by DSA. Any references to DSA requirements or forms for the PROJECT shall be deemed to include and incorporate any revisions or updates thereto.

8. The services covered by this AGREEMENT shall commence on June 14, 2016 and shall be completed by June 30, 2017 subject to extension for delays attributable to causes not within the control of ARCHITECT.

ARTICLE II - SCOPE OF ARCHITECT'S SERVICES

1. The ARCHITECT shall provide to the DISTRICT, on the terms herein set forth, all of the architectural, design and/or engineering services necessary to complete the PROJECT. The ARCHITECT's services shall include those described in this AGREEMENT, and include electrical engineering, cost estimating, and any other services necessary to produce a reasonably complete and accurate set of "Construction Documents" defined as including, but not limited to, the following: The contract between the DISTRICT and the "Contractor" awarded the PROJECT (the "Contract"), general and supplementary conditions of the Contract between the DISTRICT and Contractor, drawings, specifications, Addenda, Revisions and other documents listed in the Contract, and modifications issued after execution of the Contract between the DISTRICT and Contractor.

2. The ARCHITECT shall assist the DISTRICT in obtaining required approvals from governmental agencies and any other entities including, but not limited to, those responsible for electrical, gas, water, sanitary or storm sewer, telephone, cable/TV, antenna-based services (e.g., Dish Network), internet providers, public utilities, the fire department, State Water Resources Control Board ("SWRCB"), and DSA. If necessary, the ARCHITECT shall secure preliminary agency approvals and notify the DISTRICT in writing as to the actions the DISTRICT must take to secure formal approvals.

3. The ARCHITECT shall be responsible for determining the capacity of existing utilities, and/or for any design or documentation required to make points of connection to existing utility services that may be located on or off the PROJECT site and which are required for the PROJECT.

4. {RESERVED}

5. The ARCHITECT shall assist the DISTRICT in determining the phasing of the PROJECT that will most efficiently and timely complete the PROJECT. This includes phasing the PROJECT's construction and the inspection approval process so Incremental Approvals as required under DSA's Construction Oversight Process Procedure can be obtained during the completion of the PROJECT.

6. The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT's PROJECT, schedule, and construction budget requirements. Such evaluation shall include alternative approaches to design and construction of the PROJECT, evaluation and application of educational specification requirements.

7. {RESERVED}

8. The ARCHITECT shall attend regular PROJECT coordination meetings between the ARCHITECT, its consultants, the DISTRICT's representative(s), and other consultants of the DISTRICT during the PROJECT.

9. The ARCHITECT shall make revisions to Drawings, Specifications, or other documents when such revisions are necessary due to the ARCHITECT's failure to comply with approvals or instructions previously given by the DISTRICT, including revisions made necessary by adjustments in the DISTRICT's Program or Budget as defined in Article IV.

10. The ARCHITECT shall provide services required due to programmatic changes in the PROJECT including, but not limited to, size, quality, complexity, method of bidding or negotiating the contract for construction. The ARCHITECT shall be prepared to prioritize and prepare a priority list to address critical Program and PROJECT needs as opposed to optional items that may be dropped if there is inadequate Budget for the PROJECT. In the case where there are Budget constraints the ARCHITECT shall prepare a priority list of critical programmatic needs and items that may be of lesser priority and review the Program with the DISTRICT.

11. The ARCHITECT shall provide services in connection with the work of a Construction Manager or separate consultants retained by DISTRICT.

12. The ARCHITECT shall provide detailed estimates of the PROJECT's Construction Costs at no additional cost to DISTRICT as further described in Articles V and VI.

13. The ARCHITECT shall provide detailed quantity surveys which provide inventories of material, equipment, and labor.

14. The ARCHITECT shall provide analyses of DISTRICT ownership and operating costs for the PROJECT.

15. The ARCHITECT shall provide interior design and other services required for, or in connection with, graphics and signage. All other interior design services are addressed under Article III as an Additional Service.

16. To the extent the ARCHITECT is not familiar or does not have experience with any materials or systems designed for the PROJECT, the ARCHITECT shall visit suppliers, fabricators, and manufacturers' facilities, such as for carpet, stone, wood veneers, standard or custom furniture, to review the quality or status of items being produced for the PROJECT.

17. The ARCHITECT shall cooperate and consult with DISTRICT in use and selection of manufactured items on the PROJECT, including, but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to the DISTRICT's criteria to the extent such criteria do not interfere with PROJECT design and are in compliance with the requirements of Public Contract Code §3400.

18. The ARCHITECT shall certify to the best of its information, pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no asbestos-containing material was specified as a building material in any Construction Document for the PROJECT and will ensure that contractors provide the DISTRICT with a certification that all materials used in the construction of any school or college building are free from any asbestos-containing building materials ("ACBM's"). ARCHITECT shall include statements in the PROJECT's specifications that materials containing ACBM's shall not to be included or incorporated into the PROJECT. The ARCHITECT shall incorporate requirements into the PROJECT's specifications that indicate the above certification shall be part of the Contractor's final PROJECT submittal to the DISTRICT.

19. The ARCHITECT shall consider operating or maintenance costs when selecting systems for the DISTRICT. The ARCHITECT shall utilize grants and outside funding sources and work with the DISTRICT to utilize and consider funding from grants and alternative funding sources.

20. The ARCHITECT shall attend and assist in legal proceedings that arise from the errors or omissions of the ARCHITECT.

21. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified, or extended without written agreement between the DISTRICT and ARCHITECT.

22. The ARCHITECT shall comply with all federal, state, and local laws, rules, regulations and ordinances that are applicable to the PROJECT.

23. The ARCHITECT shall have access to the work at all times.

24. The ARCHITECT shall commit the same PROJECT representatives from the commencement of services under this AGREEMENT through the completion of the Project Close-

Out Phase. Any change in staff and/or sub-consultants will require the written approval of the DISTRICT.

25. The ARCHITECT shall comply with DISTRICT'S Facility Design Standards, Sustainability Standards, and other similar District design criteria and incorporate those standards, as applicable, during the performance of its services.

26. Schematic Design Phase

a. The ARCHITECT shall meet with the DISTRICT to understand and verify the DISTRICT's requirements for its Program. In the cases where a Program is furnished to the ARCHITECT by the DISTRICT, the ARCHITECT shall review the DISTRICT's Program and address if the Program, in the ARCHITECT's professional opinion, is realistic. If there are issues with the Program that has been provided, as part of the Schematic Design Services, ARCHITECT shall rework the Program with the DISTRICT representative and the DISTRICT to establish a priority list of programmatic needs and items that may be within and outside of the DISTRICT's Budget. Once the Schematic Design, Program and Budget are reconciled with the DISTRICT representative, and the DISTRICT approves the Schematic Design, Program and Budget, the ARCHITECT may then move on to the Construction Document Phase.

b. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings, programmatic outlines, and other documents illustrating the scale and relationship of the PROJECT's components. These documents shall be prepared with the understanding that the Construction Document Phase of this AGREEMENT shall be completed in accordance with the realistic understanding of and adherence to the Schematic Design. The Schematic Design Documents shall comply with all applicable laws, statutes, ordinances, codes, rules, and regulations of the State and local governmental agencies and/or authorities having jurisdiction over the PROJECT, including, but not limited to DSA and the local fire marshal/department, which are required for the final approval of the PROJECT's completed Construction Documents.

c. If directed by the DISTRICT at the time of approval of the Schematic Design Documents, the Construction Documents shall be prepared so that portions of the work of the PROJECT may be performed under separate construction contracts, phased construction contracts, or so that the construction of certain buildings, facilities, or other portions of the PROJECT may be deferred. Careful attention is directed to DSA requirements for phasing of projects and the likelihood that DSA or other agency approvals may expire during the phases. If there is an expiration and need to obtain additional DSA approvals for future phases, the ARCHITECT shall provide the DISTRICT with a written notification of the PROJECT approvals that may expire due to phasing. Alternate construction schemes made by the DISTRICT subsequent to the Design Development Phase shall be provided as an Additional Service pursuant to Article III unless the alternate construction scheme arises out of the PROJECT exceeding the estimated Budget constraint as a result of the ARCHITECT's services under this AGREEMENT.

d. The ARCHITECT shall submit a list of qualified engineers for the PROJECT for the DISTRICT's approval in conformance with Article XII. ARCHITECT shall ensure that each engineer places his or her name, seal, and signature on all drawings and specifications prepared by said engineer.

e. The ARCHITECT shall investigate existing conditions or facilities and verify drawings of such conditions or facilities.

f. The ARCHITECT shall perform Schematic Design services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

g. The ARCHITECT shall prepare and submit to the DISTRICT a written estimate of the Construction Cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

h. The ARCHITECT shall submit three (3) copies of the Schematic Design package to the DISTRICT for review and approval.

27. **{RESERVED}**

28. **Construction Document Phase**

a. The ARCHITECT shall prepare, from the Schematic Design documents approved by the DISTRICT, Construction Documents including, but not limited to, all drawings and specifications for the PROJECT setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable (on and off-site) governmental and code requirements including, but not limited to, the requirements of the DSA, the local fire marshal/department, and any other governmental agency having jurisdiction over the PROJECT. The Construction Documents shall show all the work to be done in a minimum of LOD 300, as well as the materials, workmanship, finishes, and equipment required for the completion of the PROJECT. All Construction Documents prepared by the ARCHITECT shall be properly coordinated including, but not limited to, the various disciplines, dimensions, terminology, details, etc.

b. The ARCHITECT shall identify all tests and special inspections on the Statement of Structural Tests and Special Inspections (Form DSA 103) that are required for the completion of the PROJECT as designed and submit such DSA 103 to DSA for approval along with all other Construction Documents. Upon DSA's approval of the Construction Documents, including the approved DSA 103 for the PROJECT, the ARCHITECT shall ensure that a copy of the approved DSA 103 for the PROJECT is provided to the DISTRICT, the Laboratory of Record, each Special Inspector working on the PROJECT, the Project Inspector and the Contractor.

c. The ARCHITECT shall immediately notify the DISTRICT of adjustments in previous estimates of the Construction Cost arising from market fluctuations or approved changes in scope or requirements.

d. The ARCHITECT shall perform Construction Document Services to keep the PROJECT within all Program scope constraints set by the DISTRICT, as well as approved Budget, unless otherwise modified by written authorization by the DISTRICT.

e. As part of the ARCHITECT's professional services, ARCHITECT has coordinated the drawings on the PROJECT. It is suggested, but not mandatory, that ARCHITECT perform a clash detection review of the final Construction Documents prior to submission to DSA. However, if the CM, or Design Build entity performs a clash check, ARCHITECT shall work with the CM or Design Build entity to perform reasonable clash check resolution meetings and make revisions as necessary prior to DSA submission.

f. If the estimated PROJECT Construction Cost exceeds the Budget, the ARCHITECT shall make all necessary design revisions at no cost to the DISTRICT to comply with the Budget and scope set by the DISTRICT in conformance with Articles V and VI, unless otherwise modified by written authorization of the DISTRICT.

g. The ARCHITECT shall provide the following copies for DISTRICT review and approval:

- (1) Three (3) half-size sets of the 90% and 100% Construction Drawings;
- (2) Three (3) specifications at 90% CD and 100% CD submission;
- (3) One (1) updated Statement of Probable Construction Cost at 90% CD and 100% CD submission;
- (4) One (1) updated Project Schedule at 90% CD and 100% CD submission;
- (5) One (1) CD containing all files electronically and named according to the sheet name or specification name at 90% CD and 100% CD submission.

29. Agency Approval Phase

a. The ARCHITECT shall prepare and file all documents required for obtaining the required approvals of all governmental agencies having jurisdiction over the PROJECT including, but not limited to, DSA, local fire marshal/department, City Design Review, Department of Public Works, and any other governmental agencies or authorities which have jurisdiction over the PROJECT.

b. The ARCHITECT shall not submit 100% Construction Documents to DSA for their review until all agreed upon by DISTRICT and Preconstruction Consultant that constructability comments have been incorporated. Upon DISTRICT approval, the

ARCHITECT shall then submit all required documents to the necessary governing agencies, obtain reviews and corrections from the governing agencies, and incorporate any required changes and/or corrections into the Contract Documents, calculations or other documents prepared by ARCHITECT.

c. DISTRICT shall pay all fees required by such governmental agencies and/or authorities. The DISTRICT shall reimburse the ARCHITECT for all governmental agency required prints, in accordance with Article XI.

30. **Bidding & Award Phase**

a. The ARCHITECT, following the DISTRICT's approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the DISTRICT in obtaining bids and awarding the Contract for the construction of the PROJECT.

b. The ARCHITECT shall prepare all the necessary bidding information and bidding forms required to bid the PROJECT. The ARCHITECT shall also assist the DISTRICT with the preparation of the Contractor's Contract form, the general conditions, the supplementary conditions, and all other contract documents necessary to bid the PROJECT and award a complete Contract to the lowest responsible responsive bidder. The DISTRICT will provide the standard general conditions and supplementary conditions that must be incorporated into the Contract with the Contractor. The ARCHITECT shall review the general conditions, supplementary conditions, and all other contract documents provided by the DISTRICT for incorporation into the Contract with the Contractor and shall coordinate such documents with all other Construction Documents that are prepared by the ARCHITECT pursuant to this AGREEMENT. The ARCHITECT's coordination obligations under this Section include, but are not limited to, verifying that any and all bid instructions and requirements set forth in the specifications prepared by the ARCHITECT are also set forth in the Instructions to Bidders and the Bid Form that are distributed to the bidders in connection with the PROJECT. The ARCHITECT shall prepare and sign all written Addendums that are necessary to incorporate changes into the DSA approved Construction Documents prior to the award of the PROJECT. The ARCHITECT shall assist the DISTRICT in distributing all Addendums to each bidder that has obtained a set of the DSA approved Construction Documents. The ARCHITECT shall ensure that all Addendums are submitted to and approved by DSA prior to certification of the PROJECT.

c. The ARCHITECT shall deposit a reproducible set of Construction Documents including, but not limited to, all drawings and specifications for the Project at a reprographics company specified by the DISTRICT for the printing of additional sets of the DSA approved Construction Documents during the PROJECT. In accordance with the requirements of this Section, the ARCHITECT shall forward all plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer files) prepared by the ARCHITECT or the ARCHITECT's consultants during the course of the Project to the reprographics company specified by the DISTRICT at no additional cost to the DISTRICT. The DISTRICT may request that such

documents be delivered to the reprographics company selected by the DISTRICT in CAD, PLOT, TIFF or other format approved by the DISTRICT.

d. Upon the DISTRICT's request, the ARCHITECT shall recommend an acceptable plan room, or blueprinting shop, or, in the alternative, ARCHITECT shall print the necessary bidding information, Contract forms, general conditions, supplementary general conditions and all other Construction Documents necessary to bid the PROJECT and award a complete Contract to a successful bidder and shall deliver/distribute such printed copies to all interested bidders.

e. The ARCHITECT shall make subsequent revisions to drawings, specifications, and other DSA approved Construction Documents that result from the approval of any substitution request, RFI, or submittal. All Revisions shall be prepared in writing and signed by the ARCHITECT. The ARCHITECT shall ensure that all Revisions are submitted to and approved by DSA prior to certification of the PROJECT.

f. If the lowest bid exceeds the Budget (or if a complete detailed estimate is prepared by a certified professional cost estimator from Construction Documents that are at least 90% completed) for the PROJECT, the ARCHITECT, in consultation with, and at the direction of, the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its Budget as set forth in Articles V and VI.

31. Construction Phase

a. Prior to the start of construction, the ARCHITECT shall certify that the following two documents have been submitted to DSA:

(1) Contract Information Form DSA-102.

(2) Inspector Qualification Record Form DSA-5 should be submitted 10 days prior to the time of starting construction.

b. The Construction Phase will commence with the award of the Construction Contract to Contractor.

c. The ARCHITECT shall reproduce three (3) half-size sets and one (1) electronic PDF copy of Construction Documents and all progress prints for the DISTRICT's and the DISTRICT's consultant's use at the ARCHITECT's expense.

d. The ARCHITECT shall provide technical direction to a full-time Project Inspector employed by, and responsible to, the DISTRICT, as required by applicable law. The ARCHITECT shall direct and monitor the work of the Laboratory of Record as required by applicable law and provide code required supervision of Special Inspectors not provided by the Laboratory of Record. Upon the DISTRICT's award of a Construction Contract to the Contractor, the ARCHITECT shall obtain the necessary Project Inspection

Cards ("PIC") (Form DSA 152) from the DSA that are needed for the Project Inspector's use in approving and signing off work on the PROJECT as it is completed by the Contractor. The ARCHITECT shall verify that the Project Inspector has the appropriate amount of PIC's that are needed for the inspection and completion of the entire PROJECT prior to the commencement of any work by the Contractor on the PROJECT. The ARCHITECT shall provide the Project Inspector, Laboratory of Record and each Special Inspector with a copy of the DSA approved Construction Documents including, but not limited to, the approved Statement of Structural Tests and Special Inspections (Form DSA 103) prior to the commencement of any work on the PROJECT at the ARCHITECT's expense.

e. The ARCHITECT shall meet with the Project Inspector, DISTRICT, Contractor, Laboratory of Record and Special Inspectors as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents.

f. The ARCHITECT shall prepare Interim Verified Reports (Form DSA 6-AE) and submit such Interim Verified Reports to DSA, the Project Inspector and the DISTRICT prior to the Project Inspector's approval and sign off of any of the following sections of the PROJECT's PIC's as applicable:

- (1) Initial Site Work;
- (2) Foundation;
- (3) Vertical Framing;
- (4) Horizontal Framing;
- (5) Appurtenances;
- (6) Non-Building Site Structures;
- (7) Finish Site Work;
- (8) Other Work; or
- (9) Final.

