

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)**  
**Board of Trustees (Regular meeting)**  
**Monday, February 5, 2018**  
**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.

Santa Ana College inspires, transforms, and empowers a diverse community of learners.

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 the following to our diverse community: courses, certificates, and degrees that are accessible, applicable, and engaging.

**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 January 22, 2018 **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 Campaign for College Opportunity Presentation regarding Santa Ana College Associate Degree for Transfer Pathways
- 1.8 Public Hearing – Child Development Centers – CSEA Chapter 888 Initial Proposal to Rancho Santiago Community College District
- 1.9 Public Hearing – Rancho Santiago Community College District Initial Bargaining Proposal to Child Development Centers – CSEA Chapter 888

## **2.0 INFORMATIONAL ITEMS AND ORAL REPORTS**

- 2.1 Reports from College Presidents
  - Enrollment
  - Facilities
  - College activities
  - Upcoming events
- 2.2 Report from Student Trustee
- 2.3 Reports from Student Presidents
  - Student activities
- 2.4 Report from Classified Representative
- 2.5 Reports from Academic Senate Presidents
  - Senate meetings

## **3.0 INSTRUCTION**

- \*3.1 Approval of College Work-Based Learning Planning and Tools Pilot Project Memorandum of Understanding with the Foundation for California Community Colleges Action

The administration recommends approval of the College Work-Based Learning Planning and Tools Pilot Project Memorandum of Understanding with the Foundation for California Community Colleges in Sacramento, California as presented.
- \*3.2 Approval of Educational Affiliation Agreement with Goodfellow Occupational Therapy Action

The administration recommends approval of the educational affiliation agreement with Goodfellow Occupational Therapy in Fresno, California as presented.
- \*3.3 Approval of Educational Affiliation Agreement with Rehabilitation Institute of Southern California Action

The administration recommends approval of the educational affiliation agreement with the Rehabilitation Institute of Southern California in Orange, California as presented.

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

- \*3.4 Approval of Clinical Training Affiliation Agreement Renewal with Mission Hospital (WITH School Instructor on Hospital Premises) Action  
The administration recommends approval of the Clinical Training Affiliation Agreement Renewal with Mission Hospital (WITH School Instructor on Hospital Premises) in Mission Viejo, California as presented.
- \*3.5 Approval of Clinical Training Affiliation Agreement Renewal with Mission Hospital (WITHOUT School Instructor on Hospital Premises) Action  
The administration recommends approval of the Clinical Training Affiliation Agreement Renewal with Mission Hospital (WITHOUT School Instructor on Hospital Premises) in Mission Viejo, California as presented.

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

- \*4.1 Approval of Payment of Bills Action  
The administration recommends payment of bills as submitted.
- \*4.2 Approval of Budget Increases/Decreases and Budget Transfers Action  
The administration recommends approval of budget increases, decreases and transfers during the month of January 2018.
- \*4.3 Approval of the Quarterly Financial Status Report (CCFS-311Q) for Period ending December 31, 2017 Action  
The administration recommends approval of the Quarterly Financial Status Report (CCFS-311Q) for the period ending December 31, 2017 as presented.
- 4.4 Quarterly Investment Report as of December 31, 2017 Information  
The quarterly investment report as of December 31, 2017, is presented as information.
- \*4.5 Approval of Change Order #1 – Resolution No. 16-27 - Agreement For Energy Conservation Services with Climatec, LLC for the Energy Management Systems Upgrade at Santa Ana College, Digital Media Center and Santa Ana College Orange County Sheriff’s Regional Training Academy Action  
The administration recommends approval of Change Order #1 – Resolution No. 16-27 – Agreement for Energy Conservation Services with Climatec, LLC for the Energy Management Systems Upgrade at Santa Ana College, Digital Media Center and Santa Ana College Orange County Sheriff’s Regional Training Academy as presented.

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

- \*4.6 Acceptance of the Completion of Resolution No. 16-27 - Agreement for Energy Conservation Services with Climatec, LLC for the Energy Management Systems Upgrade at Santa Ana College, Digital Media Center and Santa Ana College Orange County Sheriff's Regional Training Academy 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 Award of Bid #1337 – Building H Window Replacement at Santa Ana College Action  
The administration recommends award of Bid #1337 to Patriot Contracting and Engineering, Inc. for Building H windows replacement at Santa Ana College as presented.

## **5.0 GENERAL**

- \*5.1 Approval of Resource Development Item Action  
The administration recommends approval of budgets, acceptance of grants, and authorization for the Vice Chancellor of Business Operations/ Fiscal Services or his designee to enter into related contractual agreements on behalf of the district for the following:  
- Strong Workforce Program – Regional Share (District)                      \$25,888,898
- \*5.2 Approval of the Contractor Agreement between RSCCD and Moraine Valley Community College for the Deputy Sector Navigator Information and Communications Technology ICT/Digital Media Grant Action  
The administration recommends approval of the contractor 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 Engagement Letter Proposal from CliftonLarsonAllen for Consulting Services Action  
The proposal is presented for discussion/approval per Trustee Yarbrough's request.
- 5.4 Board Member Comments Information

## **RECESS TO CLOSED SESSION**

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

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

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

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

1. Public Employment (pursuant to Government Code Section 54957[b][1])
  - a. Full-time Faculty
  - b. Part-time Faculty
  - c. Classified Staff
  - d. Student Workers
  - e. Professional Experts
  - f. Other Educational and Classified Administrators
  
2. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)  
Agency Negotiator: Ms. Judy Chitlik, Interim Vice Chancellor of Human Resources  
Employee Organizations: Faculty Association of Rancho Santiago Community College District (FARSCCD)  
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 Employment Agreement
- Approval of New and Revised Job Descriptions
- Approval of Appointment to Interim Assignment/Employment of Retired STRS Member
- Approval of Interim Assignment
- Approval of Extension of Interim Assignment
- Ratification of Resignations/Retirements
- Approval of FARSCCD Part-time Hourly Step Increases
- Approval of FARSCCD Beyond Contract/Overload Step Increases
- Approval of Change in Classification
- Approval of 2017/2018 Contract Extension Days
- Approval of Ending 2017/2018 Contract Stipend
- Approval of Adding 2017/2018 Contract Stipend
- Approval of Beyond Contract/Overload Stipends
- Approval of Leaves of Absence
- Approval of Adjustment to Column Placement

- Approval of CEFA Part-time Hourly Step Increase
- Approval of Part-time Hourly New Hires/Rehires
- Approval of Non-paid Intern Service

6.2 Classified Personnel

Action

- Approval of 2017-2018 CSEA Salary Schedule
- Approval of New Appointments
- Approval of Temporary to Contract
- Approval of Longevity Increments
- Approval of Professional Growth Increment
- Approval of Out of Class Assignment
- Approval of Change in Position
- Approval of Leaves of Absence
- Ratification of Resignation/Retirement
- Approval of Temporary Assignment
- Approval of Change in Temporary Assignment
- Approval of Additional Hours for Ongoing Assignments
- Approval of Substitute Assignment
- Approval of Miscellaneous Positions
- Approval of Community Service Presenters and Stipends
- Approval of Student Assistant Lists

6.3 Authorization for Board Travel/Conferences

Action

It is recommended that the board authorize the submitted conference and travel by a board member.

7.0 **ADJOURNMENT** - The next regular meeting and Board Planning Session of the Board of Trustees will be held on February 26, 2018.

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

**Board of Trustees (Regular meeting)**

**Monday, January 22, 2018**

**MINUTES**

**1.0 PROCEDURAL MATTERS**

1.1 Call to Order

The meeting was called to order at 4:35 p.m. by Ms. Nelida Mendoza. Other members present were Ms. Claudia Alvarez, Ms. Arianna Barrios, Mr. John Hanna, Mr. Zeke Hernandez, Mr. Larry Labrado, Mr. Phillip Yarbrough, and Mr. Gregory Pierot.

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. Debra Gerard was present as record keeper.

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mr. Juan Esqueda, ASG President – Santa Ana College (SAC).

1.3 Approval of Additions or Corrections to Agenda

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to approve addendums for Item 6.1 (Academic/Management Personnel) and Item 6.2 (Classified Personnel). 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 Pierot's vote was aye.

1.4 Public Comment

There were no public comments.

1.5 Approval of Minutes – Regular meeting of December 4, 2017

It was moved by Mr. Labrado and seconded by Ms. Alvarez to approve the minutes of the regular meeting held December 4, 2017. 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 Pierot's vote was aye.

## 1.6 Approval of Consent Calendar

It was moved by Mr. Yarbrough 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 3.7 (Amended Apprenticeship Cost Agreements and Hourly Rate Increase) and Item 4.5 (Acceptance of 2016-2017 Measure E Citizens' Bond Oversight Committee Final Annual Report to the Community) 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 Pierot's vote was aye.

### 3.1 Approval of Memorandum of Agreement with AUMT Institute and RSCCD on behalf of Santa Ana College Community Services Program

The board approved the Memorandum of Agreement with AUMT Institute and RSCCD on behalf of SAC Community Services Program.

### 3.2 Approval of Educational Affiliation agreement with Building Blocks Therapy 4 Kids, LLC

The board approved the educational affiliation agreement with Building Blocks Therapy 4 Kids, LLC located in La Verne, California.

### 3.3 Approval of Educational Affiliation Agreement with Los Angeles Unified School District (LAUSD)

The board approved the educational affiliation agreement with LAUSD located in Los Angeles, California.

### 3.4 Approval of Amendment to Multi-Craft Core Curriculum Online Format Licensing Agreement with North America's Building Trades Unions

The board approved the amendment to the Multi-Craft Core Curriculum Online Format Licensing agreement with North America's Building Trades Unions as presented.

### 3.5 Approval of Proposed Revisions for 2018-2019 Santa Ana College (SAC) Catalog

The board approved the proposed revisions for the 2018-2019 SAC catalog.

### 3.6 Approval of Proposed Revisions for 2017-2018 Santiago Canyon College (SCC) Catalog Addendum

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

### 3.8 Approval of Agreement between RSCCD, on behalf of Santiago Canyon College, and Nuventive

The board approved the agreement between RSCCD, on behalf of SCC, and Nuventive.

- 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 November 18, 2017, to January, 8, 2018.
- 4.3 Approval of Hiring an Independent Audit Firm  
The board approved the hiring of CliftonLarson-Allen LLP for auditing services for the 2017-2018 fiscal year audit and authorized the Vice Chancellor of Business Operations/Fiscal Services to enter into the contract agreement on behalf of the district as presented.
- 4.4 Approval of Nonresident Fees for 2018-2019  
The board approved establishing the nonresident tuition fee at \$258 per unit, the capital outlay fee at \$35 per unit, and the application fee at \$25 for 2018-2019 as presented.
- 4.6 Acceptance of 2016-2017 Measure Q Citizens' Bond Oversight Committee Annual Report to Community  
The board accepted the Measure Q Citizens' Bond Oversight Committee Annual Report to the Community for 2016-2017 as presented.
- 4.9 Approval of Agreement with Architecture 9 PLLLP for Professional Design Services for Campus Directories at Santa Ana College and Santiago Canyon College  
The board approved the agreement with Architecture 9 PLLLP for professional design services for campus directories at SAC and SCC as presented.
- 4.10 Approval of Amendment to Agreement with Steinberg Architects for Architectural Services for District Capital Outlay Projects for Santa Ana College and Santiago Canyon College  
The board approved the amendment to the agreement with Steinberg Architects for architectural services for district capital outlay projects for SAC and SCC as presented.
- 4.11 Approval of Agreement with Cumming Construction Management, Inc. for Planning and Project Management Services for Russell Hall Replacement (Health Sciences Building) at Santa Ana College  
The board approved the agreement with Cumming Construction Management, Inc. for planning and project management services for the Russell Hall Replacement (Health Sciences Building) at SAC as presented.
- 4.12 Approval of Amendment to Agreement with Westberg+White Inc. for Architectural and Engineering Services for Central Plant, Infrastructure, and Mechanical Upgrades Project at Santa Ana College  
The board approved the amendment to the agreement with Westberg+White,

Inc. for architectural and engineering services for the Central Plant, infrastructure, and mechanical upgrades project at SAC as presented.

4.13 Approval of Change Order #1 and Termination of Contract for Coastal Sports Flooring for Bid #1314 for Dance Floor Replacement at Building G (Cook Gym) at Santa Ana College

The board approved change order #1 and Termination of Contract for Coastal Sports Flooring for Bid #1314 for the dance floor replacement at Building G (Cook Gym) at SAC as presented.

4.14 Approval of Change Order #1 for Chapman Coast Roof Company, Inc. for Bid #1335 for Pool Building Roof Replacement at Santa Ana College

The board approved change order #1 for Chapman Coast Roof Company, Inc. for Bid #1335 for the pool building roof replacement at SAC as presented.

4.15 Approval of Settlement Agreement with John Sergio Fisher & Associates, Inc. (JSFA) for Architectural Services for Bid #1314 for Dance Floor Replacement at Building G (Cook Gym) at Santa Ana College

The board approved the settlement agreement with John Sergio Fisher & Associates, Inc. for architectural and design services, in connection with the JFSA contract and Bid #1314 for the dance floor replacement at Building G (Cook Gym) at SAC as presented.

4.16 Acceptance of Completion of Bid #1335 for Pool Building Roof Replacement at Santa Ana College 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.

4.17 Ratification of Agreement with Koury Engineering & Testing, Inc. for Geohazard and Geotechnical Consulting Services for Russell Hall Replacement (Health Sciences Building) at Santa Ana College

The board ratified the agreement with Koury Engineering & Testing, Inc. for geohazard and geotechnical consulting services for the Russell Hall replacement (Health Sciences Building) project at SAC as presented.

4.19 Approval of Agreements with Ellucian Inc. for Additional Cloud Services

The board approved the agreements with Ellucian Inc. for additional Cloud services as presented.

4.20 Approval of Request for Proposal (RFP) #1332 for Environmental Consulting Services

The board approved contracting with SCS Engineers for environmental consulting services as presented.

4.21 Approval of Independent Contractor

The board approved the following independent Contractor: The ACME Network to provide project management, work-based learning opportunities,

and industry partnership development and coordination for the California Career Partnership Trust grant “Santa Ana TECH,” to develop and implement specific Career Technical Education Pathways from Santa Ana High Schools to Santa Ana College in engineering design. Dates of service are January 23, 2018, through June 30, 2018. The fee is estimated at \$23,000.

4.22 Approval of Independent Contractor

The board approved the following independent contractor: Jennifer Walsvick to provide mental health consulting, service coordination, record keeping and documentation to assure compliance with program standards. Dates of service are January 23, 2018, through December 31, 2018. The fee is estimated at \$21,000.

4.23 Approval of Contract with GonLED

The board approved the Foundation for Community Colleges Contract CB 15-011 with GonLED and future amendments/addendums for the purchase of Light-Emitting Diode (LED) lighting fixtures, accessories and related installation supplies as presented.

4.24 Approval of Purchase Orders

The board approved the purchase order listing for the period November 12, 2017, through December 16, 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:

- Small Business Development Center (SBDC) – Small Business Access to Capital Santa Ana/Anaheim (District)	\$ 25,000
- Student Equity (SAC & SCC)	\$3,024,219
- Student Success and Support Program (SSSP) – Non-Credit (SCC)	\$ 927,083
- Workforce Development for Economically Distressed Areas (District)	\$8,000,000
- Workforce Innovation and Opportunity Act, Title II – Adult Education and Family Literacy Act (SAC & SCC)	\$3,146,819
- Zero Textbook Cost Degree Program – Implementation Phase II Grant (SAC)	\$ 150,000

5.2 Approval of First Amendment to Sub-Agreement between RSCCD and Merced Community College District for Career Technical Education (CTE) Data Unlocked Initiative

The board approved the amendment to 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.

5.3 Approval of First Amendment to Sub-Agreement between RSCCD and State

Center Community College District for Career Technical Education Data  
Unlocked Initiative

The board approved the amendment to 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.

It was moved by Mr. Yarbrough and seconded by Mr. Hanna to suspend the rules and hear Item 4.5 (Acceptance of 2016-2017 Measure E Citizens' Bond Oversight Committee Final Annual Report to the Community) after Item 1.7 (Public Hearing).

- 1.7 Public Hearing – Resolution considering agreement for energy conservation services with ACCO Engineered Systems, Inc. for fan coil unit replacement at Building D located in Santiago Canyon College pursuant to Government Code Section 4217.10-18, making certain findings required for approval of energy conservation services agreement

There were no public comments.

- 4.5 Acceptance of 2016-2017 Measure E Citizens' Bond Oversight Committee Final Annual Report to Community

It was moved by Mr. Yarbrough and seconded by Mr. Hanna to accept the 2016-2017 Measure E Citizens' Bond Oversight Committee Final Annual Report to the Community. Board President Mendoza acknowledged Mr. Larry Cohn, Chair of the Measure E Citizens' Bond Oversight Committee, and expressed appreciation on behalf of the board for the work done by the committee. Mr. Cohn expressed appreciation to RSCCD for spending the money to improve the campuses, the staff who supported the committee and the opportunity to serve. Other board members expressed their appreciation to Mr. Cohn and the committee. The board accepted the Measure E Citizens' Bond Oversight Committee Final Annual Report to the Community as presented with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Pierot's vote was aye.

**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, President, Santiago Canyon College  
Dr. Linda Rose, President, Santa Ana College

NOTE: At the April 24, 2017, board meeting Ms. Barrios asked that the enrollment reports presented by the college presidents be attached to the minutes.

2.3 Report from Student Trustee

Mr. Pierot provided a report to the board.

2.4 Reports from Student Presidents

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

Mr. Juan Esqueda, Student President, Santa Ana College  
Mr. Edward Hou, Student President, Santiago Canyon College

2.5 Report from Classified Representative

There was no report from a classified representative 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  
Ms. Monica Zarske, Academic Senate President, Santa Ana College

2.7 Informational Presentation on the Governor's Proposed Budget

Mr. Peter Hardash provided a report on the Governor's Proposed Budget. Board members received clarification on data related to the presentation from Mr. Hardash.

2.8 Presentation on Santiago Canyon College (SCC) Marketing Plan

Ms. Ruth Babeshoff, Interim Vice President of Student Services, SCC; Ms. Cindy Swift, Professor of Physics, SCC; and Ms. Judy Iannaccone, Director of Public Affairs and Publications, RSCCD; provided a presentation on SCC's Marketing Plan. Board members received clarification on data related to the presentation from Ms. Babeshoff, Ms. Swift, and Ms. Iannaccone.

2.9 Presentation on Sexual Harassment in Workplace

Ms. Judy Chitlik, Interim Vice Chancellor of Human Resources, RSCCD, provided a presentation on sexual harassment in the workplace. Board members received clarification on data related to the presentation from Ms. Chitlik.

## 2.10 Reports from Board Committee Chairpersons

Mr. Labrado provided a report on the January 18, 2018, Board Facilities Committee meeting.

## 3.0 INSTRUCTION

Items 3.1, 3.2, 3.3, 3.4, 3.5, 3.6 and 3.8 were approved as part of Item 1.6 (Consent Calendar).

### 3.7 Adoption of Amended Apprenticeship Cost Agreements and Hourly Rate Increase

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to approve Amended Apprenticeship Cost Agreements and Hourly Rate Increase as presented. Trustee Hanna abstained from the vote because of a conflict of interest and left the room. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Pierot's vote was aye.

Mr. Hanna returned to the room.

## 4.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 4.1, 4.2, 4.3, 4.4, 4.6, 4.9 through 4.17 and 4.19 through 4.24 were approved as part of Item 1.6 (Consent Calendar).

### 4.5 Acceptance of 2016-2017 Measure E Citizens' Bond Oversight Committee Final Annual Report to the Community

This item was discussed after Item 1.7.

Trustee Alvarez left the room at this time.

### 4.7 Adoption of Resolution No. 18-01 – Agreement for Energy Conservation Services with ACCO Engineered Systems, Inc. for Fan Coil Unit Replacement at Building D located at Santiago Canyon College

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to adopt Resolution No. 18-01 – Agreement for Energy Conservation Services with ACCO Engineered Systems, Inc. for the Fan Coil Unit Replacement at Building D located at SCC as presented. The motion carried with the following vote: Aye – Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Pierot's vote was aye.

### 4.8 Adoption of Resolution No. 18-02 to Adopt Procedures for Evaluating Qualifications and Proposals of Lease-Leaseback Contractors for Santa Ana College Johnson Student Center Project

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to adopt Resolution No. 18-02 to Adopt Procedures for Evaluating Qualifications and Proposals of Lease-Back Contractors for the SAC Johnson Student Center Project. The motion carried with the following vote: Aye – Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Pierot’s vote was aye.

Trustee Alvarez return to the room at this time.

4.18 Adoption of Resolution No. 18-04 for California Office of Emergency Services (Cal OES)

It was moved by Mr. Yarbrough and seconded by Mr. Hernandez to adopt Resolution No. 18-04 for disaster fund reimbursement from Cal OES 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 Pierot’s vote was aye.

**5.0 GENERAL**

Items 5.1, 5.2, and 5.3 were approved as part of Item 1.6 (Consent Calendar).

5.4 Board Member Comments

Mr. Pierot expressed that he hoped all had a good holiday and wished the students a good spring semester.

Mr. Hernandez reported that the next meeting of the Orange County Community Colleges Legislative Task Force would be held on February 8, 2018.

Ms. Barrios thanked her fellow trustees who attended the Women’s Rally and committed to attend the SCC Community Science Night.

Mr. Yarbrough reported on the last meeting of the Orange County RDA Oversight committee, expressed appreciation to retiring classified staff member Victoria Williams for the help she provided him and noted that we need to work hard to protect our DACA students.

Mr. Hanna congratulated the SCC Men’s Basketball team on their season, expressed his appreciation for the SCC Marketing presentation and reported he was going to Sacramento and Washington, D.C. and focusing discussion on DACA.

Ms. Alvarez expressed appreciation for the sexual harassment presentation and the board’s support of DACA. She encouraged student voices be a part of the fight for DACA students. She also wished everyone a happy new year.

Ms. Mendoza congratulated the SAC and SCC students who were accepted into the NASA JPL and NASA Community College Scholars programs. She also reported

that she authored an article published in the *O.C. Breeze* in support of DACA.

### **RECESS TO CLOSED SESSION**

The board convened into closed session at 7:16 p.m. to consider the following items:

1. Public Employment (pursuant to Government Code Section 54957[b][1])
  - a. Full-time Faculty
  - b. Part-time Faculty
  - c. Classified Staff
  - d. Student Workers
  - e. Professional Experts
  - f. Educational Administrator Appointments
    - (1) Associate Dean
    - (2) Director
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: Faculty Association of Rancho Santiago Community College District (FARSCCD)  
California School Employees Association (CSEA), Chapter 579  
California School Employees Association, Chapter 888
4. Public Employee Performance Evaluation (pursuant to Government Code Section 54957)
  - a. Chancellor
5. Public Employee Discipline/Dismissal/Release/Complaint (pursuant to Government Code Section 54957[b][1])
6. Student Expulsion (pursuant to Education Code 72122)  
Student I.D. #2322392

Mr. Pierot left the meeting after participating in the discussion and vote on the student expulsion item during closed session.

### **RECONVENE**

The board reconvened at 9:06 p.m.

#### **Closed Session Report**

Ms. Alvarez reported that during closed session the board discussed public employment, anticipated/potential litigation, labor negotiations, public employee discipline/dismissal/release, a public employee performance evaluation and a student expulsion.

The board ratified a student expulsion at Santiago Canyon College for Student I.D. #2322392 with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Pierot’s advisory vote was aye.

The board voted not to renew an evergreen clause in an administrator contract with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza and Mr. Yarbrough.

The board voted to accept the retirement resignation of a classified manager in exchange for a settlement and release with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza and Mr. Yarbrough; No – Ms. Barrios.

The board voted to accept the resignation of a classified manager in exchange for a settlement and release with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza and Mr. Yarbrough.

#### Public Comment

There were no public comments.

## **6.0 HUMAN RESOURCES**

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

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

- Approve Revised Job Descriptions
- Approve Appointments
- Approve Interim to Permanent Appointments
- Approve Interim Assignments
- Approve Additional Assignment/Duties
- Approve Adjusted Salaries due to Shift Change
- Approve Changes of Department
- Approve Continuing Education Faculty Association (CEFA) Part-time Hourly Step Increases Effective Spring 2018
- Approve Leaves of Absence
- Approve Adjustments to Change of Classification
- Approve Adjustments to Effective Dates for Change of Classification
- Approve Beyond Contract/Overload Stipends
- Approve Part-time/Hourly Column Changes
- Approve Part-time New Hires/Rehires

- Approve Non-paid Instructors of Record
- Approve Non-paid Intern Services

## 6.2 Classified Personnel

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

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

## 6.3 Approval of Revision to Include Expenses as Outlined in Agreement for Search Consultant for Vice Chancellor of Human Resources

It was moved by Ms. Alvarez and seconded by Mr. Yarbrough to approve the revision to include expenses as outlined in the agreement with PPL, Inc. for search process services 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.

## 6.4 Approval of Public Disclosure of Collective Bargaining Agreement between Rancho Santiago Community College District and California School Employees Association, Chapter 579

It was moved by Ms. Alvarez and seconded by Mr. Yarbrough to approve the agreement with CSEA, Chapter 579 for the period of July 1, 2017, through June 30, 2018. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

6.5 Approval of Services from State of California Department of Justice

It was moved by Ms. Alvarez and seconded by Mr. Yarbrough to approve engaging the State of California Department of Justice to provide fingerprinting and reimbursement services 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.

6.6 Presentation of Child Development Centers – CSEA Chapter 888 Initial Proposal to Rancho Santiago Community College District

It was moved by Ms. Alvarez and seconded by Mr. Yarbrough to approve scheduling a public hearing for the next regularly scheduled board meeting. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

6.7 Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to Child Development Centers – CSEA Chapter 888

It was moved by Ms. Alvarez and seconded by Mr. Yarbrough to approve scheduling a public hearing for the next regularly scheduled board meeting. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

6.8 Authorization for Board Travel/Conferences

It was moved by Ms. Alvarez and seconded by Mr. Yarbrough to authorize the submitted conference and travel by board members. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

6.9 Approval of Auto-Renewal Clause in Administrator Agreements/Contracts

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to table discussion of the existing administrator contracts to determine any changes to be made in the existing administrator agreements/contracts, keep the existing administrator agreements/contracts with the auto-renewal clause in place, and offer newly hired administrators an agreement/contract with the auto-renewal clause. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

**7.0 ADJOURNMENT**

The next regular meeting of the Board of Trustees will be held on Monday, February 5, 2018.

There being no further business, Ms. Mendoza declared the meeting adjourned at 9:08 p.m.

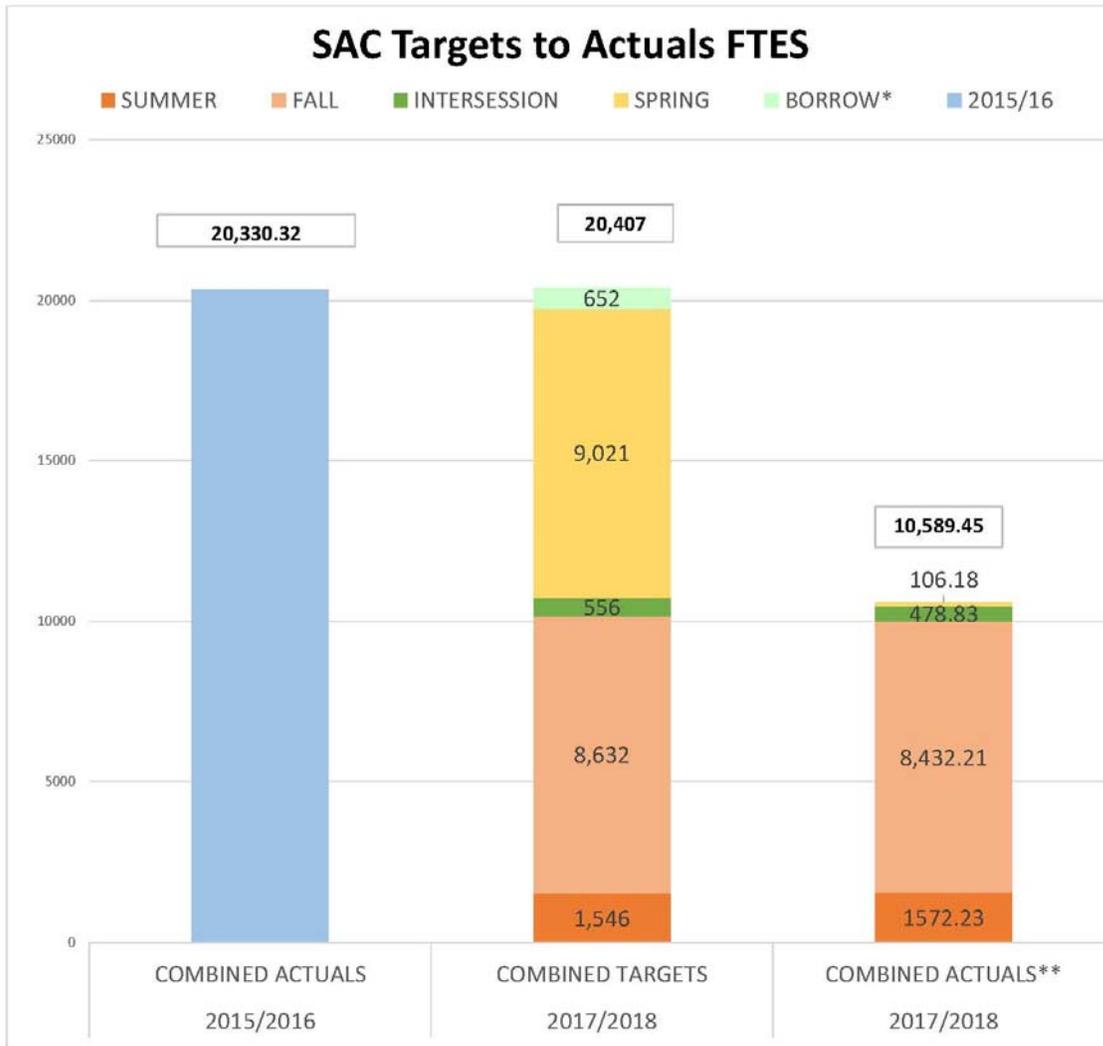
Respectfully submitted,

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Raúl Rodríguez, Ph.D.  
Chancellor

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

Minutes approved: February 5, 2018

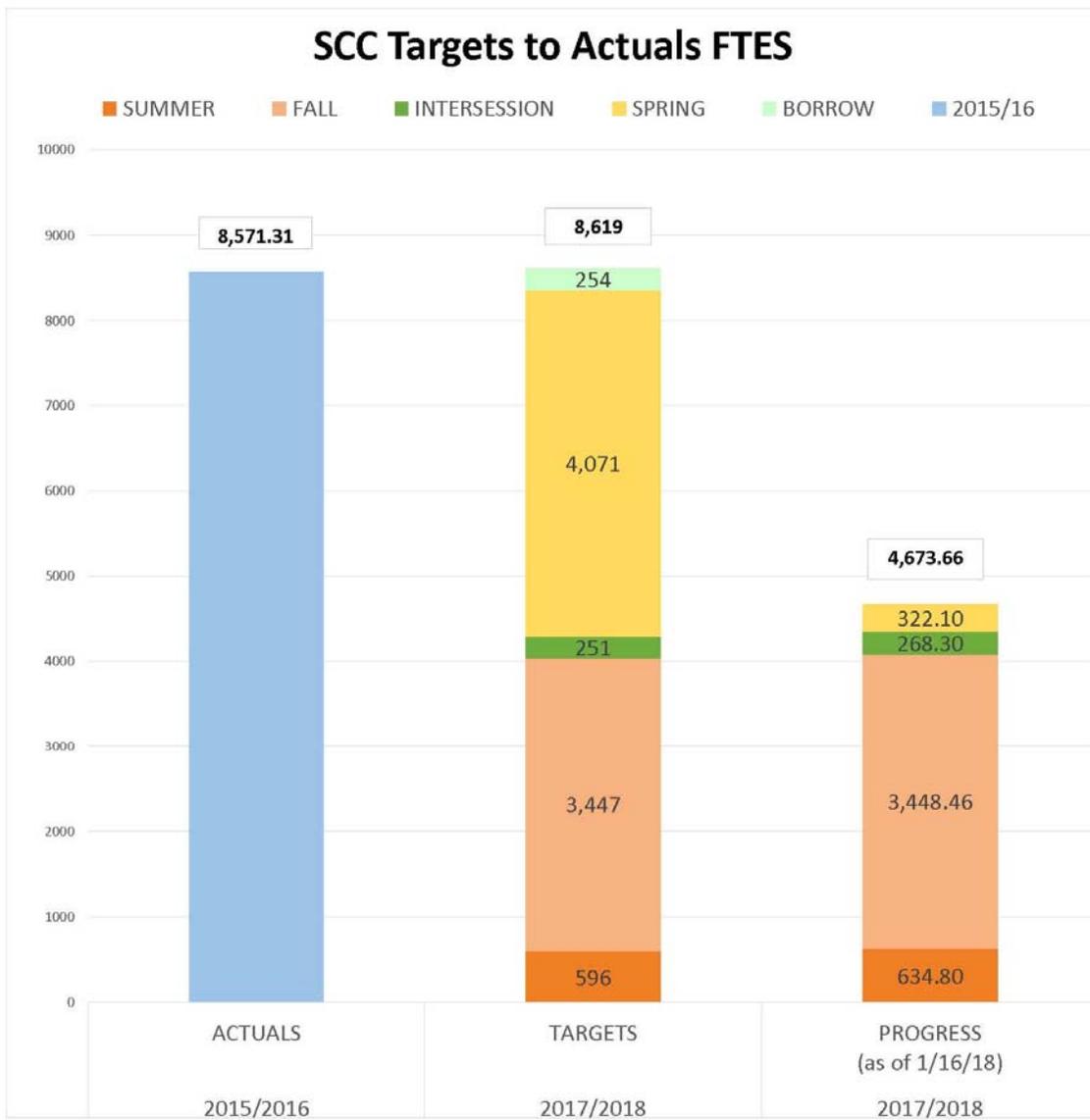


		SUMMER	FALL	INTERSESSION	SPRING	BORROW*	2015/16	TOTALS
2015/2016	COMBINED ACTUALS						20,330.32	20,330.32
2017/2018	COMBINED TARGETS	1,546	8,632	556	9,021	652		20,407
2017/2018	COMBINED ACTUALS**	1,572.23	8,432.21	478.83	106.18			10,589.45
2017/2018	CREDIT TARGETS	1,221	6,882	556	6,746	427		15,832
2017/2018	CREDIT ACTUALS**	1,245.81	6,764.39	478.83				8,489.03
2017/2018	NONCREDIT TARGETS	325	1,750	0	2,275	225		4,575
2017/2018	NONCREDIT ACTUALS**	326.42	1,667.82	0	106.18			2,100.42

\* This field provides both the credit borrow as well as the postive attendance FTES earned in the Summer Term before June 30th

\*\* Progress data as of 1/19/18

SOURCE: Executive Dashboard



		SUMMER	FALL	INTERSESSION	SPRING	BORROW	2015/16	TOTALS
2015/2016	ACTUALS						8571.31	8571.31
2017/2018	TARGETS	596	3,447	251	4,071	254		8,619
2017/2018	PROGRESS (as of 1/16/18)	634.80	3,448.46	268.30	322.10			4,673.66

Note: Credit & Noncredit FTES is combined.

SOURCE: Executive Dashboard

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**Santa Ana College – Business Division**

To:	Board of Trustees	Date: February 5, 2018
Re:	Approval of College Work-Based Learning Planning and Tools Pilot Project Memorandum Of Understanding with the Foundation for California Community Colleges	
Action:	Request for Approval	

**BACKGROUND**

Over the past 10 years Santa Ana College (SAC) has engaged in a variety of Work-Based Learning (“WBL”) activities across campus. Current programs are now being evaluated with the goal of developing a cohesive campus-wide program that will support all students. To support WBL as an educational strategy, to increase employability and reduce skill gaps, this 18-month pilot project will focus on developing and implementing plans and tools to scale quality WBL activities. The College will receive assistance to prepare a WBL plan in support of the implementation of Strong Workforce Program outcomes and California Guided Pathways objectives, followed by assistance with implementing the California Community College Foundation Career Experience Suite of tools that support WBL.

The \$10,000 Pilot participation cost will be paid by Los Angeles-Orange County Regional Consortia (LAOCRC) given that SAC is currently participating in the Orange County Regional Strong Workforce WBL project.

**ANALYSIS**

The timing of this project coincides perfectly with the SAC Work-Based Learning evaluation and planning process currently underway. As this project is an integral part of the California Guided Pathways initiative, participating in a regional and Statewide project will allow SAC to achieve economies of scale by utilizing tools and resources that are being implemented Statewide. Additionally, having external support to identify and implement best practices for WBL initiatives will allow SAC to establish a cutting edge program that supports our students and community.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the College Work-Based Learning Planning and Tools Pilot Project Memorandum Of Understanding with the Foundation for California Community Colleges, located in Sacramento, California, as presented.

Fiscal Impact:	None	Board Date: February 5, 2018
Prepared by:	Shelly Jaffray, Interim Vice President of Academic Affairs Madeline A. Grant, Dean of Business	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	



FOUNDATION for CALIFORNIA  
COMMUNITY COLLEGES

**COLLEGE WORK-BASED LEARNING PLANNING AND TOOLS PILOT PROJECT  
MEMORANDUM OF UNDERSTANDING**

**between**

**FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES**

**and**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

*On behalf of Santa Ana College*

*Agreement No. WL-035-17*

**1. Background**

Foundation for California Community Colleges (“FOUNDATION”), in an effort to support work-based learning (“WBL”) as an educational strategy to increase employability and reduce skill gaps intends to enter into this Agreement with Rancho Santiago Community College District on behalf of Santa Ana College (“RSCCD”) as part of the Los Angeles Orange County Regional Consortium (“LAOCRC”), to participate in an 18-month pilot project to develop and implement plans and tools to scale quality WBL. RSCCD will receive assistance to prepare a WBL plan in support of their implementation of Strong Workforce Program (“SWP”) outcomes and Guided Pathways objectives, followed by assistance in implementing the FOUNDATION’s Career Experience Suite (“CES”) of tools that support WBL. Since 2015, these tools have helped expand career awareness, coordinate WBL activities, and facilitate paid work experience for more than 10,000 students.

The CES is comprised of three tools that can help accelerate students’ preparedness for the workforce, starting from the early stages of building career awareness to securing paid work experience. These tools include the FOUNDATION’S Here to Career mobile application, the Career Experience Portal, powered by LaunchPath Software (“CareerXP”), and Career Catalyst program. The FOUNDATION’S Here to Career Mobile Application is a straightforward way for students to find careers that match their interests. The CES also provides access to CareerXP, which is a web-based platform that supports management of WBL on a large scale; the platform is designed for educators, employers, students and intermediary organizations to work together so that more students experience the Work-Based Learning Continuum as an integral part of their education. The FOUNDATION’S Career Catalyst program provides life-shaping career opportunities for individuals and recruitment solutions for employers by pairing qualified individuals with organizations for work and job training.

**2. Definitions**

2.1. “Agreement” shall mean this College Work-Based Learning Planning and Tools Pilot Project Memorandum of Understanding as well as all exhibits, schedules and other attachments hereto, as each may be amended in a writing signed by both Parties from time to time.

- 2.2. “Confidential Information” shall mean any and all information, data, Software, know-how and intellectual property of a confidential or proprietary nature, including but not limited to, information, data, Software, know-how and intellectual property relating to (a) technical, scientific, developmental, marketing, manufacturing, sales, operating, performance and cost matters, (b) processes, (c) designs and (d) techniques, in any and all forms in which the foregoing may appear including, but not limited to, all record-bearing media containing or disclosing any of the foregoing. Confidential Information shall include, but not be limited to, all information, data, Software, know-how, and intellectual property that is (a) marked as “confidential” or “proprietary” at the time it is provided by or on behalf of the Party providing it, (b) expressly stated by or on behalf of the Party providing it to the Party receiving it at the time of disclosure to be considered confidential or proprietary, or (c) would under the circumstances be recognized by someone generally experienced in business affairs to be confidential or proprietary.
- 2.3 “FOUNDATION” shall mean Foundation for California Community Colleges, a California non-profit 501(c)(3) corporation.
- 2.4 “CareerXP Instance” shall mean the custom Uniform Resource Locator (“URL”) and interface designed by FOUNDATION for use by RSCCD pursuant to this Agreement and described in Section 4.4.
- 2.5 “Employer” shall mean any person or entity who registers on CareerXP and is authorized by FOUNDATION or RSCCD to post internships or other WBL opportunities on CareerXP.
- 2.6 “System-User” shall mean any person who is a Participant in CareerXP or who is otherwise individually authorized by FOUNDATION or RSCCD to obtain access as a registered user of the CareerXP Instance. System-Users may include, but are not limited to, high school and college-aged students and youth, high school and college district personnel, high school and college personnel, intermediary organizations, and Employers.
- 2.7 “System-User Data” shall mean only the information that System-Users enter or upload into the CareerXP Instance. For the purposes of this Agreement, System User Data may include information considered to be Personally Identifiable Information (“PII”) under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 (“FERPA”).
- 2.8 “Misuse” shall have the meaning as set forth in Section 13 of this Agreement.
- 2.9 “Software” shall mean the computer programs, in machine-readable object code and source code, created and owned by FOUNDATION in order to develop, operate and maintain the CES and the CareerXP Instance, and to facilitate the acquisition, retention, and retrieval of System-User data via the Internet. “Software” shall include, but not be limited to, computer programs, in machine-readable object code and source code, created and owned by FOUNDATION for use in connection with the CareerXP.org, the CareerXP Instance, the CES, or that comprises LaunchPath Software or the CareerXP Instance.
- 2.10 “Participant” shall refer to an individual student making use of the CES system of tools.

### **3. Term and Termination**

- 3.1 Term. The period of this Pilot Project Agreement is from October 1, 2017 to June 30, 2019 (“Term”).
- 3.2 Termination for Convenience. Either party shall have the right to terminate this agreement for any reason or no reason, without penalty, at any time by providing the other party with written notice of termination at least thirty (30) calendar days in advance.

3.3 Termination for Cause. Either party shall have the right to terminate this agreement, without penalty, immediately should the other party be found to be in material breach of this agreement.

3.4 Procedures at Termination. Either party must cease or reduce work immediately upon receiving the notice of termination or as required by the written notice and take all steps possible to mitigate losses. RSCCD shall be liable to FOUNDATION for all costs authorized under this agreement up until the effective date of termination and shall make payment to FOUNDATION upon receipt of a final invoice.

3.5 Effect at Termination. Upon any expiration or termination of this agreement all licenses granted by either party to the other will also expire or terminate, except to the extent that any license has an express term that continues for a longer period or is perpetual. RSCCD acknowledges and agrees that FOUNDATION may upon the Termination Date disable RSCCD's and System User's access to the CareerXP Instance.

#### **4. Pilot Project Overview**

##### Phase I: Planning and Capacity Building (October 2017-May 2018)

RSCCD will receive assistance to develop a WBL Plan that will articulate the necessary resources, processes and goals to provide quality WBL for students. Areas will include: employer engagement, prioritizing industry sectors/program areas, determining student readiness, utilizing the Work-Based Learning Continuum, and other subjects.

##### Phase II: Technology, Tools and Services – the CES (March 2018 - June 2019)

RSCCD will receive access and technical support to implement CES tools, including: 1. Here to Career Mobile App, 2. CareerXP, and 3. Career Catalyst, employer-of-record service.

RSCCD will also receive ongoing technical assistance from state and national leaders in WBL, and have access to a Practitioner Forum to support knowledge sharing among members of the Pilot and other colleges conducting similar efforts.

#### **4.1 FOUNDATION Responsibilities and Deliverables – Phase I**

##### Responsibilities:

1. Conduct Pilot Launch Webinar.
2. Organize, prepare materials, and facilitate an in-person, all-pilot members WBL planning convening.
3. Conduct college site visits, as necessary to help the LAOCRC draft a WBL Plan.
4. Conduct training and provide technical support for user-testing of CareerXP, see Sections 6, 7, and 8 regarding use of CareerXP.
5. Establish and manage an online Practitioner Forum to support knowledge sharing among Pilot members and other colleges conducting similar efforts.

##### Deliverables:

1. Guidance documentation and other resources to support WBL Plan development for LAOCRC
2. Training materials and other resources to support CareerXP user-testing
3. Web-based platform to support Practitioner Forum

#### **4.2 RSCCD Responsibilities and Deliverables – Phase I**

##### Responsibilities:

1. Identify at least one representative to serve as LAOCRC's or the FOUNDATION's primary point of contact. The representative agrees to provide a minimum 4-8 hours of work per week toward the Pilot, and attend the Pilot Launch webinar.

2. Host FOUNDATION and partner personnel for initial site visits, and follow-up visits, as necessary.
3. Participate in an in-person, all-pilot members WBL planning convening.
4. Participate in the development of a WBL Plan for LAOCRC, with assistance from the FOUNDATION and its partners.
5. Attend a training webinar and participate in user-testing of CareerXP, see Sections 6, 7, and 8 regarding use of CareerXP.
6. Participate in online Practitioner Forum.

Deliverables:

1. Draft WBL Plan
2. Written input on the functionality of CareerXP

4.3 FOUNDATION Responsibilities and Deliverables – Phase II

Responsibilities

1. Organize, prepare materials, and facilitate an in-person, all-pilot member convening to finalize WBL Plans and develop CES Implementation Strategies.
2. Provide ongoing technical support for implementation of CES tools, see Sections 5, 6, 7, 8, and 9 of this Agreement for information regarding CES tools.
3. Negotiate contracts with RSCCD, should RSCCD decide to continue usage of CareerXP and/or Career Catalyst beyond the Pilot term.

Deliverables

1. Guidance documentation, training materials, and other resources to support CES tools implementation
2. Contract for continued usage of CareerXP and/or Career Catalyst, if relevant

4.4 RSCCD Responsibilities and Deliverables – Phase II

Responsibilities

1. Participate in an in-person, all-Pilot Member convening to finalize WBL Plans and develop CES Implementation Strategies.
2. Implement CES tools for a minimum 25 students at RSCCD, with ongoing technical support from the FOUNDATION.
3. Determine future CES utilization beyond the Pilot term.

Deliverables:

1. Final WBL Plan
2. CES Implementation Timeline
3. Documentation of WBL experiences, supported by CES, for a minimum 25 students

**5. Here to Career Mobile App**

The FOUNDATION shall provide access to the FOUNDATION’s Here to Career mobile application. The FOUNDATION will provide guidance and coaching on how to implement Here to Career to increase student awareness of career options. In conjunction with the other tools provided by the FOUNDATION, Here to Career provides students an easy way to find careers and related course offerings that match their interests.

## **6. Career Experience Portal (CareerXP)**

### CareerXP Services

The FOUNDATION will supply RSCCD with access to a CareerXP Instance for the duration of this Agreement. The FOUNDATION will create a new CareerXP instance for use by Colleges involved in the Pilot Project and their System Users.

The CareerXP Instance will provide five user types: District, School, Student, Intermediary, and Employer. The CareerXP Instance will have the ability to broker six WBL experiences: internship (unpaid or paid), Guest Speaker, Job Shadow, Work Site Tour, Informational Interview, and Networking Events.

The FOUNDATION or its partners, will provide ongoing part-time technical support for RSCCD relating to the CareerXP Instance. This technical support is to specifically include the following:

1. Web-based, phone, and email support through the start-up of the program
2. Ongoing part-time technical support by FOUNDATION staff.
3. Email notifications regarding scheduled releases to CareerXP.

## **7. Access to CareerXP Instance**

- a. License to be Provided. FOUNDATION shall provide to RSCCD access to the CareerXP Instance via a revocable, nonexclusive license to use CareerXP, powered by LaunchPath Software; as well as limited technical support, including: web-based, phone, and email support through the start-up of the program, and ongoing part-time support, as further set forth in Sections 4 and 6 above.
- b. Effect of Failure or Delay. FOUNDATION is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by RSCCD's delay in performing, or failure to perform, any of its obligations under this Agreement.
- c. Responsibility for Uploading System User Data onto CareerXP Instance. FOUNDATION is not responsible for uploading or entering system user data into the CareerXP Instance. RSCCD, Employers, RSCCD's partners, and system users themselves are solely responsible for entering and uploading system user data into the CareerXP Instance.

## **8. Roles and Responsibilities of FOUNDATION Regarding CareerXP**

- a. FOUNDATION shall use the Student Data collected under this Agreement only to provide the Services described in this Agreement and in accordance with the uses set forth in this Agreement and for no other purposes.
- b. FOUNDATION agrees to allow parent(s), legal guardian(s) or eligible students to update, otherwise modify, or delete any of the Student Data provided to FOUNDATION for use by CareerXP. In cases where Student Data is provided by the RSCCD directly to the FOUNDATION, the RSCCD is responsible for communicating such updates, modifications or deletions as may be requested or otherwise necessary directly to FOUNDATION. If FOUNDATION receives a request either in writing or orally from a parent(s), legal guardian(s) or student(s) challenging the context of Student Data maintained by FOUNDATION or on CareerXP Instance, FOUNDATION shall contact RSCCD to validate the identity of the parent(s), guardian(s) or student(s) and request instructions regarding any corrective action that needs

to be taken, if any. Once validated, FOUNDATION shall correct erroneous Student Data as directed by RSCCD.

- c. Personal Identifying Information derived from Student Data provided to FOUNDATION under this Agreement may be disclosed only to FOUNDATION employees, California Community Colleges Chancellor's Office employees, or employees of partners/subcontractors who have a legitimate educational interest in maintaining, organizing, or analyzing the Student Data for uses authorized in this Agreement.
- d. FOUNDATION shall ensure joint coordination and cooperation with RSCCD to ensure compliance with best practices regarding data sharing and security.

## **9. Career Catalyst**

Should RSCCD intend to make use of FOUNDATION's Career Catalyst program, RSCCD must have an Authorized Representative execute a "Career Catalyst Agreement" with the FOUNDATION. FOUNDATION will not provide any Career Catalyst Services prior to having a fully executed Career Catalyst Agreement with RSCCD.

## **10. Pilot Project Participation Fee**

- a. The \$10,000 fee for participation in the Pilot Project for the Term of the Agreement shall be paid by LAOCRC on behalf of RSCCD. RSCCD's participation in the Pilot Project shall be contingent on the Foundation's receipt of RSCCD's Participation fee of \$10,000 from LAOCRC.
- b. The Fee described in Section 10(a) does not include the wages, employer payroll taxes, and other fees required for participation in the FOUNDATION's Career Catalyst program. RSCCD must enter into a Career Catalyst Agreement, prior to utilizing the Career Catalyst program.
- c. As part of the Pilot Project, the FOUNDATION will waive its standard onboarding fee of \$100 per Participant for RSCCD's Participants who utilize FOUNDATION's Career Catalyst program during the Term of this Pilot Project MOU.

## **11. Authorized Use of System-User Data**

- a. FOUNDATION is prohibited from using or transmitting to a third party any System-User Data for any purpose other than those required or specifically permitted by this Agreement.
- b. FOUNDATION shall not use or permit any third party to use System-User Data for commercial purposes.
- c. Access to System-User Data covered under this Agreement shall be limited to the number of System-Users necessary to achieve the purpose of this Agreement and shall be limited only to those System-Users.
- d. FOUNDATION agrees to maintain commercially reasonable policies and procedures for the designation and training of responsible staff members to ensure the confidentiality of System-User Data.

## **12. Privacy and Data Security Compliance Obligations of the Parties**

- a. FOUNDATION shall comply with all applicable laws, including maintaining the System-User Data in a secure manner by applying appropriate technical, physical, and administrative safeguards to properly protect the System-User Data once under the control of the FOUNDATION's information systems.

- b. The FOUNDATION agrees to maintain an incident response program for purposes of memorializing FOUNDATION's obligations under applicable law in the event FOUNDATION detects any unauthorized access or use of System-User Data. Upon confirmation of unauthorized access or use of System-User Data, FOUNDATION will notify RSCCD.
- c. In the event of an improper disclosure of System-User Data, FOUNDATION shall further provide to RSCCD, in writing, such details concerning the breach as RSCCD may reasonably request and shall reasonably cooperate with RSCCD, its regulators, and law enforcement to assist in regaining possession of the System-User Data; provide data breach notices required under state law; prevent further unauthorized use of the System-User Data; and take any necessary remedial actions as may be required to prevent other or further breaches.
- d. FOUNDATION agrees to comply with the Children's Online Privacy Protection Act of 1998, 15 U.S.C. Sec. 6501-6506 ("COPPA") and consistent with the privacy policy located on the CareerXP.org and agrees that no System-User Data shall be collected from persons under the age of thirteen.
- e. RSCCD agrees to cooperate fully with FOUNDATION to ensure FOUNDATION can comply with any notification obligations.

### **13. Misuse of FOUNDATION Software**

RSCCD acknowledges and agrees that this Section 13 shall set forth the certain acts which shall either singularly or collectively constitute ("Misuse") under this Agreement. The Parties agree that the below Sections 13.a through 13.h shall not be construed to limit FOUNDATION with respect to a determination of any other acts which may constitute Misuse under this Agreement and which may not otherwise be included in this Section in FOUNDATION's sole discretion. RSCCD agrees that it shall not, nor allow any System Users under the control of RSCCD to engage in any of the acts as set forth below:

- a. Access or use of the CareerXP Instance in breach of the terms of this Agreement;
- b. Access or use of the CareerXP Instance in violation of applicable federal, foreign, international, provincial, state and local laws, rules and regulations or any applicable privacy or data protection laws, rules, regulations or directives;
- c. Access or use the CareerXP Instance for any unauthorized, fraudulent or malicious purpose;
- d. Access or use the CareerXP Instance in a manner that could damage, disable, overburden or impair the CareerXP Instance so as to diminish or destroy FOUNDATION's or its agents' ability to provide the CareerXP Instance to System Users;
- e. Share, obtain or use, or attempt to share, obtain or use, CareerXP Instance related access codes or passwords;
- f. Engage in any act that would obstruct FOUNDATION's ability to maintain the integrity or confidentiality of the Career XP Instance;
- g. Engage in any use of the CareerXP Instance or engage in any acts which could substantially interfere with or substantially degrade CareerXP and impact System Users;
- h. Violate the CareerXP.org Terms of Use, or violate the terms of use for any FOUNDATION or Authorized Third Party applications hosted by or accessible within the CareerXP Instance for utilization by System Users.

## 14 Ownership of Work Product and Confidentiality

14.1 Work Product. Exclusive of the WBL plans developed by RSCCD in collaboration with the FOUNDATION, all work products of FOUNDATION which result from this Agreement are the exclusive property of FOUNDATION. FOUNDATION retains ownership of intellectual property rights in all work product developed by FOUNDATION as a result of this Agreement and all work product developed by the FOUNDATION prior to this Agreement, including but not limited to the source code of any developed software. Upon termination of this Agreement, the License provided to RSCCD by FOUNDATION will expire.

14.2 Confidential Information. RSCCD and FOUNDATION each agrees that (i) it shall receive and use the Confidential Information it receives (in such capacity a “Recipient”) in connection with this Agreement from the other Party (in such capacity a “Discloser”) solely for the purposes contemplated by this Agreement, (ii) it shall not use any such Confidential Information for any other purpose, and (iii) it shall receive and hold such Confidential Information in trust and confidence for the benefit of the Discloser. All Confidential Information provided in connection with this Agreement:

- a. Shall not be distributed, disclosed, or disseminated in any way or form by the Recipient to anyone except those of its own employees and professional advisors who have a reasonable need to know said Confidential Information for the purpose or purposes described above, who are informed of the confidential and proprietary nature of the Confidential Information, and who have agreed in a writing in favor of the Recipient to protect the confidentiality of the Confidential Information with terms at least as restrictive as those in this Section 14.2;
- b. Shall be treated by the Recipient with at least the same degree of care utilized by Recipient to protect its own confidential and proprietary information of a similar nature, but in no event with less than reasonable care; Shall not be used by the Recipient for its own purposes, except as otherwise expressly provided in this Agreement; and Shall remain the property of and be returned to the Discloser or, at the Discloser’s election, destroyed (along with all copies or other embodiments thereof) immediately upon the termination or expiration of this Agreement for any reason and by either Party.
- c. The obligations of a Recipient pursuant to this Section 14.2 hereof shall not apply, however, to any Confidential Information which (i) at the time it is delivered to the Recipient hereunder is already in the public domain or subsequent to such delivery comes into the public domain in a manner that does not involve a breach of this Agreement by the Recipient or its employees or advisors; (ii) at the time it is delivered to the Recipient hereunder is already in the Recipient’s possession free of any obligation of confidentiality; (iii) is received independently by the Recipient from a third Party who is entitled to disclose such information to the Recipient; (iv) is subsequently independently developed by the Recipient without use of or benefit from or reference to the Confidential Information of Discloser.
- d. Notwithstanding anything to the contrary herein, the Recipient may disclose Confidential Information if required to be disclosed by a court or regulatory or other governmental agency of competent jurisdiction, provided that in connection with any such requirement the Recipient shall (A) if legally permitted, promptly notify the Discloser of such requirement in writing, (B) cooperate with the Discloser, at the Discloser’s request and expense, to obtain a protective order or other confidential treatment or to contest such required disclosure, (C) shall afford the Discloser all available opportunities to obtain a protective order or other confidential treatment or challenge such required disclosure, including the opportunity to challenge it in the name and with the standing of the Recipient, (D) shall comply with any protective order or other confidential treatment obtained by the Discloser, and (E) shall disclose only the minimum amount of information that the Recipient is required to disclose.

## 15. Insurance and Indemnification

15.1 Insurance. Both Parties entering this Agreement, shall deliver Certificates of Insurance evidencing the insurance coverage in the minimum coverage amounts noted below.

- a. RSCCD. At RSCCD's sole cost and expense, will obtain, keep in force, and maintain insurance as listed below. Coverages required will not limit any liability of RSCCD and will include: commercial general liability insurance with a combined single limit of no less than one million dollars (\$1,000,000.00) per occurrence and automobile liability insurance for all owned, scheduled, or hired automobiles with a combined single limit of no less than one million dollars (\$1,000,000.00) per accident; and workers' compensation as required under the Workers' Compensation and Safety Act of the State of California, as amended from time to time. The Commercial General Liability Policy shall name FOUNDATION for California Community Colleges, its directors, officers, and employees as Additional Insureds. RSCCD, upon the execution of this Agreement, shall cause their insurance carrier(s) to furnish FOUNDATION with a properly executed Certificate(s) of Insurance and endorsements effecting coverage as required herein. All insurance required to be carried by RSCCD and/or Indemnitor shall be primary, and not contributory, to any insurance carried by FOUNDATION.
- b. FOUNDATION. At FOUNDATION's sole cost and expense, will obtain, keep in force, and maintain insurance as listed below. Coverage required will not limit any liability of FOUNDATION and will include: commercial general liability insurance with a combined single limit of no less than one million dollars (\$1,000,000.00) per occurrence and automobile liability insurance for all owned, scheduled, or hired automobiles with a combined single limit of no less than one million dollars (\$1,000,000.00) per accident; and workers' compensation as required under the Workers' Compensation and Safety Act of the State of California, as amended from time to time. The Commercial General Liability Policy shall name RSCCD as Additional Insured. FOUNDATION, upon the execution of this Agreement, shall cause their insurance carrier(s) to furnish RSCCD with a properly executed Certificate(s) of Insurance and endorsements effecting coverage as required herein. All insurance required to be carried by FOUNDATION and/or Indemnitor shall be primary, and not contributory, to any insurance carried by RSCCD.

15.2 Indemnification. Each party to this Agreement ("Indemnitor") agrees to indemnify, defend and hold harmless the other, and its directors, officers, employees, successors and assigns (collectively, "Indemnitees") against any and all losses, liabilities, claims, actions, suits, proceedings, penalties, fines, damages, costs or expenses, including, but not limited to, reasonable attorneys' fees (including fees and disbursements of in-house and outside counsel), property damage, loss of use, maintenance, cure, or wages, and personal injury or illness and/or death, resulting from, arising out of, or connected with: (a) breach by Indemnitor of this Agreement; and (b) the performance of services or any error, act or omissions related to the same by Indemnitor or its employees, subcontractors, or any person or entity for whom the Indemnitor is responsible under this Agreement. The Indemnitor assumes no liability for the sole negligence or willful misconduct of the Indemnitees.

## 16. General Terms and Conditions

16.1 Entire Agreement. This Agreement constitutes the entire, complete, final and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between RSCCD and FOUNDATION regarding such subject matter. Any terms and conditions which are additional to or different from the terms and conditions of this Agreement are hereby deemed rejected by RSCCD and shall not be of any effect or in any way binding upon RSCCD. To the extent that the terms and conditions of this Agreement conflict with, or are in any way inconsistent with, the terms and conditions of any exhibit hereto, the terms and conditions of this Agreement will prevail.

16.2 Use of Name and Logo. Any use of FOUNDATION or Career Catalyst, CareerXP, or Here to Career name or logo by RSCCD in marketing materials including but not limited to: press releases, print pieces, broadcast emails, and website postings, requires prior review and written approval from the FOUNDATION. No outward facing messaging by the FOUNDATION or RSCCD may make mention to LaunchPath. RSCCD shall refer to the FOUNDATION's work-based learning management platform as CareerXP in all cases.

16.3. Choice of Law and Venue. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of California, by a California court of appropriate jurisdiction, as a contract executed and delivered within the State of California.

16.4 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the RSCCD, the FOUNDATION, and any successor and assign thereto subject, however, to the limitations contained herein.

16.5 Anti-lobbying. FOUNDATION shall not use any part of the funds rendered for Services to directly or indirectly pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a political candidate for public office or a Member of Congress, a jurisdiction, or an official of any government, or to favor, adopt, or oppose, by vote or otherwise, any legislation.