If the ARCHITECT has delegated responsibility for any portion of the PROJECT's design to other engineers, the ARCHITECT shall ensure that such engineers submit the necessary Interim Verified Reports (Form DSA 6-AE) to DSA, the Project Inspector and the DISTRICT during the course of construction and prior to the Project Inspector's approval and sign off of the above sections of the PIC's as they relate to the portions of the PROJECT that were delegated to such engineers.

g. The ARCHITECT shall be responsible for reviewing and ensuring, on a monthly basis, that the Contractor is maintaining an up-to-date set of as-built documents which will be furnished to the DISTRICT upon completion. The ARCHITECT shall review the as-built documents prepared by the Contractor on a monthly basis and report whether they appear to be up to date, based upon the ARCHITECT's observations of the PROJECT. If it appears the as-built documents are not being kept up to date by the Contractor, the ARCHITECT shall recommend to the DISTRICT, in writing, an appropriate withholding

from the Contractor's monthly payment application to account for the Contractor's failure to maintain such as-built documents.

h. The ARCHITECT will endeavor to secure compliance by Contractor with the Contract requirements, but does not guarantee the performance of the Contractor's Contract.

i. The ARCHITECT shall provide general administration of the Construction Documents including, but not limited to, the following:

(1) Visiting the PROJECT site to maintain such personal contact with the PROJECT as is necessary to assure the ARCHITECT that the Contractor's work is being completed, in every material respect, in compliance with the DSA approved Construction Documents (in no case shall the number of visits be less than once every week or as necessary to observe work being completed in connection with each block/section of a PIC so the ARCHITECT can verify that the work does or does not comply with the DSA approved Construction Documents, whichever is greater) in order to:

i. Become familiar with, and to keep the DISTRICT informed about, the progress and quality of the portion of the work completed and for the preparation of the biweekly written reports the ARCHITECT will prepare and submit to the DISTRICT for its review;

ii. Become familiar with, and to keep DSA and Project Inspector informed about, the progress and quality of the portion of the work completed and for the preparation of the necessary Interim Verified Reports the ARCHITECT will prepare and submit to DSA and Project Inspector as necessary for the timely inspection of the PROJECT and for the approval and sign off of each block/section of the PIC's during the course of the PROJECT's construction;

iii. Endeavor to guard against nonconforming work and deficiencies in the work;

iv. Determine if the work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the approved DSA Construction Documents;

v. Attend biweekly on-site construction meetings, and being otherwise available to the DISTRICT and the Project Inspector for site meetings on an "as-needed" basis;

vi. Examine Contractor applications for payment and to issue certificates for payment in amounts approved by the necessary parties; and

vii. Verify, at least monthly, in coordination with the Project Inspector, that all as-built documents are being updated pursuant to the Contract between the DISTRICT and the Contractor.

(2) Making regular reports as may be required by all governmental agencies or authorities having jurisdiction over the PROJECT;

(3) Reviewing schedules and shop drawings for compliance with design;

(4) Approving substitution of materials, equipment, and the laboratory reports thereof for conformance to the DISTRICT's standards subject to DISTRICT knowledge and approval;

(5) Responding to DSA field trip notes;

(6) Preparing Construction Change Documents for approval by DSA;

(7) Preparing Immediate Change Directives as directed by the DISTRICT;

(8) Preparing change orders for written approval by the DISTRICT;

(9) Making Punch List observations when the PROJECT reaches Substantial Completion;

(10) Determining date of Substantial Completion and the date of final completion of the PROJECT;

(11) Providing a color schedule of all materials for the PROJECT for the DISTRICT's review and approval;

(12) Assembling and delivering to the DISTRICT written guarantees, instruction books, diagrams, charts, and as-built documents that will be provided by the Contractor pursuant to the Contract between the DISTRICT and the Contractor;

(13) Issuing the ARCHITECT's Certificate of Substantial Completion, Certificate of Completion and final certificate for payment; and

(14) Providing any other architectural services to fulfill the requirements of the Construction Documents and this AGREEMENT.

j. ARCHITECT shall provide the DISTRICT with written reports, as necessary, to inform the DISTRICT of any problems arising during construction, changes contemplated as a result of each problem, and the progress of work.

k. The ARCHITECT, as part of the ARCHITECT's Basic Services, shall advise the DISTRICT of any deficiencies in construction following the acceptance of the work and prior to the expiration of the guarantee period of the PROJECT.

l. The ARCHITECT shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor thereunder.

m. The ARCHITECT shall make recommendations to the DISTRICT on claims relating to the execution and progress of the work and all matters and questions relating thereto. The ARCHITECT's recommendations in matters relating to artistic effect shall be consistent with the intent of the Construction Documents.

n. The ARCHITECT shall advise the DISTRICT to reject work which does not conform to the Construction Documents. The ARCHITECT shall promptly inform the DISTRICT whenever, in the ARCHITECT's opinion, it may be necessary to stop the work to avoid the improper performance of the AGREEMENT. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed, or completed.

o. The ARCHITECT shall not issue orders to the Contractor that might commit the DISTRICT to extra expenses, or otherwise amend the Construction Documents, without first obtaining the written approval of the DISTRICT.

p. The ARCHITECT shall be the DISTRICT's representative during construction and shall advise and consult with the DISTRICT. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT, unless otherwise modified in writing.

q. The ARCHITECT shall prepare all documents and/or drawings made necessary by errors and omissions in the originally approved drawings or specifications, and such modifications therein as may be necessary to meet unanticipated conditions encountered during construction, at no additional cost or expense to the DISTRICT. In addition, the ARCHITECT shall, at no additional cost, provide services made necessary by defect or deficiencies in the work of the Contractor which, through reasonable care, should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor, but which ARCHITECT failed to do.

r. The ARCHITECT shall examine, verify, and approve the Contractor's applications for payment and issue certificates for payment for the work and materials provided by the Contractor which also reflect the ARCHITECT's recommendation as to any amount which should be retained or deducted from those payments under the terms of the Construction Documents or for any other reason. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations and inspections at the site, that the work has progressed to the level certified, that quality of the work is in accordance with the DSA approved Construction Documents,

that the as-built documents are up to date, and that the Contractor is entitled to payment in the amount certified.

s. The ARCHITECT shall review and approve, or take other appropriate action, upon the Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The ARCHITECT's actions shall not delay the work, but should allow for sufficient time, in the ARCHITECT's professional judgment, to permit adequate review. The ARCHITECT shall ensure that all deferred approval submittals are resolved and approved by DSA prior to certification of the PROJECT.

t. After the PROJECT has been let, all changes to the DSA approved Construction Documents shall be made by means of a Construction Change Document ("CCD") unless otherwise approved by the DISTRICT in writing. The ARCHITECT shall be responsible for preparing each CCD related to the PROJECT and shall determine which changes affect the Structural, Access or Fire & Life Safety (collectively "SAFLS") portions of the PROJECT and ensure that such changes are documented and implemented through a written CCD-Category A (Form DSA 140). All CCD-Category A's must be submitted to DSA by the ARCHITECT with all supporting documentation and data and must be approved by DSA before such work can commence on the PROJECT. The ARCHITECT shall obtain the DISTRICT's approval of all CCD-Category A's before they are submitted to DSA for review and approval. All other changes to the DSA approved Construction Documents not involving SAFLS portions of the PROJECT are not required to be submitted to DSA unless DSA specifically requires such changes to be submitted to DSA in the form of a written CCD-Category B (Form DSA 141) inclusive of all supporting documentation and data. Changes that are not determined by the ARCHITECT and/or DSA to require documentation through an approved CCD-Category A or CCD-Category B shall be documented through an alternative CCD form or other document approved by the DISTRICT.

u. The ARCHITECT shall prepare and issue Immediate Change Directives ("ICD") to the Contractor when directed by the DISTRICT to complete the work that is necessary due to the Contractor's failure to complete the PROJECT in accordance with the DSA approved Construction Documents. The ARCHITECT shall provide the Project Inspector with a copy of the ICD and direct the Project Inspector to inspect the work as it is completed in accordance with the ICD.

v. All changes to the DSA approved Construction Documents, whether set forth in a CCD, ICD or any other document approved by the DISTRICT, shall be incorporated into change orders by the ARCHITECT for the DISTRICT's approval. Each change order shall identify: (1) the description of the change in the work; (2) the amount of the adjustment to the Contractor's Contract sum, if any; and (3) the extent of the adjustment in the Contractor's Contract Time, if any. The ARCHITECT shall prepare change orders, with supporting documentation and data, for the DISTRICT's review in accordance with the Construction Documents, and may authorize minor changes in the

work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders.

w. The ARCHITECT shall, at the ARCHITECT's expense, prepare a set of reproducible record drawings showing significant changes in the work made during construction based on the marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT.

x. The ARCHITECT shall inspect the PROJECT to determine the date or dates of Substantial Completion and Final Completion. The ARCHITECT shall receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the Construction Documents, and issue a final certificate for payment upon Contractor compliance with the requirements of the Construction Documents. In the event the approved schedule for the PROJECT has been exceeded due to the fault of the Contractor, the ARCHITECT shall issue a written notice to the DISTRICT and the Contractor evaluating the cause of the delay(s) and shall advise the DISTRICT and the Contractor of the commencement of liquidated damages under the Contract between the DISTRICT and Contractor.

y. The ARCHITECT shall provide written evaluation of the Contractor's performance under the requirements of the Construction Documents when requested in writing by the DISTRICT. When the ARCHITECT has actual knowledge of any defects, errors, or deficiencies with respect to the Contractor's performance on the PROJECT, the ARCHITECT shall provide the DISTRICT and the Contractor with written notification of such defects, errors, or deficiencies.

z. The ARCHITECT shall:

(1) Review all requests for information ("RFI"), submittals, and substitution requests that are submitted by the Contractor in connection with the PROJECT;

(2) Determine the data criteria required to evaluate requests for substitutions; and

(3) Be responsible for ensuring that all RFI's, submittals and substitution requests by the Contractor are responded to not later than fourteen (14) days, or as soon as the circumstances require.

aa. The ARCHITECT shall be responsible for gathering information and processing forms required by any applicable governing agencies and/or authorities having jurisdiction over the PROJECT including, but not limited to, the County Health Department, the local building departments, local fire departments, the State Chancellor, and DSA, in a timely manner and ensure proper close-out of the PROJECT.

bb. The ARCHITECT shall obtain the DISTRICT's approval of all CCD immediately following the request for such changes by the Contractor or upon any other circumstances necessitating a change. Furthermore, the ARCHITECT shall maintain a log of all CCD's, ICD's change orders or any other DISTRICT approved form documenting changes to the DSA approved Construction Documents (the "Changes Log"), including status, for the DISTRICT's review and approval. The ARCHITECT shall submit the Changes Log to the DISTRICT with its monthly invoice. Submission of the Changes Log is a requirement for payments to the ARCHITECT during the course of construction.

cc. The ARCHITECT shall evaluate and render written recommendations within a reasonable time on all claims, disputes, or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided in the Contract between the DISTRICT and the Contractor. Under no circumstances should this evaluation take longer than twenty (20) calendar days from the date the claim is received by the ARCHITECT.

dd. The ARCHITECT shall provide assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.

ee. The ARCHITECT shall review the list of minor defects, deficiencies, and/or incomplete items (hereinafter the "Punch List") and the fully executed Verified Report (Form DSA-6) that are submitted to the DISTRICT by the Contractor when the Contractor considers the PROJECT to be Substantially Complete. The ARCHITECT shall inspect the PROJECT, in conjunction with the Contractor, in order to verify the Contractor's Punch List, add any other items to the Punch List and to confirm that Substantial Completion has been reached on the PROJECT. In the event the Contractor does not submit a fully executed Verified Report with its proposed Punch List, the ARCHITECT shall reject the Contractor's Punch List, in writing, as premature. If Substantial Completion of the PROJECT is verified by the ARCHITECT and the required Verified Report has been submitted to the DISTRICT for review, the ARCHITECT shall finalize the Punch List and notify the Contractor in writing that all Punch List items must be corrected prior to acceptance of the PROJECT and final payment, and that all Punch List items must be completed within the duration set forth in the Contract between the DISTRICT and the Contractor. The DISTRICT shall also be notified in writing of all Punch List items identified by the ARCHITECT and the Contractor. The ARCHITECT shall notify the DISTRICT when all Punch List items have been corrected by the Contractor for the DISTRICT's final acceptance of the PROJECT and final payment. In the event the Contractor fails to correct any Punch List item(s) within the duration set forth in the Contract between the DISTRICT and the Contractor, the ARCHITECT shall inform the DISTRICT of such default and provide the DISTRICT with a reasonable valuation of the cost to correct each outstanding Punch List item for deduction from the Contractor's final payment and/or retention. For purposes of this AGREEMENT, "Substantial Completion" shall mean the following four (4) conditions have been met: (1) all contractually required items have been installed with the

exception of only minor and incomplete items on the Punch List; (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card; (3) all building systems including mechanical, electrical and plumbing are functioning; and (4) the PROJECT is fit for occupancy and its intended use.

ff. Once the ARCHITECT has verified the Substantial Completion of the PROJECT, the ARCHITECT shall issue a Certificate of Substantial Completion to the Contractor and the DISTRICT. Upon the issuance of the Certificate of Substantial Completion, the ARCHITECT shall prepare and submit to DSA, Project Inspector and the DISTRICT a written Verified Report, on Form DSA 6AE, pursuant to Section 4-336 of Title 24 of the California Code of Regulations. The ARCHITECT shall also submit a signed Verified Report to DSA, Project Inspector and the DISTRICT upon any of the following events:

- (1) Work on the PROJECT is suspended for a period of more than one month;
- (2) The services of the ARCHITECT are terminated for any reason prior to the completion of the PROJECT;
- (3) DSA requests a Verified Report.

gg. The ARCHITECT and its consultants shall verify that all defective, deficient, or incomplete work identified in any Notice(s) of Deviation or similar notice(s) issued by the ARCHITECT, Project Inspector, Special Inspector(s), Laboratory of Record and/or any governmental agency or authority, is fully corrected and closed before the ARCHITECT approves any final Punch List by the Contractor. As part of the ARCHITECT's Basic Services under this Section, the ARCHITECT shall direct the applicable Inspectors, Special Inspectors, and/or engineers on the PROJECT to visually verify that each defective, deficient and/or incomplete item of work referenced in each Notice of Deviation have been rectified and closed prior to the approval of the final Punch List and the issuance of any Certificate of Substantial Completion by the ARCHITECT. In the event the ARCHITECT and/or its consultants fail to verify that such work has been corrected by the Contractor before the ARCHITECT approves the final Punch-List and such work has in fact not been corrected, the ARCHITECT shall be responsible for performing all the architectural and/or engineering services necessary, at no additional cost to the DISTRICT, to ensure such open and outstanding items in the Notice(s) of Deviation are addressed accordingly and that all work related to such notices is corrected in a manner acceptable to the DISTRICT and DSA.

32. Project Close-Out

a. Within thirty (30) days after the completion of the PROJECT's construction and the ARCHITECT's receipt of as-built documents from the Contractor, ARCHITECT will review the as-built documents prepared by the Contractor and revise the record drawings and specifications so that they include all material changes made necessary by CCD's, ICD's, change orders, RFI's, change order requests ("COR's"), Bulletins,

clarifications as noted by the Contractor in its as-built documents and/or any other DISTRICT approved document which details the changes that were made to the DSA approved Construction Documents. The ARCHITECT shall incorporate such changes into a complete AutoCAD as-built file, in the original, executable, software format, and PDF files, and provide all such documents, including two (2) hard copies, to the DISTRICT at no additional cost. In the event the Contractor fails to provide its as-built documents within thirty (30) days of the PROJECT's completion, the ARCHITECT shall notify the DISTRICT, in writing, of the Contractor's failure and recommend the appropriate withholding from the Contractor's final payment under the Contract with the DISTRICT.

b. The ARCHITECT shall assist the DISTRICT in securing the delivery of any and all applicable documents described in Sections c and d below, to DSA for review prior to issuance of a "Certificate of Completion." The ARCHITECT shall submit all documents prepared by, or in control of, the ARCHITECT to DSA without delay.

c. During the period the PROJECT is under construction, the ARCHITECT shall certify that the following two documents have been submitted to DSA:

- (1) Copies of the Project Inspector's semi-monthly reports;
- (2) Copies of the laboratory reports on all tests or laboratory inspections as returned and done on the PROJECT;
- (3) Copies of all the necessary PIC's which have been approved and signed off by the Project Inspector for the certification by DSA; and
- (4) All other documents required to be submitted to DSA in accordance with Title 24 and the Construction Oversight Process Procedure set forth in DSA's PR 13-01.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above forms are not promptly submitted to DSA by the responsible parties. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the delivery of the above documents to DSA.

d. Upon the completion of all construction, including all Punch List items, the ARCHITECT shall assist the DISTRICT in securing the delivery of the following documents to DSA:

- (1) Copy of the Notice of Completion.
- (2) Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the ARCHITECT and electrical engineer.
- (3) Final Verified Report Form DSA-6 certifying all work is 100% complete from the Contractor or Contractors, Project Inspector, and Special Inspector(s).

- (4) Verified Reports of Testing and Inspections as specified on the approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.
- (5) Weighmaster's Certificate (if required by approved drawings and specifications).
- (6) Copies of the signature page of all Addenda as approved by DSA.
- (7) Copies of the signature pages of all deferred approvals as approved by DSA.
- (8) Copies of the signature pages of all Revisions as approved by DSA.
- (9) Copies of the signature page of all applicable Construction Change Documents as approved by DSA.
- (10) Verification by the Project Inspector that all items noted on any "Field Trip Notes" have been corrected.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above items are not promptly submitted to the ARCHITECT and/or the DISTRICT by the responsible parties for submittal to DSA. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the above documents for delivery to DSA.

ARTICLE III - ADDITIONAL ARCHITECT'S SERVICES

1. The ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT's control ("Additional Services"). The ARCHITECT shall obtain written authorization from the DISTRICT before rendering Additional Services. Compensation for all valid Additional Services shall be negotiated and approved in writing by the DISTRICT before such Additional Services are performed by the ARCHITECT. No compensation shall be paid to the ARCHITECT for any Additional Services that are not previously approved by the DISTRICT in writing. Additional Services may include:

a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules, or regulations subsequent to Agency approval;

b. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with change orders required by causes beyond the control of the ARCHITECT which are not the result of the direct or indirect negligence, errors, or omissions on the part of the ARCHITECT;

c. Providing consultation concerning the replacement of work damaged by fire and furnishing services required in connection with the replacement of such work;

d. Providing services made necessary by the default of the Contractor, which does not arise directly or indirectly from negligence, errors, or omissions of ARCHITECT;

e. If the DISTRICT requests the PROJECT be let on a segregated basis after the completion of Design Development Phase where segregation does not arise from ARCHITECT exceeding the estimated Budget constraint, then plan preparation and/or contract administration work to prepare the segregated plans is an Additional Service subject to prior negotiation and written approval by the DISTRICT;

f. Providing contract administration services after the construction Contract time (including any Governmental Delay Float as addressed in the General Conditions of the Construction Contract with Contractor) has been exceeded through no fault of the ARCHITECT, where it is determined that the fault is that of the Contractor, and liquidated damages are collected therefor. The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT and payment will be made upon collection of liquidated damages from the Contractor. Payment of the ARCHITECT shall be made from collected liquidated damages;

g. Providing documents that exceed LOD 300; and

h. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice and as approved by the DISTRICT in writing.

2. If authorized in writing by the DISTRICT, the ARCHITECT shall provide one or more PROJECT representatives to assist in carrying out more extensive representation at the site than is described in Article II. The PROJECT representative(s) shall be selected, employed, and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefor as agreed by the DISTRICT and ARCHITECT. Through the observations of such PROJECT representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such PROJECT representation shall not modify the rights, responsibilities, or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be negotiated and approved in writing by the DISTRICT.

ARTICLE IV - DISTRICT'S RESPONSIBILITIES

1. The DISTRICT shall provide to the ARCHITECT information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, and budget constraints, as well as any other criteria provided by the DISTRICT.

2. Prior to the Schematic Design Phase, the ARCHITECT shall prepare a current overall budget for the PROJECT which shall include the Construction Cost budget for the PROJECT. The overall budget shall be based upon the DISTRICT's objectives, schedule, budget constraints, and any other criteria that are provided to the ARCHITECT by the DISTRICT pursuant to Article IV, Section 1, above. The DISTRICT shall approve the Construction Cost

budget prepared by the ARCHITECT pursuant to this Section and this shall be the "Budget" for the PROJECT as set forth in this AGREEMENT.

3. The DISTRICT shall notify the ARCHITECT of administrative procedures required and name a representative authorized to act on its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the PROJECT. The DISTRICT shall observe the procedure of issuing any orders to Contractors only through the ARCHITECT.

4. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Construction Documents. However, the DISTRICT's failure or omission to do so shall not relieve the ARCHITECT of the ARCHITECT's responsibilities under Title 21, Title 24, and the Field Act hereunder. The DISTRICT shall have no duty to observe, inspect, or investigate the PROJECT.

5. The proposed language of certifications requested of the ARCHITECT or ARCHITECT's consultants shall be submitted to the ARCHITECT for review and approval at least fourteen (14) days prior to execution.

6. The DISTRICT shall provide a topographical survey to the ARCHITECT upon request.

ARTICLE V - COST OF CONSTRUCTION

1. During the Schematic Design and Construction Document Phases, the ARCHITECT's estimates of Construction Cost shall be reconciled against the Budget approved by the DISTRICT pursuant to Article IV, Section 2.

2. The PROJECT's "Construction Cost," as used in this AGREEMENT, means the total cost to the DISTRICT of all work designed or specified by the ARCHITECT, which includes the total award from the initial construction Contract(s) plus the work covered by approved change orders and/or any alternates approved by the DISTRICT. The Construction Cost shall not include any costs that are not specifically referenced in this Article V, Section 2, as approved costs. Costs excluded from the Construction Cost include, but are not limited to, payments to the ARCHITECT or other DISTRICT consultants, costs of inspections, surveys, tests, furniture and equipment not fixed to the building, and landscaping not included in PROJECT.

3. When labor or material is furnished by the DISTRICT below its market cost, the Construction Cost shall be based upon current market cost of labor and new material.

4. The Construction Cost shall be the acceptable estimate of Construction Costs to the DISTRICT as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the bid amount of the lowest responsible responsive bidder.

5. Any Budget or fixed limit of Construction Cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction

Documents to the DISTRICT to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.

6. If the lowest bid received exceeds the Budget:
 - a. The DISTRICT may give written approval of an increase of such fixed limit and proceed with the construction of the PROJECT;
 - b. The DISTRICT may authorize rebidding of the PROJECT within a reasonable time;
 - c. If the PROJECT is abandoned, the DISTRICT may terminate this AGREEMENT in accordance with Article VIII, Section 2;
 - d. The DISTRICT may request the ARCHITECT prepare, at no additional cost, deductive change packages that will bring the PROJECT within the Budget; or
 - e. The DISTRICT may request the ARCHITECT cooperate in revising the PROJECT scope and quality as required to reduce the Construction Cost.

7. If the DISTRICT chooses to proceed under Article V, Section 6(e), the ARCHITECT, without additional charge, agrees to redesign the PROJECT until the PROJECT is brought within the Budget set forth in this AGREEMENT. Redesign does not mean phasing or removal of parts of the PROJECT unless agreed to in writing by the DISTRICT. Redesign means the redesign of the PROJECT, with all its component parts, to meet the Budget set forth in this AGREEMENT.

ARTICLE VI - ESTIMATE OF PROJECT CONSTRUCTION COSTS

1. Estimates referred to in Article II shall be prepared on a square foot/unit cost basis, or more detailed computation if deemed necessary by the DISTRICT, considering prevailing construction costs and including all work for which bids will be received. It is understood that the PROJECT Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the ARCHITECT or DISTRICT.

2. The ARCHITECT shall prepare and review the ARCHITECT's estimates of Construction Cost at each phase of the ARCHITECT's services. The ARCHITECT shall provide the DISTRICT with a written evaluation of the estimates at each phase of the ARCHITECT's services. The ARCHITECT's written evaluations shall, among other things, evaluate how the estimates compare to the Budget. If such estimates are in excess of the Budget, the ARCHITECT shall revise the type or quality of construction to come within the Budget at no additional cost to the DISTRICT. The ARCHITECT's initial budget and scope limitations shall be realistic and be reviewed with the DISTRICT prior to formalization.

3. The ARCHITECT, upon request of the DISTRICT, shall prepare a detailed estimate of Construction Costs at no additional cost.

ARTICLE VII - ARCHITECT'S DRAWINGS AND SPECIFICATIONS

1. All documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer files, BIM files and/or AutoCAD files) prepared by the ARCHITECT or the ARCHITECT's consultants for this PROJECT, shall be and remain the property of the DISTRICT.

2. If DISTRICT intends to reuse ARCHITECT's plans, specifications, or other documents for a project or projects other than that which is the subject of this AGREEMENT, and for which the ARCHITECT is not the architect of record, a fee of three percent (3%) of the Construction Costs shall be paid to the ARCHITECT for such reuse. In the event of such reuse or modification of the ARCHITECT's drawings, specification, or other documents by any person, firm, or legal entity, the DISTRICT agrees to indemnify, defend, and hold the ARCHITECT harmless from and against any and all claims, liabilities, suits, demands, losses, costs, and expenses, including, but not limited to, reasonable attorneys' fees accruing to, or resulting from, any and all persons, firms, or any other legal entity, on account of any damage or loss to property or persons including, but not limited to, death arising out of such unauthorized use, reuse or modification of the ARCHITECT's drawings, specifications, or other documents. The DISTRICT further agrees to remove the names and seals of the ARCHITECT and the ARCHITECT's consultants from the title block and signature pages. The DISTRICT, however, may use the ARCHITECT's plans and documents as enumerated in this Article as reference documents for the purposes of additions, alignments, or other development on the PROJECT site.

ARTICLE VIII - TERMINATION

1. This AGREEMENT may be terminated by either party upon fourteen (14) days' written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of the ARCHITECT, or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records and expense reports, up until the date of the abandonment or postponement, plus any sums due the ARCHITECT for Board approved Additional Services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents, whether delivered to the DISTRICT or in the possession of the ARCHITECT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement architect costs, shall be deducted from payments due the ARCHITECT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article VIII, Section 4, below, and ARCHITECT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense, or liability may be claimed, requested, or recovered by ARCHITECT.

4. This AGREEMENT may be terminated without cause by the DISTRICT upon fourteen (14) days' written notice to the ARCHITECT. In the event of a termination without cause, the DISTRICT shall pay the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records and expense reports, up until the date of notice of termination plus any sums due the ARCHITECT for Board-approved Additional Services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents, whether delivered to the DISTRICT or in the possession of the ARCHITECT. In addition, ARCHITECT will be reimbursed for reasonable termination costs through the payment of 3% beyond the sum due the ARCHITECT under this Section through 50% completion of the ARCHITECT's portion of the PROJECT and, if 50% completion is reached, payment of 3% of the unpaid balance of the contract to ARCHITECT as termination cost. This 3% payment is agreed to compensate the ARCHITECT for the unpaid profit ARCHITECT would have made under the PROJECT on the date of termination and is consideration for entry into this termination for convenience clause.

5. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, ARCHITECT agrees to continue the work diligently to completion. If the dispute is not resolved, ARCHITECT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but ARCHITECT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute after the PROJECT has been completed, and not before.

ARTICLE IX - ACCOUNTING RECORDS OF THE ARCHITECT

1. Records of the ARCHITECT's direct personnel and reimbursable expenses pertaining to the services performed on this PROJECT and records of accounts between the DISTRICT and Contractor shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or his authorized representative at mutually convenient times.

ARTICLE X - COMPENSATION TO THE ARCHITECT

1. DISTRICT agrees to pay ARCHITECT in accordance with the rate and price schedule information set forth in EXHIBIT "B" for the services performed pursuant to this AGREEMENT.

2. The ARCHITECT's fees for performing Additional Services related to change orders are paid as approved by the DISTRICT's Board. If a change order is approved without ARCHITECT fee, no fee will be paid to the ARCHITECT unless negotiated and approved prior to commencing the change order-related services.

3. The ARCHITECT's compensation for performing all the Basic Services required by this AGREEMENT including, but not limited to, those services detailed in Article I and II, shall be as follows:

Schematic Design Phase:	No more than 10% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion
Construction Docs Phase	No more than 46% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion
Agency Approval Phase:	No more than 5% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid upon DSA approval of the PROJECT including incorporation and approval of any back-check comments
Bid and Award Phase:	No more than 3% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion
Construction Admin. Phase:	No more than 30% of the actual Architect Fee, as determined under Exhibit "A" to this AGREEMENT and the accepted bid, to be paid monthly based on actual level of completion
Project Close-Out Phase:	Balance of actual Architect Fee to be paid after the all the requirements set forth in Article II, Section 32 have been completed and the PROJECT is certified by DSA and the Notice of Completion has been recorded (if applicable).

4. The ARCHITECT and its consultants shall maintain time sheets detailing information including, but not limited to, the name of the employee, date, a description of the task performed in sufficient detail to allow the DISTRICT to determine the services provided, and the time spent for each task. The DISTRICT and ARCHITECT may otherwise mutually agree, in writing, on alternative types of information and levels of detail that may be provided by the ARCHITECT and its consultants pursuant to this Article X.

5. The ARCHITECT shall invoice all fees and/or costs monthly for the Basic Services that are provided in accordance with this AGREEMENT from the time the ARCHITECT begins work on the PROJECT. The ARCHITECT shall submit one (1) invoice monthly to the DISTRICT detailing all the fees associated with the applicable progress to completion percentage, reimbursable

expenses (if any), and Additional Services (if any) incurred for the monthly billing period. Invoices requesting reimbursement for expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g., receipts, invoices), including a copy of the DISTRICT's authorization notice for the invoiced item(s), if applicable. Invoices requesting payment for Additional Services must reflect the negotiated compensation previously approved by the DISTRICT and include a copy of the DISTRICT's written authorization notice approving the Additional Services and the additional compensation approved by the DISTRICT. No payments will be made by the DISTRICT to the ARCHITECT for monthly invoices requesting reimbursable expenses or Additional Services absent the prior written authorization of the DISTRICT. The DISTRICT's prior written authorization is an express condition precedent to any payment by the DISTRICT for Additional Services or reimbursable expenses and no claim by the ARCHITECT for additional compensation related to Additional Services or reimbursable expenses shall be valid absent such prior written approval by the DISTRICT.

6. To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time shall be negotiated and subject to the prior written approval of the DISTRICT. Assessment and collection of liquidated damages from the Contractor is a condition precedent to payment for extra services arising from Contractor-caused delays.

7. Included in the not-to-exceed fee are reimbursable expenses, which are in addition to compensation for basic and extra services, and shall be paid to ARCHITECT at one and five-hundredths (1.05) times the expenses incurred by ARCHITECT, ARCHITECT's employees and consultants. Reimbursable expenses shall not be exceeded without the prior written approval of DISTRICT. Provided that ARCHITECT obtains DISTRICT's prior written approval, costs and expenses will be reimbursed to ARCHITECT in accordance with EXHIBIT "B" and this Article VI. DISTRICT's prior written authorization is an express condition precedent to any reimbursement to ARCHITECT of such costs and expenses, and no claim for any additional compensation or reimbursement shall be valid absent such prior written approval by DISTRICT. ARCHITECT's mileage and travel time shall not be considered as an allowable reimbursable expense. Items that may be considered for reimbursement, if requested by DISTRICT, are as follows:

- a. Approved reproduction of drawings and specifications in excess of the copies provided by this AGREEMENT; and
- b. Approved agency fees.
- c. Items requested/approved by the DISTRICT in writing.

8. Reimbursable Expenses shall not include the following specified items or any other item not specifically identified in Article X, Section 7 above:

- a. Travel expenses;
- b. Check prints;

- c. Prints or plans or specifications made for ARCHITECT's consultants and all progress prints;
- d. Plans and specifications that are required per Article II;
- e. ARCHITECT's consultants' reimbursables;
- f. Models or mock-ups; and
- g. Meetings with Cities, planning officials, fire departments, DSA, State Chancellor or other public agencies.

9. The DISTRICT's prior written authorization is an express condition precedent to any reimbursement to ARCHITECT of such costs and expenses for items not included in Article X, Section 7 above as an allowable reimbursable expense, and no claim for any additional compensation or reimbursement shall be valid absent such prior written approval by DISTRICT. Payment for these reimbursable expenses shall be made as set forth in Article X.

ARTICLE XI - EMPLOYEES AND CONSULTANTS

1. The ARCHITECT, as part of the ARCHITECT's basic professional services, shall furnish the consultant services necessary to complete the PROJECT including, but not limited to: electrical and cost estimating; and any other necessary design professionals and/or consultants as determined by the ARCHITECT and acceptable to the DISTRICT. All consultant services shall be provided at the ARCHITECT's sole expense. The ARCHITECT shall be responsible for the coordination and cooperation of all architects, engineers, experts or other consultants employed by the ARCHITECT. The ARCHITECT shall ensure that its engineers and/or other consultants file the required Interim Verified Reports, Verified Report and other documents that are necessary for the PROJECT's timely inspection and close-out as required by the applicable governmental agencies and/or authorities having jurisdiction over the PROJECT including, but not limited to, DSA. The ARCHITECT shall ensure that its engineers and consultants observe the construction of the PROJECT during the course of construction, at no additional cost to the DISTRICT, to maintain such personal contact with the PROJECT as is necessary to assure such engineers and consultants that the Contractor's work is being completed, in every material respect, in compliance with the DSA approved Construction Documents (in no case shall the number of visits be less than once every week or as necessary to observe work being completed in connection with each block/section of a PIC so such engineers and consultants can verify that the work does or does not comply with the DSA approved Construction Documents, whichever is greater).

2. The ARCHITECT shall submit, for written approval by the DISTRICT, the names of the consultants and/or consultant firms proposed for the PROJECT. The ARCHITECT shall notify the DISTRICT of the identity of all design professionals and/or consultants in sufficient time prior to their commencement of services to allow the DISTRICT a reasonable opportunity to review their qualifications and object to their participation on the PROJECT if necessary. The ARCHITECT shall not assign or permit the assignment of any design professionals, engineers, or other consultants to the PROJECT to which DISTRICT has a reasonable objection. Approved design professionals and/or consultants shall not be changed without the prior written consent of the DISTRICT. Nothing in this AGREEMENT shall create any contractual relation between the

DISTRICT and any consultants employed by the ARCHITECTS under the terms of this AGREEMENT.

3. ARCHITECT's consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five years. If any employee or consultant of the ARCHITECT is not acceptable to the DISTRICT, then that individual shall be replaced with an acceptable competent person at the DISTRICT's request.

4. The construction administrator or field representative assigned to the PROJECT by the ARCHITECT shall be licensed as a California Architect and able to make critical PROJECT decisions in a timely manner and shall be readily available and provide by phone, facsimile, and through correspondence, design direction and decisions when the construction administrator is not at the site.

ARTICLE XII – MISCELLANEOUS

1. CONSULTANT shall not change any of the key personnel listed in Exhibit C without prior written notice to, and written approval by, District, unless said personnel cease to be employed by CONSULTANT. In either case, District shall be allowed to interview and approve replacement personnel.

2. If any CONSULTANT personnel fail to perform to the satisfaction of the District or fully comply with the terms of this Agreement, then upon five days' written notice by the District the CONSULTANT shall have five (5) days to remove that person from the project and replace that person with personnel acceptable to the District. All lead or key personnel for any CONSULTANT must be also be designated by the CONSULTANT and shall be subject to the District's right to interview and approve replacement personnel. In either case, District shall be allowed to interview and approve replacement personnel.

3. CONSULTANT represent that the CONSULTANT have no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of the Services and that no person having any such interest shall be employed by CONSULTANT. In the event a conflict arises during the performance of this Agreement, said person shall be immediately removed from the Project and replaced with personnel acceptable to the District.

4. The ARCHITECT shall make a written record of all meetings, conferences, discussions, and decisions made between or among the DISTRICT, ARCHITECT, and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT.

5. To the fullest extent permitted by law, ARCHITECT agrees to indemnify and hold the DISTRICT harmless from all liability arising out of:

a. Workers' Compensation and Employer's Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to ARCHITECT's employees or ARCHITECT's subcontractor's employees arising out of ARCHITECT's work under this AGREEMENT; and

b. General Liability. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the ARCHITECT or the DISTRICT, or any person, firm or corporation employed by the ARCHITECT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents, or independent Architects who are directly employed by the DISTRICT. The ARCHITECT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT (other than professional negligence covered by Section c below), its officers, agents, or employees, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof; and

c. Professional Liability. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with, the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the ARCHITECT's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorneys' fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT.

d. The PARTIES understand and agree that Article XII, Section 5, of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code § 2772, between the DISTRICT and the ARCHITECT related to the PROJECT. Any other indemnity that is attached to this AGREEMENT as part of any EXHIBIT shall be void and unenforceable between the PARTIES.

e. Any attempt to limit the ARCHITECT's liability to the DISTRICT in any of the exhibits or attachments to this AGREEMENT shall be void and unenforceable between the PARTIES.

6. ARCHITECT shall purchase and maintain policies of insurance with an insurer or insurers qualified to do business in the State of California and acceptable to DISTRICT, which will protect ARCHITECT and DISTRICT from claims which may arise out of, or result from, ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subconsultant, subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The ARCHITECT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

b. Commercial general and auto liability insurance, with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned, and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of TWO MILLION DOLLARS (\$2,000,000.00) per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this Section. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Valuable Document Insurance. The ARCHITECT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the ARCHITECT, and the DISTRICT shall be named as an additional insured.

e. Each policy of insurance required under Article XII, Section 6 (b), above, shall name the DISTRICT and its officers, agents, and employees as additional insureds; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such

primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, the ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the ARCHITECT fails to secure or maintain any policy of insurance required hereby, the DISTRICT may, at its sole discretion, secure such policy of insurance in the name of, and for the account of, ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

f. In the event that the ARCHITECT subcontracts any portion of the ARCHITECT's duties, the ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article XII, Sections (a), (b), (c) and (d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence. The ARCHITECT shall not subcontract any portion of the ARCHITECT's duties under this AGREEMENT without the DISTRICT's prior written approval. Specification processing consultants are the only subcontractors exempt from maintaining professional liability insurance.

g. All insurance coverage amounts specified hereinabove shall cover only risks relating to, or arising out of, the PROJECT governed by this particular AGREEMENT. The insurance and required amounts of insurance specified above shall not be reduced or encumbered on account of any other projects of the ARCHITECT.