16.6 Non-Discrimination. FOUNDATION shall not discriminate in the provision of services, benefits, employment, facilities or otherwise because of race, color, ancestry, religion, creed, national origin, sex, age, sexual orientation, physical or mental disability, medical condition, marital status, denial of family care leave or on the basis of any other protected category as provided by federal, state and/or local laws. RSCCD shall comply with the provisions of the Fair Employment and Housing Act (California Government Code §12990(a)-(f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 et. seq.)

16.7 Debarment and/or Suspension. RSCCD shall comply with Executive Order 12549, Debarment and Suspension. RSCCD represents and warrants that RSCCD is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency or any California state department or agency.

16.8 Disclaimer of Warranties.

FOUNDATION MAKES NO WARRANTIES RELATED TO THE SERVICES PROVIDED BY FOUNDATION HEREUNDER, AND HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. RSCCD ASSUMES TOTAL RESPONSIBILITY FOR ITS USE OF THE RESULTS OBTAINED FROM THE SERVICES. FOUNDATION DOES NOT WARRANT THAT THE SERVICES MEET RSCCD'S REQUIREMENTS OR WILL BE UNINTERRUPTED OR ERROR FREE.

16.9 Authority to Bind. The parties each represent and warrant that the signatories below are authorized to sign this agreement on behalf of themselves or the party on whose behalf they execute this agreement.

16.10 Relationship of the Parties. Both parties are independent parties and this agreement will not establish any relationship of partnership, joint venture, employment, agency or otherwise. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided in this agreement.

16.11 Force Majeure. FOUNDATION shall not be liable or deemed to be in default for any delay or failure in performance under this agreement or interruption of Services resulting, directly or indirectly, from acts of God, civil

or military authority, acts of public enemy, terrorism, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of FOUNDATION.

16.12 Subcontractors and Partners. FOUNDATION may, at its own discretion utilize subcontractors or its supporting partners to assist in provision of the Services under this Agreement.

## **17. Notices**

All notices and other communications required or permitted to be given under this agreement, including but not limited to any notice of change of address, must be directed to the following individuals:

### **FOUNDATION:**

#### REPRESENTATIVE/PROGRAM MANAGER (All Programmatic Issues):

Tim Aldinger  
Director, Workforce Development  
Foundation for California Community Colleges  
1102 Q Street, Suite 4800  
Sacramento, CA 95811  
916-491-4499  
[taldinger@foundationccc.org](mailto:taldinger@foundationccc.org)

#### CONTRACTS (Contracts Issues Only, including but not limited to Contract Notices):

Contracts Department  
Foundation for California Community Colleges  
1102 Q Street, Suite 4800  
Sacramento, CA 95811  
[contracts@foundationccc.org](mailto:contracts@foundationccc.org)

#### RSCCD/Santa Ana College:

Madeline Grant  
Dean, Business Division  
1530 W. 17<sup>th</sup> Street  
Santa Ana, CA 92706-3398  
714-564-6789  
[Grant\\_Madeline@sac.edu](mailto:Grant_Madeline@sac.edu)

THE PARTIES HEREBY EXECUTE THIS AGREEMENT with their signature below.

**RSCCD**

**FOUNDATION FOR CALIFORNIA  
COMMUNITY COLLEGES**

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

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

Print Name: Peter J. Hardash

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

Title: Vice Chancellor of Business  
Operations/Fiscal Services

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

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

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

**RSCCD – second signature, if required**

**FOUNDATION FOR CALIFORNIA  
COMMUNITY COLLEGES – second signature,  
if required**

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

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

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

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

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

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

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

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

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

To:	Board of Trustees	Date: February 05, 2018
Re:	Approval of Educational Affiliation Agreement with Goodfellow Occupational 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. The Occupational Therapy Assistant 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 educational affiliation agreement with Goodfellow Occupational Therapy, located in Fresno, California, as presented.

Fiscal Impact:	None	Board Date: February 05, 2018
Prepared by:	Shelly Jaffray, Interim 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 **Goodfellow Occupational 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 DISTRICT

#### A. For the Program in General

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

**B. For Program Planning**

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

**C. For Occupational Therapy Assistant Program Students**

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

**PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY**

**A. For the Program in General**

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

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

**B. For Services and Facilities**

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

**C. For the Control of District Personnel**

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

**PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES**

**A. For publications**

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

B. Insurance:

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

**Insurance Carried by Agency.** Agency 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 Agency, its employees, agents, officers, Board Members, and others arising from the activities required under this agreement and said policy shall remain in full force and effect during the term hereof. Proof of insurance is to be provided to District.

C. Indemnification

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

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

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

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

**PART VI. PERIOD OF AGREEMENT, TERMINATION**

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

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

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

**Agency: Goodfellow Occupational Therapy**  
\_\_\_\_\_

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

**Goodfellow Occupational Therapy  
2505 West Shaw Avenue, Building A  
Fresno, CA 93711**

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

  
\_\_\_\_\_  
**Rebecca Crouch, OTR/L  
Director  
Staff Development**

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

Date: 11/20/17

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

To:	Board of Trustees	Date: February 05, 2018
Re:	Approval of Educational Affiliation Agreement with the Rehabilitation Institute of Southern California	
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. The Occupational Therapy Assistant 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 educational affiliation agreement with the Rehabilitation Institute of Southern California, located in Orange, California, as presented.

Fiscal Impact:	None	Board Date: February 05, 2018
Prepared by:	Shelly Jaffray, Interim 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 **Rehabilitation Institute of Southern California**, hereinafter called the Agency, and **Rancho Santiago Community College District on behalf of Santa Ana College**, hereinafter called the District.

### PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

### PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

#### A. For the Program in General

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

**B. For Program Planning**

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

**C. For Occupational Therapy Assistant Program Students**

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

**PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY**

**A. For the Program in General**

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

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

**B. For Services and Facilities**

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

**C. For the Control of District Personnel**

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

**PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES**

**A. For publications**

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

B. Insurance:

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

**Insurance Carried by Agency.** Agency 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 Agency, its employees, agents, officers, Board Members, and others arising from the activities required under this agreement and said policy shall remain in full force and effect during the term hereof. Proof of insurance is to be provided to District.

C. Indemnification

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

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

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

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

**PART VI. PERIOD OF AGREEMENT, TERMINATION**

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

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

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

**Agency: Rehabilitation Institute of Southern  
California**  
\_\_\_\_\_

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

**Rehabilitation Institute of Southern California  
1800 East La Veta Avenue  
Orange, CA 92866**

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

  
\_\_\_\_\_  
**Prain Singh  
Executive Director**

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

**Date:** October 18, 2017

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

To:	Board of Trustees	Date: February 5, 2018
Re:	Approval of Clinical Training Affiliation Agreement Renewal with Mission Hospital (With School Instructor on Hospital Premises)	
Action:	Request for Approval	

**BACKGROUND**

Students in the Nursing program are required to participate in clinical rotation activities at sites throughout the community in order to gain practical field experiences and to apply knowledge and skills learned in college classes. The proposed Clinical Training Affiliation Agreement Renewal with Mission Hospital (With School Instructor on Hospital Premises) will yield appropriate clinical rotation activities for the Nursing program.

**ANALYSIS**

The Clinical Training Affiliation Agreement Renewal with Mission Hospital (With Instructor on Hospital Premises) covers the scope of the program's operations of the facility, as well as other issues relating to the responsibilities for both parties. The Clinical Training Affiliation Agreement Renewal with Mission Hospital (With School Instructor on Hospital Premises) has been reviewed by the college and district. The Clinical Training Affiliation Agreement Renewal with Mission Hospital (With School Instructor on Hospital Premises) carries no costs or other financial arrangements.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this Clinical Training Affiliation Agreement Renewal with Mission Hospital (With School Instructor on Hospital Premises), located in Mission Viejo, California, as presented.

Fiscal Impact:	None	Board Date: February 5, 2018
Prepared by:	Shelly Jaffray, Interim Vice President of Academic Affairs Rebecca Miller, MSN, Associate Dean of Health Sciences	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

# CLINICAL TRAINING AFFILIATION AGREEMENT

## (With School Instructor on Hospital Premises)

This Clinical Training Affiliation Agreement ("Agreement") is made and entered into as of the later of February 8, 2018 or the execution of the Agreement by both parties (the "Effective Date") by and between Mission Hospital ("Hospital") and Rancho Santiago Community College District on behalf of Santa Ana College ("School").

### RECITALS

A. Hospital is a California nonprofit public benefit corporation that operates a general acute care hospital accredited in accordance with the standards of the Joint Commission and licensed by the California Department of Public Health.

B. School is an institution of higher learning authorized pursuant to California law to offer health care program(s) and to maintain classes and such program(s) at hospitals for the purpose of providing clinical training for students in such classes.

C. Hospital operates clinical facilities within Hospital which are suitable for School's clinical training programs ("the Program(s)") in the area of Nursing. School desires to establish the Program(s) at Hospital for the students of the School enrolled in the Program(s). Hospital desires to support the Program(s) to assist in training students of School.

D. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Program(s) at Hospital.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### 1. RESPONSIBILITIES OF SCHOOL

1.1 Academic Responsibility. School shall develop the Program(s) curriculum and shall be responsible for offering a health care education program eligible, if necessary, for accreditation and approval by any state board or agency.

1.2 Number of Students. School shall designate and notify Hospital of the students who are enrolled and in good standing in the Program(s) to be assigned for clinical training at Hospital in such numbers as are mutually agreed upon between Hospital and School. School and Hospital will also mutually agree to the dates and length of the Program(s).

1.3 Orientation. School shall provide orientation to all students and and faculty and ensure that all students receive clinical instruction and have necessary basic skills prior to the clinical experience at Hospital.

1.4 Supervision. School shall supervise all students in their clinical training at Hospital and provide the necessary qualified instructors for the Program(s) who must be satisfactory to Hospital. All such instructors shall be employees of School. School also shall be responsible for instruction, counseling, controlling, disciplining and all activities of students at Hospital.

1.5 Documentation. School shall maintain all attendance and academic records of students participating in the Program(s). School shall implement and maintain an evaluation process of the students' progress throughout the Program(s).

1.6 Background Check. School shall ensure that each student obtains background check prior to training at Hospital. At a minimum, the background check shall include the following: verification of identity (social security trace); criminal background check in all counties of residence and employment for the last seven (7) years; motor vehicle records trace; and Office of Inspector General ("OIG") sanction trace.

1.7 Health Clearance. School shall ensure that each Student complies with Hospital's requirements for immunizations, tests, and required education including but not limited to: (a) an annual health examination, (b) Proof of TB skin test (Mantoux) within previous 12 months, repeated annually, If known skin test positive, baseline chest x-ray, annual symptom screen and repeat CXR if annual symptom review is positive. (c) Proof of immunization or immune titers to Rubeola, Rubella and Varicella, (d) proof of Tetanus, Diphtheria, and Acellular Pertussis (Tdap) immunization, (e) proof of Hepatitis B vaccine, and (f) proof of annual Influenza vaccination or declination statement. School shall provide (a) proof of Aerosol Transmissible Disease (ATD) training including elements required by the Cal/OSHA ATD Standard, and (b) proof of Bloodborne Pathogen training prior to a student's and/or instructor's first clinical day and at least annually thereafter including elements required by the Cal/OSHA Bloodborne Pathogen Standard.

1.8 Hospital Policies and Procedures. School shall require that each student and instructor is aware of and understands all applicable Hospital policies and procedures and shall require each student and instructor to conform to all such Hospital policies, procedures, regulations, standards for health, safety, cooperation, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of Hospital and School. School shall instruct students that they are not permitted to interfere with the activity or judgment of the health care providers at Hospital in administering care to patients in the context of training.

1.9 Supplies and Equipment. School shall provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the Program(s).

1.10 Confidentiality. School shall instruct students regarding confidentiality of patient information, including compliance with and legal obligations pursuant to the Health Insurance Portability and Accountability Act of 1996, and the implementation regulations thereunder. No student shall have access to or have the right to review any medical record or quality assurance or peer review information except where necessary in the regular course of the Program(s). School shall require that all students maintain the confidentiality of any and all patient and other information received in the course of the Program(s). Further, School shall inform students that they must not discuss, transmit, or narrate in any form any patient information of a personal nature, medical or otherwise, except as a necessary part of the patient's treatment plan or the Program(s).

1.11 Insurance. School shall ensure that all students and instructors maintain professional liability insurance coverage (either independently or as an additional insured on School's policy) at a minimum of One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School agrees to maintain professional and comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School shall provide for notification to Hospital at least thirty (30) days in advance of any material modification or cancellation of such coverage. School also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of School working at Hospital pursuant to this Agreement at all times during the course of this Agreement. School shall provide certificates evidencing all coverage referred to in this section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis except that, with respect to students and instructors, such evidence will be provided prior to the date when any new student or instructor commences participation in the Program(s).

1.12 Accreditation. School shall at all times during the course of this Agreement be licensed or qualified to offer the Program(s) to students.

## **2. RESPONSIBILITIES OF HOSPITAL**

2.1 Access. Hospital shall permit nonexclusive access to the Program(s) to instructors and those students designated by School as eligible for participation in the Program(s) at Hospital, provided such access does not unreasonably interfere with the regular activities at Hospital. Hospital agrees to provide qualified students with access to clinical areas and patient care opportunities as appropriate to the level of understanding and education of such students and as appropriate to the provision of quality care and privacy of Hospital patients.

2.2 Implementation of Program(s). Hospital agrees to cooperate with and assist in the planning and implementation of the Program(s) at Hospital for the benefit of students from School.

2.3 Accreditation. Hospital shall maintain Hospital so that it conforms to the requirements of the California Department of Public Health and the Joint Commission.

2.4 Patient Care. Pursuant to the California Code of Regulations ("CCR"), Title 22, Section 70713, School understands and agrees that Hospital, with its Medical Staff, retains professional and administrative responsibility for Services rendered to Hospital patients. Further, School shall ensure its students and instructors conduct their activities hereunder consistent with relevant law and regulation, the Medical Staff Bylaws, the Medical Staff Rules and Regulations, Hospital policy and procedures, Emergency Medical Treatment and Active Labor Act ("EMTALA"), Title 22, the standards and requirements under the Joint Commission, professional standards, Hospital philosophy and values and the Ethical and Religious Directives for Catholic Health Facilities. The parties understand and agree that this provision is intended to fulfill requirements of the Joint Commission and state law and is not intended to modify the independent contractor relationship nor indemnification requirements between the parties herein.

2.5 Space and Storage. At Hospital's discretion, it will provide students with classroom space within Hospital and an acceptable amount of storage space for School's instructional materials for use in the Program(s), subject to reasonable availability.

2.6 Removal of Students and Instructors. Hospital shall have the absolute right to determine who will administer care to its patients. In the event that any student or instructor, in the sole discretion of Hospital, fails to perform satisfactorily, fails to follow Hospital policies, procedures and regulations, or fails to meet Hospital standards for health, safety, security, cooperation or ethical behavior, Hospital shall have the right to request that School withdraw the student or instructor from the Program(s). School shall comply with Hospital's request within five (5) days of receipt of notice from Hospital and, with respect to instructors, School shall provide a replacement instructor acceptable to Hospital. Notwithstanding the foregoing, in the event of any emergency or if any student or instructor represents a threat to patient safety or personnel, Hospital may immediately exclude any student or instructor from Hospital until final resolution of the matter with School.

2.7 Documentation. Hospital agrees to make available to instructors and qualified students of School a copy of its policies and procedures, rules and regulations, and other relevant information in order that students obtain the benefit of such documentation and in order that students comply with such policies and rules. Such copy is available at Hospital's facility for review.

2.8 First Aid. Hospital shall be available to provide necessary emergency health care or first aid within its' capacity to students and instructors participating in the Program(s). Any emergency health care or first aid provided by Hospital shall be billed to the student, instructor or School at Hospital's normal billing rate for private-pay patients. Except as herein provided, Hospital shall have no obligation to furnish medical or surgical care to any student or instructor.

2.9 Statement of Adequate Staffing. Hospital acknowledges that it has adequate staffing and that students participating in the Program(s) shall not be substituted for staff necessary for reasonable staffing coverage.

2.10 Authority. Hospital shall maintain at all times full authority over and responsibility for care of its patients and may intervene and/or redirect students when appropriate or necessary.

### **3. RELATIONSHIP OF THE PARTIES**

3.1 Term. The term of this Agreement shall commence as of the Effective Date and shall continue for three (3) year(s) unless terminated sooner as provided herein.

3.2 Indemnification. Except as otherwise may be provided in this Agreement, each party shall indemnify, hold harmless and defend the other party from any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its agents, employees, officers, volunteers or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of such indemnifying parties, its agents, employees, officers, volunteers, or subcontractors.

3.3 Termination. Either party may terminate this Agreement at any time and for any reason upon at least thirty (30) days prior written notice to the other party. To the extent reasonably possible, Hospital will attempt to limit its termination of this Agreement without cause so as to allow the completion of student training for the then current academic year by any student who, at the date of mailing of said notice by Hospital, was satisfactorily participating in the Program(s).

3.4 Independent Contractor. In the performance of the obligations under this Agreement, it is mutually understood and agreed that School and School's instructors are at all times acting and performing as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create between Hospital and School or Hospital and School's instructors an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Students shall maintain the status of learners and neither this Agreement nor any acts pursuant to it shall be deemed to create an employment or agency relationship between Hospital and any student. Therefore, the parties understand and agree that Hospital is not responsible in any way, directly or indirectly, for any employment-related benefits for students or School's instructors. Such benefits not covered include, but are not limited to salaries, vacation time, sick leave, Workers' Compensation, and health benefits. The sole interest of Hospital is to assure that services to its patients are performed in a competent and satisfactory manner. No relationship of employer and employee is created by this Agreement and neither School, instructors, nor any student enrolled in School's Program(s), whether as a shareholder, partner, employee, independent contractor, subcontractor or otherwise, shall have any claim under this Agreement or otherwise against Hospital for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability or unemployment benefits. School shall indemnify and hold harmless Hospital from any and all liability for fees, compensation, wages and benefits of itself, its instructors or its students and from taxes on business income and other costs and expenses of an employer that Hospital would incur if, contrary to the parties' intention, School, its instructors or its students are determined to be employees of Hospital.

3.5 Role of Students and Instructors. It is not the intention of School or Hospital that any student or instructor occupies the position of third-party beneficiary of any obligations assumed by Hospital or School pursuant to this Agreement.

3.6 Publicity. Neither School nor Hospital shall cause to be published or disseminate any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to the Program(s) without the prior written consent of the other party.

3.7 Records. It is understood and agreed that all records, other than student evaluation records and information, shall remain the property of Hospital.

#### **4. GENERAL PROVISIONS**

4.1 Entire Agreement; Amendment. This Agreement including the attachments and exhibits hereto contains the complete and full agreement between the parties with respect to the subject matter hereof and shall supersede all other agreements relative to the subject matter hereof by and between the parties. This Agreement may be amended but only by an instrument in writing signed by both parties to the Agreement. The parties agree to amend this Agreement to the extent reasonably necessary for Hospital or its affiliates to comply with its tax-exempt bond obligations and covenants, to maintain tax-exempt status, and to qualify for tax-exempt financing.

4.2 Assignment. School shall not subcontract, assign its rights or delegate its duties under this Agreement without the prior written consent of Hospital. This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each party.

4.3 Compliance. School acknowledges and agrees to abide by Hospital's Corporate Responsibility Program ("CRP") and acknowledges that copies of the policies, procedures and handbooks describing the CRP are available to School and School's students. This CRP is

intended to prevent compliance violations and to promote education related to fraud, abuse, false claims including but not limited to the Deficit Reduction Act provisions, excess private benefit and inappropriate referrals. School hereby agrees, that it shall promptly report any regulatory compliance concerns either to an appropriate Hospital manager or through the Hospital's Corporate Responsibility Hotline (866-913-0275). Further, it is represented and warranted by School that all individuals providing service hereunder shall not at any time have been sanctioned by a health care regulatory agency and, finally, that investigatory activity relevant to this School shall be promptly reported through the hotline (above). Failure to abide by the CRP compliance requirements shall give Hospital the right to terminate this Agreement immediately at its sole discretion.

4.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall be instituted and prosecuted only in a court of proper jurisdiction in Orange County, California.

4.5 Non-Discrimination. Neither party shall discriminate against any student on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference. In addition, the parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statutes and judicial decisions.

4.6 Notices. Any and all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date personally delivered; (b) three business days after being mailed by United States post, certified and return receipt requested; or (c) one business day after being sent by nationally recognized overnight courier, properly addressed as follows or such other address as may later be designated by the party:

If to Hospital:                      Mission Hospital  
Professional Education Department  
27700 Medical Center Road  
Mission Viejo, CA 92691

If to School:                         Santa Ana College  
1530 W. 17th Street  
Santa Ana, CA 92706

4.7 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

4.8 Waiver. Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.

***Signature page to follow.***

**“HOSPITAL”**

Signature \_\_\_\_\_  
By Eileen Haubl  
Its Vice President and Chief Financial Officer  
Date \_\_\_\_\_

**“SCHOOL”**

Signature \_\_\_\_\_  
By Peter J. Hardash  
Its Vice Chancellor of Fiscal Services/Business Operations  
Date \_\_\_\_\_

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

To: Board of Trustees	Date: February 5, 2018
Re: Approval of Clinical Training Affiliation Agreement Renewal with Mission Hospital (Without School Instructor on Hospital Premises)	
Action: Request for Approval	

**BACKGROUND**

Students in the Nursing program are required to participate in clinical rotation activities at sites throughout the community in order to gain practical field experiences and to apply knowledge and skills learned in college classes. The proposed Clinical Training Affiliation Agreement Renewal with Mission Hospital (Without School Instructor on Hospital Premises) will yield appropriate clinical rotation activities for the Nursing program.

**ANALYSIS**

The Clinical Training Affiliation Agreement Renewal with Mission Hospital (Without Instructor on Hospital Premises) covers the scope of the program's operations of the facility, as well as other issues relating to the responsibilities for both parties. The Clinical Training Affiliation Agreement Renewal with Mission Hospital (Without School Instructor on Hospital Premises) has been reviewed by the college and district. The Clinical Training Affiliation Agreement Renewal with Mission Hospital (Without School Instructor on Hospital Premises) carries no costs or other financial arrangements.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this Clinical Training Affiliation Agreement Renewal with Mission Hospital (Without School Instructor on Hospital Premises), located in Mission Viejo, California, as presented.

Fiscal Impact: None	Board Date: February 5, 2018
Prepared by: Shelly Jaffray, Interim Vice President of Academic Affairs Rebecca Miller, MSN, Associate Dean of Health Sciences	
Submitted by: Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

# CLINICAL TRAINING AFFILIATION AGREEMENT

## (Without School Instructor on Hospital Premises)

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### RECITALS

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B. School is an institution of higher learning authorized pursuant to California law to offer health care program(s) and to maintain classes and such program(s) at hospitals for the purpose of providing clinical training for students in such classes.

C. Hospital operates clinical facilities within Hospital which are suitable for School's clinical training programs ("the Program(s)") in the area of Nursing. School desires to establish the Program(s) at Hospital for the students of the School enrolled in the Program(s). Hospital desires to support the Program(s) to assist in training students of School.

D. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Program(s) at Hospital.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### 1. RESPONSIBILITIES OF SCHOOL

1.1 Academic Responsibility. School shall develop the Program(s) curriculum and shall be responsible for offering a health care education Program eligible, if necessary, for accreditation and approval by applicable state board or agency.

1.2 Number of Students. School shall designate and notify Hospital of the students who are enrolled and in good standing in the Program(s) to be assigned for clinical training at Hospital in such numbers as are mutually agreed upon between Hospital and School. School and Hospital will also mutually agree to the dates and length of the Program(s).

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1.4 Discipline. School shall be responsible for counseling, and disciplining of students in

the Program.

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within thirty (30) days of execution of this Agreement and thereafter, on an annual basis except that, with respect to students, such evidence will be provided prior to the date when any new student commences participation in the Program(s).

1.11 Accreditation. School shall at all times during the course of this Agreement be licensed or qualified to offer the Program(s) to students.

## **2. RESPONSIBILITIES OF HOSPITAL**

2.1 Access. Hospital shall permit nonexclusive access to the Program(s) to those students designated by School as eligible for participation in the Program(s) at Hospital provided such access does not unreasonably interfere with the regular activities at Hospital. Hospital agrees to provide qualified students with access to clinical areas and patient care opportunities as appropriate to the level of understanding and education of such students and as appropriate to the provision of quality care and privacy of Hospital patients.

2.2 Implementation of Program(s). Hospital agrees to cooperate with and assist in the planning and implementation of the Program(s) at Hospital for the benefit of students from School.

2.3 Instruction. Hospital shall instruct students in their clinical training at Hospital with the supervision of a fully licensed professional, if applicable, relevant to the students' specific course of clinical training.

2.4 Accreditation. Hospital shall maintain Hospital so that it conforms to the requirements of the California Department of Public Health and the Joint Commission.

2.5 Patient Care. Pursuant to the California Code of Regulations ("CCR"), Title 22, Section 70713, School understands and agrees that Hospital, with its Medical Staff, retains professional and administrative responsibility for Services rendered to Hospital patients. Further, School and students shall conduct their respective activities hereunder consistent with relevant law and regulation, the Medical Staff Bylaws, the Medical Staff Rules and Regulations, Hospital policy and procedures, Emergency Medical Treatment and Active Labor Act ("EMTALA"), Title 22, the standards and requirements under the Joint Commission, professional standards, Hospital philosophy and values and the Ethical and Religious Directives for Catholic Health Facilities. The parties understand and agree that this provision is intended to fulfill requirements of the Joint Commission and state law and is not intended to modify the independent contractor relationship nor indemnification requirements between the parties herein.

2.6 Space and Storage. At Hospital's discretion, it will provide students with classroom space within Hospital and an acceptable amount of storage space for School's instructional materials for use in the Program(s), subject to reasonable availability.

2.7 Removal of Students. Hospital shall have the absolute right to determine who will administer care to its patients. In the event that any student, in the sole discretion of Hospital, fails to perform satisfactorily, fails to follow Hospital policies, procedures and regulations, or fails to meet Hospital standards for health, safety, security, cooperation or ethical behavior, Hospital shall have the right to request that School withdraw the student from the Program(s). School shall comply with Hospital's request within five (5) days of receipt of notice from Hospital. Notwithstanding the foregoing, in the event of any emergency or if any student represents a threat to patient safety or personnel, Hospital may immediately exclude any student from Hospital until final resolution of the matter with School.

2.8 Documentation. Hospital agrees to make available to qualified students of School a

copy of its policies and procedures, rules and regulations, and other relevant information in order that students obtain the benefit of such documentation and in order that students comply with such policies and rules. Such copy is available at Hospital's facility for review.

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2.10 Statement of Adequate Staffing. Hospital acknowledges that it has adequate staffing and that students participating in the Program(s) shall not be substituted for staff necessary for reasonable staffing coverage.

2.11 Authority. Hospital shall maintain at all times full authority over and responsibility for care of its patients and may intervene and/or redirect students when appropriate or necessary.

### **3. RELATIONSHIP OF THE PARTIES**

3.1 Term. The term of this Agreement shall commence as of the Effective Date and shall continue for three (3) year(s) unless terminated sooner as provided herein.

3.2 Indemnification. Except as otherwise may be provided in this Agreement, each party shall indemnify, hold harmless and defend the other party from any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its agents, employees, officers, volunteers or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of such indemnifying parties, its agents, employees, officers, volunteers, or subcontractors.

3.3 Termination. Either party may terminate this Agreement at any time and for any reason upon at least thirty (30) days prior written notice to the other party. To the extent reasonably possible, Hospital will attempt to limit its termination of this Agreement without cause so as to allow the completion of student training for the then current academic year by any student who, at the date of mailing of said notice by Hospital, was satisfactorily participating in the Program(s).

3.4 Independent Contractor. In the performance of the obligations under this Agreement, it is mutually understood and agreed that School is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create between Hospital and School an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Students shall maintain the status of learners and neither this Agreement nor any acts pursuant to it shall be deemed to create an employment or agency relationship between Hospital and any student. Therefore, the parties understand and agree that Hospital is not responsible in any way, directly or indirectly, for any employment-related benefits for students. Such benefits not covered include but are not limited to, salaries, vacation time, sick leave, Workers' Compensation, and health benefits. The sole interest of Hospital is to assure that services to its patients are performed in a competent and satisfactory manner. No relationship of employer and employee is created by this Agreement, and neither School nor any student enrolled in School's Program(s), whether as a shareholder, partner, employee, independent contractor, subcontractor or otherwise, shall have any claim under this Agreement or otherwise against Hospital for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability or unemployment benefits. School shall indemnify and hold harmless Hospital from any and all

liability for fees, compensation, wages and benefits of itself or its students, and from taxes on business income and other costs and expenses of an employer that Hospital would incur if, contrary to the parties' intention, School or its students are determined to be employees of Hospital.

3.5 Role of Students. It is not the intention of School or Hospital that any student occupies the position of third-party beneficiary of any obligations assumed by Hospital or School pursuant to this Agreement.

3.6 Publicity. Neither School nor Hospital shall cause to be published or disseminate any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to the Program(s) without the prior written consent of the other party.

3.7 Records. It is understood and agreed that all records, other than student evaluation records and information, shall remain the property of Hospital.

#### 4. GENERAL PROVISIONS

4.1 Entire Agreement; Amendment. This Agreement including the attachments and exhibits hereto contains the complete and full agreement between the parties with respect to the subject matter hereof and shall supersede all other agreements relative to the subject matter hereof by and between the parties. This Agreement may be amended but only by an instrument in writing signed by both parties to the Agreement. The parties agree to amend this Agreement to the extent reasonably necessary for Hospital or its affiliates to comply with its tax-exempt bond obligations and covenants, to maintain tax-exempt status, and to qualify for tax-exempt financing.

4.2 Assignment. School shall not subcontract, assign its rights or delegate its duties under this Agreement without the prior written consent of Hospital. This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each party.

4.3 Compliance. School acknowledges and agrees to abide by Hospital's Corporate Responsibility Program ("CRP") and acknowledges that copies of the policies, procedures and handbooks describing the CRP are available to School and School's students. This CRP is intended to prevent compliance violations and to promote education related to fraud, abuse, false claims including but not limited to the Deficit Reduction Act provisions, excess private benefit and inappropriate referrals. School hereby agrees, that it shall promptly report any regulatory compliance concerns either to an appropriate Hospital manager or through the Hospital's Corporate Responsibility Hotline (866-913-0275). Further, it is represented and warranted by School that all individuals providing service hereunder shall not at any time have been sanctioned by a health care regulatory agency and, finally, that investigatory activity relevant to this School shall be promptly reported through the hotline (above). Failure to abide by the CRP compliance requirements shall give Hospital the right to terminate this Agreement immediately at its sole discretion.

4.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall be instituted and prosecuted only in a court of proper jurisdiction in Orange County, California.

4.5 Non-Discrimination. Neither party shall unlawfully discriminate against any student on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference. In addition, the parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statutes and judicial decisions.