7. The ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. The ARCHITECT understands and agrees that the ARCHITECT and all of the ARCHITECT's employees shall not be considered officers, employees, or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled including, but not limited to, State Unemployment Compensation or Workers' Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of the ARCHITECT's employees or agents as they relate to the services to be provided under this AGREEMENT. The ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security, and income taxes for the respective employees of the ARCHITECT.

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

DISTRICT:

Rancho Santiago Community College District
2323 N. Broadway, Suite 112
Santa Ana, CA 92706
Attn: Carri M. Matsumoto
Telephone: (714) 480-7510
Facsimile: (714) 796-3910

ARCHITECT:

LIONAKIS
4000 MacArthur Blvd., Suite 101
Newport Beach, CA 92660
Attn: Steven Kendrick
Telephone: 949-955-1919
Facsimile: 949-955-9175

9. The ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, shall be prohibited from using tobacco products (smoking, chewing, etc.) on DISTRICT property at all times.

10. The ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, shall be prohibited from using profanity on DISTRICT property including, but not limited to, all DISTRICT sites and this prohibition shall include, but is not limited to, all racial, ethnic and/or sexual slurs or comments which could be considered harassment.

11. Appropriate dress by the ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, is mandatory. Therefore, tank tops, cut-offs and shorts shall not be allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as set forth above in Section above.

12. Nothing contained in this AGREEMENT shall create a contractual relationship with, or a cause of action in favor of, any third party against either the DISTRICT or ARCHITECT.

13. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns, and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. ARCHITECT shall not assign this AGREEMENT.

14. This AGREEMENT shall be governed by the laws of the State of California.

15. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.

16. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorneys' fees.

17. This AGREEMENT shall be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase, or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

18. The ARCHITECT is prohibited from capturing on any visual medium images of any property, logo, student, or employee of the DISTRICT, or any image that represents the DISTRICT without express written consent from the DISTRICT.

19. This AGREEMENT is not valid, binding, or an enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board, duly passed and adopted.

Signatures are on the following page

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

ARCHITECT:
LIONAKIS

By: 

Print Name: Steven Kendrick

Title: Principal

Date: June 3, 2016

Address: 4000 MacArthur Blvd, Suite 101
Newport Beach, CA 92660

Phone: 949-955-1919

Tax ID: 68-0397596

E-mail: steven.kendrick@lionakis.com

DISTRICT:
RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

By: 
Peter J. Hardash, Vice Chancellor
Business Operations and Fiscal Services

Date: 6/14/16

COPIES TO:

GENERATING OFFICE
Rancho Santiago Community College District
2323 N. Broadway, Suite 112
Santa Ana, CA 92706
Carri Matsumoto, Assistant Vice Chancellor
Facilities Planning, District Construction and
Support Services

PURCHASING DEPARTMENT
Rancho Santiago Community College District
2323 N. Broadway, Suite 109
Santa Ana, CA 92706
Tracy Conner-Crabbe, Director of Purchasing

EXHIBIT "A" – PROJECT DESCRIPTION

Santiago Canyon College ("SCC") is located at 8045 East Chapman Avenue, Orange, CA 92869. The goals for this project are to: 1) replace all paper towel dispensers that are non-ADA Compliant; 2) have all paper towel dispensers use one paper product with 1,000 linear feet rolls in lieu of 800 linear feet to help reduce the cost of paper and replacement frequency; and 3) ensure that all restrooms have electric hand dryers to help reduce paper usage.

The District performed a site walk and confirmed the number of dispensers and hand dryers that will be installed in each restroom and classroom. The product will be Owner Furnished Contractor Installed and all Bobrick products. There are four different conditions for installation:

1. Installation of "retrofit units", *Bobrick Model B29744*. These units will replace existing non-compliant paper towel dispenser in an existing combo paper towel/waste receptacle unit "combo unit". The existing units are manual and the new units will be automatic dispensing and require power installation.
2. Installation of "full units", *Bobrick Model B39747*. These units will replace existing non-compliant surface mounted paper towel units or combo units. The existing units are manual and the new units will be automatic dispensing and require power installation.
3. Installation of "surface mounted paper towel dispensers", *Bobrick Model B2974*. These units are typically located in classrooms over counters. The main reason for replacement is to unify the type of paper product ordered for the campus.
4. Installation of "electric hand dryers", *Bobrick Model B7128*. The new restroom standard is to have two electric hand dryers in each restroom (except single stall).

EXHIBIT "B" - ARCHITECT'S FEE

1. Fixed Fee plus Reimbursable Allowance Fee Schedule

A. The total Not-to-Exceed fee is SEVENTY-EIGHT THOUSAND ONE HUNDRED FIFTY and NO/100 DOLLARS (\$78,150.00). Included in this not-to-exceed fee is the following:

1. Compensation for Basic Services: The DISTRICT shall compensate the ARCHITECT for performing the Basic Services as described in Article I and in accordance with Article VI for a fixed fee of SEVENTY ONE THOUSAND ONE HUNDRED FIFTY and NO/100 DOLLARS (\$71,150.00).

2. Reimbursable Allowance: Included in the aforementioned fee is an estimated allowance of FIVE THOUSAND and NO/100 DOLLARS (\$5,000.00). Reimbursable expense allowance shall be subject to DISTRICT's approval in accordance with Article VI.

3. DSA Backcheck Allowance: Included in the aforementioned fee is an estimated allowance of TWO THOUSAND and NO/100 DOLLARS (\$2,000.00). This allowance shall be used as a fixed fee if the project is not an acceptable DSA Over-the-Counter project and requires full DSA submission/review. Prior written approval must be provided by the DISTRICT.

The ARCHITECT and their CONSULTANT's hourly rates for additional services, as approved by the DISTRICT, are included in Exhibit "F".

EXHIBIT "C" – ARCHITECT'S CONSULTANTS AND THEIR KEY PERSONNEL

ELECTRICAL ENGINEERING:

tklsc Collaborative
17911 Von Karman Avenue, Suite 250, Irvine, CA 92614
949-751-5800
Key Personnel: Jerry Leonhardt

COST ESTIMATING:

Cumming
130 Vantis, Suite 110, Aliso Viejo, CA 92656
949-334-8862
Key Personnel: Scott Feeney

ARCHITECT'S CONSULTANTS: Key consultants are listed for each firm above. The identified consultant personnel will be maintained on the project during all phases of service to the DISTRICT.

EXHIBIT “D” – PROJECT SCHEDULE

The ARCHITECT shall complete the Services required under this Agreement in accordance with the following Milestone Activities, as required by the scope of work:

<u>Task</u>	<u>Duration</u>
ARCHITECT prepares Schematic Design Documents	2 weeks
DISTRICT/Third Party review of Schematic Design Documents	2 weeks
ARCHITECT prepares 90% Construction Documents	3 weeks
DISTRICT/Third Party review of 90% Construction Documents	2 weeks
ARCHITECT prepares 100% Construction Documents	2 weeks
DISTRICT/Third Party review of 100% Construction Documents	2 weeks
ARCHITECT addresses all Comments	1 week
DISTRICT review/approval of revised 100% Construction Documents	½ week
DSA Review/Approval (OTC)	1 week
Bid Phase	12 weeks
Construction Phase:	
Submittal/Procurement Phase	3 weeks
Construction Phase	12 ½ weeks
Project Closeout	4 weeks

EXHIBIT "E" – NOT USED

EXHIBIT “F” – ARCHITECT AND SUB-CONSULTANT’S HOURLY RATES

The rates set forth in this Schedule “F” shall be valid and not increased during the life of this Agreement.

ARCHITECT’S Hourly rates

Lionakis	Hourly Rate	Key Personnel
Principal	\$200.00	Steven Kendrick
Associate Principal	\$190.00	TBD
Senior Associate	\$180.00	TBD
Project Manager	\$130.00	Laya Hague
Staff Architect	\$112.00	TBD
Project Designer	\$100.00	Nathan Dea and Michael Charette
Project Designer – Interior	\$95.00	TBD
Project Coordinator	\$70.00	TBD

Electrical Engineer’s Hourly Rates

TK1SC – MEP Engineers	Hourly Rate	Key Personnel
Principal	\$210.00	TBD
Senior Associate	\$195.00	TBD
Associate	\$185.00	TBD
Project Manager	\$150.00	Jerry Leonhardt
Designer	\$110.00	TBD
CAD/BIM Specialist	\$90.00	TBD

Cost Estimator’s Hourly Rates

Cumming – Cost Estimating	Hourly Rate	Key Personnel
Managing Director/Director of Cost	\$195.00	TBD
Senior Cost Manager	\$175.00	Scott Feeney
Cost Manager	\$160.00	TBD

EXHIBIT "G" – VENDOR FORM

LOCAL HIRE AND LOCAL BUSINESS INFORMATION

(To be Submitted Upon Completion of the Project and as a Precondition to Final Payment)

Project Name: ADA PTD REPLACEMENT ("Project")

The Vendor shall complete this form for purposes of reporting participation by Local Hires and Local Businesses on the Project. At the end of the Project and as a precondition for receipt of Final Payment, the Vendor shall provide a final written analysis and evaluation of the final percentage of Local Hires and Local Businesses on the entire Project.

The percentage for Local Hire participation shall be calculated by taking the ratio of the total number of workers performing work on the Project that are Local Hires as defined above, compared against the total number of all workers performing work on the Project.

The percentage for Local Business participation shall be calculated by taking the ratio of the total number of businesses providing any labor, materials or services for the Project authorized by the Vendor or its subcontractors that are Local Businesses as defined above, compared against the total number of all businesses providing any labor, materials or services for the Project authorized by the Vendor or its subcontractors.

Definitions

"Local Hire" means an individual who is "domiciled", as defined in Elections Code section 349(b), in the following zip codes at least seven days prior to commencing work on the Project: 92602, 92606, 92610, 92612, 92614, 92618, 92620, 92626, 92627, 92660, 92675, 92676, 92679, 92688, 92701, 92703, 92704, 92705, 92706, 92707, 92708, 92780, 92782, 92802, 92805, 92806, 92807, 92808, 92840, 92843, 92861, 92862, 92865, 92866, 92867, 92868, 92869, 92883, or 92887. Local Hire shall also mean a "veteran" as defined in Military and Veterans Code section 980, who possesses a current and valid DD Form 214 card, and will provide work on the Project. Local Hire shall also mean any current or former student that the District determines is or was enrolled as a student at one of the District's colleges, and will provide work on the Project.

"Local Business" means a business serving as a vendor as defined in Business and Professions Code section 7026 or a business supplying construction-related materials that has its principal headquarters or permanently staffed regional office and that has held a business license within the zip codes listed above for Local Hire for a minimum of three months prior to the date the entity submits a bid, contract, or proposal for the Project. A Local Business vendor must also be properly registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5. Local Business shall also mean any business supplying services or supplies for the Project that has its principal headquarters or permanently staffed regional office and that has held a business license within the zip codes listed above for Local Hire for a minimum of three months prior to the date the entity signs a contract or proposal for the Project. Local Business shall also mean any state or nationally certified minority-owned, women-owned, or disabled veteran business that has performed work for the District or other public agency within the zip codes listed above for Local Hire during the past four years. Certification for a minority-owned, women-owned, or disabled veteran business must be provided to the District. Local Business shall also mean a business that

participates in an internship program that is currently approved or recognized by the District. The entity may also apply to obtain District approval of its internship program. The internship program must be approved by the District and must be completed by the end of the Project or by the next semester immediately after completion of the Project. Local Business shall also mean any entity that uses apprentices from a District approved apprenticeship program.

The Vendor shall complete this form for purposes of assisting the District in collecting data regarding participation by Local Hires and Local Businesses on the Project.

Total Number of Workers on Project:			Total Number of Businesses on Project:					
Total Number of Local Hires on Project:			Total Number of Local Businesses on Project:					
CLASSIFICATION: Of the total number of local hires above, please classify each. A local hire may have multiple classifications. (Example: a local resident, a former student)			CLASSIFICATION: Of the total number of local businesses above, please classify. A local business may have multiple classifications. (Example: a local regional office, DVBE and MBE)					
Of the total local hires, how many are local residents by zip code?	Of the total local hires, how many are U.S. veterans?	Of the total local hires, how many are current or former students?	Of the total local businesses, how many are local by zip code?	Of the total local businesses, how many are MBE?	Of the total local businesses, how many are WBE?	Of the total local businesses, how many are DVBE?	Of the total local businesses, how many participate in a District approved internship program?	Of the total local businesses, how many utilize apprentices from a District approved apprenticeship program?
QTY:	QTY:	QTY:	QTY:	QTY:	QTY:	QTY:	QTY:	QTY:
Percentage of Local Hires (Total Local Hires/Total Workers): %			Percentage of Local Businesses (Total Local Businesses/Total Businesses): %					

In submitting this form, the Vendor certifies that it has independently verified that all Local Hires and Local Businesses noted in this form meet the definitions for Local Hires and Local Businesses as set forth in the Local Hires and Local Businesses Participation Statement. The District may request Vendor to provide additional information or documents to support the numbers listed above. Vendor agrees to provide all additional information or documents requested by the District. Failure to provide any requested information

may result in the District delaying Final Payment to the Vendor and Vendor agrees that it shall have no claim for additional costs or days resulting from or in any way related to providing the information in this form.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name: _____

Signature: _____

Title: _____

Date: _____

EXHIBIT "H" – STATEMENT OF INTENT TO MEET DVBE, WBE, AND/OR MBE PARTICIPATION GOALS

The Rancho Santiago Community College District has a participation goal for disabled veteran business enterprises ("DVBE") of 3 percent, minority business enterprises ("MBE") of 15 percent, and women business enterprises ("WBE") of 5 percent, per year. Although it is not specifically required, you are encouraged to include DVBE, MBE, and/or WBE participation.

The undersigned, on behalf of _____ ("Consultant"), certifies the following:

- Consultant **is** a certified Disabled Veteran Business Enterprise
- Consultant is **not** a certified Disabled Veteran Business Enterprise

- Consultant **is** a certified Minority Business Enterprise
- Consultant is **not** a certified Minority Business Enterprise

- Consultant **is** a certified Women Business Enterprise
- Consultant is **not** a certified Women Business Enterprise

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

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

To: Board of Trustees	Date: May 15, 2017
Re: Approval of Bid #1319 – Sports Field Maintenance – Santiago Canyon College	
Action: Request for Approval	

BACKGROUND

The Santiago Canyon College campus has requested a contractor who is experienced and knowledgeable in the proper care and maintenance of a turf grass and synthetic turf used in professional sports complexes, in order to properly maintain their soccer and softball fields. Due to the bid limit, we were required to go out to bid. The bid specifications were written to sustain the quality of the playing surface for years to come. The specification outlines routine activities and specialized field renovation that requires the contractor to possess both specialized equipment and knowledge.

ANALYSIS

The project was advertised and bid documents were provided to ten (10) bidders. A mandatory job walk took place on March 30, 2017. Three (3) bidders attended the job walk with three (3) bidders responding with sealed bids. Dr. Arleen Satele, VP of Administrative Services, conducted the evaluation of bid responses. It was concluded that the bid from So Cal Land Maintenance was the lowest responsive and responsible bidder. This is a one (1) year contract, beginning July 1, 2017 through June 30, 2018, with an option to renew on an annual basis up to four (4) one (1) year terms. Contract renewal is based on the level of performance. Below are the three (3) bid responses.

So Cal Land Maintenance						
Year 1	Year 2	Year 3	Year 4	Year 5	Grand Total	Extra Labor: \$35.00/HR Markup for Material: 25 % Additional Import: \$55.00/Bag
\$ 86,400.00	\$ 88,800.00	\$ 91,200.00	\$ 92,400.00	\$ 94,800.00	\$ 453,600.00	
Athletic Field Specialist						
Year 1	Year 2	Year 3	Year 4	Year 5	Grand Total	Extra Labor: \$42.85/HR Markup for Material: 30% Additional Import: \$35.75/Bag
\$ 83,892.00	\$ 88,140.00	\$ 92,520.00	\$ 97,152.00	\$ 102,007.00	\$ 463,711.00	
Tropical Plaza Nursery, Inc.						
Year 1	Year 2	Year 3	Year 4	Year 5	Grand Total	Extra Labor: \$38.00/HR Markup for Material: 20% Additional Import: \$25.00/Bag
\$ 121,200.00	\$ 127,200.00	\$ 134,400.00	\$ 134,400.00	\$ 136,800.00	\$ 654,000.00	

RECOMMENDATION

It is recommended that the Board of Trustees accept the bids and approve the award of Bid #1319 – Sports Field Maintenance to SoCal Land Maintenance, as presented.

Fiscal Impact: \$86,400.00 (Year 1)	Board Date: May 15, 2017
Prepared by: Tracey Conner-Crabbe, Director of Purchasing Services	
Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

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

To: Board of Trustees	Date: May 15, 2017
Re: Approval of Bid #1322 – Purchase of Bond Paper	
Action: Request for Approval	

BACKGROUND

An assortment of bond papers is utilized by the District's Publications Department and copy centers. The annual cost to purchase these papers exceeds the bid limit which requires the District to formally bid these products.

ANALYSIS

The bid was advertised and emailed to four bidders and one bidder obtained copies of the bid from the District's website. Bids were submitted by two bidders. The Publications Department evaluated the bids. Items 1, 2 and 4 are being recommended for award to the lowest responsive and responsible bidder (Veritiv Operating Company, La Palma). Item 3 and 5 are being recommended for award to the lowest responsive and responsible bidder (Kelly Paper Co., Santa Ana). Attached are the results with the recommended awards noted by an asterisk.

Paper will be purchased by the Publications Department and copy centers on an as-needed basis. This contract begins July 1, 2017 through June 30, 2018 with an option to renew for one (1) year ending June 30, 2019.

RECOMMENDATION

It is recommended that the Board of Trustees accept the bids and approve the award of Bid #1322 – Purchase of Bond Paper to Veritiv Operating Company and Kelly Paper Co. as presented.

Fiscal Impact: To be Determined	Board Date: May 15, 2017
Prepared by: Tracey Conner-Crabbe, Director of Purchasing Services	
Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

RECAP OF BID #1322 – PURCHASE OF BOND PAPER

	PRODUCT DESCRIPTION	VERITIV OPERATING CO	KELLY PAPER CO	SPICERS PAPER INC	OFFICE DEPOT	LIBERTY PAPER
1	8-1/2" x 11", 20 lb, (.004), in the Following Colors: Blue, Green, Canary, Ivory, Pink (Contains 30% post-consumer fiber)	*\$35.97/cs Hammermill Colors	\$36.90/cs Domtar Colors	No Response	No Response	No Response
2	8-1/2" x 11", 20 lb, (.004), White, 3-Hole Punched (5/16"), 92+ brightness (Contains 30% post-consumer fiber)	*\$33.77/cs Great White 10319841	\$38.00/cs Great White Recycled	No Response	No Response	No Response
3	8-1/2" x 11, 20 lb., (.004), White, 92+ brightness (Contains 30% post-consumer fiber)	\$31.47/cs Great White 10342914	*\$28.70/cs Kelly Copy 30% Recycled	No Response	No Response	No Response
4	DP High-speed Bond, 20 lb., 8-1/2" x 11", (.004), White, 3-Hole Punched (5/16"), 92+ brightness	*\$28.33/cs Econosource 10299390	\$28.70/cs Kelly Copy	No Response	No Response	No Response
5	DP High-speed Bond, 8-1/2" x 11, 20 lb., (.004), White, 92+ brightness	\$24.94/cs Comet 108025275004	*\$22.90/cs Sphere	No Resonse	No Response	No Response
	Fuel Surcharge – Per Delivery	0	0			
	Chg for Ordering Less than a Full Pallet	0	0			

*Recommended Award

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

To:	Board of Trustees	Date: May 15, 2017
Re:	Approval of Proposal for Utilization of Contract with Transource Service Corporation for ExaGrid Backup Appliance	
Action:	Request for Approval	

BACKGROUND

With Ransomware and other risks on the rise, performing efficient backups that provide reliable and quick recovery is more important than ever. ExaGrid is a rack-mountable backup appliance that provides a turnkey solution for disk-based backup with data deduplication for use at SAC, SCC, DO, and various other locations. ExaGrid works seamlessly with our existing backup applications. With ExaGrid, backup jobs are sent directly from the backup application to the ExaGrid appliance for onsite disk-based backup. Unlike other products in the market, ExaGrid uses a reserved fast processing area to perform backups. This allows quicker backup completion and faster restore times. Once the data has been backed up for a few days, a deduplication process is applied to it, which reduces storage needs greatly. The backup application can create copies from the ExaGrid system directly to existing tape libraries for offsite storage, or to a second-site ExaGrid system at an alternate location. The system scales as required by adding ExaGrid appliances, which get added into the architecture automatically, adding capacity and processing power while acting as one unified system.

ANALYSIS

The District has identified a piggyback contract, which requires board approval to utilize and procure the new data storage servers as well as support and product maintenance. The State of Minnesota, on behalf of the National Association of State Procurement Officials (NASPO ValuePoint, formerly WSCA-NASPO) awarded Transource Services Corporation a contract for computer equipment, software, peripherals and related services, Master Price Agreement #MNWNC-130. The California Department of General Services, pursuant to California Participating Addendum #7-15-70-34-008, approved this contract for usage in California.

Utilization of this contract will allow the District to purchase information technology products including equipment, software, peripherals and related services at discounted prices, on an as-needed basis. This was competitively bid, to achieve cost-effective and efficient acquisition of quality products and services. The minimum discount range is 10% -33% off the manufacturer's list price. Greater discounts are extended based on volume purchases, as well as manufacturer incentives and promotions.

The District will be able to utilize this contract for the purchase of a full menu of IT related equipment, including related peripherals and services from many leading brands. Complete copies of the contracts are available for review in the Purchasing Department.

There will be a \$95,580.00 one-time cost for the appliance, with a five-year maintenance fee of \$66,700.20. ExaGrid guarantees no price increases for the models purchased for 60 months and annual maintenance increases not to exceed 3% per year.

This project will be funded by the ITS operational budget.

RECOMMENDATION

It is recommended that the Board of Trustees approve the utilization of Master Price Agreement #MNWNC-130 with Transource Services Corporation, for an ExaGrid Backup Appliance, including related peripherals and services and any future renewals, as presented.

Fiscal Impact:	\$95,580 one-time and \$66,700 for 5 years maintenance	Board Date: May 15, 2017
Prepared by:	Tracey Conner-Crabbe, Director of Purchasing Services and Lee Krichmar, Assistant VC of Information Technology Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



Transource Services Corp

2405 W. Utopia Road
Phoenix, AZ 85027

SALES QUOTATION

Original

Quotation No.: 274043
Quotation Date: 04/28/17
Due Date: 05/28/17
Customer No.: C890346
Customer Ref. No.:
Page No.: Page 1 of 1

BILL TO

Rancho Santiago Community College
2323 N. Broadway
Santa Ana CA 92706-1606

SHIP TO

Rancho Santiago CCD
2323 N. Broadway
Santa Ana CA 92706-1606

Account Rep: Curtis Wescott
Contact Name: Jesse Gonzalez
Terms: Net 30

Ship Via
FOB:

FOB Destination

Line	Item No.	Description	Qty	Unit Price	Total
1	NVP	NASPO ValuePoint MPA# MNWNC-130	1		
2	NVP-CA Local	State of California (Local) PA# 7-15-70-34-008	1		
3	TSC-ITEM MFR# EX-96TB-DB-SEC	Model No. EX40000E-SEC/ Disk Capacity: Raw:96 TB, Useable: 78 TB. 40 TB Full Backup. Disks are encrypted. Includes 1 10 Gigabit Add on Card	3	\$ 31,860.00	\$ 95,580.00
4	TSC-LABOR MFR# EX-5YR-MS-P	Five year 24x7 Customer Support and product Maintenance	3	\$ 22,233.40	\$ 66,700.20

SBA certified "American Small Manufacturer"

Subtotal	\$ 162,280.20
Shipping	
Tax	\$ 7,646.40
Total Order Value	\$ 169,926.60

4.11 (3)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Board Date: May 15, 2017
Re:	Approval of Resource Development Items	
Action:	Request for Approval	

ANALYSIS

Items for the following categorical program were developed:

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
<p>1. Center for International Trade Development (CITD) State Trade and Export Program (STEP) (District)</p> <p>The California Community Colleges Chancellor’s Office was awarded a State Trade and Export Program (STEP) federal grant from the U. S. Small Business Administration to promote international trade development. RSCCD’s Orange County Center for International Trade Development (CITD) received a sub-award to promote California consumer products through a trade mission to Tokyo, Japan for the Tokyo International Gift Show to be held September 2017. The Orange County CITD, in partnership with the U.S. Department of Commerce, Small Business Development Centers and other local partners will deliver export promotion activities and support to participating companies. (16/17). <i>The match required is \$27,710 that consists of 10.5% of Project Director’s salary and benefits at \$15,834 (GTL DSN state-funded project) and unclaimed indirect at \$11,876.</i></p>	03/30/2017	\$51,462
<p>2. Next Generation Courseware Challenge Grant (SAC) – <i>Augmentation</i></p> <p>Santa Ana College received a Next Generation Courseware Challenge grant from the Gates Foundation through Lumen, Inc. Funding will be utilized to develop, distribute and implement a new courseware that is high-quality, personalized and improves student learning and outcomes targeting four specific courses. Faculty from each area will be involved in the advisement and usage of the digital courseware for their classes. (16/17). <i>No match required.</i></p>	03/01/2017	\$15,000

RECOMMENDATION

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

Fiscal Impact: \$66,462	Board Date: May 15, 2017
Item Prepared by: Maria N. Gil, Resource Development Coordinator	
Item Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

SPECIAL PROJECT DETAILED BUDGET #1xxx

NAME: Center for International Trade Development (CITD) State Trade Export Program (STEP) (District)

FISCAL YEAR: 2016/2017 and 2017/2018

CONTRACT TERM: 10/1/2016 - 09/30/2017

PROJ ADM: Enrique Perez

CONTRACT AWARD: \$51,462

PROJ DIR: Lynn Stewart

CFDA #: 59.061

Date: 05/02/2017

PRIME SPONSOR: California Community Colleges Chancellor's Office

FISCAL AGENT: Rancho Santiago CCD

PRIME AWARD #: F16-0058 (STEP)

GL Account String	Description	New Budget	
		Debit	Credit
12-1xxx-000000-50000-8659	Other Reimb Categorical Allow : District Operations		51,462
12-1xxx-672000-50000-5865	Indirect Costs : District Operations @ 4%	1,979	
12-1xxx-675000-53210-5210	Conference Expenses : Ctr for Intl Trade Dev Office - Travel/conference expenses for two attendees to attend trade mission to the Tokyo International Gift Show, Tokyo, Japan in September 2017. Costs include: Airfare (LAX – Tokyo): \$954/ RT x 2 Hotel (6 nights) GSA max. lodging rate \$254/nt. x 6 = \$1,524/person x 2 Meals and incidentals rate \$209/day x 8 days = \$1,672/per person x 2 Local Transportation: \$200/person x 2 Total per person: \$4,350 x 2 people = \$8,700	8,700	
12-1xxx-684000-53210-5100	Contracted Services : Ctr for Intl Trade Dev Office - Pavilion exhibit space for 10 companies, show organizer (Business Guide Sha, Inc.) to deliver export promotion activities and continued support to participating companies \$33,321 - Interpreters for 3 days \$400 x 10 companies \$4,000 - Marketing and graphics - independent contractor TBD \$2,375	39,696	
12-1xxx-684000-53210-5830	Courier/Delivery Services : Ctr for Intl Trade Dev - shipping costs of materials via int'l. courier or freight forwarder	462	
12-1xxx-684000-53210-5940	Reproduction/Printing Expenses : Ctr for Intl Trade - marketing materials, printing \$2,500 prints x \$0.25/each	625	
	Total 1xxx - CITD STEP (funded)	51,462	51,462

The match required is \$27,710 that consists of 10.5% of project director's salary and benefits at \$15,834 (state-funded project) and unclaimed indirect at \$11,876.

Cash Match - FY 16/17 Lynn Stewart Salary (10.5%)	11,127
Fringe: 24.838 includes PERS 13.888%, OASDHI 6.2%, Medicare 1.45%, Retiree Fund 1.0%, SUI 0.05%, WCI 2.25%, and health insurance and fringe costs	4,707
Waived indirect: 24% of federal direct costs (based on District's federally approved indirect cost rate of 28%)	11,876
Total Match	27,710

SPECIAL PROJECT DETAILED BUDGET #3571

NAME: Next Generation Courseware Challenge Grant - Santa Ana College

FISCAL YEAR: 2016/2017 (Carryover)

CONTRACT TERM: 01/01/2015 - 12/31/2017

CONTRACT AWARD: \$15,000
FY 14/15 Expenses: \$0
FY 15/16 Carryover \$15,000
FY 15/16 Expenses (\$11,663)
FY 16/17 Carryover \$3,337
FY 16/17 Augmentation \$15,000
FY 16/17 Balance \$18,337

PROJECT ADMINISTRATOR: Omar Torres

PROJECT DIRECTOR: Cherylee Kushida

DATE: 5/2/2017

CFDA #: N/A

PRIME SPONSOR: Bill & Melinda Gates Foundation

FISCAL AGENT: Lumen, Inc.

PRIME AWARD #: N/A

SUBAWARD #: SAC-15-011

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
						Debit	Credit
12_3571_000000_10000_8891	Other Local Rev - Special Proj : Santa Ana Co		3,337		18,337		15,000
12_3571_602000_15054_1480	Part-Time Reassigned Time : Distance Educatio	0		2,800		2,800	
12_3571_602000_15054_1483	Beyond Contr - Reassigned Time : Distance Edu	554		3,875		3,321	
12_3571_602000_15054_1485	Int/Sum - Reassigned Time : Distance Edu	500		500		0	
12_3571_602000_15054_3115	STRS - Non-Instructional : Distance Education	263		1,035		772	
12_3571_602000_15054_3325	Medicare - Non-Instructional : Distance Educa	0		104		104	
12_3571_602000_15054_3435	H & W - Retiree Fund Non-Inst : Distance Educ	0		260		260	
12_3571_602000_15054_3515	SUI - Non-Instructional : Distance Education	0		4		4	
12_3571_602000_15054_3615	WCI - Non-Instructional : Distance Education	0		161		161	
12_3571_675000_15054_1480	Part-Time Reassigned Time : Distance Educatio	1,060		3,860		2,800	
12_3571_675000_15054_1483	Beyond Contr - Reassigned Time : Distance Edu	250		4,020		3,770	
12_3571_675000_15054_3115	STRS - Non-Instructional : Distance Education	585		1,137		552	
12_3571_675000_15054_3325	Medicare - Non-Instructional : Distance Educa	61		114		53	
12_3571_675000_15054_3435	H & W - Retiree Fund Non-Inst : Distance Educ	42		286		244	
12_3571_675000_15054_3515	SUI - Non-Instructional : Distance Education	1		4		3	
12_3571_675000_15054_3615	WCI - Non-Instructional : Distance Education	21		177		156	
Total 3571 - Next Generation Courseware Challenge Grant (SAC)		3,337	3,337	18,337	18,337	15,000	15,000

5.1 (3)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: May 15, 2017
Re:	Approval of Sub-Agreement between RSCCD and SCS Engineers for the CalRecycle's Beverage Container Recycling Program Grant	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District was awarded a "CalRecycle's Beverage Container Recycling Program" grant, from the Department of Resources, Recycling and Recovery. The grant requires RSCCD to implement a source separated container recycling program at District facilities, including Santa Ana College, Centennial Education Center, Digital Media Center, Orange County Sheriff's Regional Training Academy, and the District Office.

ANALYSIS

SCS Engineers will oversee the grant administration and management activities adhering to the grant timeline in Exhibit A. The performance of the service contract is January 20, 2017 – June 28, 2019. The total cost will not exceed \$47,500.

NOTE: This item was initially submitted for approval at the April 24, 2017 Board Meeting. However, at that meeting, the Board deferred this item so that staff could respond to several questions that they had. The questions and responses to them are provided below:

What process did you use to select SCS Engineers for submission of this grant?

As they were tasked with part of the development of the solid waste management RFP, SCS brought to my attention a grant opportunity through CalRecycle. Based on their experience with the District, their expertise in the waste management field and the grantor's allowance to select them as a sole source, I moved forward with SCS Engineers.

Did you do an RFP process for these services?

No, CalRecycle allows sole sourcing. They reviewed and approved the sole source justification letter dated March 27, 2017.

Was it their idea to pursue the grant? A Board member asked for clarification about benefits to SCS Engineers.

Yes, of course there were benefits for them however; the bigger benefit is for the District. CalRecycle received 59 applications and awarded 10 grants. Our District was the ONLY CCD that met all of the criteria's and to receive a grant. We were the 4th highest award among California cities and one university. It was noted by CalRecycle that the grant was well written and one of the best they have ever seen.

If there was not an RFP or some type of competitive process, why did you select SCS Engineers?

I selected based on their experience with the District and expertise in the field. The grantor accepted the sole source justification letter, as such a competitive process was not required by CalRecycle.

The project administrator is Peter J. Hardash and the project director is Tracey Conner-Crabbe.

RECOMMENDATION

It is recommended that the Board of Trustees 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:	\$47,500 (grant-funded)	Board Date: May 15, 2017
Prepared by:	Sarah Santoyo, Director of Grants	
Submitted by:	Enrique Perez, J.D., Assistant Vice Chancellor of Educational Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

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

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 16th day of May, 2017, between Rancho Santiago Community College District (hereinafter “RSCCD”) and SCS Engineers (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was awarded a “CalRecycle’s Beverage Container Recycling Program” grant, (hereinafter “Grant”), from the Department of Resources Recycling and Recovery, to implement a source separated beverage container recycling program at the District facilities, including Santa Ana College, Santiago Canyon College, Centennial Education Center, Digital Media Center, Orange County Sheriff’s Regional Training Academy, and the District office.

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 work presented in the grant timeline (*Exhibit A*) and according to the Scope of Work (*Exhibit B*), which by reference are 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 January 20, 2017 through June 28, 2019.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$47,500 USD.

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Budget presented in the Scope of Work (*Exhibit B*) submitted by the

SUBCONTRACTOR and approved by RSCCD, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected, and the outcomes of the Agreement will not be materially affected.

5. Payment

Total payments under this Agreement will not exceed the amount listed above under Article I.3. "Total Costs".

6. Invoices

SUBCONTRACTOR will submit invoices to receive payment for work performed for this Agreement. RSCCD may require back-up documentation, if required for compliance with grant terms and conditions. Invoices should include the Agreement number (refer to footer) and be submitted no more frequently than monthly, and, preferably, at least on a quarterly basis. Invoices should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Tracey Conner-Crabbe
Purchasing
2323 North Broadway
Santa Ana, CA 92706

7. Expenditure of Grant Funds

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

8. Time Extensions

SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

9. Independent Contractor

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

10. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement.

SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state SUBCONTRACTOR guidelines. By entering into

this Agreement SUBCONTRACTOR agrees that it is the direct provider of intended services. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

11. Record Keeping

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

12. Audit

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

13. Mutual Indemnification

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

14. Termination

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

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

15. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

16. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

RSCCD: Rancho Santiago Community College District
Peter J. Hardash, Program Administrator
2323 N. Broadway, Suite 404-1
Santa Ana, CA 92706
(714) 480-7340; Hardash_Peter@rsccd.edu

SUBCONTRACTOR: SCS Engineers
Leslie Lukacs, Project Manager
438 S. Marengo Avenue
Pasadena, CA 91101
Phone: (707) 484-0441
service@www.scsengineers.com

17. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

18. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions, as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

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

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: SCS Engineers

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

Employer/Taxpayer Identification Number (EIN)

Board Approval Date: May 15, 2017

Exhibit A

WORK PLAN

Beverage Container Recycling Grant Program
Fiscal Year 2016–17
RBC 28

Directions: **This is a required application document.** List the major activities, steps or tasks necessary to implement your project, including start and completion dates. Provide a comprehensive timeframe for accomplishing the activities, with start and completion dates, and include 12 months of California Redemption Value volume. Add rows if needed. After you complete this document, save it to your computer and then upload it to the Documents Tab of your application.