4.6 Notices. Any and all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date personally delivered; (b) three business days after being mailed by United States post, certified and return receipt requested; or (c)

one business day after being sent by nationally recognized overnight courier, properly addressed as follows or such other address as may later be designated by the party:

If to Hospital:           Mission Hospital  
Professional Education Department  
27700 Medical Center Road  
Mission Viejo, CA 92691

If to School:             Santa Ana College  
1530 W. 17th Street  
Santa Ana, CA 92706

4.7     Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

4.8     Waiver. Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.

***Signature page to follow.***

**“HOSPITAL”**

Signature \_\_\_\_\_  
By Eileen Haubl  
Its Vice President and Chief Financial Officer  
Date \_\_\_\_\_

**“SCHOOL”**

Signature \_\_\_\_\_  
By Peter J. Hardash  
Its Vice Chancellor of Business Operations/Fiscal Services  
Date \_\_\_\_\_

Rancho Santiago Comm Coll District

Board Meeting of 02/05/18

AP0020

Bank Code: 92 District Funds

Check Registers Submitted for Approval

Page: 1

Checks Written for Period 01/11/18 Thru 01/23/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
65601	General Fund Unrestricted	0.00	1,937.00	-1,937.00	92*0494643	92*0494643
65851	General Fund Unrestricted	10,970.07	0.00	10,970.07	92*0497612	92*0497631
65852	General Fund Unrestricted	24,689.89	0.00	24,689.89	92*0497634	92*0497652
65853	General Fund Unrestricted	25,418.09	0.00	25,418.09	92*0497653	92*0497682
65854	General Fund Unrestricted	6,725.51	0.00	6,725.51	92*0497687	92*0497706
65856	General Fund Unrestricted	142,907.08	0.00	142,907.08	92*0497711	92*0497738
65861	General Fund Unrestricted	2,194,969.41	0.00	2,194,969.41	92*0497752	92*0497770
65863	General Fund Unrestricted	15,184.12	0.00	15,184.12	92*0497788	92*0497810
65868	General Fund Unrestricted	9,381.54	0.00	9,381.54	92*0497824	92*0497836
65869	General Fund Unrestricted	1,494.49	0.00	1,494.49	92*0497844	92*0497844
65870	General Fund Unrestricted	50.77	0.00	50.77	92*0497855	92*0497855
65874	General Fund Unrestricted	16,640.69	0.00	16,640.69	92*0497881	92*0497900
65875	General Fund Unrestricted	34,767.07	0.00	34,767.07	92*0497901	92*0497923
65876	General Fund Unrestricted	2,448.02	0.00	2,448.02	92*0497927	92*0497929
65881	General Fund Unrestricted	40,908.45	20,200.13	20,708.32	92*0497940	92*0497986
65882	General Fund Unrestricted	7,307.30	0.00	7,307.30	92*0497995	92*0498030
65887	General Fund Unrestricted	5,776.76	0.00	5,776.76	92*0498053	92*0498073
65888	General Fund Unrestricted	475.00	0.00	475.00	92*0498087	92*0498087
65890	General Fund Unrestricted	100,148.92	0.00	100,148.92	92*0498094	92*0498105
65891	General Fund Unrestricted	1,203.80	0.00	1,203.80	92*0498106	92*0498115
65893	General Fund Unrestricted	359.80	0.00	359.80	92*0498130	92*0498130
<b>Total Fund 11 General Fund Unrestricted</b>		<b>\$2,641,826.78</b>	<b>\$22,137.13</b>	<b>\$2,619,689.65</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
65623	General Fund Restricted	0.00	1,985.00	-1,985.00	92*0494842	92*0494846
65851	General Fund Restricted	16,321.06	0.00	16,321.06	92*0497611	92*0497632
65852	General Fund Unrestricted	4,919.82	0.00	4,919.82	92*0497633	92*0497638
65853	General Fund Restricted	13,269.74	0.00	13,269.74	92*0497658	92*0497684
65854	General Fund Restricted	13,254.86	0.00	13,254.86	92*0497686	92*0497707
65856	General Fund Restricted	27,387.25	0.00	27,387.25	92*0497712	92*0497740
65861	General Fund Restricted	38,276.86	0.00	38,276.86	92*0497756	92*0497766
65862	General Fund Restricted	2,992.27	0.00	2,992.27	92*0497771	92*0497784
65863	General Fund Restricted	74,194.09	0.00	74,194.09	92*0497785	92*0497812
65868	General Fund Restricted	8,885.39	0.00	8,885.39	92*0497826	92*0497835
65869	General Fund Restricted	6,949.71	0.00	6,949.71	92*0497837	92*0497849
65870	General Fund Restricted	557.27	0.00	557.27	92*0497850	92*0497860
65874	General Fund Restricted	29,376.58	0.00	29,376.58	92*0497880	92*0497899
65875	General Fund Restricted	17,004.87	0.00	17,004.87	92*0497902	92*0497922
65876	General Fund Restricted	3,737.18	0.00	3,737.18	92*0497924	92*0497931
65881	General Fund Restricted	453,626.22	227,171.55	226,454.67	92*0497942	92*0497994
65887	General Fund Restricted	7,715.99	0.00	7,715.99	92*0498054	92*0498075
65888	General Fund Restricted	255,460.05	0.00	255,460.05	92*0498076	92*0498088
65890	General Fund Restricted	16,682.61	0.00	16,682.61	92*0498099	92*0498101
65891	General Fund Restricted	69,993.34	0.00	69,993.34	92*0498107	92*0498114
65892	General Fund Restricted	3,883.86	0.00	3,883.86	92*0498116	92*0498127
65893	General Fund Restricted	2,585.02	0.00	2,585.02	92*0498128	92*0498129
<b>Total Fund 12 General Fund Restricted</b>		<b>\$1,067,074.04</b>	<b>\$229,156.55</b>	<b>\$837,917.49</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
65851	General Fund Restricted	4,925.70	0.00	4,925.70	92*0497618	92*0497629
65853	GF Unrestricted One-Time Func	191.88	0.00	191.88	92*0497665	92*0497665
65854	GF Unrestricted One-Time Func	1,000.00	0.00	1,000.00	92*0497685	92*0497685
65856	GF Unrestricted One-Time Func	3,801.58	0.00	3,801.58	92*0497710	92*0497741
65861	GF Unrestricted One-Time Func	14,144.36	0.00	14,144.36	92*0497750	92*0497767
65863	GF Unrestricted One-Time Func	1,054.46	0.00	1,054.46	92*0497804	92*0497809
65875	GF Unrestricted One-Time Func	11,909.03	0.00	11,909.03	92*0497907	92*0497921
65876	General Fund Restricted	3,716.25	0.00	3,716.25	92*0497925	92*0497925
65881	General Fund Unrestricted	6,094.00	3,047.00	3,047.00	92*0497947	92*0497973
65888	GF Unrestricted One-Time Func	5,518.19	0.00	5,518.19	92*0498085	92*0498086
65892	GF Unrestricted One-Time Func	9,856.19	0.00	9,856.19	92*0498122	92*0498124
<b>Total Fund 13 GF Unrestricted One-Time</b>		<b>\$62,211.64</b>	<b>\$3,047.00</b>	<b>\$59,164.64</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
65850	Child Development Fund	10,385.02	0.00	10,385.02	92*0497604	92*0497610
65859	Child Development Fund	964.53	0.00	964.53	92*0497744	92*0497747
65860	Child Development Fund	2,150.40	0.00	2,150.40	92*0497748	92*0497749
65865	Child Development Fund	332.53	0.00	332.53	92*0497820	92*0497820
65866	Child Development Fund	20.07	0.00	20.07	92*0497821	92*0497822
65872	Child Development Fund	8,437.10	0.00	8,437.10	92*0497866	92*0497877
65877	Child Development Fund	2,268.56	0.00	2,268.56	92*0497932	92*0497935
65880	Child Development Fund	46.00	0.00	46.00	92*0497939	92*0497939
65884	Child Development Fund	1,867.80	0.00	1,867.80	92*0498032	92*0498038
65889	Child Development Fund	2,643.06	0.00	2,643.06	92*0498089	92*0498093
<b>Total Fund 33 Child Development Fund</b>		<b>\$29,115.07</b>	<b>\$0.00</b>	<b>\$29,115.07</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
65855	Capital Outlay Projects Fund	13,514.13	0.00	13,514.13	92*0497708	92*0497709
65857	Capital Outlay Projects Fund	899.74	0.00	899.74	92*0497742	92*0497742
65867	Capital Outlay Projects Fund	21.00	0.00	21.00	92*0497823	92*0497823
65871	Capital Outlay Projects Fund	30,837.45	0.00	30,837.45	92*0497861	92*0497865
65873	Capital Outlay Projects Fund	52,809.57	0.00	52,809.57	92*0497878	92*0497879
65886	Capital Outlay Projects Fund	111,758.72	0.00	111,758.72	92*0498043	92*0498052
<b>Total Fund 41 Capital Outlay Projects Fun</b>		<b>\$209,840.61</b>	<b>\$0.00</b>	<b>\$209,840.61</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
65864	Bond Fund, Measure Q	97,783.56	0.00	97,783.56	92*0497813	92*0497819
65885	Bond Fund, Measure Q	8,526.30	0.00	8,526.30	92*0498039	92*0498042
<b>Total Fund 43 Bond Fund, Measure Q</b>		<b>\$106,309.86</b>	<b>\$0.00</b>	<b>\$106,309.86</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
65849	Property and Liability Fund	20,594.24	0.00	20,594.24	92*0497602	92*0497603
65858	Property and Liability Fund	820.53	0.00	820.53	92*0497743	92*0497743
65879	Property and Liability Fund	19,235.76	0.00	19,235.76	92*0497937	92*0497938
65883	Property and Liability Fund	3,122.15	0.00	3,122.15	92*0498031	92*0498031
<b>Total Fund 61 Property and Liability Fund</b>		<b><u>\$43,772.68</u></b>	<b><u>\$0.00</u></b>	<b><u>\$43,772.68</u></b>		

Checks Written for Period 01/11/18 Thru 01/23/18

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65878	Workers' Compensation Fund	215.24	0.00	215.24	92*0497936	92*0497936
<b>Total Fund 62 Workers' Compensation Fu</b>		<u><u>\$215.24</u></u>	<u><u>\$0.00</u></u>	<u><u>\$215.24</u></u>		

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**SUMMARY**

Total Fund 11 General Fund Unrestricted	2,619,689.65
Total Fund 12 General Fund Restricted	837,917.49
Total Fund 13 GF Unrestricted One-Time Fund	59,164.64
Total Fund 33 Child Development Fund	29,115.07
Total Fund 41 Capital Outlay Projects Fund	209,840.61
Total Fund 43 Bond Fund, Measure Q	106,309.86
Total Fund 61 Property and Liability Fund	43,772.68
Total Fund 62 Workers' Compensation Fund	215.24
Grand Total:	<u><u>\$3,906,025.24</u></u>

Checks Written for Period 01/11/18 Thru 01/23/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
311801213	Bookstore Fund	86,266.17	0.00	86,266.17	31*0108601	31*0108627
311801320	Bookstore Fund	40,164.12	20,082.06	20,082.06	31*0108628	31*0108643
311801423	Bookstore Fund	28,219.18	0.00	28,219.18	31*0108644	31*0108653
<b>Total Fund 31 Bookstore Fund</b>		<b>\$154,649.47</b>	<b>\$20,082.06</b>	<b>\$134,567.41</b>		

Checks Written for Period 01/11/18 Thru 01/23/18

<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>
711801213	Associated Students Fund	1,673.00	775.00	898.00	71*0008289	71*0008297
711801320	Associated Students Fund	15,733.00	0.00	15,733.00	71*0008298	71*0008314
<b>Total Fund 71 Associated Students Fund</b>		<u><u>\$17,406.00</u></u>	<u><u>\$775.00</u></u>	<u><u>\$16,631.00</u></u>		

Checks Written for Period 01/11/18 Thru 01/23/18

<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>
791801213	Diversified Trust Fund	21,772.02	0.00	21,772.02	79*0021234	79*0021236
791801320	Diversified Trust Fund	11,121.82	0.00	11,121.82	79*0021237	79*0021247
791801423	Diversified Trust Fund	895.00	0.00	895.00	79*0021248	79*0021248
<b>Total Fund 79 Diversified Trust Fund</b>		<b><u><u>\$33,788.84</u></u></b>	<b><u><u>\$0.00</u></u></b>	<b><u><u>\$33,788.84</u></u></b>		

Checks Written for Period 01/11/18 Thru 01/23/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
811801213	Diversified Agency Fund	8,364.07	300.00	8,064.07	81*0048427	81*0048442
811801320	Diversified Agency Fund	37,197.98	0.00	37,197.98	81*0048443	81*0048469
<b>Total Fund 81 Diversified Agency Fund</b>		<b><u>\$45,562.05</u></b>	<b><u>\$300.00</u></b>	<b><u>\$45,262.05</u></b>		

**SUMMARY**

Total Fund 31 Bookstore Fund	134,567.41
Total Fund 71 Associated Students Fund	16,631.00
Total Fund 79 Diversified Trust Fund	33,788.84
Total Fund 81 Diversified Agency Fund	45,262.05
<b>Grand Total:</b>	<b><u><u>\$230,249.30</u></u></b>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BUDGET BOARD REPORT  
From 01/11/2018 To 01/22/2018  
Board Meeting on 02/05/2018**

**BACKGROUND**

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

**ANALYSIS**

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

		<b>From</b>	<b>To</b>
<b><u>Fund 11: General Fund Unrestricted</u></b>			
2000	CLASSIFIED SALARIES	5,038	
3000	EMPLOYEE BENEFITS		9,541
4000	SUPPLIES & MATERIALS		400
5000	OTHER OPERATING EXP & SERVICES	5,354	
6000	CAPITAL OUTLAY		451
<b>Total Transfer Fund 11</b>		<b>\$10,392</b>	<b>\$10,392</b>
<b><u>Fund 12: General Fund Restricted</u></b>			
1000	ACADEMIC SALARIES	6,000	
2000	CLASSIFIED SALARIES	3,280	
3000	EMPLOYEE BENEFITS	5,680	
4000	SUPPLIES & MATERIALS		4,786
5000	OTHER OPERATING EXP & SERVICES		8,807
6000	CAPITAL OUTLAY		2,811
7000	OTHER OUTGO	1,444	
<b>Total Transfer Fund 12</b>		<b>\$16,404</b>	<b>\$16,404</b>
<b><u>Fund 13: GF Unrestricted One-Time Funds</u></b>			
4000	SUPPLIES & MATERIALS		10,640
5000	OTHER OPERATING EXP & SERVICES		16,918
6000	CAPITAL OUTLAY		22,563
7900	RESERVE FOR CONTINGENCIES	50,121	
<b>Total Transfer Fund 13</b>		<b>\$50,121</b>	<b>\$50,121</b>
<b><u>Fund 41: Capital Outlay Projects Fund</u></b>			
4000	SUPPLIES & MATERIALS	980	
6000	CAPITAL OUTLAY		748,936
7900	RESERVE FOR CONTINGENCIES	747,956	
<b>Total Transfer Fund 41</b>		<b>\$748,936</b>	<b>\$748,936</b>

The attached listing provides detailed transfers between major object codes equal to or greater than \$25,000, and 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 01/11/2018 To 01/22/2018**

**Board Meeting on 02/05/2018**

**BUDGET INCREASES AND DECREASES**

**Revenue    Appropriation**

**Fund 12: General Fund Restricted**

8800	LOCAL REVENUES	20,000	
1000	ACADEMIC SALARIES		17,917
2000	CLASSIFIED SALARIES		20,356
3000	EMPLOYEE BENEFITS		5,727
4000	SUPPLIES & MATERIALS		2,600
5000	OTHER OPERATING EXP & SERVICES		(46,600)
7000	OTHER OUTGO		20,000

**Total Transfer Fund 12**

**\$20,000**

**\$20,000**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BUDGET BOARD REPORT  
From 01/11/2018 To 01/22/2018  
Board Meeting on 02/05/2018**

<b>BUDGET TRANSFERS</b>		<b>From</b>	<b>To</b>
<b><u>Fund 13: GF Unrestricted One-Time Funds</u></b>			
<b>B022594</b>	<b>01/12/18</b>		
5000	OTHER OPERATING EXP & SERVICES		6,223
7900	RESERVE FOR CONTINGENCIES	6,223	
<b>Total Reference B022594</b>		<b>\$6,223</b>	<b>\$6,223</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	Move funds to cover confirming PO repairs 1998 Chev truck		
<b>B022598</b>	<b>01/12/18</b>		
5000	OTHER OPERATING EXP & SERVICES		13,895
7900	RESERVE FOR CONTINGENCIES	13,895	
<b>Total Reference B022598</b>		<b>\$13,895</b>	<b>\$13,895</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	Move funds to cover Fire Damper repair at SAC		
<b>B022640</b>	<b>01/19/18</b>		
4000	SUPPLIES & MATERIALS		10,640
6000	CAPITAL OUTLAY		19,363
7900	RESERVE FOR CONTINGENCIES	30,003	
<b>Total Reference B022640</b>		<b>\$30,003</b>	<b>\$30,003</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	Fund one time custodial expenses		
<b><u>Fund 41: Capital Outlay Projects Fund</u></b>			
<b>B022617</b>	<b>01/18/18</b>		
4000	SUPPLIES & MATERIALS	980	
6000	CAPITAL OUTLAY	200,378	
7900	RESERVE FOR CONTINGENCIES		201,358
<b>Total Reference B022617</b>		<b>\$201,358</b>	<b>\$201,358</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Allocate funds to contingency/ various		
<b>B022620</b>	<b>01/18/18</b>		
6000	CAPITAL OUTLAY		993,328
7900	RESERVE FOR CONTINGENCIES	993,328	
<b>Total Reference B022620</b>		<b>\$993,328</b>	<b>\$993,328</b>
<b>Reason:</b>	New Budget		
<b>Description:</b>	Prop. 39 Y5 LED Ltng SAC,SCC,DMC,DOC,OCSRTA		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BUDGET BOARD REPORT  
From 01/11/2018 To 01/22/2018  
Board Meeting on 02/05/2018**

<b>BUDGET TRANSFERS</b>	<b>From</b>	<b>To</b>
<b>B022631      01/19/18</b>		
6000      CAPITAL OUTLAY		130,600
7900      RESERVE FOR CONTINGENCIES	130,600	
	<hr/>	<hr/>
<b>Total Reference B022631</b>	<b>\$130,600</b>	<b>\$130,600</b>
<b>Reason:</b> New Budget		
<b>Description:</b> SCC Campus Directory (Electronic)		
<b>B022645      01/22/18</b>		
6000      CAPITAL OUTLAY	203,314	
7900      RESERVE FOR CONTINGENCIES		203,314
	<hr/>	<hr/>
<b>Total Reference B022645</b>	<b>\$203,314</b>	<b>\$203,314</b>
<b>Reason:</b> Special Project Adjustment		
<b>Description:</b> Allocate funds to contingency/various		
<b>B022648      01/22/18</b>		
6000      CAPITAL OUTLAY		28,700
7900      RESERVE FOR CONTINGENCIES	28,700	
	<hr/>	<hr/>
<b>Total Reference B022648</b>	<b>\$28,700</b>	<b>\$28,700</b>
<b>Reason:</b> Special Project Adjustment		
<b>Description:</b> FMRF-18-294 to replace 17 reheat coil valves in D bid		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BUDGET BOARD REPORT  
From 01/11/2018 To 01/22/2018  
Board Meeting on 02/05/2018**

**BUDGET INCREASES AND DECREASES**

**Fund 12: General Fund Restricted**

		Revenue	Appropriation
<b>B022601</b>	<b>01/16/18</b>		
8600	STATE REVENUES	(50,000)	
5000	OTHER OPERATING EXP & SERVICES		(50,000)
<b>Total Reference B022601</b>		<b>\$(50,000)</b>	<b>\$(50,000)</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Setup new budget for CTE DU Santa Ana College grant.		
<b>B022602</b>	<b>01/16/18</b>		
8600	STATE REVENUES	50,000	
1000	ACADEMIC SALARIES		12,259
3000	EMPLOYEE BENEFITS		741
4000	SUPPLIES & MATERIALS		2,000
5000	OTHER OPERATING EXP & SERVICES		35,000
<b>Total Reference B022602</b>		<b>\$50,000</b>	<b>\$50,000</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Setup new budget for CTE DU Santa Ana College grant - #2.		
<b>B022603</b>	<b>01/16/18</b>		
8600	STATE REVENUES	(50,000)	
5000	OTHER OPERATING EXP & SERVICES		(50,000)
<b>Total Reference B022603</b>		<b>\$(50,000)</b>	<b>\$(50,000)</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	New budget-CTE DU Santiago Canyon Clg grant-#1.		
<b>B022604</b>	<b>01/16/18</b>		
8600	STATE REVENUES	50,000	
1000	ACADEMIC SALARIES		5,658
2000	CLASSIFIED SALARIES		20,356
3000	EMPLOYEE BENEFITS		4,986
4000	SUPPLIES & MATERIALS		600
5000	OTHER OPERATING EXP & SERVICES		18,400
<b>Total Reference B022604</b>		<b>\$50,000</b>	<b>\$50,000</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	New budget SCC CTE DU grant #2		

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

To:	Board of Trustees	Date: February 5, 2018
Re:	Approval of the Quarterly Financial Status Report (CCFS-311Q) for period ended December 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 second quarter in fiscal year 2017-18 ended December 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 six months covered in this report, the District has recognized 49.9% of budgeted revenues and other financing sources and 44.5% 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 December 31, 2017 as presented.

Fiscal Impact:	Not Applicable	Board Date: February 5, 2018
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 2017-2018

District: (870) Rancho Santiago Community College

Quarter Ended: December 31, 2017

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

As of June 30 for fiscal year specified.

	FY 2014-15 Actual	FY 2015-16 Actual	FY 2016-17 Actual	FY 2017-18 Projected
<b>Revenues:</b>				
Unrestricted General Fund Revenues (Objects 8100, 8600, and 8800)	149,635,311	188,116,801	176,493,320	177,366,523
Other Financing Sources (Objects 8900)	8,977	8,449	148,482	5,000
<b>Total Unrestricted Revenues</b>	<b>149,644,288</b>	<b>188,125,250</b>	<b>176,641,802</b>	<b>177,371,523</b>
<b>Expenditures:</b>				
(Objects 1000-6000)	148,614,551	160,363,539	168,922,219	180,750,848
Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	2,379,302	16,744,553	9,399,551	1,752,990
<b>Total Unrestricted Expenditures</b>	<b>150,993,853</b>	<b>177,108,092</b>	<b>178,321,770</b>	<b>182,503,838</b>
<b>Revenues Over(Under)Expenditures</b>	<b>(1,349,565)</b>	<b>11,017,158</b>	<b>(1,679,968)</b>	<b>(5,132,315)</b>
<b>Fund Balance, Beginning</b>	<b>27,266,692</b>	<b>25,917,127</b>	<b>36,934,285</b>	<b>35,254,317</b>
Prior Year Adjustments + (-)	0	0	0	0
<b>Adjusted Fund Balance, Beginning</b>	<b>27,266,692</b>	<b>25,917,127</b>	<b>36,934,285</b>	<b>35,254,317</b>
<b>Fund Balance, Ending</b>	<b>25,917,127</b>	<b>36,934,285</b>	<b>35,254,317</b>	<b>30,122,002</b>
% of GF Balance to GF Expenditures	17.2%	20.9%	19.8%	16.5%

II. Annualized Attendance FTES:

Annualized FTES				
(Excluding apprentices and non-residents)	28,908	28,901	27,517	29,008

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

	As of the specified quarter ended for each fiscal year presented			
	2014-15	2015-16	2016-17	2017-18
General Fund Cash Balance (Excluding Borrowed Funds)	34,209,983	52,438,278	68,483,176	71,240,660

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)
<b>Revenues:</b>				
Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	177,359,213	177,366,523	88,505,387	49.9%
Other Financing Sources (Objects 8900)	5,000	5,000	0	0.0%
<b>Total Unrestricted Revenues</b>	<b>177,364,213</b>	<b>177,371,523</b>	<b>88,505,387</b>	<b>49.9%</b>
<b>Expenditures:</b>				
Unrestricted General Fund Expenditures (Objects 1000-6000)	179,663,468	180,750,848	79,682,497	44.1%
Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,750,000	1,752,990	1,500,000	85.6%
<b>Total Unrestricted Expenditures</b>	<b>181,413,468</b>	<b>182,503,838</b>	<b>81,182,497</b>	<b>44.5%</b>
<b>Revenues Over(Under) Expenditures</b>	<b>(4,049,255)</b>	<b>(5,132,315)</b>	<b>7,322,890</b>	
Adjusted Fund Balance, Beginning	35,254,317	35,254,317	35,254,317	
<b>Fund Balance, Ending</b>	<b>31,205,062</b>	<b>30,122,002</b>	<b>42,577,207</b>	
% of UGF Fund Balance to UGF Expenditures	17.2%	16.5%		

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		Academic**		Classified/Confidential	
	*Total Salary /Cost Increase %		*Total Salary /Cost Increase %		*Total Salary /Cost Increase %	
Year 1						
Year 2						
Year 3						

\*As specified in Collective Bargaining Agreement.

**BENEFITS**

Contract Period Settled (Specify)	Management		Academic		Classified/Confidential	
	Total Salary Cost Increase		Total Salary Cost Increase		Total Salary Cost Increase	
Year 1						
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.:

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: December 31, 2017

Governing Board Meeting Date: February 5, 2018

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

To:	Board of Trustees	Date: February 5, 2018
Re:	Quarterly Investment Report as of December 31, 2017	
Action:	For Information	

**BACKGROUND**

The Quarterly Investment Report for the quarter ended December 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 December 31, 2017 for all District funds; (2) excerpts from the Orange County Treasurer's Investment Report for the month ended December 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 December 31, 2017.

All investments for the quarter ended December 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 December 31, 2017 is presented as information.

Fiscal Impact:	None	Board Date: February 5, 2018
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**  
**December 31, 2017**

Description	Amount	Interest Rate	QTR	% of Investment
Orange County Treasurer				
General Obligation Bonds	71,941,440	1.15%	Oct - Dec	22.89%
Bond Sinking Funds	24,805,790	1.15%	Oct - Dec	7.89%
All Other Funds	212,260,347	1.15%	Oct - Dec	67.54%
Local Agency Investment Fund (LAIF)	153,675	1.20%	Oct - Dec	0.05%
Revolving Fund, Refundable Deposits and Cash in Banks	5,098,318	0.00%	Oct - Dec	1.62%
	<u>314,259,570</u>			<u>100.00%</u>

# Rancho Santiago Community College District

## Cash Position December 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	L AIF 9150	Fund Total
General Fund (11 & 12 & 13)	1	67,146,803				3,993,857	100,000			71,240,660
Child Development Fund	12	2,030,683								2,030,683
Bond Fund Measure Q	23	71,941,440								71,941,440
Bond Int & Red Fund	31				24,805,790					24,805,790
Capital Outlay Projects Fund	40	72,111,252								72,111,252
Workers' Compensation Fund	68	8,806,186						40,000		8,846,186
Property and Liability Fund	70	4,588,146						25,000		4,613,146
Retiree Benefits Fund	71	56,632,943							153,675	56,786,618
Student Financial Aid	74	932,558	11,776			939,461				1,883,795
<b>Totals</b>		<b>284,190,011</b>	<b>11,776</b>	<b>-</b>	<b>24,805,790</b>	<b>4,933,318</b>	<b>100,000</b>	<b>65,000</b>	<b>153,675</b>	<b>314,259,570</b>



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



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**INTERDEPARTMENTAL COMMUNICATION**

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**Date:** January 17, 2018

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

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

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

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Attached please find the Treasurer's Investment Report for the County of Orange for the month ended December 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](http://ocgov.com/ocinvestments).

**INVESTMENT POOL COMPOSITION**

The investments contained within this report are as of December 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 43 and 42, respectively. The maximum maturity of investments for the John Wayne Airport Investment Fund is 15 months, with a maximum WAM of 90 days, and a current WAM of 76. The maximum maturity of the Extended Fund is five years, with duration not to exceed the Merrill Lynch 1-3 Year index +25% (2.33), and the duration is currently at 1.0. 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 December the job market added 148,000 new jobs, and November's job numbers were revised upward by 24,000 to 252,000. The U.S. unemployment rate for December was unchanged at 4.1%. The U.S. Gross Domestic Product

third quarter rate decreased from the prior reported rate of 3.3% to 3.2%. The Empire State Manufacturing Index fell to 18.0 from 19.4 in November, while the Philadelphia Fed Index increased to 26.2 from 22.7 in November. The Federal Reserve uses these indexes as regional economic gauges, and a reading above zero signals economic expansion. With respect to housing, S&P/CaseShiller reported that housing prices continue to show positive momentum as year-over-year prices increased for the sixty-sixth consecutive month in October, up 6.17% from a year ago. The index for pending home sales increased 0.6% on a year-over-year basis in November. On December 13, 2017, the Federal Open Markets Committee (FOMC) raised the benchmark Federal Funds rate by 0.25 percent resulting in a new target range of 1.25 percent to 1.50 percent.

The 10-year Treasury rate decreased from 2.42% in November to 2.40% in December. The short-term 90-day T-bill ended the month at 1.39%, up from 1.27% in November. The rate on the 2-year Treasury note was 1.89% at the end of December, up from 1.78% in November.

#### **INVESTMENT INTEREST YIELDS AND FORECAST**

The current gross interest yield year-to-date for fiscal year 2017/2018 is 1.12% for the OCIP and 1.12% for the OCEIP. The current net yield for fiscal year 2017/2018 for both OCIP and OCEIP is 1.06%. The forecasted gross and net yields for fiscal year 2017/2018 have been revised to 1.24% from 1.14% and 1.18% from 1.08% respectively for both OCIP and OCEIP based on the recent .25% increase in the benchmark Federal Funds rate.

#### **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 following month. The December 2017 interest apportionment is expected to be paid by January 31, 2018. The investment administrative fee for fiscal year 2017/2018 is estimated at 6.0 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. Temporary transfers from the OCEIP totaled \$60 million and will be repaid by January 31, 2018.

#### **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 \$269 million in County of Orange debt, which represents approximately 2.6% of pooled assets. On January 12, 2018, the Investment Pools purchased \$375 million of unrated County of Orange Taxable Pension Obligation Bonds Series 2018 A debt in a private placement. Prior to purchasing any pool participant debt, a standardized credit analysis is performed.

#### **COMPLIANCE SUMMARY**

In December 2017, the IPS had one compliance exception from newly hired investment staff executing trades while in training, prior to receiving explicit delegation of trading authority, which has since been corrected.

#### **CREDIT UPDATE**

During December, there were two changes to the Treasurer's Approved Issuer List. Moody's changed the Microsoft Corporation Outlook from Negative to Stable, and the Credit Investment Committee approved the addition of the Orange County Pension Obligation Bonds, 2018 Series A. 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 December 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.