Applicant Name: Rancho Santiago Community College District

MAJOR MILESTONE(S)	START DATE	COMPLETION DATE
Quarterly beverage container volume collection and reporting.	Notice to Proceed	Ongoing
Design and distribute flyer campaign.	Notice to Proceed	Ongoing
Rancho Santiago Community College District (District) to meet with consultant to discuss baseline information	Notice to Proceed	April 2017
Consultant to meet with facility managers at Santa Ana College, Santiago Canyon College, Centennial Education	April 2017	April 2017
Order and place beverage container recycling bins	April 2017	May 2017
Consultant to meet with facility managers at Digital Media Center, Sherriff's Academy, District Office and Orange Education Center for baseline data	April 2017	May 2017
Consultant to meet with student groups and sustainability committee to discuss beverage container recycling improvements	April 2017	May 2017
Complete progress report 1 Dec. 2016 - Feb. 2017	May 1, 2017	May 15, 2017
Research and gather price quotes for beverage container recycling bins for 6 campuses and District office	June 2017	July 2017
Develop signage, select stickers, create brochure and guidelines, and develop staff training material on recycling program	June 2017	July 2017
Train facility managers and custodial staff at each location on the beverage container recycling procedures	June 2017	August 2017
Receive and place recycling bins at each campus and District office	June 2017	August 2017
Coordinate beverage container recycling program with waste hauler	June 2017	June 2017
Beverage container recycling at each location begins	June 2017	July 2017
Complete progress report 2 March 2017 - May 2017	June 1, 2017	June 15, 2017

Create database to track beverage container recycling number in pounds and/or volume by material type	July 2017	August 2017
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Progress Report 3 (October – December)	January 1, 2018	January 15, 2018
Progress Report 4 (January – March)	April 1, 2018	April 16, 2018
Progress Report 5 (April – June)	July 1, 2018	July 15, 2018
Progress Report 6 (July – September)	October 1, 2018	October 15, 2018
Progress Report 7 (October – December)	January 1, 2019	January 15, 2019
Progress Report 8 (January – March)	April 1, 2019	April 15, 2019
Start draft final report	May 1, 2019	
Submit draft final report to Grant Manager	June 1, 2019	June 17, 2019
Submit final report and final invoice to Grant Manager		June 28, 2019
Last day to incur costs		June 28, 2019
Grant terminates		June 28, 2019

DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY
(CalRecycle)

Gather information for monthly status reports (narrative, recycling tonnages, program successes and failures, solutions to challenges).	July 2017	May 1, 2019
Evaluate program successes and challenges every other month and make modifications as needed	July 2017	May 1, 2019
Meet with facility managers at the campuses and District office monthly, then quarterly throughout the duration of the grant	July 2017	May 1, 2019
Meet with the Sustainability Committee quarterly to discuss the grant and recycling improvements	July 2017	May 1, 2019
Develop recycling content for the District website.	July 2017	May 1, 2019
Submit quarterly progress report to CalRecycle	July 2017	May 30, 2019
Conduct bin audit at the end of the 2016/2017 school year	July 2017	September 2019 2017
Review recycling program needs and make adjustments for the 2017/2018 school year	August 1, 2017	Sept. 15, 2017
Order additional beverage container recycling bins as needed and place prior to the 2017/2018 school	August 15, 2017	Sept. 30, 2017
Complete progress report 3 June 2017 - August 2017	September 1, 2017	September 15, 2017
Complete progress report 4 Sept. 2017 - November 2017	December 1, 2017	December 15, 2017
Complete progress report 5 Dec. 2017 - Feb. 2018	March 1, 2018	March 15, 2018
Complete progress report 6 March 2018 - May 2018	June 1, 2018	June 15, 2018
Complete progress report 7 June 2018 - August 2018	September 1, 2018	September 15, 201
Complete progress report 8 Sept. 2018 - November 2018	December 1, 2018	December 15, 2018
Complete progress report 9 Dec. 2018 - Feb. 2019	March 1, 2019	March 15, 2019
Complete progress report 10 March 2019 - May 2019	May 15, 2019	May 30, 2019
Start draft final report	May 1, 2019	May 1, 2019
Submit draft final report to grant manager	June 1, 2019	June 15, 2018
Submit final report and invoice to the grant manager	June 15, 2019	June 15, 2019
Last day to incur costs	June 30, 2019	June 30, 2019
Grant terminates	June 30, 2019	June 30, 2019
Progress Report 1 (April – June)	July 1, 2017	July 17, 2017
Progress Report 2 (July – September)	October 1, 2017	October 16, 2017

SCS ENGINEERS

EXHIBIT B

March 13, 2017

Mrs. Tracey Conner-Crabbe
Rancho Santiago Community College District
Director of Purchasing Services
2323 N. Broadway
Santa Ana, CA 92706

Subject: Scope of Work for CalRecycle Beverage Container Grant Services

Dear Mrs. Conner-Crabbe:

Rancho Santiago Community College District (District) has requested a scope of work from SCS to assist with the implementation and management of the CalRecycle Beverage Container Recycling Grant (Grant). The scope of work has been prepared based on our meeting and understanding of the grant application.

BACKGROUND

The District was awarded \$191,200 from CalRecycle's Beverage Container Recycling grant program to implement a source separated beverage container recycling program at the District facilities, including Santa Ana College, Santiago Canyon College, Centennial Education Center, Orange Education Center, Digital Media Center, Orange County Sheriff's Regional Training Academy, and the District office. Due to planned redevelopment of the Orange Education Center, this facility will be removed from the program.

SCOPE OF WORK

Task 1 Grant Administration and Management

SCS will oversee the grant administration and management activities adhering to the grant timeline in **Exhibit A**. Tasks include:

- Serve as primary contact with CalRecycle grant manager.
- Coordinate and direct Grant activities as outlined in the Grant application.
- Monitor and adhere to the Grant schedule, budget, and timeline.
- Prepare quarterly reports and the final report per the revised CalRecycle Beverage Container grant timeline.
- Prepare supporting documentation for Grant, when necessary.
- Obtain approval from CalRecycle grant manager for expenditures.
- Monitor progress toward the Grant goals by utilizing the monthly diversion reports provided by the District's contracted waste hauler.
- Develop a database to track monthly results, and



- Review monthly to determine consistency of beverage container recycling numbers, and to identify any anomalies in order to address any issues promptly.

Task 2 Grant Meetings and Implementation

SCS will manage the following Grant implementation tasks:

- Meet with facility managers at Santa Ana College, Santiago Canyon College, Centennial Education Center, Digital Media Center, Sherriff's Academy, and District Office to gather baseline data and to review recycling program and equipment needs at each campus.
- Implement the beverage container recycling program throughout each of the campuses including classrooms, eating areas, offices, venues, public spaces, etc.
- Oversee the grant and monitor timelines.
- Meet with the Sustainability Committee and/or campus student sustainability groups to provide information on the Grant goals and progress.
- Recommend and order recycling bins for five campuses and District office.
- Receive and place recycling bins at each campus and District office.
- Specify and procure a variety of promotional items in support of the Grant program including stickers, brochure, and guidelines.
- Develop messaging for social media and websites.
- Develop training protocol and train facility managers and custodial staff at each location on the beverage container recycling procedures.
- Coordinate beverage container recycling program with waste hauler.

BUDGET

The estimated fees for SCS to complete the above-described tasks are indicated below and will exceed the below amount. Services will be completed on a time and materials basis. Invoices will be prepared showing a percent complete per task, will be submitted monthly and are to be paid within 30 days. The District must submit to CalRecycle proof of payment for all costs associated with the Grant, in order to obtain reimbursement.

Task	Budget
1. Grant Administration and Project Management	\$12,000.00
2. Grant Meetings and Implementation	\$35,500.00
Total	\$47,500.00

We look forward to continuing our work with the District on the CalRecycle Beverage Container Grant. If you have any questions about the scope or budget, as detailed above, feel free to contact either Michelle Leonard at (626) 792-9593, or Leslie Lukacs at (707) 484-0441.

Sincerely,



Leslie Lukacs
Project Manager
SCS ENGINEERS



Michelle Leonard
Vice President
SCS ENGINEERS

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: May 15, 2017
Re: Approval of Memorandum of Understanding between RSCCD and SAUSD	
Action: Request for Approval	

BACKGROUND

Child Development Services provides child care services for children and families within the district through a contract with the California Department of Education, Early Education and Support Division. The closure of the Orange Educational Center (OEC) impacted the number of children served with this contract. This Memorandum of Understanding minimizes the impact of the OEC closure by providing RSCCD with a classroom at Sepulveda Elementary School that can serve up to 48 children daily.

ANALYSIS

The attached non-financial Memorandum of Understanding between Rancho Santiago Community College District and Santa Ana Unified School District outlines procedural guidelines, program content, and specific roles for preschool services at Sepulveda Elementary School.

RECOMMENDATION

It is recommended that the board approve this Memorandum of Understanding between RSCCD and SAUSD for Preschool Services at Sepulveda Elementary School.

Fiscal Impact: \$186,816	Board Date: May 15, 2017
Prepared by: Janneth Linnell, Executive Director, Child Development Services	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

MEMORANDUM OF UNDERSTANDING
BETWEEN
SANTA ANA UNIFIED SCHOOL DISTRICT
AND
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
FOR THE PROVISION OF
PRESCHOOL SERVICES
FOR CHILDREN AT A SANTA ANA UNIFIED SCHOOL DISTRICT CAMPUS

This non-financial Memorandum of Understanding (MOU) between the Santa Ana Unified School District (SAUSD) and Rancho Santiago Community College District (RSCCD) contains program content, purpose along with specific roles of each entity for the implementation of preschool services at Sepulveda Elementary School.

TERM

The term shall commence on July 1, 2017 and end on June 30, 2022 unless terminated in accordance with this MOU.

PURPOSE

The purpose of this MOU is to establish procedural guidelines for RSCCD to implement preschool program services at an SAUSD facility.

POPULATION TO BE SERVED

RSCCD shall serve up to forty-eight (48) children, ages three (3) to five (5) years old, at Sepulveda Elementary School.

The selection of children shall be based on the California State Preschool Program guidelines and residency within SAUSD boundaries.

GOAL

The goal of this MOU is to improve outcomes for children who reside within the SAUSD boundaries. RSCCD Child Development Services' preschool program shall prepare children to achieve greater success in school and life.

SAUSD RESPONSIBILITIES

SAUSD will:

- A. Provide classroom space and play yard area adequate for forty-eight (48) preschool children that meet Title V, Community Care Licensing (CCL) requirements and all other pertinent health and safety standards.
- B. Assist RSCCD with the recruitment of preschool children within the SAUSD boundaries through

advertisement and referrals.

- C. Provide one (1) nutritious lunch per session, appropriate for the children's age that meets or exceed the United States Department of Agriculture (USDA), Child and Adult Care Food Program (CACFP) guidelines at no cost to RSCCD by reporting the children in existing CACFP contract.
- D. Collaborate with RSCCD Child Development Services to provide cohesive and integrated preschool services.

RSCCD RESPONSIBILITIES

RSCCD shall:

- A. Provide a quality California State Preschool program to children within the SAUSD boundaries.
- B. Utilize California State Preschool Program funds, and any other funds that may become available to operate the preschool program.
- C. Collaborate with SAUSD staff including the Early Childhood Education Department to provide cohesive and integrated preschool services.
- D. Comply with all relevant mandates, laws and regulations such as, the California Department of Social Services Title 22 and California Department of Education, Title 5 regulations related to the California State Preschool Program.

SERVICES

RSCCD shall provide Preschool Services for children ages three (3) to five (5) years in two sessions. The preschool classroom shall serve a maximum of twenty-four (24) children in each session for a total of forty-eight (48) children per day. The staff to child ratio shall be (1 teacher: 24 children) and (1 adult: 8 children).

Services shall be provided as follows:

A. Curriculum

RSCCD shall provide a curriculum to promote developmentally appropriate practices for children using the High Scope Curriculum as a framework.

The curriculum will be used in conjunction with the California Preschool Foundations and Framework to focus on active learning; appropriate adult child interactions; stimulating physical environments; schedules and routines appropriate for preschool children. Standardized authentic child assessment tools will be used by the teachers to assess each child's developmental level and design learning experiences that encourage further development of skills and knowledge.

B. Developmental Screening

RSCCD shall provide a full developmental screening using the Ages and Stages Questionnaire and the Ages and Stages Questionnaire Social Emotional, when appropriate, for each child. The screening shall be conducted within the first quarter of the child's enrollment into the program.

FACILITIES

It is mutually understood that RSCCD shall provide services at the following facility:

Sepulveda Elementary School
1801 South Poplar Street
Santa Ana, CA 92704

USE OF SAUSD PROPERTY

SAUSD intends to permit RSCCD the rent-free use of a classroom for preschool services pursuant to this MOU.

INSURANCE

Both parties shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, property damage and including a contractual liability endorsement with a limit of liability at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate; California Workers' Compensation Insurance on their employees performing any services under this Agreement. Certificates of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement may be requested by either party.

INDEMNIFICATION

All parties to this agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees or volunteers. The provision of the 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

TERMINATION

- A. SAUSD and/or RSCCD may terminate this MOU without penalty immediately with cause or after sixty (60) calendar days' written notice to the other party without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall be defined as any breach of this MOU, any misrepresentation, or fraud on the part of any party. Exercise by SAUSD and/or RSCCD of the right to terminate this MOU shall relieve SAUSD and/or RSCCD of all further obligations under this MOU.
- B. Upon termination, or notice thereof, the Parties agree to cooperate with each other in the orderly transfer of service responsibilities, case records, and pertinent documents.
- C. The obligations of SAUSD and/or RSCCD under this MOU are contingent upon the availability of Federal and/or State funds, as applicable, and inclusion of sufficient funds for the services hereunder in the budget approved by the SAUSD Board of Education and

RSCCD Board of Trustees each fiscal year this MOU remains in effect or operation. In the event that such funding is terminated or reduced, SAUSD and/or RSCCD may immediately terminate or modify this MOU, without penalty. The decision of SAUSD and/or RSCCD shall be binding. SAUSD and/or RSCCD shall provide written notification of such determination. SAUSD and/ or RSCCD shall immediately comply with the decision.

WHEREFORE, the parties hereto have executed the Memorandum of Understanding in the county of Orange.

By: _____
Edmond Heatly, Ed.D.
Deputy Superintendent, Administrative Services
Santa Ana Unified School District

By: _____
Peter Hardash
Vice Chancellor, Operations and Fiscal Services
Rancho Santiago Community College District

Dated: _____

Dated: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: May 15, 2017
Re: Approval of Amendment #1 of the 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. The total grant award was \$165,200.

In support of this grant, the Orange County Superintendent/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 Amendment to the income agreement with Orange County Superintendent of Schools/Orange County Department of Education will extend the term of the agreement into the new academic year and end on June 30, 2018. The extension will allow the Child Development Centers / Lab School's staff access additional support with assessment and technical assistance related to the learning environments in addition to, site specific staff development trainings. The total cost of the income agreement 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 Amendment #1 of the Income Agreement and that the Vice Chancellor, Business Operations / Fiscal Services or his designee be authorized to sign the agreement on behalf of the district.

Fiscal Impact: \$38,00	Board Date: May 15, 2017
Prepared by: Janneth Linnell, Executive Director, Child Development Services	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

AMENDMENT #1
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
INCOME AGREEMENT

The AGREEMENT entered into August 9, 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 CONTRACTOR, is hereby amended as follows:

1.0 Section 2.0 TERM shall be amended to read as follows: SUPERINTENDENT shall commence providing services under this AGREEMENT on September 1, 2016, and end on June 30, 2018, subject to termination as set forth in this AGREEMENT.

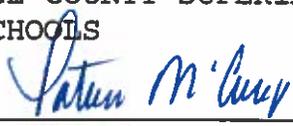
2.0 Except as expressly herein amended, said AGREEMENT shall in all respects be and remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: RANCHO SANTIAGO
COMMUNITY COLLEGE DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

BY: _____
Authorized Signature

BY:  _____
Authorized Signature

PRINT NAME: _____

PRINT NAME: Patricia McCaughey

TITLE: _____

TITLE: Administrator

DATE: _____

DATE: April 26, 2016

RSCCD- Income (43237) Amend1
ZIP4

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: 
Authorized Signature

13 BY: 
Authorized Signature

14 PRINT NAME: Peter J. Hardash

14 PRINT NAME: Patricia McCaughey

15 TITLE: Vice Chancellor
16 Business Operations and Fiscal Services

15 TITLE: Administrator

16 DATE: 9/4/16

16 DATE: August 9, 2016

17
18
19
20 RSCCD- Income (43237) 17
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

Table with 2 columns: PROPOSED SERVICE DESCRIPTION, COST. Rows include: 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 [Handwritten Signature]

DATE 7/11/16

A RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC

May 15, 2017

MANAGEMENT

Appointment

Grant, Madeline A.
Dean, Business Division
Santa Ana College

Effective Start Date: July 1, 2017
Salary Placement: B-7 \$160,437.30/Year
(Requisition #AC16-0576)

Manning, R. Douglas
Dean, Kinesiology, Health & Athletics Division
Santa Ana College

Effective: June 19, 2017
Salary Placement: B-1 \$126,807.39/Year
(Requisition #AC16-0596)

Vakil, David
Dean, Arts, Humanities & Social Sciences Division
Santiago Canyon College

Effective: May 22, 2017
Salary Placement: B-7 \$160,437.30/Year
(Requisition #AC16-0585)

Ratification of Resignation/Retirement

Bryant, Micki
Dean, Counseling Division
Santa Ana College

Effective Last Day: July 7, 2017
Reason: Retirement

Conner-Crabbe, Tracey J.
Director, Purchasing Services
Business Operations & Fiscal Services
District

Effective Last Day: August 1, 2017
Reason: Retirement

Langston, Rhonda L.
Director, Auxiliary Services
Fiscal Services
District

Effective Last Day: May 1, 2017
Reason: Retirement

Wheeler, Mark J.
Facilities Manager
Administrative Services
Santa Ana College

Effective Last Day: May 12, 2017
Reason: Resignation

Leave of Absence

Covarrubias, Deisy
Director, Special Programs
Student Services
Santiago Canyon College

Effective: April 28 – July 21, 2017
Reason: Family Medical Leave (FMLA)
(Concurrent with Maternity Leave)

MANAGEMENT (CONT'D)

Leave of Absence (cont'd)

Davis, Stuart
Director, Information Systems
Information Technologies Services
District

Effective: May 22 – June 23, 2017
Reason: Family Medical Leave (FMLA)

FACULTY

2016/2017 Child Development Center Teachers CSEA Chapter 888 Salary Schedules/Attachments #1-2

Appointment

Carriger, Lisa
Assistant Professor, Nursing
Science, Mathematics & Health
Sciences Division
Santa Ana College

Effective: August 21, 2017
Tentative Salary Placement: II-3 \$59,559.05/Year
(Requisition #AC16-0597)

Chaidez, Maria
Assistant Professor/Counselor
Counseling & Student Support
Services Division
Santiago Canyon College

Effective: July 31, 2017
Final Salary Placement: III-9 \$85,163.39/Year
(Temporary per E.C. 87470 to
Tenure Track/Contract II)
(Requisition #AC17-0608)

Dumon, Dori
Assistant Professor, Business Applications
& Technology
Business Division
Santa Ana College

Effective: August 21, 2017
Tentative Salary Placement: I-3 \$55,433.76/Year
(Requisition #AC16-0595)

Murphy, Ryan
Assistant Professor, English
Art, Humanities & Social Sciences Division
Santiago Canyon College

Effective Start Date: August 21, 2017
Tentative Salary Placement: VII-3 \$73,332.29/Year
(Requisition #AC16-0583)

Sanchez, Sandra
Assistant Professor, Biology
Mathematics & Sciences Division
Santiago Canyon College

Effective Start Date: August 21, 2017
Tentative Salary Placement: IV-3 \$65,022.26/Year
(Requisition #AC16-0586)

Valdos, Yanina
Assistant Professor, Anthropology-Physical
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Effective: August 21, 2017
Tentative Salary Placement: III-3 \$62,291.19/Year
(Requisition #AC16-0584)

FACULTY (CONT'D)

Ratification of Resignation/Retirement

Huynh-Dang, KC
Professor, Pharmacy Technology
Human Services & Technology Division
Santa Ana College

Effective: April 30, 2017
Reason: Deceased

Shigematsu, Ted
Professor, Philosophy
Humanities & Social Sciences Division
Santa Ana College

Effective Last Day: June 8, 2017
Reason: Retirement

Ratification of Layoff

Daniels, Alisa
Master Teacher
SAC Early Childhood Education Center
Child Development Services
District

Effective Last Day: March 22, 2017
Reason: Medical Layoff

Adjusted 2015/2016 Contract Extension Rate

Lockhart, Ann
Associate Professor/Counselor/Coordinator
CARE/CalWORKS
Extended Opportunities Programs & Services
Student Services
Santa Ana College

Effective: June 9, 2016
Contract Extension: 1 Days
From: \$441.51/Day
To: \$458.62/Day

Adjusted 2016/2017 Contract Extension Days

Nguyen, Michael T.
Professor/Coordinator
Business Applications/Academic
Computer Center
Business Division
Santa Ana College

Effective: July 1, 2016 – June 30, 2017
From: 23 Contract Extension Days
To: 47 Contract Extension Days
Contract Extension Rate: \$491.13/Day

2016/2017 Contract Extension Days

Coffman, Jodi
Professor/Counselor
Counseling Division
Santa Ana College

Effective: June 12, 2017
Contract Extension: 3 Days
Contract Extension Rate: \$550.32/Day

FACULTY (CONT'D)

2016/2017 Contract Extension Days (cont'd)

Lockhart, Ann
Associate Professor/Counselor/Coordinator
CARE/CalWORKS
Extended Opportunities Programs & Services
Student Services
Santa Ana College

Effective: June 12, 2017
Contract Extension: 3 Days
Contract Extension Rate: \$463.49/Day

Mathis, Jane
Associate Professor/Counselor
Extended Opportunities Programs & Services
Student Services
Santa Ana College

Effective: June 12, 2017
Contract Extension: 3 Days
Contract Extension Rate: \$463.49/Day

Nguyen, Madeleine
Professor/Counselor
Extended Opportunities Programs & Services
Student Services
Santa Ana College

Effective: June 12, 2017
Contract Extension: 3 Days
Contract Extension Rate: \$536.14/Day

2016/2017 Additional Contract Extension Days

Shields, Jolene
Associate Professor/Coordinator, Adult Basic
Education/High School Subjects
Continuing Education Division
Centennial Education Center
Santa Ana College

Effective: May 30 – June 30, 2017
Additional Contract Extension: 4 Days
Contract Extension Rate: \$452.80/Day

Stipend

Aguilar Beltran, Maria
Associate Professor/Counselor/
Coordinator, Assessment Center
Counseling Division
Santa Ana College

Effective: April 28, 2017
Amount: \$4,000.00
Reason: Basic Skills/Other General Support Services
(Project #2058)

Bailey, Denise
Associate Professor, Chemistry
Mathematics & Sciences Division
Santiago Canyon College

Effective: April 22, 2017
Amount: \$250.00
Reason: Staff Development (Project #2501)

FACULTY (CONT'D)

Stipend (cont'd)

Bassett, Dana
Professor, English
Humanities & Social Sciences Division
Santa Ana College
Effective: May 1, 2017
Amount: \$200.00
Reason: Basic Skills/English
(Project #2058)

Bradley, Kyle
Assistant Professor, Math
Science, Math & Health Sciences Division
Santa Ana College
Effective: May 1, 2017
Amount: \$1,500.00
Reason: Basic Skills/Curriculum Development
(Project #2058)

Breeden, Emma
Assistant Professor, Psychology
Arts, Humanities & Social Sciences Division
Santiago Canyon College
Effective Date: April 22, 2017
Amount: \$250.00
Reason: Staff Development (Project #2501)

Carrion, Rodolfo
Professor/Counselor
Extended Opportunities Programs & Services
Counseling & Student Support Services Division
Santiago Canyon College
Effective Date: April 22, 2017
Amount: \$250.00
Reason: Staff Development (Project #2501)

Engstrom, Vanessa
Assistant Professor, Geography
Arts, Humanities & Social Sciences Division
Santiago Canyon College
Effective Date: April 22, 2017
Amount: \$250.00
Reason: Staff Development (Project #2501)

Escobar, Dora
Assistant Professor/Counselor
Counseling & Student Support Services Division
Santiago Canyon College
Effective: April 22, 2017
Amount: \$250.00
Reason: Staff Development (Project #2501)

Graham, Song Nguyet
Assistant Professor/Counselor
Counseling & Student Support Services Division
Santiago Canyon College
Effective Date: April 22, 2017
Amount: \$250.00
Reason: Staff Development (Project #2501)

Martino, Danielle
Professor, Astronomy
Mathematics & Sciences Division
Santiago Canyon College
Effective: April 22, 2017
Amount: \$250.00
Reason: Staff Development (Project #2501)

FACULTY (CONT'D)

Stipend (cont'd)

Ro, Kelly Effective: May 1, 2017
Assistant Professor, Math Amount: \$1,500.00
Science, Math & Health Sciences Division Reason: Basic Skills/Curriculum Development
Santa Ana College (Project #2058)

Roe, Maureen Effective Date: April 22, 2017
Professor, English Amount: \$250.00
Arts, Humanities & Social Sciences Division Reason: Staff Development (Project #2501)
Santiago Canyon College

Tragarz, Roberta Effective Date: April 22, 2017
Professor, English Amount: \$250.00
Arts, Humanities & Social Sciences Division Reason: Staff Development (Project #2501)
Santiago Canyon College

Sweeney, George Effective: April 28, 2017
Associate Professor/Coordinator, Math/ Amount: \$4,000.00
Student Equity Reason: Basic Skills/Other General Support Services
Science, Math & Health Sciences Division (Project #2058)
Santa Ana College

Vu, Vivien Effective Date: April 22, 2017
Assistant Professor/Counselor Amount: \$250.00
Disabled Students Programs & Services Division Reason: Staff Development (Project #2501)
Student Services
Santiago Canyon College

Walczak, Katharine Effective: April 28, 2017
Assistant Professor/Coordinator, Learning Skills Amount: \$3,000.00
Humanities & Social Sciences Division Reason: Curriculum Development (Project #2058)
Santa Ana College

Adjusted Column Change

Fernandez, Juan M. Effective: August 22, 2016
Instructor, Chemistry From: III-5 \$67.47/\$60.72
Mathematics & Sciences Division To: IV-5 \$70.84/\$63.76
Santiago Canyon College

FACULTY (CONT'D)

Part-time Hourly New Hires/Rehires

Atayan, Sami Z. Effective: May 8, 2017
Instructor, Vocational/Business Skills Hourly Lecture Rate: I-3 \$47.94
Continuing Education Division (CEC)
Santa Ana College

Brathwaite, Jamaal E. Effective: May 30, 2017
Instructor, Criminal Justice/Arrest Control Hourly Lecture/Lab Rate: II-3 \$58.29/\$52.46
Human Services & Technology Division
Santa Ana College

Curilli, Christelle D. Effective: August 28, 2017
Instructor, French Hourly Lecture Rate: II-3 \$58.29
Humanities & Social Sciences Division
Santa Ana College

D'Ignazio, Ralph F. Effective: August 28, 2017
Instructor, Music Hourly Lecture/Lab Rates: II-3 \$58.29/\$52.46
Fine & Performing Arts Division
Santa Ana College

Hazelton, Kasey D. Effective: April 24, 2017
Instructor, Health & Safety (equivalency) Hourly Lecture Rate: I-3 \$47.94
Continuing Education Division (OEC)
Santiago Canyon College

Kwong, Tiffany C. Effective: July 1, 2017
Instructor, Physics (Upward Bound Program) Hourly Lecture Rate: III-3 \$50.38
Continuing Education Division (CEC)
Santa Ana College

Maldonado, Carmen Effective: April 24, 2017
Instructor, Parent Education Hourly Lecture Rate: I-3 \$47.94
Continuing Education Division (CEC)
Santa Ana College

Maldonado, Jesus Colon Effective: May 30, 2017
Instructor, Criminal Justice/Correction Services Hourly Lecture/Lab Rates: I-3 \$55.51/\$49.96
Human Services & Technology Division
Santa Ana College

FACULTY (CONT'D)

Non-paid Instructors of Record

Khan, Tehmina A. Effective: April 25, 2017
Instructor, Vocational/Medical
Continuing Education Division (OEC)
Santiago Canyon College

Knacke, Cody R. Effective: April 25, 2017
Instructor, Vocational/Business Applications
& Computer Software Applications
Continuing Education Division (OEC)
Santiago Canyon College

Meyer, Tad M. Effective: March 28, 2017
Instructor, High School Subjects
Continuing Education Division (OEC)
Santiago Canyon College

Salamah, Irini E. Effective: April 17, 2017
Instructor, High School Subjects/ABE/GED
Continuing Education Division (OEC)
Santiago Canyon College

Rancho Santiago Community College District
2016/2017 PERMANENT ANNUAL SALARY SCHEDULE
CHILD DEVELOPMENT CENTER TEACHERS
CHAPTER 888
Effective July 1, 2016

TEACHER

STEP	ASSOCIATE TEACHER	PERMIT	AA	BA
1	\$23,877.73	\$31,223.33	\$32,786.41	\$34,425.68
2	\$24,626.55	\$32,035.44	\$33,596.41	\$35,235.67
3	\$25,375.39	\$32,847.57	\$34,409.59	\$36,048.86
4	\$26,122.06	\$33,660.76	\$35,220.64	\$36,859.91
5	\$26,871.98	\$34,470.74	\$36,031.70	\$37,672.03
6	\$27,620.80	\$35,283.93	\$36,844.88	\$38,484.15
7	\$28,367.46	\$36,096.05	\$37,655.94	\$39,296.27
8	\$29,117.37	\$36,907.11	\$38,469.13	\$40,108.40
9	\$29,864.05	\$37,719.24	\$39,279.12	\$40,919.46
10	\$30,612.88	\$38,530.29	\$40,091.24	\$41,731.59
11	\$31,359.56	\$39,343.49	\$40,905.51	\$42,543.70
12	\$32,109.46	\$40,154.54	\$41,716.56	\$43,353.68

MASTER TEACHER

STEP	AA	BA	MA
1	\$37,939.16	\$39,835.90	\$41,829.20
2	\$38,786.69	\$40,683.44	\$42,673.50
3	\$39,633.13	\$41,530.97	\$43,521.03
4	\$40,479.60	\$42,377.42	\$44,368.56
5	\$41,328.19	\$43,224.94	\$45,217.16
6	\$42,175.72	\$44,072.46	\$46,063.61
7	\$43,022.18	\$44,918.91	\$46,911.15
8	\$43,868.63	\$45,764.30	\$47,758.67
9	\$44,716.16	\$46,613.98	\$48,605.13
10	\$45,562.62	\$47,461.52	\$49,452.65
11	\$46,412.29	\$48,307.96	\$50,300.18
12	\$47,260.89	\$49,155.48	\$51,145.57

The annual rate will be paid in 12 equal monthly payments. A \$300/month stipend will be paid to the employee who serves in the capacity of Assistant Director. A \$500/month stipend will be paid to the employee who serves in the capacity of Site Supervisor.

Rancho Santiago Community College District
2016/2017 PERMANENT HOURLY SALARY SCHEDULE
CHILD DEVELOPMENT CENTER TEACHERS
CHAPTER 888
Effective July 1, 2016

TEACHER

STEP	ASSOCIATE TEACHER	PERMIT	AA	BA
1	\$14.42	\$18.86	\$19.80	\$20.79
2	\$14.87	\$19.34	\$20.29	\$21.27
3	\$15.32	\$19.84	\$20.78	\$21.77
4	\$15.77	\$20.33	\$21.27	\$22.26
5	\$16.23	\$20.81	\$21.76	\$22.75
6	\$16.68	\$21.31	\$22.25	\$23.24
7	\$17.13	\$21.80	\$22.74	\$23.73
8	\$17.58	\$22.28	\$23.23	\$24.22
9	\$18.03	\$22.78	\$23.72	\$24.71
10	\$18.48	\$23.27	\$24.21	\$25.20
11	\$18.94	\$23.76	\$24.71	\$25.69
12	\$19.39	\$24.25	\$25.19	\$26.18

MASTER TEACHER

STEP	AA	BA	MA
1	\$22.92	\$24.05	\$25.26
2	\$23.42	\$24.57	\$25.77
3	\$23.93	\$25.08	\$26.28
4	\$24.45	\$25.59	\$26.79
5	\$24.95	\$26.10	\$27.30
6	\$25.47	\$26.62	\$27.82
7	\$25.98	\$27.12	\$28.33
8	\$26.49	\$27.64	\$28.84
9	\$27.00	\$28.15	\$29.35
10	\$27.52	\$28.67	\$29.87
11	\$28.02	\$29.17	\$30.37
12	\$28.54	\$29.68	\$30.89

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET
CLASSIFIED
MAY 15, 2017

CLASSIFIEDNew Appointment

Alejandrino, Leif Technical Specialist I (CL16-0893) ITS/ District	Effective: April 24, 2017 Grade 13, Step 1 \$49,504.97
Ayers, Alicia Senior Account Clerk (CL16-0884) Orange Education Center /SCC	Effective: April 28, 2017 Grade 10, Step 5 \$52,015.61
Harvey, Elizabeth Administrative Secretary (CL17-0918) DSPS/ SAC	Effective: April 24, 2017 Grade 12, Step 1 \$47,032.94
Mora, Francisco Administrative Clerk (CL16-0901) Orange Education Center /SCC	Effective: April 10, 2017 Grade 10, Step 1 + 2.5%Bil \$43,853.72

Out of Class Assignment

Hill, Diane Administrative Secretary/ Risk Management/District	Effective: 04/03/17 – 06/30/17 Grade 12, Step 6 + 2.5%L \$61,590.56
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Change in Position

Cadotte, Angela From: Payroll Specialist To: Senior Payroll Specialist (CL17-0940) Payroll, District	Effective: April 26, 2017 Grade 12, Step 6 + 2.5%L \$61,590.56
Gallegos, Nicole From: Instructional Center Tech To: Student Services Coord. (CL17-0913) Continuing Ed./ CEC	Effective: April 24, 2017 Grade 15, Step 1 + 2PG (1000) \$56,105.65

Change in Position cont'd

Vasquez, Liliana Administrative Clerk/ Continuing Ed./ OEC	Effective: March 20, 2017 Grade 10, Step 1 + 2.5%Bil \$43,853.72 <i>Correct start date</i>
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Change in Salary Placement

Pleitez, Roxana Sr. Account Clerk/ Fiscal Services/ District	Effective: May 1, 2017 Grade 10, Step 2 + 2PG (1000) \$45,947.16 <i>Correction</i>
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Longevity Increment

Lusk, Eugenia Executive Secretary/ Admin. Services/ SAC	Effective: April 1, 2017 Grade 14, Step 6 + 5%L \$69,987.40
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CLASSIFIED HOURLY

New Appointments

Duenez, Joe Administrative Clerk (CL16-0883) Orange Education Center/ SCC	Effective: April 17, 2017 19 Hours/Week 12 Months/Year Grade 10, Step A + 2.5%Bil \$21.01/Hour
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Maldonado, Vanessa Instructional Assistant (CL17-0919) Orange Education Center /SCC	Effective: April 25, 2017 Up to 19 Hours/Week School Session Grade 5, Step A \$16.78/Hour
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Small, James Instructional Assistant (CL17-0919) Orange Education Center /SCC	Effective: April 24, 2017 Up to 19 Hours/Week School Session Grade 5, Step A \$16.78/Hour
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Suzuki, Miya General Office Clerk (CL17-0931) Science & Math/ SAC	Effective: April 25, 2017 19 Hours/Week 12 Months/Year Grade 3, Step A \$15.74/Hour
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Tinoco, Rebecca Instructional Assistant (CL17-0912) Science & Math/ SAC	Effective: April 24, 2017 Up to 19 Hours/Week School Session Grade 5, Step A \$16.78/Hour
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Williams, Nicholas Instructional Assistant (CL17-091) Orange Education Center /SCC	Effective: April 24, 2017 Up to 19 Hours/Week School Session Grade 5, Step A \$16.78/Hour
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Change in Position

Hirose, Herlinda
From: Administrative Clerk
To: Sr. Account Clerk (C116-0762)
Continuing Ed./ OEC

Effective: April 24, 2017
19 Hours/Week 12 Months/Year
Grade 10, Step A \$20.49/Hour

Temporary to Hourly Ongoing

Hirose, Herlinda
Administrative Clerk (CL16-0883)
Orange Education Center / SCC

Effective: April 17, 2017
19 Hours/Week 12 Months/year
Grade 10, Step A + 2.5%Bil \$21.01/Hour

Montanez, Hortensia
Counseling Assistant (CL16-0885)
Orange Education Center /SCC

Effective: April 17, 2017
19 Hours/Week 12 Months/Year
Grade 5, Step A + 2.5%Bil \$17.20/Hour

Morones, Griselda
High School Comm. Outreach Spec.
(CL17-0924) Student Services/ SCC

Effective: April 24, 2017
19 Hours/Week 12 Months/Year
Grade 13, Step A \$23.71/Hour

TEMPORARY ASSIGNMENT

Diaz, Mario
Instructional Assistant/ Student Services/
SCC

Effective: 05/16/17 – 06/30/17

Gee, Paul
Learning Facilitator/ Science & Math/ SAC

Effective: 05/16/17 – 06/23/17

Leon, David
Instructional Assistant/ Student Services/
SAC

Effective: 05/16/17 – 06/30/17

Lewis, Mariah
Instructional Assistant/ Student Services/
SAC

Effective: 05/16/17 – 06/30/17

Nieto, Mario
Custodian/ Fiscal Services/ DO

Effective: 05/16/17 - 06/30/17

Santiago, Itzhel
Instructional Assistant/ Student Services/
SAC

Effective: 05/16/17 – 06/30/17

Additional Hours for Ongoing Assignment

Demar, John Learning Facilitator/ Humanities & Soc. Sci./ SAC	Effective: 02/13/17 – 06/30/17 Not to exceed 19 consecutive work days in any given period.
Nihei, John Instructional Assistant/ Math & Science/ SCC	Effective: 12/01/16 – 06/30/17 Not to exceed 19 consecutive work days in any given period.
Rivera, Elke Senior Clerk/ Humanities & Soc. Sci./ SAC	Effective: 04/17/17 – 06/30/17 Not to exceed 19 consecutive working days in any given period.
Torres Medina, Joa'n Learning Facilitator/ Humanities & Soc. Sci./ SAC	Effective: 01/09/17 – 06/30/17 Not to exceed 19 consecutive working days in any given period.