Enclosures

cc: Distribution List

4.4(5)

**ORANGE COUNTY TREASURER-TAX COLLECTOR**

**SUMMARY OF INVESTMENT DATA**

**INVESTMENT TRENDS**

	DECEMBER 2017	NOVEMBER 2017	INCREASE (DECREASE)	NET CHANGE %	DECEMBER 2016	INCREASE (DECREASE)	NET CHANGE %
<b><u>Orange County Investment Pool (OCIP)</u></b>							
End Of Month Market Value <sup>1,2</sup>	\$ 5,051,177,152	\$ 4,467,156,195	\$ 584,020,957	13.07%	\$ 4,654,995,166	\$ 396,181,986	8.51%
End Of Month Book Value <sup>1,2</sup>	\$ 5,067,583,251	\$ 4,483,174,377	\$ 584,408,874	13.04%	\$ 4,661,792,839	\$ 405,790,412	8.70%
Monthly Average Balance <sup>2</sup>	\$ 5,364,747,174	\$ 4,354,824,066	\$ 1,009,923,108	23.19%	\$ 4,729,129,292	\$ 635,617,882	13.44%
Year-To-Date Average Balance	\$ 4,247,353,852	\$ 4,023,875,188	\$ 223,478,664	5.55%	\$ 3,901,686,236	\$ 345,667,616	8.86%
Monthly Accrued Earnings <sup>3</sup>	\$ 5,218,424	\$ 4,078,272	\$ 1,140,152	27.96%	\$ 3,052,942	\$ 2,165,482	70.93%
Monthly Net Yield <sup>3,4</sup>	1.07%	1.07%	0.00%	0.00%	0.65%	0.42%	63.61%
Year-To-Date Net Yield <sup>3</sup>	1.06%	1.06%	0.00%	0.25%	0.72%	0.34%	48.11%
Annual Estimated Gross Yield <sup>5</sup>	1.24%	1.14%	0.10%	8.77%	0.87%	0.37%	42.86%
Weighted Average Maturity (WAM) <sup>6</sup>	236	281	(46)	-16.19%	328	(93)	-28.20%
<b><u>Orange County Educational Investment Pool (OCEIP)</u></b>							
End Of Month Market Value <sup>1,2</sup>	\$ 5,120,285,071	\$ 4,144,138,945	\$ 976,146,126	23.55%	\$ 4,619,949,126	\$ 500,335,945	10.83%
End Of Month Book Value <sup>1,2</sup>	\$ 5,137,293,954	\$ 4,159,948,762	\$ 977,345,192	23.49%	\$ 4,626,143,249	\$ 511,150,705	11.05%
Monthly Average Balance <sup>2</sup>	\$ 4,467,819,643	\$ 4,059,141,042	\$ 408,678,601	10.07%	\$ 3,963,915,696	\$ 503,903,947	12.71%
Year-To-Date Average Balance <sup>2</sup>	\$ 4,377,344,352	\$ 4,359,249,294	\$ 18,095,058	0.42%	\$ 3,877,905,914	\$ 499,438,438	12.88%
Monthly Accrued Earnings <sup>3</sup>	\$ 4,461,667	\$ 3,845,386	\$ 616,280	16.03%	\$ 2,781,536	\$ 1,680,131	60.40%
Monthly Net Yield <sup>3</sup>	1.10%	1.07%	0.02%	2.24%	0.75%	0.35%	47.11%
Year-To-Date Net Yield <sup>3</sup>	1.06%	1.05%	0.01%	0.69%	0.71%	0.35%	49.37%
Annual Estimated Gross Yield <sup>5</sup>	1.24%	1.14%	0.10%	8.77%	0.87%	0.37%	41.76%
Weighted Average Maturity (WAM) <sup>6</sup>	237	301	(64)	-21.35%	305	(68)	-22.38%

<sup>1</sup> Market values provided by Bloomberg and Northern Trust. The OCIP and OCEIP market values in November and December 2017 are slightly lower than book values due to the recent Federal Reserve short-term rate increases, but both have a net asset value of 1.00 and have sufficient liquidity to meet projected cash flow needs.

<sup>2</sup> In December 2017, OCIP market value, book value and monthly average balance increased from November 2017 and December 2016 primarily due to an increase of \$303M of second installment payments received due to the new Federal law limiting 2018 state and local tax deduction to \$10,000. OCEIP market value, book value, and monthly average balance increased from November 2017 primarily due to the receipt of property tax apportionments on December 18, 2017 for \$930 million. OCEIP market value, book value, monthly and year-to-date average balances were higher than the prior year primarily due to a net increase in investments of \$438 million from school and community college districts issuing bonds in 2017 and the increase in apportionment of \$112 million in December 2017.

<sup>3</sup> In December 2017, OCIP and OCEIP monthly accrued earnings were higher than November 2017 due to the Federal Reserve short-term rate increase of 0.25% in December and higher pool balance from incoming property tax receipts. The OCIP and OCEIP monthly and year-to-date net yields were higher than the prior year primarily due to the three 2017 increases in the Federal Reserve short-term rates of 0.75% offset by shorter maturities of investment purchases due to rates in the two to three year period.

<sup>4</sup> The OCIP monthly net yield did not change from the prior month due to the fact that the liquidity needs for the October apportionment lowering rates were offset by the mid-month Federal Reserve short-term rate increase of 0.25%.

<sup>5</sup> The OCIP and OCEIP annual estimated gross yields for December 2016 are reported at the actual annual gross yields for FY 16/17, and their Annual Estimated Gross yields for December 2017 are reported at the latest forecasted gross yield of 1.24%. The OCIP and OCEIP annual estimated gross yields for FY 17/18 are higher than FY 16/17 primarily due to increases in the Federal Reserve short-term rate of 0.75% offset slightly by lower WAMs.

<sup>6</sup> In December 2017, OCIP WAM was lower than in November 2017 primarily due to incoming property tax dollars deposited and invested in shorter maturities until distribution to County Agencies, Cities, and School and Community College Districts consistent with prior year's WAM trends. The OCEIP WAM was lower due to a temporary increase in shorter term maturities related to the December receipt of secured property tax. The OCIP and OCEIP WAMs in December 2017 were lower than in 2016 primarily from purchases of shorter-term securities that added more value due to the flattening of the yield curve.

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

**INVESTMENT STATISTICS - By Investment Pool<sup>(1)</sup>**

DESCRIPTION	CURRENT BALANCES	Average Days to Maturity	Daily Yield as of 12/31/17	MONTHLY Gross Yield	QUARTER Gross Yield	Current NAV
<b>COMBINED POOL BALANCES</b> (includes the Extended Fund)						
Orange County Investment Pool (OCIP)	MARKET Value \$ 5,051,177,152	236	1.21%	1.13%	1.13%	1.00
	COST (Capital) \$ 5,073,077,292					
	MONTHLY AVG Balance \$ 5,364,747,174					
	QUARTERLY AVG Balance \$ 4,246,115,142					
	BOOK Value \$ 5,067,583,251					
Orange County Educational Investment Pool (OCEIP)	MARKET Value \$ 5,120,285,071	237	1.22%	1.16%	1.15%	1.00
	COST (Capital) \$ 5,143,697,341					
	MONTHLY AVG Balance \$ 4,467,819,643					
	QUARTERLY AVG Balance \$ 4,124,057,013					
	BOOK Value \$ 5,137,293,954					

**INVESTMENT STATISTICS - Non Pooled Investments<sup>(2)</sup>**

DESCRIPTION	CURRENT BALANCE	BOOK BALANCE BY INVESTMENT TYPE
<b>Specific Investment</b>		
<b>Funds:</b>	MARKET Value \$ 88,224,022	John Wayne Airport Investment Fund 50,633,089
283, 505, FVSD, CCCD	COST (Capital) \$ 88,565,918	Fountain Valley School District Fund 40 34,848,650
	MONTHLY AVG Balance \$ 86,420,874	Repurchase Agreement 1,081,500
	QUARTERLY AVG Balance \$ 86,437,861	CCCD Series 2017E Bonds 2,002,679
	BOOK Value \$ 88,519,391	
		\$ 88,565,918

**MONTH END TOTALS**

INVESTMENTS & CASH		FUND ACCOUNTING & SPECIFIC INVESTMENTS	
<b>COUNTY MONEY MARKET FUND (OCMMF)</b>			
County Money Market Fund	\$ 2,127,283,101	OCIP	\$ 5,139,092,525
County Cash	66,015,233	OCEIP	5,143,737,341
<b>EXTENDED FUND</b>	5,953,723,544	Specific Investment Funds	88,565,918
<b>EDUCATIONAL MONEY MARKET FUND (OCEMMF)</b>			
Educational Money Market Fund	2,135,767,988	Non Pooled Cash	14,880,011
Educational Cash	40,000		
<b>NON POOLED INVESTMENTS</b>			
Non Pooled Investments @ Cost	88,565,918		
Non Pooled Cash	14,880,011		
	\$ 10,386,275,795		\$ 10,386,275,795

**KEY POOL STATISTICS**

INTEREST RATE YIELD		WEIGHTED AVERAGE MATURITY (WAM)	
OCMMF - MONTHLY GROSS YIELD	1.10%	OCMMF	43
OCEMMF - MONTHLY GROSS YIELD	1.17%	OCEMMF	42
JOHN WAYNE AIRPORT - MONTHLY GROSS YIELD	1.18%	JOHN WAYNE AIRPORT WAM	76
OCIP - YTD NET YIELD <sup>(3)</sup>	1.06%	LGIP WAM (Standard & Poors)	38
OCEIP - YTD NET YIELD <sup>(3)</sup>	1.06%		
90-DAY T-BILL YIELD - MONTHLY AVERAGE	1.31%		

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

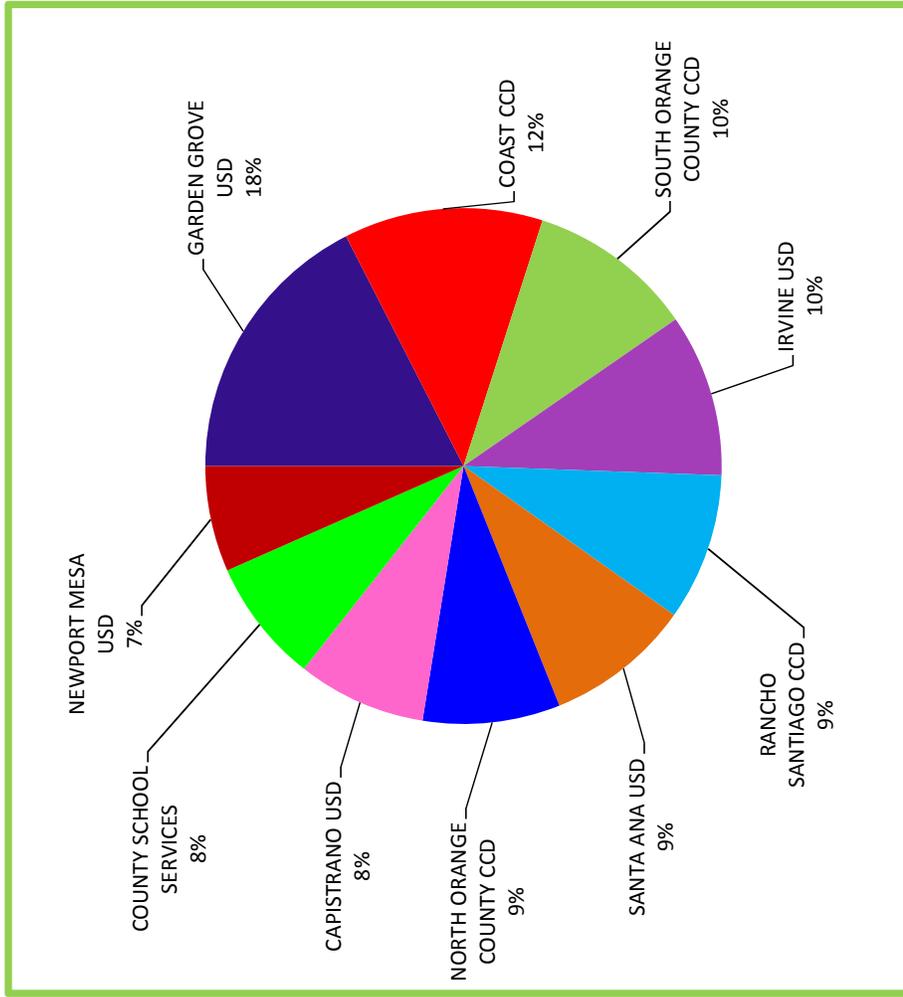
**INVESTMENT STATISTICS - By Investment Fund<sup>(4)</sup>**

DESCRIPTION	CURRENT BALANCES	Average Days to Maturity	Daily Yield as of 12/31/17	MONTHLY Gross Yield	QUARTER Gross Yield	Current NAV
<u>County Money Market Fund (OCMMF)</u>	MARKET Value \$ 2,128,947,374	43	1.23%	1.10%	1.03%	1.00
	COST (Capital) \$ 2,127,283,101					
	MONTHLY AVG Balance \$ 2,332,906,767					
	QUARTERLY AVG Balance \$ 1,605,387,619					
	BOOK Value \$ 2,128,515,078					
<u>Educational Money Market Fund (OCEMMF)</u>	MARKET Value \$ 2,136,417,171	42	1.24%	1.17%	1.08%	1.00
	COST (Capital) \$ 2,135,767,988					
	MONTHLY AVG Balance \$ 1,454,822,609					
	QUARTERLY AVG Balance \$ 1,225,285,545					
	BOOK Value \$ 2,136,232,489					
<u>Extended Fund</u>	MARKET Value \$ 5,906,097,678	375	1.21%	1.18%	1.18%	0.99
	COST (Capital) \$ 5,953,723,544					
	MONTHLY AVG Balance \$ 6,044,837,441					
	QUARTERLY AVG Balance \$ 6,026,963,878					
	BOOK Value \$ 5,940,129,638					
<b>ALLOCATION OF EXTENDED FUND</b>						
<u>Extended Fund</u> <i>OCIP Share</i>	MARKET Value \$ 2,922,229,778	375	1.21%	1.18%	1.18%	0.99
	COST (Capital) \$ 2,945,794,191					
	MONTHLY AVG Balance \$ 3,031,840,407					
	QUARTERLY AVG Balance \$ 3,004,487,096					
	BOOK Value \$ 2,939,068,173					
<i>OCEIP Share</i>	MARKET Value \$ 2,983,867,900	375	1.21%	1.18%	1.18%	0.99
	COST (Capital) \$ 3,007,929,353					
	MONTHLY AVG Balance \$ 3,012,997,034					
	QUARTERLY AVG Balance \$ 3,013,359,011					
	BOOK Value \$ 3,001,061,465					
<i>Modified Duration</i>	1.00					

- (1) The Combined Pool Balances include the County and Educational Money Market Funds and their respective portions of the Extended Fund.
- (2) 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.
- (3) The Net Yield differs from the Monthly Gross Yield as it includes the Treasury administrative fees.
- (4) 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. The Extended Fund Market Value is lower than Book Value causing the NAV to be lower than 1.00 due to the three Federal Reserve short-term rate increases of 0.75% in 2017. When the Extended Fund is combined with the OCMMF and OCEMMF, both OCIP and OCEIP have a NAV of 1.00.

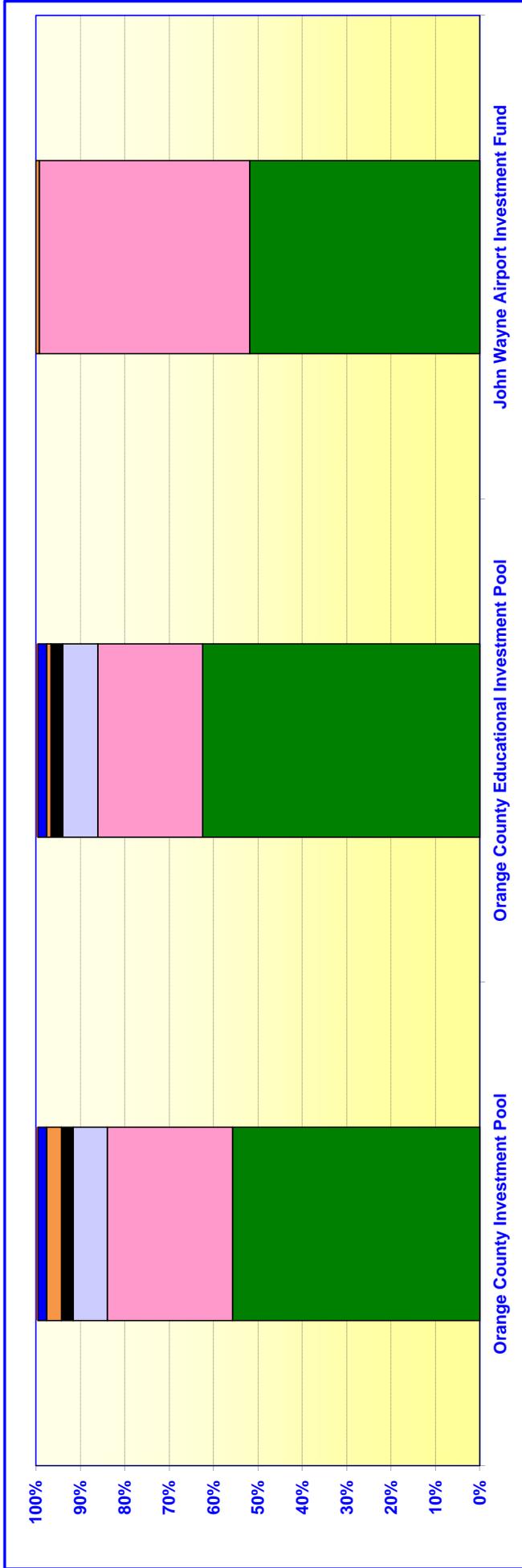
**ORANGE COUNTY EDUCATIONAL INVESTMENT POOL  
TOP TEN POOL PARTICIPANTS  
AS OF DECEMBER 31, 2017**

DISTRICT #	SCHOOL DISTRICT	BALANCE
72	GARDEN GROVE USD	\$ 573,580,395
90	COAST CCD	408,218,344
96	SOUTH ORANGE COUNTY CCD	341,649,840
75	IRVINE USD	334,314,509
92	RANCHO SANTIAGO CCD	302,308,601
84	SANTA ANA USD	299,384,047
88	NORTH ORANGE COUNTY CCD	281,650,427
68	CAPISTRANO USD	264,697,983
94	COUNTY SCHOOL SERVICES	254,390,708
78	NEWPORT MESA USD	217,509,333
<b>TOTAL</b>		<b>\$ 3,277,704,187</b>



# ORANGE COUNTY TREASURER - TAX COLLECTOR BY INVESTMENT TYPE - By Percentage Holdings

December 31, 2017



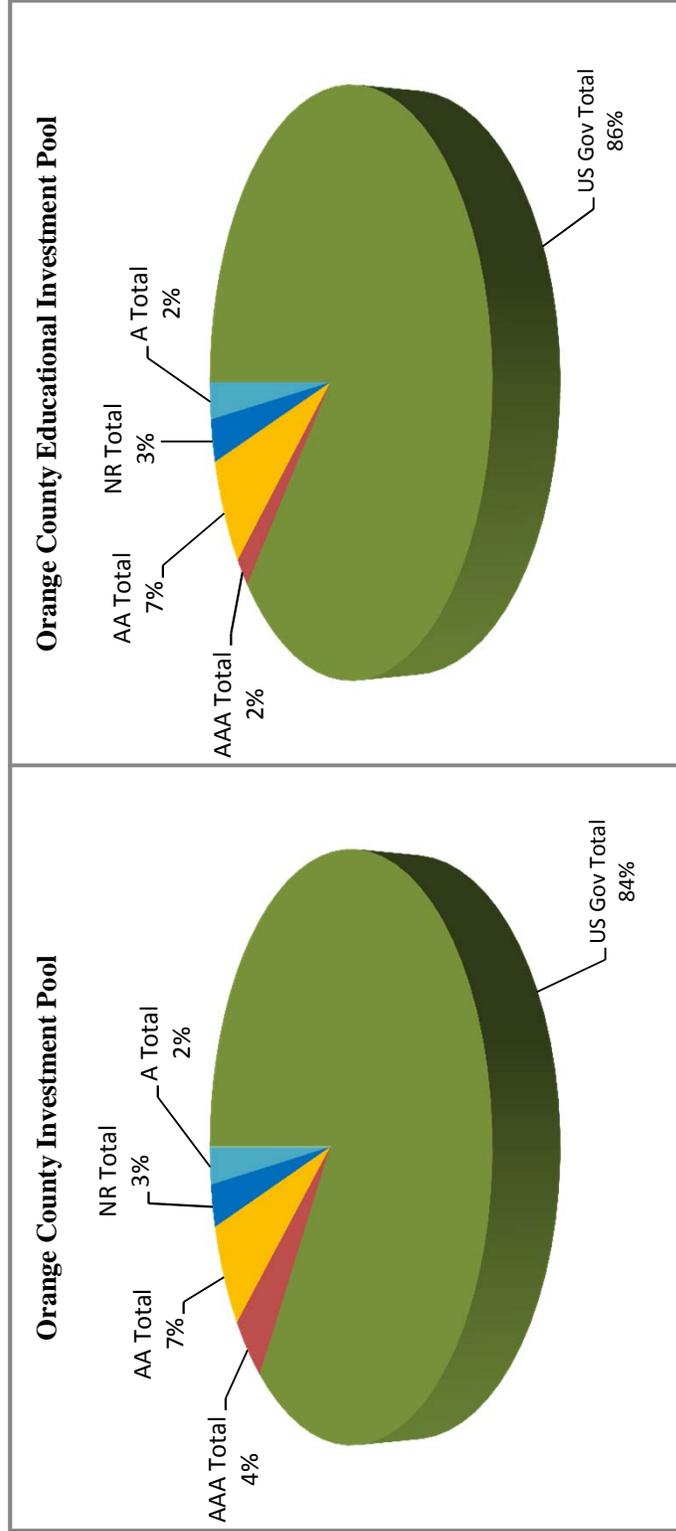
	In Thousands	%
U. S. GOVERNMENT AGENCIES	\$ 2,815,599	55.74%
U. S. TREASURIES	1,423,859	28.19%
MEDIUM - TERM NOTES	387,897	7.68%
MONEY MARKET MUTUAL FUNDS	170,396	3.37%
MUNICIPAL DEBT	133,078	2.63%
CERTIFICATES OF DEPOSIT	98,470	1.96%
LOCAL AGENCY INVESTMENT FUND	21,878	0.43%
<b>Total</b>	<b>\$ 5,051,177</b>	<b>100.00%</b>

	In Thousands	%
U. S. GOVERNMENT AGENCIES	\$ 3,199,172	62.48%
U. S. TREASURIES	1,208,448	23.60%
MEDIUM-TERM NOTES	402,263	7.86%
MONEY MARKET MUTUAL FUNDS	51,631	1.01%
MUNICIPAL DEBT	135,885	2.65%
CERTIFICATES OF DEPOSIT	100,547	1.96%
LOCAL AGENCY INVESTMENT FUND	22,339	0.44%
<b>Total</b>	<b>\$ 5,120,285</b>	<b>100.00%</b>

	In Thousands	%
U. S. GOVERNMENT AGENCIES	\$ 26,266	51.87%
U. S. TREASURIES	23,980	47.37%
MONEY MARKET MUTUAL FUNDS	382	0.76%
<b>Total</b>	<b>\$ 50,628</b>	<b>100.00%</b>

Calculated Using Market Value at 12/31/2017

**ORANGE COUNTY TREASURER - TAX COLLECTOR**  
**CREDIT QUALITY BY MARKET VALUE**  
 December 31, 2017



US GOV Includes Agency & Treasury Debt

AA includes AA+, AA-, & AA

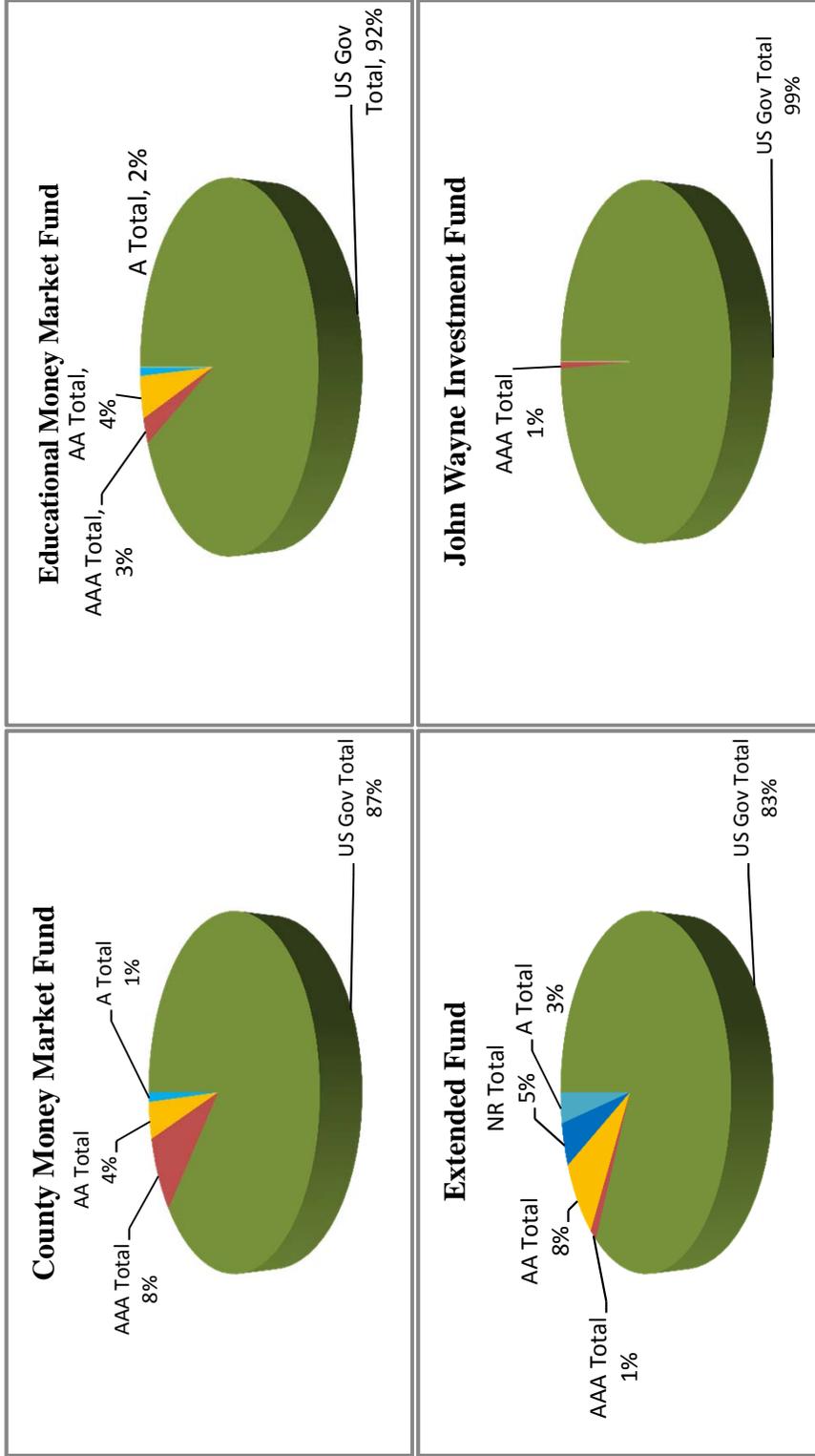
A includes A+, A-, & A

NR Includes LAIF and Orange County Pension Obligation Bonds Series 2017A

# ORANGE COUNTY TREASURER - TAX COLLECTOR

## CREDIT QUALITY BY MARKET VALUE

December 31, 2017



US GOV Includes Agency & Treasury Debt

AA includes AA+, AA-, & AA

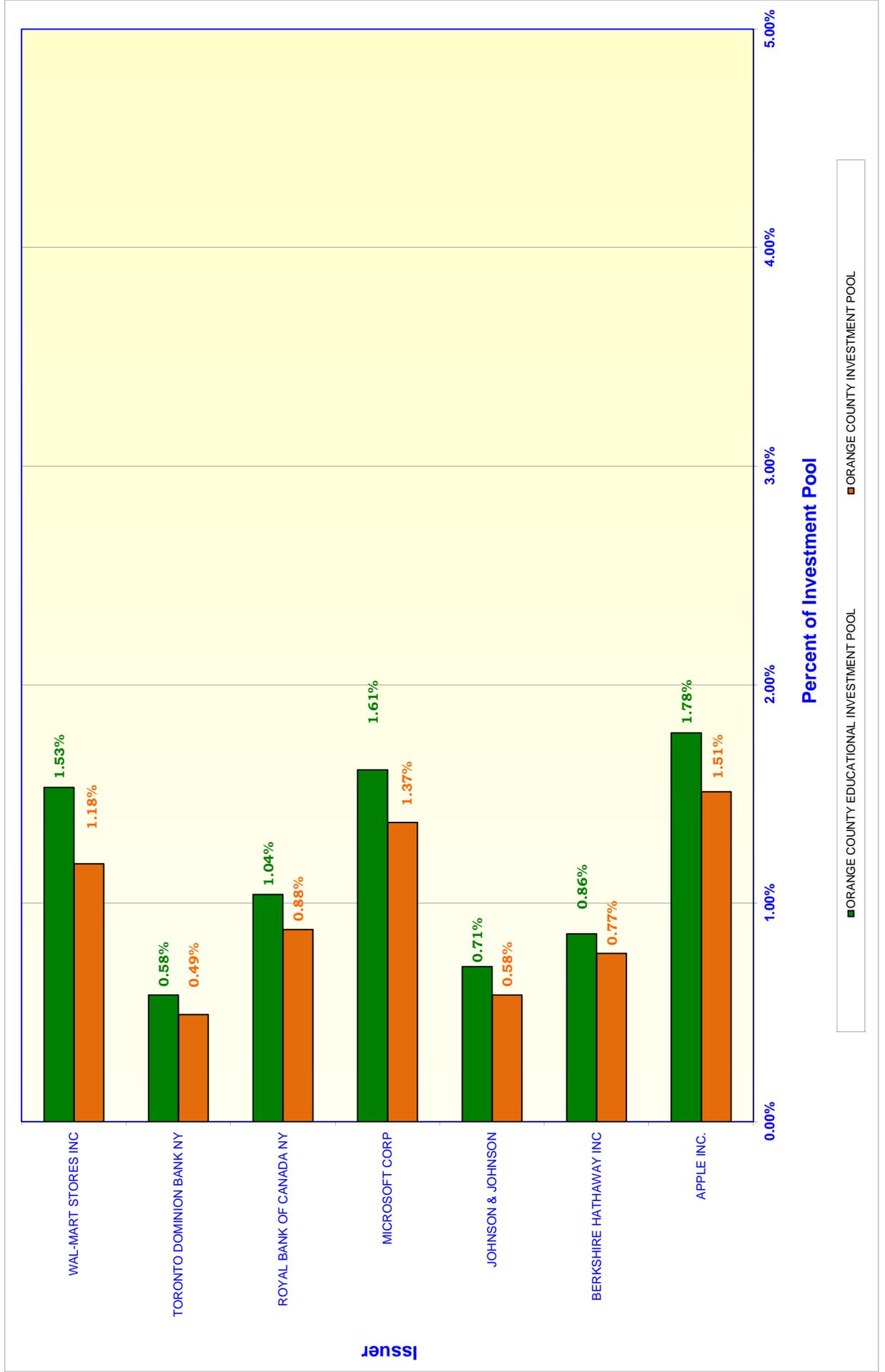
A includes A+, A-, & A

NR Includes LAIF and Orange County Pension Obligation Bonds Series 2017A

# ORANGE COUNTY TREASURER - TAX COLLECTOR

## ISSUER CONCENTRATION-By Investment Pool

December 31, 2017



# ORANGE COUNTY TREASURER-TAX COLLECTOR

## APPROVED ISSUER LIST - OCIP, OCEIP, and JWA

December 31, 2017

ISSUER	S/T RATINGS			L/T RATINGS		
	S&P	Moody's	Fitch	S&P	Moody's	Fitch
<b>U.S. TREASURY SECURITIES</b>						
U.S. GOVERNMENT	A-1+	P-1	F1+	AA+	Aaa	AAA
<b>U.S. GOVERNMENT AGENCY SECURITIES</b>						
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
<b>MEDIUM-TERM NOTES</b>						
APPLE INC	A-1+	P-1	NR	AA+	Aa1	NR
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
BERKSHIRE HATHAWAY INC **	A-1+	P-1	NR	AA	Aa2	A+
<i>BERKSHIRE HATHAWAY FINANCE **</i>	NR	NR	NR	NR	Aa2	A+
<b>ISSUERS ON HOLD</b>						
ROYAL BANK OF CANADA NY (JULY, 2016) ***	A-1+	P-1	F1+	AA-	A1	AA
TORONTO DOMINION BANK NY (MARCH, 2017) ****	A-1+	P-1	F1+	AA-	Aa2	AA-
<b>MUNICIPAL BONDS</b>						
ORANGE CNTY CA PENSION OBLG 2017 A	NR	NR	NR	NR	NR	NR
ORANGE CNTY CA PENSION OBLG 2018 A	NR	NR	NR	NR	NR	NR
<b>STATE POOL - LOCAL AGENCY INVESTMENT FUND</b>						
LOCAL AGENCY INVESTMENT FUND	NR	NR	NR	NR	NR	NR
<b>MONEY MARKET MUTUAL FUNDS *****</b>						
<b>NAME OF FUND</b>	<b>S &amp; P</b>		<b>Moody's</b>		<b>Fitch</b>	
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	

\* Moody's changed the Microsoft Corporation Outlook from Negative to Stable on December 7, 2017.