Substitute Assignments

Mendez, Mayra General Office Clerk/ Admin. Services/ SAC	Effective: 03/24/17 - 03/24/17
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MISCELLANEOUS POSITIONS

Bentz, Maria E. Model/ Fine & Performing Arts/ SAC	Effective: 05/01/17 – 06/30/17
Haller, Ethan Coaching Assistant/ Kinesiology/ SAC	Effective: 04/18/17

Instructional Associates/Associate Assistants

Criminal Justice Cuzynski, Carolyn	Effective: 05/16/17
McMillan, Andrew	Effective: 05/16/17
Pracanica, John	Effective: 05/16/17
Fire Technology Baker, Pat	Effective: 05/16/17

COMMUNITY SERVICE PRESENTERS
Stipends Effective March 11 – April 10, 2017

Burns, Brigitte	Amount: \$ 28.20
Jackson, Michelle	Amount: \$ 306.44
Krusemark, Leeanne	Amount: \$ 209.43
Reick, Jane	Amount: \$ 74.45
Steffens, John	Amount: \$ 280.00
Varela, Karen	Amount: \$ 368.10

SANTA ANA COLLEGE
STUDENT ASSISTANT LIST

Castelan, Odalis Y.	Effective: 04/19/17-06/30/17
Gomez, Cesar	Effective: 05/01/17-06/30/17
Rodriguez, Isaac A.	Effective: 04/17/17-06/30/17
Rodriguez, Lorena	Effective: 04/17/17-06/30/17
Trujillo, Crystal S.	Effective: 04/17/17-06/30/17
Stipends	
Ortiz, Lucina	Counseling: S4S Peer Mentor
\$1300.00 One Time Stipend Fall 2016	Effective: 08/22/16-12/09/16

SANTIAGO CANYON COLLEGE
STUDENT ASSISTANT NEW HIRE LIST

Garfias Diaz, Anayeli	Effective: 04/17/2017-06/30/2017
Moore, David Ryan	Effective: 05/02/2017-06/30/2017
Schenker, Zachary A.	Effective: 05/03/2017-06/30/2017
Taylor, Melia	Effective: 05/02/2017-06/30/2017

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources

To:	Board of Trustees	Date: May 15, 2017
Re:	Approval of Public Disclosure of Collective Bargaining Agreement between the Rancho Santiago Community College District and CSEA Chapter 888 (Child Development Teachers)	
Action:	Request for Approval	

BACKGROUND

The District and the California School Employees Association (CSEA) have reached tentative agreement for the 2016-17 fiscal year. The tentative agreement was ratified by the CSEA Chapter 888 membership on April 24, 2017.

ANALYSIS

The proposed agreement is presented to the Board of Trustees for approval. The fiscal implications of the proposed contract is presented on the attached disclosure.

RECOMMENDATION

It is recommended that the Board of Trustees approve the agreement with the California School Employees Association, Chapter 888 for the period of July 1, 2016 through June 30, 2017.

Fiscal Impact: As presented on attached disclosure	Board Date: May 15, 2017
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	

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213) and Gov. Code 3547.5

Rancho Santiago Community College District

Name of Bargaining Unit: CSEA Chapter 888

The proposed agreement covers the period beginning July 1, 2016 and ending June 30, 2017
and will be acted upon by the Governing Board at its meeting on May 15, 2017

A. Proposed Change in Compensation

Compensation		Fiscal Impact of Proposed Agreement			
		Current Year 2016-17	Year 2 2017-18	Year 3 2018-19	
1.	Step and Column - Increase (Decrease) Due to movement plus any changes due to settlement	Cost (+/-)	\$22,921	\$0	\$0
2.	Salary Schedule Increase (Decrease)	Cost (+/-) 1.06% 0.50%	\$14,545 \$7,133	\$0 %	\$0 %
3.	Other Compensation - Increase (Decrease) (Stipends, Bonuses, etc.) FRINGE BENEFITS	Cost (+/-)	\$0	\$0 %	\$0 %
4.	Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	Cost (+/-)	\$7,729	\$0 %	\$0 %
5.	Health/Welfare Plan - Increase (Decrease)	Cost (+/-)	\$0	\$0 %	\$0 %
6.	Total Compensation - Increase (Decrease) (Total Lines 1 - 5)	Cost (+/-)	\$52,327	\$0 %	\$0 %
7.	Total Number of Represented Employees		33	0	0
8.	Total Compensation Cost for Average Employee - Increase (Decrease)	Cost (+/-)	\$1,586	#DIV/0!	#DIV/0! %
9.	Total Compensation %		3.17%		

Please include comments and explanations as necessary: 1.06% on-schedule salary increase retroactive to 07/01/2016. 0.5% off-schedule salary increase retroactive to 07/01/2016.

B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development days, teacher prep time, etc.)

Calendar schedules for all work sites

Language regarding voluntary transfers (9.2)

Language regarding professional responsibility and workload (Article 12)

Language regarding planning and assessment (8.3.2)

C. What are the specific impacts on instructional and support programs to accommodate settlement? Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations?

None

D. What contingency language is included in the proposed agreement (reopeners, etc.)?

None

E. Source of Funding for Proposed Agreement

1. Current Year

Child development allocation, federal grant funds and fees.

2. How will the ongoing cost of the proposed agreement be funded in future years?

Child development allocation, federal grant funds and fees.

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)

NA

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	N/A
b. State Standard Minimum Reserve Percentage for this District	N/A
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$50,000 for a district with less than 1,001 ADA)	N/A

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	N/A
b. General Fund Budgeted Unrestricted Unappropriated Amount	N/A
c. Special Reserve Fund (J-207) Budgeted Designated for Economic Uncertainties	N/A
d. Special Reserve Fund (J-207) Budgeted Unappropriated Amount	N/A
e. Article XIII B Fund (J-241) Budgeted Designated for Uncertainties	N/A
f. Article XIII B Fund (J-241) Budgeted Unappropriated Amount	N/A
g. Total District Budgeted Unrestricted Reserves	N/A

3. Do unrestricted reserves meet the standard minimum reserve amount? Yes No

G. Certification

<p>The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and GC 3547.5</p>	
<p>_____</p> <p>District Chancellor</p>	<p>_____</p> <p>Date</p>

Tentative Agreement
between
RSCCD
and
CSEA and its Chapter #888

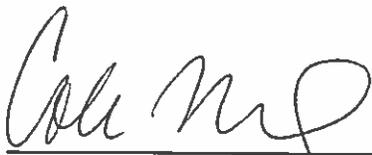
California School Employees Association (CSEA) and the Rancho Santiago Community College District (District) agree to the following as the complete understanding between the parties regarding Collective Bargaining Agreement negotiations 2016-17 including changes in the following articles. Specifically;

1. Article 8 Wages and Hours

- a. 1.06% on schedule retroactive to July 1st, 2016.
- b. .5% off schedule retroactive to July 1st, 2016.
- c. Calendar schedules for all work sites
- d. Planning and assessment

2. Article 9 Transfers

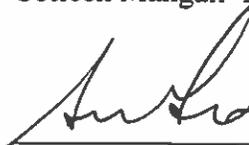
3. Article 21 Professional Responsibility and Workload.

 3/15/17

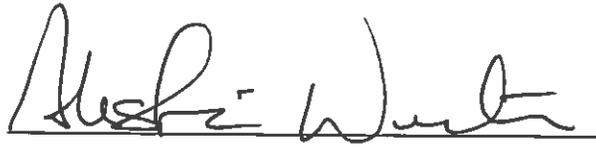
Colleen Mangali President 888

 3/15/17

Judy Chitlik Vice Chancellor HR RSCCD

 3-15-17

Guillermo Santucci LRR CSEA

 3/15/17.

Alistair Winter Asst. Vice Chancellor HR RSCCD

**TENTATIVE AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA #888) and its
RSCCD - CHILD DEVELOPMENT CENTERS - CHAPTER #888**

March 15, 2017

**CONTRACT REVISIONS
ARTICLE 8
WAGES AND HOURS**

- 8.2.1 The instructional calendar shall consist of 212 days.
- 8.2.2 Individual site calendars will be developed reflecting site and/or program needs.
- 8.2.3 ~~Individual Master Teacher/Teacher assignments will be determined by employee request, subject to site supervisor/director approval.~~ Unit employees may request a reduction in the number of contract days they are assigned and if approved, shall have their salary adjusted proportionately.
- 8.2.4 Any days worked in addition to the contract days specified in 8.2.1 shall be compensated on an hourly basis.
- 8.2.5 The District will notify CSEA whenever there are changes to the instructional calendar that would impact the operation of the individual centers and require changes in the work days for unit members. Any changes or adjustments shall require negotiations prior to implementation.

8.3 Hours

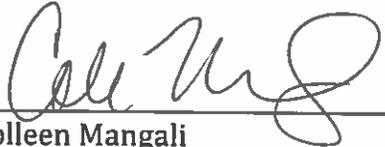
8.3

Individual Master Teacher/Teacher assignments will be determined by employee request, subject to site supervisor/director approval.

- 8.3.1 The Director/Site Supervisor of each Center will be responsible for assigning work schedules and duties including lunch and rest periods with consideration for the needs of the children and the individual needs of the employee. **Lunch breaks will occur either an hour before or after the midpoint of an employee's shift.**

8.3.2

Members with a caseload of 6-10 children will have 3.5 hours per week of time without children for planning and assessment activities. Members with a caseload of 11-30 children will have 5 hours per week without children for planning and assessment activities, while members with a caseload of 31-50 children will have 7.5 hours per week without children for planning and assessment activities. If circumstances prevent a unit member from receiving this allotted time, management will make every effort to provide an alternative time to complete planning and assessment activities. **If the workweek is reduced due to District holidays, this time will be prorated accordingly for all members.**

 3/15/17

Colleen Mangali Date
Chapter President for RSCCD CDC 888

 3/15/17

Judy Chitlik Date
Vice Chancellor Human Resources

 3-15-17

Guillermo Santucci Date
CSEA Labor Relations Representative

TENTITIVE AGREEMENT BETWEEN
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)
AND ITS CDC CHAPTER 888
AND
THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (DISTRICT)

March 1, 2017

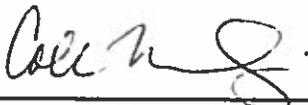
ARTICLE 9
TRANSFERS

9.2. Voluntary Transfers

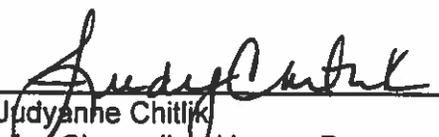
By June 30th of each year, a unit member interested in transferring to another site for the following school program year will shall submit a transfer request to the Executive Director of Child Development Services to be considered for the upcoming program year. ~~As vacancies become available, the District will first review the submitted transfer request on file for members fulfilling the position requirements. If none are found, the District will post open position. If no request(s) are on file or if the request does not meet the position requirements, the District will be free to proceed at their discretion with implementing Article 9.3. or posting the vacancy externally.~~

~~9.2.1 District agrees it shall seek voluntary transfers prior to requiring an involuntary transfer. If there are no volunteers, involuntary transfers will be assigned beginning with the least senior employee who meets the position requirements.
Withdrawn/striking~~

~~9.2.2~~ **9.2.1** A unit member may only transfer from one site to another one time during the academic year.

 3/1/17

Colleen R. Mangali Date
Chapter President for RSCCD CDC 888

 3/1/17

Judyanhe Chitlik Date
Vice Chancellor, Human Resources

 3-1-17

Guillermo Santucci Date
CSEA Labor Relations Representative

**TENTATIVE AGREEMENT
BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (District)
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA #888) and its
RSCCD -- CHILD DEVELOPMENT CENTERS - CHAPTER #888**

March 15, 2017

This tentative agreement is between the District and CSEA Chapter 888, with regards to the mandatory assigned events and professional responsibility dates for the 2016-17 academic year.

Both parties agree to the dates outlines below. Members who do not work their selected event will be required to work an additional event selected by their administrator.

SAC-East
September 30, 2016
April 29, 2017
SAC
October 21, 2016
SCC
April 28, 2017
CEC
November 1, 2016
Valley
March 30, 2017
June 17, 2017
EHS-DO
April 22, 2017
June 17, 2017
Sepulveda
September 1, 2016
April 27, 2017


 _____ 3/15/17
 Colleen Mangali Date
 Chapter President for RSCCD CDC 888


 _____ 3/15/17
 Judy Chitlik Date
 Vice Chancellor Human Resources


 _____ 3-15-17
 Guillermo Santucci Date
 CSEA Labor Relations Representative

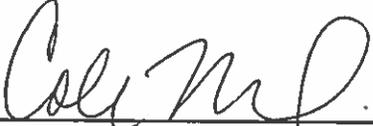
**TENTATIVE AGREEMENT
BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (District)
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA #888) and its
RSCCD -- CHILD DEVELOPMENT CENTERS - CHAPTER #888**

March 15, 2017

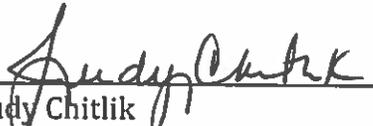
This tentative agreement is between the District and CSEA Chapter 888, with regards to changes in the 2017-18 Child Development Services Work Calendar for staff assigned to centers located within the Santa Ana Unified School District's school sites (RSCCD at Valley High School Early Childhood Education Center and RSCCD at Sepulveda Elementary School Child Development Center). The changes address discrepancies between the agreed upon 2017-18 Child Development Services Work Calendar and the Santa Ana Unified School District's operational calendar that necessitate site closures.

Both parties agree to have the staff assigned to the centers located within the Santa Ana Unified School District's school sites to exchange the days outlined below from the 2017-18 Child Development Services Work Calendar. The number of work days will remain the same. Any additional days of operation for summer school childcare services at Valley High School Early Childhood Development Center will be address by offering beyond contract days to staff, with priority for currently assigned staff.

Calendar Changes	
New Non-Work Days	New Work Days
July 20-28	August 9-18
October 20 and 31	November 20-21
	December 18-21
February 12	February 16
March 16	March 30
June 11-15	

 3/15/17

 Colleen Mangali Date
 Chapter President for RSCCD CDC 888

 3/15/17

 Judy Chitlik Date
 Vice Chancellor Human Resources

 3-15-17

 Guillermo Santucci Date
 CSEA Labor Relations Representative

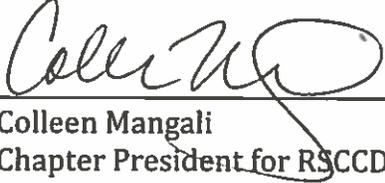
**TENTATIVE AGREEMENT
 BETWEEN
 RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)
 AND
 CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA #888) and its
 RSCCD – CHILD DEVELOPMENT CENTERS – CHAPTER #888**

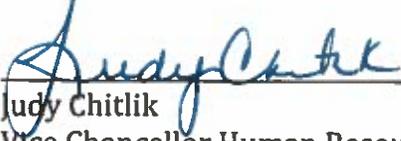
March 15, 2017

This tentative agreement is between the District and CSEA Chapter 888, with regards to a (partial list) of mandatory assigned events and professional responsibility dates for the 2017-18 academic year.

Both parties agree to the dates outlines below. Members who do not work their selected event will be required to work an additional event selected by their administrator.

SAC
July 8, 2017
SCC
July 8, 2017
CEC
July 15, 2017


 _____ 3/15/17
 Colleen Mangali Date
 Chapter President for RSCCD CDC 888


 _____ 3/15/17
 Judy Chitlik Date
 Vice Chancellor Human Resources


 _____ 3-15-17
 Guillermo Santucci Date
 CSEA Labor Relations Representative

**TENTATIVE AGREEMENT
BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (District)
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA #888) and its
RSCCD -- CHILD DEVELOPMENT CENTERS - CHAPTER #888**

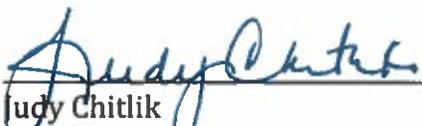
February 24, 2017

This Memorandum of Understanding is between the District and CSEA Chapter 888, with regards to the Child Development Service 2017-18 Work Calendar. It is understood that during the first work week in August, two days will be set aside for classroom set-up. During that time a site-specific meeting, not to exceed two hours, will be held.

Both parties agree to the Child Development Services 2017-18 Work Calendar detailed below.

July 2017							August 2017							September 2017																
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S										
						1	6	7	8	9	10	11	12	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		
2	X		4	X	X	X	8	13	14	15	16	17	18	19	3	4	X	X	X	X	X	X	X	X	X	X	X	X	X	
9	X	X	X	X	X	X	15	20	X	X	X	X	X	X	26	10	X	X	X	X	X	X	X	X	X	X	X	X	X	X
16	X	X	X	X	X	X	22	27	X	X	X	X	X	X	17	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
23	X	X	X	X	X	X	29							24	X	X	X	X	X	X	X	X	X	X	X	X	X	X		
30		31																												
Days of Operation 10							Days of Operation 9							Days of Operation 20																
Quarterly Subtotal 48																														
October 2017							November 2017							December 2017																
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S										
						1	5	6	7	8	9	10	11	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		
2	X	X	X	X	X	X	7	12	X	X	X	X	X	18	3	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
8	X	X	X	X	X	X	14	19	20	21	22	23	24	25	10	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
15	X	X	X	X	X	X	21	26	X	X	X	X	X	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		
22	X	X	X	X	X	X	28							24	25	26	27	28	29	30	31									
29	X	X	X	X	X	X																								
Days of Operation 22							Days of Operation 18							Days of Operation 11																
Quarterly Subtotal 40																														
January 2018							February 2018							March 2018																
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S										
		1	2	3	4	5	6	4	X	X	X	X	X	10							3									
7	X	X	X	X	X	X	13	11	X	X	X	X	17	4	X	X	X	X	X	X	X	X	X	X	X	X	X	X		
14	X	X	X	X	X	X	20	18	19	X	X	X	24	11	X	X	X	X	X	X	X	X	X	X	X	X	X	X		
21	X	X	X	X	X	X	27	25	X	X	X	X	18	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		
28	X	X	X	X	X	X							25	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		
Days of Operation 17							Days of Operation 18							Days of Operation 21																
Quarterly Subtotal 56																														
April 2018							May 2018							June 2018																
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S										
		1	2	3	4	5	6	7	6	X	X	X	X	X	12	3	X	X	X	X	X	9								
8	X	X	X	X	X	X	14	13	X	X	X	X	19	10	X	X	X	X	X	X	X	X	X	X	X	X	X	X		
15	X	X	X	X	X	X	21	20	X	X	X	X	26	17	X	X	X	X	X	X	X	X	X	X	X	X	X	X		
22	X	X	X	X	X	X	28	27	28	X	X	X	X	24	X	X	X	X	X	X	X	X	X	X	X	X	X	X		
29	X	X	X	X	X	X																								
Days of Operation 18							Days of Operation 22							Days of Operation 21																
Quarterly Subtotal 50																														
Total Days of Operation 212																														


 Colleen Mangali 3/15/17
 Chapter President for RSCCD CDC 888 Date


 Judy Chitlik 3/15/17
 Vice Chancellor Human Resources Date


 Guillermo Santucci 3-15-17
 CSEA Labor Relations Representative Date