\*\* Further purchase restrictions apply due to Investment Policy Statement rating limits.

\*\*\* Moody's downgraded its L/T Rating from Aa3 to A1 on May 10, 2017 and kept the issuer rating Outlook on Negative. On Negative Outlook (S&P - June 6.

\*\*\*\* Moody's downgraded its L/T Rating from Aa1 to Aa2 on May 10, 2017 and kept the issuer rating Outlook on Negative. On Negative Outlook (Moody's - June 11, 2014).

\*\*\*\*\* All money market funds are institutional money market funds investing in debt issued or guaranteed by the U.S. Government and its agencies.

**Orange County Treasurer-Tax Collector  
Changes in Approved Issuer's List  
For the Month Ended December 31, 2017**

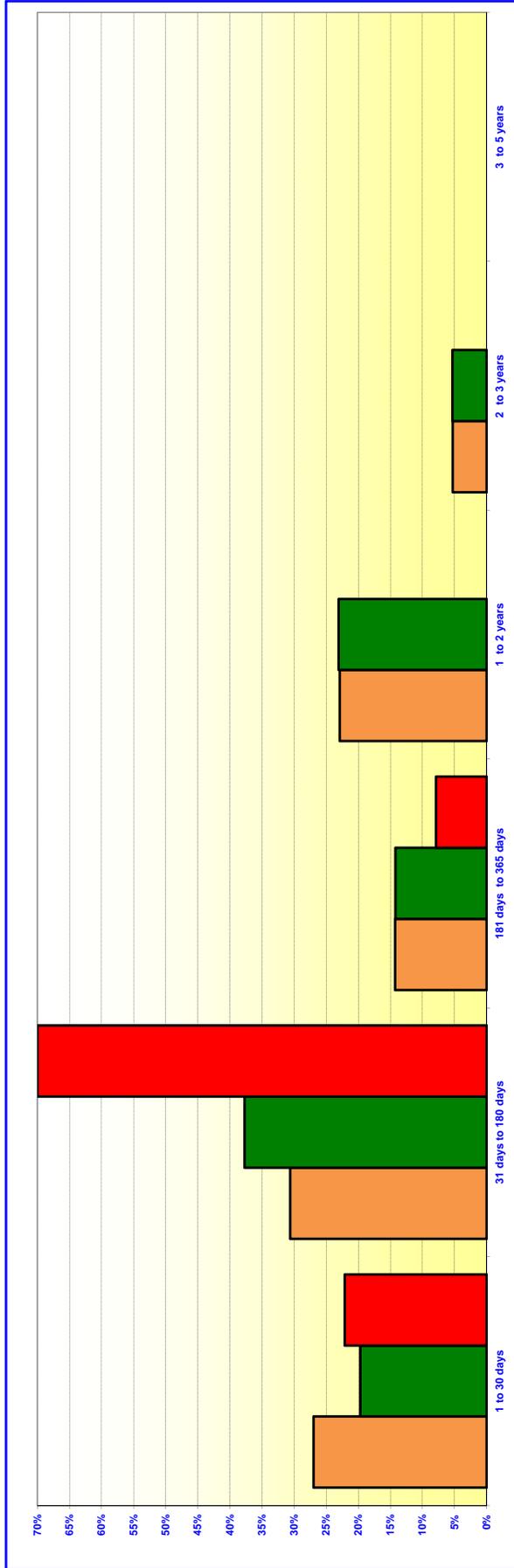
During December, there were two changes to the Treasurer's Approved Issuer List:

- On December 7, 2017, Moody's changed the Microsoft Corp. Outlook from Negative to Stable.
- In December, the Credit Investment Committee approved the addition of the Orange County Pension Obligation Bonds, 2018 Series A.

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

December 31, 2017



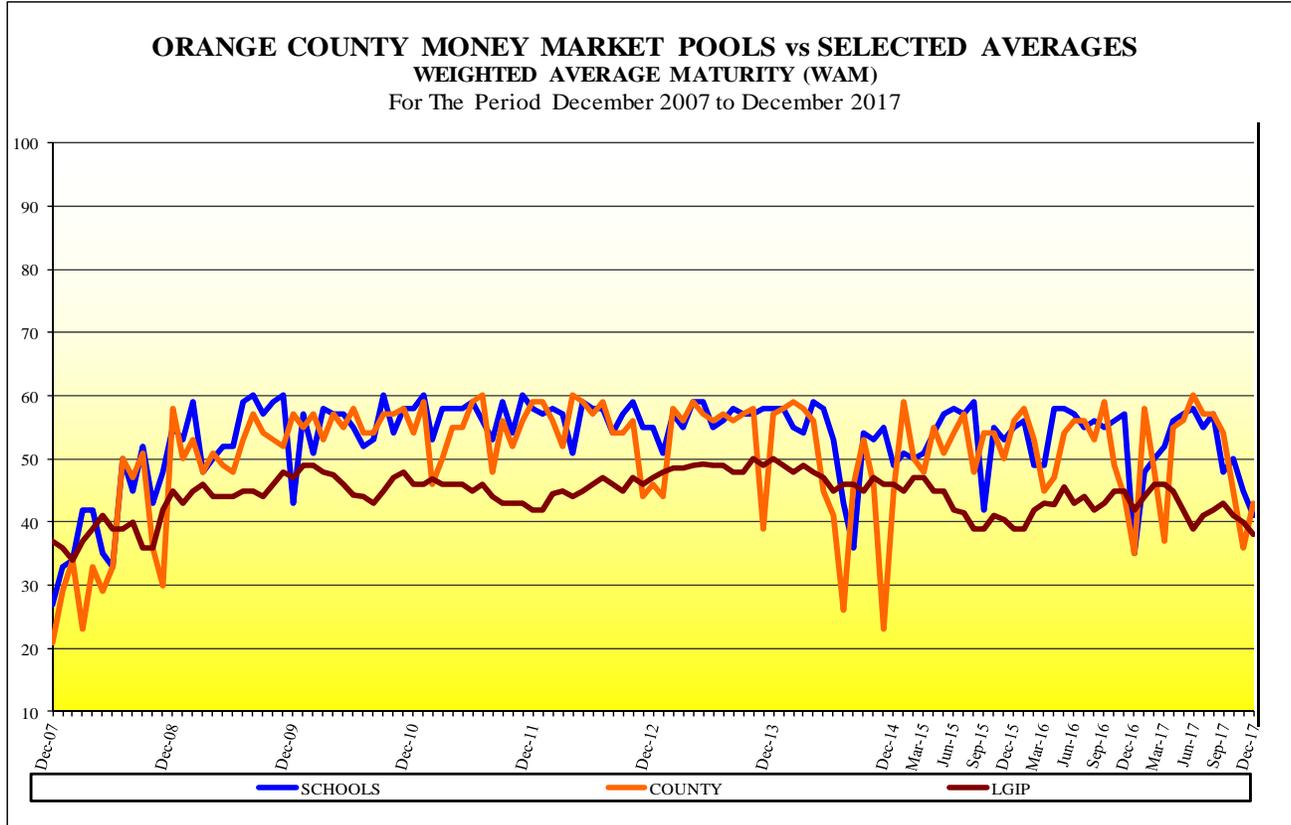
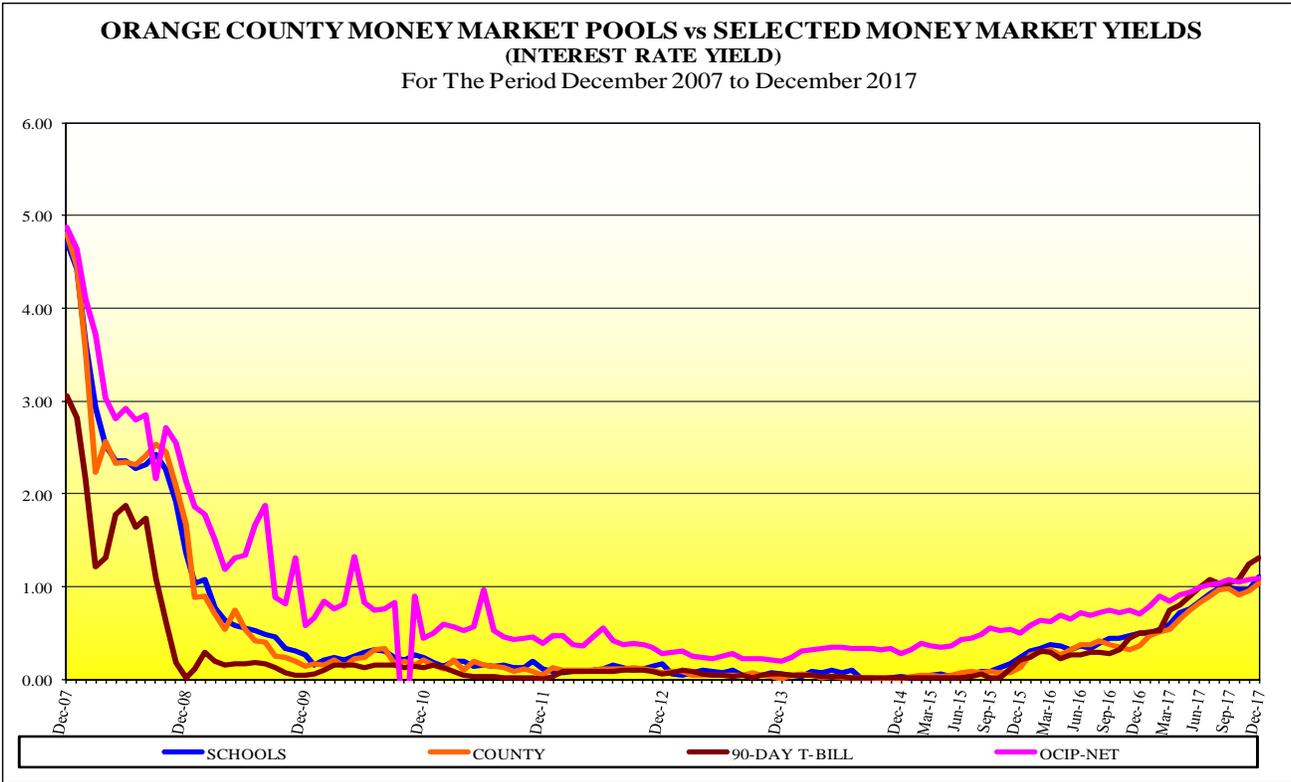
ORANGE COUNTY INVESTMENT POOL		In Thousands <sup>1,2</sup>	%
1 TO 30 DAYS	\$	1,365,953	26.96%
31 TO 180 DAYS	\$	1,551,281	30.60%
181 TO 365 DAYS	\$	723,540	14.27%
1 YEAR TO 2 YEARS	\$	1,159,961	22.88%
2 YEARS TO 3 YEARS	\$	268,317	5.29%
3 YEARS TO 5 YEARS	\$	-	0.00%
<b>TOTAL</b>	<b>\$</b>	<b>5,069,052</b>	<b>100.00%</b>

ORANGE COUNTY EDUCATIONAL INVESTMENT POOL		In Thousands <sup>1,2</sup>	%
1 TO 30 DAYS	\$	1,011,225	19.68%
31 TO 180 DAYS	\$	1,938,691	37.73%
181 TO 365 DAYS	\$	729,460	14.20%
1 YEAR TO 2 YEARS	\$	1,184,428	23.06%
2 YEARS TO 3 YEARS	\$	273,977	5.33%
3 YEARS TO 5 YEARS	\$	-	0.00%
<b>TOTAL</b>	<b>\$</b>	<b>5,137,781</b>	<b>100.00%</b>

JOHN WAYNE AIRPORT INVESTMENT FUND		In Thousands <sup>1,2</sup>	%
1 TO 30 DAYS	\$	11,182	22.09%
31 TO 180 DAYS	\$	35,436	70.01%
181 TO 365 DAYS	\$	4,000	7.90%
1 YEAR TO 2 YEARS	\$	-	0.00%
<b>TOTAL</b>	<b>\$</b>	<b>50,618</b>	<b>100.00%</b>

<sup>1</sup> Maturity Limits are calculated using face value. All final maturities are in compliance with the IPS during December.

<sup>2</sup> Floating Rate Notes are deemed to have a maturity date equal to their next interest reset date. The Orange County Investment Pool, Orange County Educational Investment Pool and JWA Investment Fund did not hold any Floating Rate Notes as of 12/31/2017



•For the Month Ended December 31, 2017, S&P LGIP – 1.12; S&P LGIP WAM -38; 90-Day T-Bill – 1.31; OCIP – Net – 1.07

**ORANGE COUNTY TREASURER-TAX COLLECTOR**

**INVESTMENT POOL YIELDS**

January 1, 2017 - December 31, 2017

PERIOD ENDING - MONTH / YEAR	MONTH END MARKET VALUE	EARNINGS FOR MONTH	GROSS AVERAGE YIELD FOR MONTH	MONTH END WAM
<i>Current Month - December 2017</i>				
County Pool - Money Market Fund	\$ 2,128,947,374	\$ 2,182,701	1.10%	43
Educational Pool - Money Market Fund	\$ 2,136,417,171	\$ 1,446,683	1.17%	42
Extended Fund	\$ 5,906,097,678	\$ 6,050,707	1.18%	375
<i>November 2017</i>				
County Pool - Money Market Fund	\$ 1,459,897,098	\$ 1,124,024	1.02%	36
Educational Pool - Money Market Fund	\$ 1,154,471,530	\$ 889,369	1.03%	45
Extended Fund	\$ 5,996,926,512	\$ 5,910,266	1.19%	399
<i>October 2017</i>				
County Pool - Money Market Fund	\$ 1,387,117,541	\$ 938,038	0.97%	45
Educational Pool - Money Market Fund	\$ 1,008,484,106	\$ 1,026,340	1.03%	50
Extended Fund	\$ 5,975,091,002	\$ 5,972,076	1.17%	416
<i>September 2017</i>				
County Pool - Money Market Fund	\$ 885,572,484	\$ 752,100	1.05%	54
Educational Pool - Money Market Fund	\$ 1,319,525,808	\$ 1,129,853	1.06%	48
Extended Fund	\$ 5,974,063,472	\$ 5,798,039	1.18%	443
<i>August 2017</i>				
County Pool - Money Market Fund	\$ 912,746,691	\$ 748,603	1.03%	57
Educational Pool - Money Market Fund	\$ 1,342,259,072	\$ 1,320,805	1.04%	57
Extended Fund	\$ 5,975,786,893	\$ 5,754,302	1.13%	454
<i>July 2017</i>				
County Pool - Money Market Fund	\$ 925,588,577	\$ 869,951	0.96%	57
Educational Pool - Money Market Fund	\$ 1,625,874,675	\$ 1,449,778	0.99%	55
Extended Fund	\$ 5,820,623,739	\$ 5,661,871	1.13%	464
<i>June 2017</i>				
County Pool - Money Market Fund	\$ 1,127,901,842	\$ 1,015,069	0.90%	60
Educational Pool - Money Market Fund	\$ 1,821,324,948	\$ 1,188,057	0.91%	58
Extended Fund	\$ 5,876,238,402	\$ 5,545,780	1.14%	487
<i>May 2017</i>				
County Pool - Money Market Fund	\$ 1,559,912,721	\$ 1,190,993	0.81%	56
Educational Pool - Money Market Fund	\$ 1,631,429,543	\$ 1,157,267	0.82%	57
Extended Fund	\$ 5,888,812,000	\$ 5,545,463	1.10%	494
<i>April 2017</i>				
County Pool - Money Market Fund	\$ 1,928,898,078	\$ 1,427,058	0.72%	56
Educational Pool - Money Market Fund	\$ 1,810,058,617	\$ 946,118	0.78%	56
Extended Fund	\$ 5,884,169,552	\$ 5,396,950	1.11%	488
<i>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
<b>Fiscal Year July 1, 2017 - June 30, 2018</b>	<b>Average Month End Market Value Balance</b>	<b>YTD Interest Income</b>	<b>YTD Gross Yield</b>	<b>YTD Average</b>
Orange County Investment Pool	\$ 4,230,507,723	\$ 24,095,115	1.12%	316
Orange County Educational Investment Pool	\$ 4,425,407,514	\$ 24,930,391	1.12%	306

**ORANGE COUNTY TREASURER-TAX COLLECTOR  
CASH AVAILABILITY PROJECTION  
FOR THE SIX MONTHS ENDING JUNE 31, 2018**

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 primarily relying on historical trends involving deposits and withdrawals and known future cash flows. 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 June 30, 2018, 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.

<b>ORANGE COUNTY INVESTMENT POOL</b>				
Month	Investment Maturities	Projected Deposits	Projected Disbursements	Cumulative Available Cash
December 2017 - Ending Cash				\$ 66,015,233
January	\$ 1,450,117,448	\$ 433,623,044	\$ 1,231,060,659	718,695,066
February	305,596,715	386,052,093	291,517,378	1,118,826,496
March	467,109,751	743,731,315	595,935,119	1,733,732,443
April	268,902,140	2,116,088,092	1,881,364,876	2,237,357,799
May	303,901,108	314,052,928	788,898,862	2,066,412,973
June 2018	197,983,449	325,117,184	713,887,741	1,875,625,865

<b>ORANGE COUNTY EDUCATIONAL INVESTMENT POOL</b>				
Month	Investment Maturities	Projected Deposits	Projected Disbursements	Cumulative Available Cash
December 2017 - Ending Cash				\$ 40,000
January	\$ 1,338,815,664	\$ 618,665,754	\$ 927,037,502	1,030,483,916
February	639,387,411	248,607,550	670,872,842	1,247,606,035
March	508,898,685	563,456,545	730,405,350	1,589,555,915
April	93,790,140	1,148,017,727	715,149,074	2,116,214,708
May	278,466,025	414,489,506	718,490,829	2,090,679,410
June 2018	207,421,234	701,515,298	672,813,841	2,326,802,101

**ORANGE COUNTY TREASURER-TAX COLLECTOR**  
**STATEMENT OF ACCOUNTABILITY**  
**For the Month and Quarter Ended December 31, 2017**

	<u>Month</u>	<u>Quarter</u>
<b>Treasurer's Accountability at the Beginning of the Period:</b>	<b>\$ 8,810,834,826</b>	<b>\$ 8,343,600,035</b>
<b>Cash Receipts:</b>		
County	2,542,067,283	4,797,362,172
School and Community College Districts	1,436,857,840	2,649,986,521
<b>Total Cash Receipts</b>	<u>3,978,925,123</u>	<u>7,447,348,693</u>
<b>Cash Disbursements:</b>		
County	1,936,009,972	3,560,093,671
School and Community College Districts	465,243,828	1,842,611,445
<b>Total Cash Disbursements</b>	<u>2,401,253,800</u>	<u>5,402,705,116</u>
<b>Net Change in Cost Value of Pooled Assets</b>	<u>1,577,671,323</u>	<u>2,044,643,577</u>
<b>Net Increase in Non-Pooled Investments</b>	2,038,816	4,102,722
<b>Net (Decrease) in Non-Pooled Cash</b>	<u>(4,269,170)</u>	<u>(6,070,539)</u>
<b>Treasurer's Accountability at the End of the Period:</b>	<b><u>\$10,386,275,795</u></b>	<b><u>\$10,386,275,795</u></b>
<b>Assets in the Treasury at the End of the Period (at Cost Value):</b>		
<b>Pooled Investments:</b>		
O.C. Investment Pool		\$ 5,073,077,292
O.C. Educational Investment Pool		5,143,697,341
<b>Total Orange County Investment Pools</b>		<u>10,216,774,633</u>
<b>Non-Pooled Investments:</b>		
Non-Pooled Investments - John Wayne Airport		50,633,089
Non-Pooled Investments - Fountain Valley School District Fund 40		34,848,650
Non-Pooled Investments - CCCD Series 2017E Bonds		2,002,679
Non-Pooled Investments - Other		1,081,500
<b>Total Non-Pooled Investments</b>		<u>88,565,918</u>
<b>Cash:</b>		
Cash in banks - County		65,815,792
Cash in banks - Schools		40,000
Cash in banks - OC Sheriff		11,731,987
Cash in banks - John Wayne Airport		3,148,024
Cash - Other		199,441
<b>Total Cash</b>		<u>80,935,244</u>
<b>Total Assets in the Treasury at the End of the Period:</b>		<b><u>\$ 10,386,275,795</u></b>



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 01/12/2018, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 12/31/2017.

Earnings Ratio		.00003301121703481
Interest Rate		1.20%
Dollar Day Total	\$	14,090,336.24
Quarter End Principal Balance	\$	153,209.77
Quarterly Interest Earned	\$	465.14



**JOHN CHIANG  
TREASURER  
STATE OF CALIFORNIA**



**PMIA Performance Report**

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
12/11/17	1.21	1.16	189
12/12/17	1.22	1.16	191
12/13/17	1.22	1.16	190
12/14/17	1.23	1.17	188
12/15/17	1.23	1.17	188
12/16/17	1.23	1.17	188
12/17/17	1.23	1.17	188
12/18/17	1.23	1.17	184
12/19/17	1.24	1.17	182
12/20/17	1.25	1.17	184
12/21/17	1.26	1.17	185
12/22/17	1.26	1.17	191
12/23/17	1.26	1.17	191
12/24/17	1.26	1.18	191
12/25/17	1.26	1.18	191
12/26/17	1.28	1.18	186
12/27/17	1.28	1.18	183
12/28/17	1.30	1.18	186
12/29/17	1.30	1.18	177
12/30/17	1.30	1.18	177
12/31/17	1.30	1.18	186
01/01/18	1.30	1.30	186
01/02/18	1.32	1.31	194
01/03/18	1.33	1.32	193
01/04/18	1.34	1.32	192
01/05/18	1.34	1.33	192
01/06/18	1.34	1.33	192
01/07/18	1.34	1.33	192
01/08/18	1.34	1.33	187
01/09/18	1.34	1.33	187
01/10/18	1.34	1.33	187

\*Daily yield does not reflect capital gains or losses

[View Prior Month Daily Rates](#)

**LAIF Performance Report**

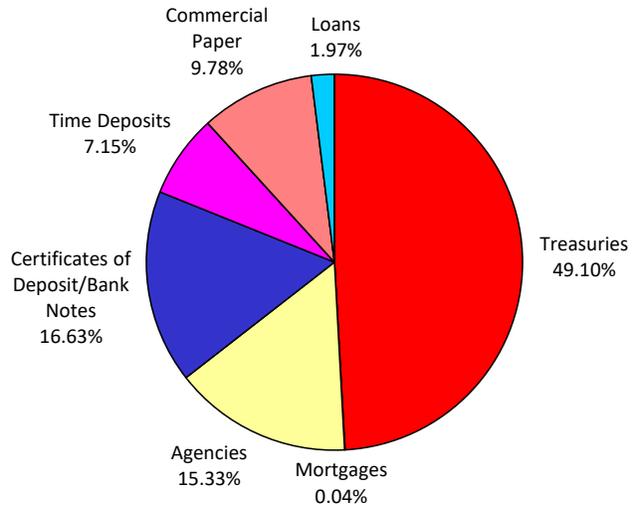
**Quarter Ending 12/31/17**

Apportionment Rate: 1.20%  
 Earnings Ratio: .00003301121703481  
 Fair Value Factor: .998093529  
 Daily: 1.30%  
 Quarter to Date: 1.18%  
 Average Life: 186

**PMIA Average Monthly Effective Yields**

**Dec 2017 1.239**  
 Nov 2017 1.172  
 Oct 2017 1.143

**Pooled Money Investment Account  
Portfolio Composition  
12/31/17  
\$74.3 billion**



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

To:	Board of Trustees	Date: February 5, 2018
Re:	Approval of Change Order #1 - Resolution No.16-27 – Agreement for Energy Conservation Services with Climatec, LLC for the Energy Management Systems Upgrade at Santa Ana College, Digital Media Center and Santa Ana College Orange County Sheriff’s Regional Training Academy	
Action:	Request for Approval	

**BACKGROUND:**

On November 14, 2016, the Board of Trustees approved an agreement for energy conservation services with Climatec, LLC for the Energy Management Systems (EMS) Upgrade at Santa Ana College, Digital Media Center and Santa Ana College Orange County Sheriff’s Regional Training Academy as a Year 4, Proposition 39 project. The energy management systems upgrade project for Santa Ana College (15 buildings), Digital Media Center and Orange County Sheriff’s Regional Training Academy were submitted to the CCCIOU to qualify for Year 4, Proposition 39 funding. On November 6, 2012, Proposition 39 was passed by the voters and provides energy efficient project funds for California K-12 and community colleges. Rancho Santiago Community College District has been awarded Proposition 39 funds in addition to qualifying for energy rebates by working through the California Community Colleges Investor Owned Utilities (CCCIU) program. The EMS upgrade project was identified as an energy efficient project and reviewed in partnership with the CCCIOU and Southern California Edison (SCE) to deem the project eligible. The CCCIOU reviewed the District’s application along with the energy efficiency report prepared by SCE consultant engineers. Proposition 39 funds in the amount of \$1,096,152 have been received by the District for the Proposition 39 project for Year 4 and \$227,688 is funded by prior Capital Outlay utility rebates for a total project budget of \$1,323,840.

**ANALYSIS:**

Change Order #1 increases the contract amount by \$23,215.88. This is an additive change order to correct multiple mechanical, electrical, and lighting control deficiencies that were unforeseen and required to complete the system upgrade. Corrections included installing new sensors in building L, relocating t-stats locations in building T, adding HVAC control equipment in computer rooms at DMC, adding sensors in building R, additional integration hardware at lighting panels in building F and I, and additional control wiring in building G. The additional work was necessary to ensure the EMS could run smoothly and ensure system continuity across the campuses. The additional work was a result of unknown conditions and scope additions required to decrease energy consumption and increase efficiency at all buildings tied to the EMS system. This change order will result in an increase to the contract amount. Change Order #1 includes a non-compensable time extension of 60 days.

The costs indicated in the change order are considered fair, reasonable and within industry standards. The change order for the project is 1.90% of the construction cost. The increase to the contract amount associated with this change order is \$23,215.88 and is paid for by State Proposition 39 Funds and utility rebates. The contract amount has been increased from \$1,220,037.00 to \$1,243,252.88. The budget for the project is \$1,323,840.00 and the change

order #1 can be funded with remaining allocated funds as it is still within the project budget. Pursuant to Board Policy and Administrative Regulation 6600, it is recommended that the Board of Trustees approve the change order.

If Change Order #1 is approved, a Notice of Completion is on the same agenda for approval to close out the contract.

This project was funded by State Proposition 39 Funds and Capital Outlay Utility Rebates.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve Change Order #1 - Resolution No.16-27 – Agreement for Energy Conservation Services with Climatec, LLC for the Energy Management Systems Upgrade at Santa Ana College, Digital Media Center and Santa Ana College Orange County Sheriff’s Regional Training Academy as presented.

Fiscal Impact:	\$23,215.88	Board Date: February 5, 2018
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



Board Date: February 5, 2018  
 Project/Bid No. RFP # 1617-153  
 Site: Santa Ana College  
 Change Order (CO) No. : 1

Project Name: Energy Management System Upgrade - SAC, DMC, and OCSRTA  
 Contractor: Climatec, LLC  
 Contract #: 17-P0043999

Contract Schedule Summary					
Notice to Proceed Date	Original Contract Duration (Days)	Original Contract Completion Date	Previous Extension Days Approved	Proposed CO Days Requested	New Revised Completion Date
12/05/16	329	10/30/17	0	60	12/29/2017

Change Order Summary			
Description	Number	Amount	% of Contract
Original Contract Amount		\$1,220,037.00	
Previous Change Orders	0	\$0.00	0.0%
<b>This Change Order</b>	<b>1</b>	<b>\$23,215.88</b>	<b>1.9%</b>
<b>Total Change Order (s)</b>		<b>\$23,215.88</b>	<b>1.9%</b>
<b>Revised Contract Amount</b>		<b>\$1,243,252.88</b>	

Items in Change Order							
Item No.	Description	Requester	Reason	Ext. Day	Credit	Add	Net
1	This is an additive change order to correct multiple mechanical, electrical, and lighting control deficiencies required to complete the system upgrade. Corrections included installing new sensors in building L, relocating t-stats locations in building T, adding HVAC control equipment in computer rooms at DMC, adding sensors in building R, additional integration hardware at lighting panels in building F and I, and additional control wiring in building G. The additional control was necessary to ensure control continuity across the campuses. The additional work was a result of unknown conditions and scope additions required to decrease energy consumption and increase efficiency at our campuses. This change order will result in an increase to the contract amount. The additive change order includes a non-compensable time extension of 60 days.	Owner	2, 4, 5	60	\$0.00	\$23,215.88	\$23,215.88
Subtotal					\$0.00	\$23,215.88	\$23,215.88
<b>Grand Total</b>							<b>\$23,215.88</b>

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

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

To:	Board of Trustees	Date: February 5, 2018
Re:	Accept the Completion of Resolution No.16-27 – Agreement for Energy Conservation Services with Climatec, LLC for the Energy Management Systems Upgrade at Santa Ana College, Digital Media Center and Santa Ana College Orange County Sheriff’s Regional Training Academy and Approve Recording a Notice of Completion	
Action:	Request for Acceptance and Approval	

**BACKGROUND:**

On November 14, 2016, the Board of Trustees approved an agreement for energy conservation services with Climatec, LLC for the Energy Management Systems Upgrade at Santa Ana College, Digital Media Center and Santa Ana College Orange County Sheriff’s Regional Training Academy. The project was completed on December 29, 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 \$1,243,252.88.

This project was funded by State Proposition 39 Funds and Capital Outlay Utility Rebates.

**RECOMMENDATION:**

It is recommended that the Board of Trustees accept the project as complete and approve the filing of a Notice of Completion with the County as presented.

Fiscal Impact:	N/A	Board Date: February 5, 2018
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**

**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**

**NO FEES CHARGED PER GOVERNMENT CODE §27383**

**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 West 17th Street, Santa Ana, caused improvements to be made to the property to with: Energy Management Systems Upgrade at Santa Ana College, Digital Media Center and Santa Ana College Orange County Sheriff's Regional Training Academy College, the contract for the doing of which was heretofore entered into on the 14th day of November, 2016, which contract was made with Climatec, LLC. PO 17-P0043999 as contractor; that said improvements were completed on the 29th day of December, 2017 and accepted by formal action of the governing Board of said District on the 5th day of February, 2018; 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 Westchester Fire Insurance Company.

I, the undersigned, say: I am the Vice Chancellor- Business/Fiscal Services of the 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 \_\_\_\_\_, 2018 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

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, by \_\_\_\_\_, proved to me on this basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Signature \_\_\_\_\_ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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

To:	Board of Trustees	Date:	February 5, 2018
Re:	Award of Bid #1337 – Building H Window Replacement at Santa Ana College		
Action:	Request for Approval		

**BACKGROUND:**

This is an approval for the award of Bid #1337 for Building H windows replacement at Santa Ana College. Building H (Hammond Hall) was built in 1954 and the windows have never been replaced. This is a State Scheduled Maintenance project to replace all windows which will be more energy efficient for the building. There is a long lead time of approximately eight (8) to twelve (12) weeks to procure the materials necessary for this project. The construction work is anticipated to start in June 2018 and has been scheduled with the college.

**ANALYSIS:**

In accordance with the California Uniform Public Construction Cost Accounting Act (CUPCCAA), Bid #1337 for Building H windows replacement at Santa Ana College was advertised on December 27, 2017 and January 3, 2018. A Notice Calling for Bids was sent to 82 contractors from the District's qualified contractors list on December 22, 2017.

A mandatory job walk was conducted on January 10, 2018 and there were eight (8) attendees. Bids were opened on January 22, 2018 as noted on the attached bid summary. The District received two (2) bids for the project. Patriot Contracting and Engineering, Inc. (Yorba Linda) submitted the lowest responsive bid in the amount of \$597,000. District staff conducted a due diligence review to ensure compliance with license and bid bond requirements. After review of the bids received, the District recommends approval of award of Bid #1337 to Patriot Contracting and Engineering, Inc.

The anticipated start date is February 21, 2017. The estimated construction duration is 163 days.

The project is funded by State Scheduled Maintenance and Capital Outlay Funds.

**RECOMMENDATION:**

It is recommended that the Board of Trustees award Bid #1337 to Patriot Contracting and Engineering, Inc. for Building H windows replacement at Santa Ana College as presented.

Fiscal Impact:	\$597,000	Board Date:	February 5, 2018
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		



**Facility Planning, District Construction and Support Services**  
 2323 North Broadway, Suite 112  
 Santa Ana, CA 92706-1640

**BID SUMMARY**

**BID #1337**

**PROJECT:** Building H Windows  
 Replacement at  
 Santa Ana College

**TIME: 2:00 P.M.**  
**DATE: January 22, 2018**

**BIDDER**

**TOTAL BASE BID AMOUNT**

Patriot Contracting and Engineering, Incorporated  
 22601 La Palma Avenue, Suite 100  
 Yorba Linda, CA 92887

\$597,000

Big West Construction Corporation  
 12901 Elizabeth Way  
 Tustin, CA 92780

\$629,000

**2 TOTAL BIDDERS**

*Note: The foregoing is for information purposes only based on each Bidder's price proposal set forth in its Bid Proposal, without evaluation of the responsiveness of the Bid Proposals or the responsibility of the Bidders. Award of the Contract, if made, will be in accordance with the basis set forth in the Notice Inviting Formal Bids by action of the Rancho Santiago Community College District's Board of Trustees.*

Posted: 01/22/2018

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Educational Services

To:	Board of Trustees	Board Date: February 5, 2018
Re:	Approval of Resource Development Item	
Action:	Request for Approval	

**ANALYSIS**

Items for the following categorical program were developed:

	<b><u>Project Title</u></b>	<b><u>Award Date</u></b>	<b><u>Amount</u></b>
1.	<b>Strong Workforce Program – Regional Share (District)</b> Funds from the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division for RSCCD to serve as the Fiscal Agent. Project funds will be utilized to improve the quality and increase the quantity of career technical education programs in response to regional labor market needs and to achieve successful workforce outcomes leading to high-demand, high wage jobs. As the Fiscal Agent, RSCCD will develop sub-agreements, provide guidance and implement procedures, maintain tracking systems and timelines, and collaborate with the Regional Consortia for disbursement of Strong Workforce Program funds to districts within the Los Angeles/Orange County regions. (17/18). <i>No match required.</i>	07/26/2017	\$25,888,898

**RECOMMENDATION**

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

Fiscal Impact: \$25,888,898.00	Board Date: February 5, 2018
Item Prepared by: Maria N. Gil, Senior 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 #2225**  
**NAME: Strong Workforce Program - Regional Share (District)**  
**FISCAL YEAR 2017/2018**

CONTRACT PERIOD: 07/01/2017 - 12/31/2019

PROJ ADM: Enrique Perez

CONTRACT AWARD: \$25,888,898

PROJ DIR: Janeth Manjarrez

PRIME SPONSOR: California Community Colleges Chancellor's Office

Date: 01/23/2018

FISCAL AGENT: Rancho Santiago CCD

PRIME AWARD #: Categorical Apportionment

		New Budget	
GL Account String	Description	Debit	Credit
12-2225-000000-50000-8629	Other Gen Categorical Apport : Santa Ana College		25,888,898
<b>FISCAL AGENT/ADMINISTRATIVE COSTS</b>			
12-2225-675000-53345-5210	Conference Expenses : Resource Development	4,000	
12-2225-675000-53345-5215	Online Training Courses : Resource Development	2,750	
<b>12-2225-679000-53345-2110</b>	<b>Classified Management : Resource Development</b> <b>Director Special Programs (H-4) (100%) (18 mths.)</b>	143,980	
<b>12-2225-679000-53345-2130</b>	<b>Classified Employees : Resource Development</b> <b>Special Projects Specialist (11-3) (50%) (18 mths.)</b> <b>Resource Dvlp. Coord. (16-5 +2.5%L +1PG) (40%) (12 mths.)</b>	67,611	
12-2225-679000-53345-3215	PERS - Non-Instructional : Resource Development	38,299	
12-2225-679000-53345-3315	OASDHI - Non-Instructional : Resource Development	13,481	
12-2225-679000-53345-3325	Medicare - Non-Instructional : Resource Development	3,153	
12-2225-679000-53345-3415	H & W - Non-Instructional : Resource Development	46,717	
12-2225-679000-53345-3435	H & W - Retiree Fund Non-Inst : Resource Developmen	7,893	
12-2225-679000-53345-3515	SUI - Non-Instructional : Resource Development	109	
12-2225-679000-53345-3615	WCI - Non-Instructional : Resource Development	4,892	
12-2225-679000-53345-3915	Other Benefits - Non-Instruct : Resource Developmen	5,850	
12-2225-679000-53345-4210	Books, Mags & Subscrip-Non-Lib : Resource Developme	500	
12-2225-679000-53345-4610	Non-Instructional Supplies : Resource Development	1,000	
12-2225-679000-53345-4710	Food and Food Service Supplies : Resource Developme	500	
12-2225-679000-53345-5100	Contracted Services : Resource Development	5,000	
12-2225-679000-53345-5220	Mileage/Parking Expenses : Resource Development	606	
12-2225-679000-53345-5300	Inst Dues & Memberships : Resource Development	1,000	
12-2225-679000-53345-5630	Maint Contract - Office Equip : Resource Developmen	1,200	
12-2225-679000-53345-5845	Excess/Copies Useage : Resource Development	1,500	
12-2225-679000-53345-5940	Reproduction/Printing Expenses : Resource Developme	1,500	
12-2225-679000-53345-5950	Software License and Fees : Resource Development	1,000	
12-2225-679000-53345-6410	Equip-All Other >\$1,000<\$5,000 : Resource Developme	2,000	
	<b>Sub-Total Fiscal Agent/Administrative Costs</b>	<b>354,541</b>	
<b>REGIONAL CTE PROGRAMS</b>			
12-2225-684000-53345-5100	Contracted Services : Resource Development Los Angeles region \$17,253,757 Orange County region \$7,340,697	24,594,453	
	<b>Sub-Total Regional CTE Programs Costs</b>	<b>24,594,453</b>	
<b>REGIONAL CONSORTIA INFRASTRUCTURE</b>			
<b>12-2225-684000-53306-2110</b>	<b>Classified Management : LA/OC Regional Consortia</b> <b>Asst. Vice Chancellor EWD (A-4 @ 100%) (12 mths.)</b> <b>G. Chamorro, Director OC Region (C-7) (54%) (12 mths.)</b> <b>R. Verches, Director LA Region (C-7) (54%) (12 mths.)</b>	320,064	

**SPECIAL PROJECT DETAILED BUDGET #2225**  
**NAME: Strong Workforce Program - Regional Share (District)**  
**FISCAL YEAR 2017/2018**

CONTRACT PERIOD: 07/01/2017 - 12/31/2019

PROJ ADM: Enrique Perez

CONTRACT AWARD: \$25,888,898

PROJ DIR: Janeth Manjarrez

PRIME SPONSOR: California Community Colleges Chancellor's Office

Date: 01/23/2018

FISCAL AGENT: Rancho Santiago CCD

PRIME AWARD #: Categorical Apportionment

GL Account String	Description	New Budget	
		Debit	Credit
12-2225-684000-53306-2130	Classified Employees : LA/OC Regional Consortia Business Services Coord. (13-3 @ 100%) (12 mths.) Admin. Secretary (LA region) (12-3 @ 100%) (12 mths.)	108,594	
12-2225-684000-53306-3115	STRS - Non-Instructional : LA/OC Regional Consortia	25,303	
12-2225-684000-53306-3215	PERS - Non-Instructional : LA/OC Regional Consortia	49,455	
12-2225-684000-53306-3315	OASDHI - Non-Instructional : LA/OC Regional Consort	17,295	
12-2225-684000-53306-3325	Medicare - Non-Instructional : LA/OC Regional Conso	6,298	
12-2225-684000-53306-3415	H & W - Non-Instructional : LA/OC Regional Consorti	113,160	
12-2225-684000-53306-3435	H & W - Retiree Fund Non-Inst : LA/OC Regional Cons	15,768	
12-2225-684000-53306-3515	SUI - Non-Instructional : LA/OC Regional Consortia	217	
12-2225-684000-53306-3615	WCI - Non-Instructional : LA/OC Regional Consortia	9,773	
12-2225-684000-53306-3915	Other Benefits - Non-Instruct : LA/OC Regional Cons	5,716	
12-2225-684000-53306-5999	Special Project Holding Acct : LA/OC Regional Conso	268,261	
	<b>Sub-Total RC Infrastructure Costs</b>	<b>939,904</b>	
	<b>Total #2225 - SWP Regional Share (DO)</b>	<b>25,888,898</b>	<b>25,888,898</b>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To:	Board of Trustees	Date: February 5, 2018
Re:	Approval of the Contractor Agreement between RSCCD and Moraine Valley Community College for the Deputy Sector Navigator Information and Communications Technology ICT/Digital Media Grant	
Action:	Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District was awarded the Deputy Sector Navigator - Information Communications Technology (ICT)/Digital Media grant #16-158-006 by the California Community Colleges Chancellor's Office – Workforce & Economic Development Division. The purpose of the ICT/DM grant is to focus its efforts to helping to close the state's skills gap by providing in-demand skills training for employers, creating career pathways and stackable credential programs, promoting student success and getting Californians into jobs.

**ANALYSIS**

The DSN ICT has identified partners that will provide Information and Communications Technology/ Digital Media grant (ICT/DM) services within the Orange County region. Through this agreement Moraine Valley Community College will develop a comprehensive curriculum to cover the CompTIA CSA+ certification. The course development will include instructional materials, assessment tools, lab activities and exercises that measure a participant's knowledge or skill associated with the CSA+ certification program. The performance period of the service contract is February 6, 2018 – March 31, 2018. The total cost will not exceed \$27,750.

**Project Director:** Steve Linthicum    **Project Administrator:** Sarah Santoyo

**RECOMMENDATION**

It is recommended that the Board approve this 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: \$27,750.00 (grant-funded)	Board Date: February 5, 2018
Prepared by: Francisco Villaseñor, Resource Development Coordinator	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

## CONTRACTOR AGREEMENT

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This Agreement outlines the arrangement between Moraine Valley Community College, a Contractor, heretofore referred to as contractor, and Rancho Santiago Community College District, heretofore referred to as COLLEGE DISTRICT.

The COLLEGE DISTRICT's principal place of business is 2323 N. Broadway, Suite 350 Santa Ana, CA 92706. The CONTRACTOR's principal place of business is:

9000 West College Parkway  
Address

708-974-5426  
Phone

Palos Hills, Illinois 60465  
City, State, Zip

708-974-5301  
FaxCourse

sands@morainevalley.edu  
E-Mail Address

CONTRACTOR Business Type / Federal Tax Classification ([Check One](#)):

- Individual/Sole Proprietor or Single-Member LLC       Partnership       C Corporation       S Corporation  
 Limited Liability Company \_\_\_\_\_ (C= C Corp, S = S Corp, P = Partnership)       Other

COLLEGE DISTRICT desires to engage CONTRACTOR to perform CSA+ Course and Lab Development (the "Services"). In consideration of the foregoing representations, COLLEGE DISTRICT and CONTRACTOR have agreed upon the terms and conditions stated in this Agreement as follows:

### 1. TERM OF THE AGREEMENT

The Services shall commence on Tuesday, February 06, 2018, and shall be completed on or about Saturday, March 31, 2018. All provisions of this Agreement shall apply to all Services and all periods of time in which CONTRACTOR renders Services for or on behalf of COLLEGE DISTRICT, regardless of the date on which this Agreement is actually executed.

### 2. CONTRACTOR STATUS

CONTRACTOR is a contractor and not an employee, agent, joint venturer or partner of COLLEGE DISTRICT. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employee and employer between CONTRACTOR and COLLEGE DISTRICT or any employee or agent of CONTRACTOR. Both parties acknowledge the CONTRACTOR is not an employee for state or federal tax purposes.

CONTRACTOR declares that CONTRACTOR is self-employed and engaged in the independent business of CSA+ Course and Lab Development.

### 3. LICENSING REQUIREMENTS

CONTRACTOR declares that CONTRACTOR has complied with all federal, state, and local business permit and licensing requirements necessary to conduct business.

### 4. TAX RESPONSIBILITIES

COLLEGE DISTRICT shall not assist with any federal or state income tax withholdings or make any tax contributions on behalf of CONTRACTOR in connection with the Services.

## CONTRACTOR AGREEMENT

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### 5. INSURANCE

CONTRACTOR understands that COLLEGE DISTRICT shall not obtain or pay for any insurance on behalf of CONTRACTOR.

General / Professional Liability Insurance ([Check One](#)):

CONTRACTOR has obtained general / professional liability insurance for CONTRACTOR and any employees or agents of CONTRACTOR. CONTRACTOR shall make all applicable premium payments, deductibles, and renewal payments for such insurance policies of CONTRACTOR.\*

CONTRACTOR has NOT obtained general / professional liability insurance for CONTRACTOR and any employees or agents of CONTRACTOR.\*\*

Workers' Compensation Insurance ([Check One](#)):

CONTRACTOR has obtained workers' compensation insurance for CONTRACTOR and any employees or agents of CONTRACTOR. CONTRACTOR shall make all applicable premium payments, deductibles, and renewal payments for such insurance policies of CONTRACTOR.\*\*

CONTRACTOR has NOT obtained workers' compensation insurance for CONTRACTOR and any employees or agents of CONTRACTOR.\*\*

\*\*CONTRACTOR must furnish evidence of coverage with a current Certificate of Insurance. If CONTRACTOR has not obtained insurance, or evidence of current coverage is not provided, the COLLEGE DISTRICT will assess the nature of the Services to be provided and may opt to cease the execution of this Agreement with CONTRACTOR.

### 6. PERFORMANCE OF SERVICES

CONTRACTOR reserves the sole right to control or direct the manner in which Services are to be performed. CONTRACTOR shall retain the right to perform similar Services for other entities during the term of this Agreement. COLLEGE DISTRICT reserves the right to inspect, stop work, prescribe alterations, and generally to supervise the work to ensure its conformity with that specified in this Agreement.

### 7. TIME AND LOCATION OF WORK

CONTRACTOR shall perform the Services required by this Agreement at any place or location and at any time as CONTRACTOR deems necessary and appropriate.

### 8. SERVICES TO BE PERFORMED

CONTRACTOR shall perform the following Services: CSA+ Course and Lab Development as Documented in Attachment 1A.

CONTRACTOR agrees to supply all equipment, tools, materials and supplies to accomplish the designated tasks except as follows: NA

Special Instructions: NA

### 9. TERMS OF PAYMENT

COLLEGE DISTRICT shall pay CONTRACTOR Moraine Valley Community College in consideration for Services performed by the CONTRACTOR. On or before the 1st day of each month, CONTRACTOR shall submit an invoice to COLLEGE DISTRICT for all Services rendered for the prior month. Invoices will be adequately detailed for COLLEGE DISTRICT to determine hours worked or evaluate progress to completion of contracted Services. Invoices are due and payable 60 days after receipt of invoice. Invoices may be mailed to COLLEGE DISTRICT or e-mailed to [Linthicum Steve@rscsd.edu](mailto:Linthicum_Steve@rscsd.edu) and [Hardash Peter@rscsd.edu](mailto:Hardash_Peter@rscsd.edu).

### 10. PAYROLL AND EMPLOYMENT TAXES

No payroll or employment taxes of any kind shall be withheld or paid by COLLEGE DISTRICT on behalf of CONTRACTOR. CONTRACTOR is responsible for any applicable state or federal taxes in connection with the Services.

**CONTRACTOR AGREEMENT**

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**11. EXPENSES**

CONTRACTOR shall be responsible for all costs and expenses incidental to the performance of Services for COLLEGE DISTRICT, including without limitation, all costs of fees, fines, licenses, or taxes required of or imposed against CONTRACTOR and all other of CONTRACTOR's costs of doing business. COLLEGE DISTRICT shall be responsible for no expenses incurred by CONTRACTOR in performing Services for COLLEGE DISTRICT.

**12. INDEMNIFICATION**

CONTRACTOR agrees to indemnify, defend, and hold harmless COLLEGE DISTRICT, its officers and employees, from any and all liability arising out of or in any way related to CONTRACTOR's performance of Services during the term of this Agreement, including any liability resulting from intentional or reckless acts.

**13. PARTIAL INVALIDITY**

Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application of such provision, to any extent, is found to be invalid or unenforceable, the remainder of this Agreement or the application of such provisions shall remain in full force and effect without impairment or invalidation.

**14. MODIFICATION IN WRITING**

This Agreement may be modified only by a written amendment.

**15. ENTIRE AGREEMENT**

This Agreement contains the entire Agreement between the parties to this Agreement with respect to the subject matter of this Agreement and supersedes all prior understandings, agreements, representations, and warranties, if any, with respect to such subject matter.

Executed in the city of SANTA ANA in the state of CALIFORNIA, on the below written date and year, by:

**CONTRACTOR**

**COLLEGE DISTRICT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Rancho Santiago Community College District  
COLLEGE DISTRICT – Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date  
Peter J. Hardash, Vice Chancellor Business Operations/Fiscal services

\_\_\_\_\_  
Typed Name  
Moraine Valley Community College

\_\_\_\_\_  
Typed Name  
Board Approval Date: February 5, 2018

# ATTACHMENT 1A

## CSA+ Course and Lab Development

### OVERVIEW

This attachment details the development of a comprehensive curriculum to cover the CompTIA CSA+ certification. The course development will include instructional materials, assessment tools, lab activities and exercises that measure a participant's knowledge or skill associated with the CSA+ certification program. All course materials will be organized and delivered as part of a Canvas course shell.

### PROPOSAL

- Review all CSA+ course objectives and develop instructional materials, assessment items, lab activities and exercises.
- The instructional material will include textbook recommendations, reading assignments, instructor PowerPoints, handouts and links to existing videos.
- The lab activities will use existing NDG NetLab+ labs in the Security+ and CEH courses. The lab activities use both Linux and Microsoft Windows virtual machines. Open source tools will be used as part of the lab activities.
- Worksheets and analytical exercises will require that students perform specific tasks and demonstrate skills in solving cybersecurity-related problems.
- Each lesson will also include lesson objectives, and assessment tools (exams) embedded in the Canvas course.

### Alignment Strategy

The course will be aligned to four (4) CSA+ certification domains and 18 objectives. The course content and assessment instruments will also align to the NSA/DHS Centers for Academic Excellence Knowledge Units (KUs). Our team will also align to any additional KSA's provided prior to course design.

1.0	Threat Management	Knowledge	Skill	Labs	Exercise	Quiz
1.1	Given a scenario, apply environmental reconnaissance techniques using appropriate tools and processes.					
	• Procedures/common tasks - Topology discovery - OS fingerprinting - Service discovery - Packet capture - Log review - Router/firewall ACLs review - Email harvesting - Social media profiling - Social engineering - DNS harvesting - Phishing		X	X	X	X
	• Variables - Wireless vs. wired - Virtual vs. physical - Internal vs. external - On-premises vs. cloud		X	X		X
	• Tools - NMAP - Host scanning - Network mapping - NETSTAT - Packet analyzer - IDS/IPS - HIDS/NIDS - Firewall rule-based and logs - Syslog - Vulnerability scanner		X	X		X
1.2	Given a scenario, analyze the results of a network reconnaissance.					

	<ul style="list-style-type: none"> <li>Point-in-time data analysis - Packet analysis - Protocol analysis - Traffic analysis - Netflow analysis - Wireless analysis</li> </ul>		X	X		X
	<ul style="list-style-type: none"> <li>Data correlation and analytics - Anomaly analysis - Trend analysis - Availability analysis - Heuristic analysis - Behavioral analysis</li> </ul>		X	X	X	X
	<ul style="list-style-type: none"> <li>Data output - Firewall logs - Packet captures - NMAP scan results - Event logs - Syslogs - IDS report</li> </ul>		X	X		X
	<ul style="list-style-type: none"> <li>Tools - SIEM - Packet analyzer - IDS - Resource monitoring tool - Netflow analyzer</li> </ul>		X	X		X
1.3	Given a network-based threat, implement or recommend the appropriate response and countermeasure.					
	<ul style="list-style-type: none"> <li>Network segmentation - System isolation - Jump box</li> </ul>	X		X	X	X
	<ul style="list-style-type: none"> <li>Honeypot</li> </ul>	X				X
	<ul style="list-style-type: none"> <li>Endpoint security</li> </ul>	X		X		X
	<ul style="list-style-type: none"> <li>Group policies</li> </ul>	X		X		X
	<ul style="list-style-type: none"> <li>ACLs - Sinkhole</li> </ul>	X		X	X	X
	<ul style="list-style-type: none"> <li>Hardening - Mandatory Access Control (MAC) - Compensating controls - Blocking unused ports/services - Patching</li> </ul>	X		X		X
	<ul style="list-style-type: none"> <li>Network Access Control (NAC) - Time-based - Rule-based - Role-based - Location-based</li> </ul>	X		X	X	X
1.4	Explain the purpose of practices used to secure a corporate environment.					
	<ul style="list-style-type: none"> <li>Penetration testing - Rules of engagement - Timing - Scope - Authorization - Exploitation - Communication - Reporting</li> </ul>	X			X	X
	<ul style="list-style-type: none"> <li>Reverse engineering - Isolation/sandboxing - Hardware - Source authenticity of hardware - Trusted foundry - OEM documentation - Software/malware - Fingerprinting/hashing - Decomposition</li> </ul>	X				X
	<ul style="list-style-type: none"> <li>Training and exercises - Red team - Blue team - White team</li> </ul>	X				X
	<ul style="list-style-type: none"> <li>Risk evaluation - Technical control review - Operational control review - Technical impact and likelihood - High - Medium - Low</li> </ul>		X		X	X

2.0	Vulnerability Management	Knowledge	Skill	Labs	Exercise	Quiz
2.1	Given a scenario, implement an information security vulnerability management process.					

	<ul style="list-style-type: none"> <li>• Identification of requirements - Regulatory environments - Corporate policy - Data classification - Asset inventory - Critical - Non-critical</li> </ul>	X			X	X
	<ul style="list-style-type: none"> <li>• Establish scanning frequency - Risk appetite - Regulatory requirements - Technical constraints - Workflow</li> </ul>	X				X
	<ul style="list-style-type: none"> <li>• Configure tools to perform scans according to specification - Determine scanning criteria - Sensitivity levels - Vulnerability feed - Scope - Credentialed vs. non-credentialed - Types of data - Server-based vs. agent-based - Tool updates/plugins - SCAP - Permissions and access</li> </ul>		X	X		X
	<ul style="list-style-type: none"> <li>• Execute scanning</li> </ul>		X	X		X
	<ul style="list-style-type: none"> <li>• Generate reports - Automated vs. manual distribution</li> </ul>		X	X		
	<ul style="list-style-type: none"> <li>• Remediation - Prioritizing - Criticality - Difficulty of implementation - Communication/change control - Sandboxing/testing - Inhibitors to remediation - MOUs - SLAs - Organizational governance - Business process interruption - Degrading functionality</li> </ul>	X			X	X
	<ul style="list-style-type: none"> <li>• Ongoing scanning and continuous monitoring</li> </ul>	X		X	X	X
2.2	Given a scenario, analyze the output resulting from a vulnerability scan.					
	<ul style="list-style-type: none"> <li>• Analyze reports from a vulnerability scan - Review and interpret scan results - Identify false positives - Identify exceptions - Prioritize response actions</li> </ul>		X		X	X
	<ul style="list-style-type: none"> <li>• Validate results and correlate other data points - Compare to best practices or compliance - Reconcile results - Review related logs and/ or other data sources - Determine trends</li> </ul>		X		X	X
2.3	Compare and contrast common vulnerabilities found in the following targets within an organization.					
	<ul style="list-style-type: none"> <li>• Servers</li> </ul>	X			X	X
	<ul style="list-style-type: none"> <li>• Endpoints</li> </ul>	X				X
	<ul style="list-style-type: none"> <li>• Network infrastructure</li> </ul>	X				X
	<ul style="list-style-type: none"> <li>• Network appliances</li> </ul>	X				X
	<ul style="list-style-type: none"> <li>• Virtual infrastructure - Virtual hosts - Virtual networks - Management interface</li> </ul>	X				X

	• Mobile devices	X		X		X
	• Interconnected networks	X				X
	• Virtual Private Networks (VPNs)	X		X		X
	• Industrial Control Systems (ICSs)	X		X		X
	• SCADA devices	X			X	X

3.0	Cyber Incident Response	Knowledge	Skill	Labs	Exercise	Quiz
3.1	Given a scenario, distinguish threat data or behavior to determine the impact of an incident.					
	• Threat classification - Known threats vs. unknown threats - Zero day - Advanced persistent threat	X				X
	• Factors contributing to incident severity and prioritization - Scope of impact - Downtime - Recovery time - Data integrity - Economic - System process criticality - Types of data - Personally Identifiable Information (PII) - Personal Health Information (PHI) - Payment card information - Intellectual property - Corporate confidential - Accounting data - Mergers and acquisitions	X			X	X
3.2	Given a scenario, prepare a toolkit and use appropriate forensics tools during an investigation.					
	• Forensics kit - Digital forensics workstation - Write blockers - Cables - Drive adapters - Wiped removable media - Cameras - Crime tape - Tamper-proof seals - Documentation/forms - Chain of custody form - Incident response plan - Incident form - Call list/escalation list		X	X		X
	• Forensic investigation suite - Imaging utilities - Analysis utilities - Chain of custody - Hashing utilities - OS and process analysis - Mobile device forensics - Password crackers - Cryptography tools - Log viewers		X	X		X
3.3	Explain the importance of communication during the incident response process.					
	• Stakeholders - HR - Legal - Marketing - Management	X				X
	• Purpose of communication processes - Limit communication to trusted parties - Disclosure based on regulatory/ legislative requirements - Prevent inadvertent release of information - Secure method of	X				X

	communication					
	• Role-based responsibilities - Technical - Management - Law enforcement - Retain incident response provider	X			X	X
3.4	Given a scenario, analyze common symptoms to select the best course of action to support incident response.					
	• Common network-related symptoms - Bandwidth consumption - Beaconing - Irregular peer-to-peer communication - Rogue devices on the network - Scan sweeps - Unusual traffic spikes	X				X
	• Common host-related symptoms - Processor consumption - Memory consumption - Drive capacity consumption - Unauthorized software - Malicious processes - Unauthorized changes - Unauthorized privileges - Data exfiltration	X				X
	• Common application-related symptoms - Anomalous activity - Introduction of new accounts - Unexpected output - Unexpected outbound communication - Service interruption - Memory overflows	X			X	X
3.5	Summarize the incident recovery and post-incident response process.					
	• Containment techniques - Segmentation - Isolation - Removal - Reverse engineering	X			X	X
	• Eradication techniques - Sanitization - Reconstruction/reimage - Secure disposal	X			X	X
	• Validation - Patching - Permissions - Scanning - Verify logging/communication to security monitoring	X			X	X
	• Corrective actions - Lessons learned report - Change control process - Update incident response plan	X			X	X
	• Incident summary report	X			X	X

4.0	Security Architecture and Tool Sets	Knowledge	Skill	Labs	Exercise	Quiz
4.1	Explain the relationship between frameworks, common policies, controls, and procedures.					
	• Regulatory compliance	X				X
	• Frameworks - NIST - ISO - COBIT - SABSA - TOGAF - ITIL	X				X
	• Policies - Password policy - Acceptable use policy - Data ownership policy - Data retention policy - Account management policy - Data classification policy	X				X
	• Controls - Control selection based on criteria - Organizationally defined parameters - Physical controls - Logical controls - Administrative controls	X			X	X
	• Procedures - Continuous monitoring - Evidence production - Patching - Compensating control development - Control testing procedures - Manage exceptions - Remediation plans	X				X
	• Verifications and quality control - Audits - Evaluations - Assessments - Maturity model - Certification	X				X
4.2	Given a scenario, use data to recommend remediation of security issues related to identity and access management.					
	• Security issues associated with context-based authentication - Time - Location - Frequency - Behavioral	X		X		X
	• Security issues associated with identities - Personnel - Endpoints - Servers - Services - Roles - Applications	X		X		X
	• Security issues associated with identity repositories - Directory services - TACACS+ - RADIUS	X		X		X
	• Security issues associated with federation and single sign-on - Manual vs. automatic provisioning/deprovisioning - Self-service password reset	X				X
	• Exploits - Impersonation - Man-in-the-middle - Session hijack - Cross-site scripting - Privilege escalation - Rootkit	X		X		X
4.3	Given a scenario, review security architecture and make recommendations to implement compensating controls.					
	• Security data analytics - Data aggregation and correlation - Trend analysis - Historical analysis		X			X

	<ul style="list-style-type: none"> <li>Manual review - Firewall log - Syslogs - Authentication logs - Event logs</li> </ul>		X			X
	<ul style="list-style-type: none"> <li>Defense in depth - Personnel - Training - Dual control - Separation of duties - Third party/consultants - Cross training - Mandatory vacation - Succession planning - Processes - Continual improvement - Scheduled reviews - Retirement of processes - Technologies - Automated reporting - Security appliances - Security suites - Outsourcing - Security as a Service - Cryptography - Other security concepts - Network design - Network segmentation</li> </ul>	X		X		
4.4	Given a scenario, use application security best practices while participating in the Software Development Life Cycle (SDLC).					
	<ul style="list-style-type: none"> <li>Best practices during software development - Security requirements definition - Security testing phases - Static code analysis - Web app vulnerability scanning - Fuzzing - Use interception proxy to crawl application - Manual peer reviews - User acceptance testing - Stress test application - Security regression testing - Input validation</li> </ul>	X				X
	<ul style="list-style-type: none"> <li>Secure coding best practices - OWASP - SANS - Center for Internet Security - System design recommendations - Benchmarks</li> </ul>	X			X	X
4.5	Compare and contrast the general purpose and reasons for using various cybersecurity tools and technologies. (**The intent of this objective is NOT to test specific vendor feature sets.)					
	<ul style="list-style-type: none"> <li>Preventative - IPS - Sourcefire - Snort - Bro - HIPS - Firewall - Cisco - Palo Alto - Check Point - Antivirus - Anti-malware - EMET - Web proxy - Web Application Firewall (WAF) - ModSecurity - NAXSI - Imperva</li> </ul>	X		X	X	X
	<ul style="list-style-type: none"> <li>Collective - SIEM - ArcSight - QRadar - Splunk - AlienVault - OSSIM - Kiwi Syslog - Network scanning - NMAP - Vulnerability scanning - Qualys - Nessus - OpenVAS - Nexpose - Nikto - Microsoft Baseline Security Analyzer - Packet capture - Wireshark - tcpdump - Network General - Aircrack-ng - Command line/IP utilities - netstat - ping - tracer/traceroute - ipconfig/ifconfig - nslookup/dig - Sysinternals - OpenSSL - IDS/HIDS - Bro</li> </ul>	X		X	X	X
	<ul style="list-style-type: none"> <li>Analytical - Vulnerability scanning - Qualys - Nessus - OpenVAS - Nexpose - Nikto - Microsoft Baseline Security Analyzer - Monitoring tools - MRTG - Nagios - SolarWinds - Cacti - NetFlow Analyzer - Interception proxy - Burp Suite - Zap - Vega</li> </ul>	X		X		X

	<ul style="list-style-type: none"> <li>• Exploit - Interception proxy - Burp Suite - Zap - Vega - Exploit framework - Metasploit - Nexpose - Fuzzers - Untidy - Peach Fuzzer - Microsoft SDL File/Regex Fuzzer</li> </ul>	X		X		X
	<ul style="list-style-type: none"> <li>• Forensics - Forensic suites - EnCase - FTK - Helix - Sysinternals - Cellebrite - Hashing - MD5sum - SHASum - Password cracking - John the Ripper - Cain &amp; Abel - Imaging - DD</li> </ul>	X		X		X

Each skill type objective will directly align to a lab activity task or exercise:

- Deliver 12-16 lab activities, each containing 3-4 assessment-based tasks.
- Deliver 4-5 exercises each containing 3-4 tasks.
- Deliver 10-12 course exams. All knowledge type objectives will align to two or more assessment items provided in the canvas shell exams.
- Deliver course lesson plan and instructional materials aligned to existing textbooks. The lesson plan will include reading assignments, exams, PowerPoints, whitepapers, articles and exercises. The lesson plan will require 90-minute instructional modules.

## Review and Acceptance Process

The review and acceptance process will require three points of review and approval.

1. Design Phase – this phase will include the development, review and acceptance of the following items:
  - a. Course Outline
  - b. Course Syllabus
  - c. Proposed Instructional Modules
  - d. Proposed Lab Activities and Tasks
  - e. Proposed Exercises
2. Draft Review – this phase will include the delivery of draft items for initial review:
  - a. Draft Instructional Modules
  - b. Draft Lab Activities and Tasks
  - c. Draft Exercises
  - d. Draft Assessment Items
3. Final Review – this phase will provide a review and acceptance of the development materials:
  - a. Completed Instructional Modules
  - b. Lab Activities with Solutions
  - c. Exercises with Solutions
  - d. Assessment Items with Solutions

## Deliverable Timeline

The start date of the project timeline begins upon acceptance and signature of the agreement by the Contractor and College District. The following list of project deliverables details the number of business days required to complete each deliverable task.

## Payment

When College District accepts and signs off on a Milestone, Contractor will invoice College District.

Deliverable Task Description	Start Date	Completion*	Payment
<b>Initial Design - Milestone 1</b>			
Course Outlines and Syllabus		Day 2	
Canvas Instructional Modules Design	Agreement acceptance and signature	Day 2	
Proposed Lab Activity List		Day 5	
Proposed Exercise List		Day 5	
College District sign-off Milestone 1		Day 10	
Contractor invoices College District		Day 10	\$4,850
<b>Content Drafts Delivered - Milestone 2</b>			
Draft Instructional Modules	Agreement acceptance and signature	Day 10	\$2,250
Draft Assessment Items		Day 10	\$1,680
Draft Exercises		Day 15	\$5,120
Draft Lab Activities		Day 20	\$7,850
College District sign-off		Day 25	
Contractor invoices College District		Day 25	\$16,900
<b>Final Review, Acceptance and Delivery – Milestone 3</b>			
Completed Instructional Modules	Day 25	Day 30	\$1,220
Assessment Items with Solutions	Day 25	Day 30	\$1,120
Exercises with Solutions	Day 25	Day 35	\$1,120
Lab Activities with Solutions	Day 25	Day 35	\$2,540
College District sign-off		Day 40	
Contractor invoices College District		Day 40	\$6,000
<b>Total</b>			<b>\$27,750</b>

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

To:	Board of Trustees	Date: February 5, 2018
Re:	Approval of Engagement Letter Proposal from CliftonLarsonAllen for consulting services	
Action:	Request for Approval	

**BACKGROUND**

At the November 20, 2017 Board Fiscal/Audit Committee meeting, Trustee Yarbrough requested the district's independent auditors, CliftonLarsonAllen (CLA), prepare a proposal to provide a forensic analysis and consulting services related to the RSCCD Foundation's Capability Building Contract.

**ANALYSIS**

The attached proposal for services is CliftonLarsonAllen's response to Trustee Yarbrough's request. CLA's proposed fee for this service is a range from \$4,500 to \$9,000.

**RECOMMENDATION**

The attached proposal is presented for discussion/approval per Trustee Yarbrough's request.

Fiscal Impact:	\$4,500 to \$9,000	Board Date: February 5, 2018
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



CliftonLarsonAllen LLP  
2210 E. Route 66  
Glendora, CA 91740  
626-857-7300 | fax 626-857-7302  
CLAconnect.com

January 10, 2018

Peter Hardash  
Vice Chancellor of Business Operations  
Rancho Santiago Community College District  
2323 N. Broadway  
Santa Ana, CA 92706-1640

**RE: Capability Building Contract – Rancho Santiago Community College District Foundation**

***Submitted Electronically  
Privileged & Confidential***

Dear Mr. Hardash:

This letter will serve as a proposal and, if signed, will confirm our agreement between CliftonLarsonAllen LLP (CLA) and Rancho Santiago Community College District (District) to provide forensic analysis and consulting services related to the **Capability Building Contract – Rancho Santiago Community College District Foundation** dated December 7, 2016.

**SCOPE**

Specifically, information has been provided to the District from a third party concerning possible conflict of interest by District personnel and unknown financial transactions in the performance of said **Capability Building Contract – Rancho Santiago Community College District Foundation** dated December 7, 2016. For this Phase of this agreement, you have requested for CLA to review the information provided and interview this third party individual and potentially other individual(s) as deemed necessary. The purpose of these interview(s) is to thoroughly understand the nature and credibility of information known by this third party. This third party has volunteered to be interviewed. Additionally, relevant documents may be obtained during and after the interview process. We will review these additional documents as well.

Subsequent to these interview(s), we will provide you with an oral briefing as to our results of the interview(s) and suggested next steps, along with a budget to perform the suggested next steps.

**STAFFING AND FEES**

Appropriate CliftonLarsonAllen LLP resources will be used on this engagement, as deemed necessary. Ernest C. Cooper, Principal, CPA, CFF, CFE, (Retired) FBI Special Agent and Ana Rodriguez, Manager, CPA, CFE will be responsible for this engagement.

Our fees are based upon the actual hours of professional service rendered by hourly rates of the professional and are not contingent upon the final results of the engagement. The hourly rates are based upon the experience and qualifications of the professional. Our current hourly billing rates are as follows:

Principal	\$375-425
Director	\$300-375
Manager	\$225-275
Senior Associate	\$150-190
Associate	\$135-150
Clerical/Admin	\$100-135

We will be compensated for fees and expenses incurred in this engagement. We bill at our cost, direct expenses including travel incurred during the course of the engagement.

Based upon our understanding of the scope, we estimate that this Phase will require between fifteen and thirty hours, at an estimated cost of \$4,500 to \$9,000 (approximate blended rate of \$300 per hour).

This estimate does not include time necessary to prepare a written expert report, if one is requested. During the course of this Phase, if it appears that additional hours and costs are needed to complete this Phase above the estimate provided, we will notify you immediately and provide a revised budget.

In the event CliftonLarsonAllen LLP, its principals and employees are requested pursuant to subpoena or other legal process to produce its documents, perform additional work or appear in person relating to this engagement in judicial or administrative proceedings to which CliftonLarsonAllen LLP is or is not a party, the District shall reimburse CliftonLarsonAllen LLP at standard billing rates for its professional time and expenses, including reasonable attorney's fees, incurred in responding to such requests. In addition, all fees, including fees for any witness testimony must be paid in full before any testimony will be provided.

Bills for services are due when submitted and must be paid within thirty (30) days from the date of the invoice. We will submit monthly bills for charges and expenses incurred. If a bill for services is not paid when due, we reserve the right to cease work and withdraw from this engagement. Fees unpaid 30 days past the billing date are subject to an interest charge of 1.5% per month. In the event we must undertake any collection efforts to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

#### **GENERAL TERMS AND CONDITIONS**

We will perform our engagement in accordance with the Statement on Standards for Consulting Services, Consulting Services: Definitions and Standards (codified as CS Section 100 in AICPA Professional Standards) of the American Institute of Certified Public Accountants ("AICPA").

Fraud and irregularities by their very nature are most often hidden, and no absolute assurance can be given that all such matters will be detected. Our engagement cannot be relied on to disclose all irregularities or illegal acts, including fraud that may exist. However, we will inform you of any such matters that come to our attention.

We will hold any documents or records provided to us concerning this matter subject to your direction with respect to possession and control. We will treat our work for you and any work papers we create about this matter as confidential and will not disclose them to anyone unless required to do so by court order. We will immediately notify you of any requests or demand to inspect or copy either the documents in our possession or our work papers.

All of the District property, documents, and information provided for our use in connection with the services shall remain the District's property, and we shall return any such items whenever requested by the District and whenever required according to the terms of this agreement. CliftonLarsonAllen LLP may use such items only in connection with providing the services and shall not disseminate any of District's property, documents, or information without the District's prior written consent.

If we present our findings to you in a written report, you may not reproduce, distribute, or extract our report in whole or in part for any purpose other than this engagement without our expressed written permission. If we grant limited permission in this letter or elsewhere and/or you reproduce or extract our report in whole or in part, we must approve the masters or printer's proofs of the reports we prepare before they are reproduced or published for distribution outside your management if CliftonLarsonAllen LLP's name is to be connected with the report in any way.

CliftonLarsonAllen LLP and the District agree that CliftonLarsonAllen LLP's and District's maximum liability from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this agreement from any cause whatsoever, shall be limited to the charges paid to CliftonLarsonAllen LLP for the portion of services or work product giving rise to the liability. In no event shall CliftonLarsonAllen LLP or the District be liable for consequential, special, incidental or punitive loss, damage or expense (including without limitation, lost profits, opportunity costs, etc.) even if advised of their possible existence.

We do not anticipate any difficulties. However, in the unlikely event that there are any disagreements regarding our services, any claims against CliftonLarsonAllen LLP as a result of this engagement must be brought within one (1) year from the date our report is delivered or our work is completed.

This letter constitutes the entire agreement regarding services to be provided to you and supersedes all prior agreements, understandings, negotiations, and discussions between us, whether oral or written. This agreement may be supplemented by other written agreements.

The laws of the State of California shall govern this contract. The federal or state courts of the State of California shall have exclusive jurisdiction of any claim arising out of this engagement.

**SIGNATURE SECTION**

CliftonLarsonAllen LLP and the District mutually agree that both parties may execute this engagement letter electronically.

If the above accurately reflects the terms and conditions of our engagement, please sign this letter and return it to Ernie Cooper at [ernie.cooper@CLAconnect.com](mailto:ernie.cooper@CLAconnect.com). We look forward to working with you on this matter.

Very truly yours,



Ernie Cooper, CPA, CFF, CFE  
Principal  
562-728-3339  
[Ernie.Cooper@CLAconnect.com](mailto:Ernie.Cooper@CLAconnect.com)

The above accurately reflects our engagement agreement and I accept the above terms and conditions.

\_\_\_\_\_  
Signature – Rancho Santiago Community College District

\_\_\_\_\_  
By – Print Name

\_\_\_\_\_  
Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET  
MANAGEMENT/ACADEMIC  
February 5, 2018

MANAGEMENT

Employment Agreement/Attachment #1

De La Rosa, Jennifer M.  
Associate Dean, Student Development  
Student Affairs  
Santa Ana College

New Job Description/Attachment #2

Director, Physical Plant & Facilities  
Santa Ana College  
Classified Supervisory  
Grade Level F

Revised Job Description/Attachment #3

Vice President, Administrative Services  
Santa Ana College  
Classified Administrator  
Grade Level A (No Change)

Appointment to Interim Assignment/Employment of Retired STRS Member

Lugo, Victoria  
Interim Vice President  
Student Services  
Santa Ana College

Effective: January 28, 2018  
(Not to Exceed 14 Days)  
Salary Placement: B-1 \$559.75/Day

Interim Assignment

Jaffray, Shelly C.  
Interim Vice President  
Academic Affairs  
Santa Ana College

Effective: January 15, 2018  
Salary Placement: A-7 \$171,394.03/Year

Extension of Interim Assignment

Perez, Lakysia M.  
Director, Special Programs  
Student Services  
Santiago Canyon College

Effective: December 16, 2017 – March 2, 2018  
Salary Placement: H-1 \$38.93/Hour

MANAGEMENT (CONT'D)

Ratification of Resignation/Retirement

Jaeger, Carl R.  
Enrollment Reporting Manager  
Academic Affairs  
Santa Ana College

Effective: March 1, 2018 (Last Day)  
Reason: Retirement

Jones, Ronald S.  
Custodial Supervisor  
Administrative Services  
Santa Ana College

Effective: February 28, 2018 (Last Day)  
Reason: Retirement

FACULTY

FARSCCD Part-time Hourly Step Increases Effective Spring 2018/Attachment #4

FARSCCD Beyond Contract/Overload Step Increases

Carriger, Lisa  
Assistant Professor, Nursing  
Science, Mathematics & Health  
Sciences Division  
Santa Ana College

Effective: January 29, 2018  
From: IV-3 \$64.25/Lecture Hour  
To: IV-4 \$67.47/Lecture Hour

Quinn, Nicole  
Assistant Professor, Anthropology  
Humanities & Social Sciences Division  
Santa Ana College

Effective: January 29, 2018  
From: IV-3 \$64.25/Lecture Hour  
To: IV-4 \$67.47/Lecture Hour

Ramirez, Adriana  
Assistant Professor, History  
Humanities & Social Sciences Division  
Santa Ana College

Effective: January 29, 2018  
From: II-3 \$58.29/Lecture Hour  
To: II-4 \$61.20/Lecture Hour

Change of Classification

Hall, Kathryn  
Assistant Professor, English  
Arts, Humanities & Social  
Sciences Division  
Santiago Canyon College

Effective: August 21, 2017  
From: IV-12 \$88,003.85/Year  
To: V-12 \$90,729.60/Year

FACULTY (CONT'D)

2017/2018 Contract Extension Days

Beyersdorf, Matthew  
Professor, English  
Humanities & Social Sciences Division  
Santa Ana College

Effective: January 29 -June 30, 2018  
Contract Extension: 78.48 Days  
Contract Extension Rate: VII-16 \$532.62/Day  
Reason: Reassigned Time-Academic Administration

Ending 2017/2018 Contract Stipend

Rabii-Rakin, Narges  
Professor, History  
Arts, Humanities & Social  
Sciences Division  
Santiago Canyon College

Effective: February 5, 2018  
Amount: \$3,000.00/Year  
Reason: Coach, Model United  
Nations/Political Science

Adding 2017/2018 Contract Stipend

Crammer, Cale  
Assistant Professor, Political Science  
Arts, Humanities & Social  
Sciences Division  
Santiago Canyon College

Effective February 5, 2018  
Amount: \$3,000.00/Year  
Reason: Coach, Model United  
Nations/Political Science

Beyond Contract/Overload Stipends

Hardy, Michelle  
Assistant Professor, Human Development/  
Early Childhood Education/Child Development  
Human Services & Technology Division  
Santa Ana College

Effective: January 2, 2018  
Amount: \$821.00  
Reason: Program Development  
(Project 1214)

Leave of Absence

Campitelli-Smith, Melissa  
Associate Professor/Psychologist  
Health & Wellness Center  
Enrollment & Support Services Division  
Santiago Canyon College

Effective: March 5 – June 2, 2018  
Reason: Parental Leave

Dinh, Uyen  
Instructor, ESL  
Continuing Education Division (OEC)  
Santiago Canyon College

Effective: January 6 - February 10, 2018  
Reason: Maternity Leave

FACULTY (CONT'D)

Ratification of Resignation/Retirement

Arreguin-Lopez, Marybel  
Master Teacher/Site Supervisor  
CEC Child Development Center  
(Sepulveda Elementary)  
Child Development Services  
District

Effective: February 9, 2018 (Last Day)  
Reason: Resignation

Adjustment to Column Placement

Fini, Kaine A.  
Instructor, Anthropology  
Humanities & Social Sciences Division  
Santa Ana College

Effective: January 29, 2018  
From: Column II, Step 3 \$58.29  
To: Column III, Step 3 \$61.20

CEFA Part-time Hourly Step Increase

Ayala, Monica  
Counselor  
Continuing Education Division (OEC)  
Santa Ana College

Effective: January 2, 2018  
From: Column II, Step 3 \$42.42  
To: Column II, Step 4 \$43.48

Part-time Hourly New Hires/Rehires

Barrios, Andrew S.  
Instructor, Biology  
Science, Mathematics &  
Health Sciences Division  
Santa Ana College

Effective: January 29, 2018  
Hourly Lecture/Lab Rates: II-3 \$58.29/\$52.46

Betts, Thomas J.  
Instructor, Art  
Fine & Performing Arts Division  
Santa Ana College

Effective: February 05, 2018  
Hourly Lecture/Lab Rates: II-3 \$58.29/\$52.46

Bulrice, Jeremy  
Instructor, Counseling  
Counseling & Student  
Support Services Division  
Santiago Canyon College

Effective: February 05, 2018  
Hourly Lecture Rate: II-3 \$58.29

**FACULTY (CONT'D)**

*Part-time Hourly New Hires/Rehires (cont'd)*

Caldani, Patricia  
Instructor, Biology  
Science, Mathematics and  
Health Sciences Division  
Santa Ana College  
Effective: February 05, 2018  
Hourly Lecture/Lab Rates: II-3 \$58.29/\$52.46

Capalaran, Eduardo S.  
Instructor, Surveying/Mapping (equivalency)  
Business & Career Technical  
Education Division  
Santiago Canyon College  
Effective: January 29, 2018  
Hourly Lecture/Lab Rates: I-5 \$61.20/\$55.08

Camacho, Julian S.  
Instructor, Ethnic Studies  
Dual Enrollment Program  
Humanities & Social Sciences Division  
Santa Ana College  
Effective: January 16, 2018  
Hourly Lecture Rate: IV-3 \$64.25

Choi, Ernest Y.  
Instructor, Business  
Business Division  
Santa Ana College  
Effective: January 29, 2018  
Hourly Lecture Rate: II-3 \$58.29

De La Torre-Reed, Lilian  
Instructor, Business Applications & Technology  
Business Division  
Santa Ana College  
Effective: January 29, 2018  
Hourly Lecture Rate: II-3 \$58.29

Deusenberry, Janet L.  
Instructor, Child Development (equivalency)  
Human Services & Technology Division  
Santa Ana College  
Effective: January 29, 2018  
Hourly Lecture Rate: II-3 \$58.29

Ghaffari, Ardeshir  
Instructor, Mathematics  
Science, Mathematics &  
Health Sciences Division  
Santa Ana College  
Effective: January 29, 2018  
Hourly Lecture/Lab Rates: IV-3 \$64.25/\$57.83

Hudson, Merry L.  
Instructor, Criminal Justice (equivalency)  
Human Services & Technology Division  
Santa Ana College  
Effective: January 18, 2018  
Hourly Lecture/Lab Rates: I-3 \$55.51/\$49.96

**FACULTY (CONT'D)**

Part-time Hourly New Hires/Rehires (cont'd)

Jang, Stephen H.  
Instructor, Computer Science  
Business Division  
Santa Ana College

Effective: January 29, 2018  
Hourly Lecture Rate: II-3 \$58.29

King, Cheryl L.  
Instructor, Geography  
Arts, Humanities and  
Social Sciences Division  
Santiago Canyon College

Effective: January 29, 2018  
Hourly Lecture Rate: II-3 \$58.29

Laurenco, Elena M.  
Instructor, Art  
Fine & Performing Arts Division  
Santa Ana College

Effective: February 05, 2018  
Hourly Lecture/Lab Rates: II-3 \$58.29/\$52.46

Loya, Danny  
Instructor, Graphic Arts  
Fine & Performing Arts Division  
Santa Ana College

Effective: February 05, 2018  
Hourly Lecture/Lab Rates: I-3 \$55.51/\$49.96

Luciano, Robert D.  
Instructor, Public Works  
Business & Career Technical  
Education Division  
Santiago Canyon College

Effective: January 29, 2018  
Hourly Lecture/Lab Rates: I-3 \$55.51/\$49.96

Nelson, Robert W.  
Instructor, Criminal Justice  
Human Services & Technology Division  
Santa Ana College

Effective: January 26, 2018  
Hourly Lecture/Lab Rates: I-3 \$55.51/\$49.96

Miller-Osorio, Debra J.  
Instructor, Health & Safety  
Continuing Education Division (OEC)  
Santiago Canyon College

Effective: January 16, 2018  
Hourly Lecture Rate: I-3 \$48.69

Mulvihill, Emily A.  
Instructor, English  
Humanities & Social Sciences Division  
Santa Ana College

Effective: February 05, 2018  
Hourly Lecture Rate: II-3 \$58.29

**FACULTY (CONT'D)**

Part-time Hourly New Hires/Rehires (cont'd)

Paul, Stacey L. Effective: January 09, 2018  
Instructor, Disabled Students Programs  
& Services, Adults with Disabilities  
Workforce Preparation  
Continuing Education Division (OEC)  
Santiago Canyon College  
Hourly Lecture Rate: II-3 \$49.91

Ponegalek, Chad D. Effective: February 05, 2018  
Instructor, Fire Technology  
Human Services & Technology Division  
Santa Ana College  
Hourly Lecture/Lab Rates: I-3 \$55.51/\$49.98

Prothero, James W. Effective: February 05, 2018  
Instructor, English  
Humanities & Social Sciences Division  
Santa Ana College  
Hourly Lecture Rate: IV-5 \$70.84

Reilly, Amber J. Effective: January 29, 2018  
Instructor, Chemistry  
Mathematics & Sciences Division  
Santiago Canyon College  
Hourly Lecture/Lab Rates: IV-3 \$64.25/\$57.83

Rivera Montelongo, Mayra G. Effective: February 05, 2018  
Instructor, Interdisciplinary Basic Skills  
Continuing Education Division (CEC)  
Santa Ana College  
Hourly Lecture Rate: I-3 \$48.69

Rivest, Clayton E. Effective: January 29, 2018  
Instructor, Business Administration  
Business Division  
Santa Ana College  
Hourly Lecture Rate: II-3 \$58.29

Salcedo, Joel A. Effective: February 05, 2018  
Instructor, Communication Studies  
Fine & Performing Arts Division  
Santa Ana College  
Hourly Lecture Rate: II-3 \$58.29

Skaggs, Timothy D. Effective: January 29, 2018  
Instructor, Office Technology  
Business Division  
Santa Ana College  
Hourly Lecture/Lab Rates: II-3 \$58.29/\$52.46

**FACULTY (CONT'D)**

Part-time Hourly New Hires/Rehires (cont'd)

Strack, James R. Effective: February 05, 2018  
Instructor, Fire Technology (equivalency) Hourly Lecture/Lab Rates: I-3 \$55.51/\$49.96  
Human Services & Technology Division  
Santa Ana College

Strickland, Jonelle L. Effective: January 29, 2018  
Instructor, English Hourly Lecture Rate: II-3 \$58.29  
Arts, Humanities and  
Social Sciences Division  
Santiago Canyon College

Sweeney, George Effective: January 29, 2018  
Instructor, Computer Science (Equivalency) Hourly Lecture Rate: IV-5 \$70.84  
Business Division  
Santa Ana College

Ta, Khoa H. Effective: January 29, 2018  
Instructor, Mathematics Hourly Lecture/Lab Rates: II-3 \$58.29/\$52.46  
Science, Mathematics &  
Health Sciences Division  
Santa Ana College

Wood, Robert W. Effective: January 29, 2018  
Instructor, English Hourly Lecture/Lab Rates: IV-3 \$64.25/\$57.83  
Arts, Humanities and  
Social Sciences Division  
Santiago Canyon College

Yang, Si Effective: January 29, 2018  
Instructor, Mathematics Hourly Lecture/Lab Rates: II-3 \$58.29/\$52.46  
Mathematics & Sciences Division  
Santiago Canyon College

Non-paid Intern Service

Alvarado, Alejandra Effective: February 6, 2018  
Counseling Intern College Affiliation: University of La Verne  
Counseling & Student Support Discipline: Counseling  
Services Division  
Santiago Canyon College

**FACULTY (CONT'D)**

*Non-paid Intern Service*

Crisantos Valencia, Angela  
Counseling Intern  
Counseling & Student Support  
Services Division  
Santiago Canyon College

Effective: February 6, 2018  
College Affiliation: University of La Verne  
Discipline: Counseling

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

1. **Parties.** The Rancho Santiago Community College District (“District”), on the one hand, and Jennifer De La Rosa (“Administrator”), on the other hand, hereby enter into this Educational Administrator Employment Agreement (“Agreement”) pursuant to sub-section “a” of Section 72411 of the *Education Code*. District and Administrator are referred to herein individually as “Party” and collectively as “Parties.”

2. **Position.** District hereby employs Administrator in the position of Associate Dean of Student Development, Student Affairs, Santa Ana College (“Position”). Administrator is an “academic employee” as defined in sub-section “a” of Section 87001 of the *Education Code*, is an “educational administrator” as defined in sub-section “b” of Section 87002 of the *Education Code*, and is a “management employee” as defined in sub-section “g” of Section 3540.1 of the *Government Code*.

3. **Term.** District agrees to employ Administrator, and Administrator agrees to serve in the Position, for the period commencing January 16, 2018 and ending June 30, 2020. If, prior to June 30 of any other year other than the last year of this Agreement the District does not send or deliver a written notice to Administrator that this Agreement shall not be extended for an additional year, then this Agreement automatically shall be extended for one more year. Any notice of non-reemployment in the position must be given by the District at least six (6) months in advance of the date of termination of this Agreement. If notice of non-reemployment is not given by the District at least six (6) months in advance of the date of termination of this Agreement, then the Agreement shall be extended for one (1) additional year pursuant to Education Code Section 72411(c).

4. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are incorporated into this Agreement.

5. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job description for the Position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or any supervising administrators. Administrator is expected to devote full efforts and energies to the Position. At any time during the term of this Agreement, the Board of Trustees may adopt or amend the job description for the Position. Administrator may undertake outside professional activities, including consulting, speaking, and writing, either with or without compensation, provided that such activities do not impair the effectiveness of Administrator or interfere with Administrator’s duties. In those cases in which Administrator engages in outside professional activities which generate compensation for services provided, Administrator shall utilize vacation days.

6. **Transfer, Reassignment, or Title Change.** The Chancellor, with the approval of the Board of Trustees, may transfer or reassign Administrator to any position within the District for which Administrator is qualified, and may change the title of the Position, during the

term of this Agreement, but there shall be no loss of compensation by Administrator due to such discretionary transfer, reassignment, or title change.

7. **Salary.** District shall pay an annual salary to Administrator in the amount of \$113,777.73 per academic year (July 1 through June 30), pro-rated if less than a full academic year, paid on a monthly basis. District reserves the right to increase the salary of Administrator during the term of this Agreement, but any such increase shall not be construed as an indication that this Agreement will be renewed or extended. Administrator agrees that District also reserves the right to decrease the salary of Administrator during the term of this Agreement as long as such decrease, on a percentage basis, is no more than what is implemented on a general basis for regular, full-time faculty of the District. Administrator is an exempt employee and is not eligible for overtime pay or compensatory time off.

8. **Work Year.** Administrator is a full-time employee of the District with a work year of 12 months per year. Administrator is entitled to be absent during District-designated holidays.

9. **Health and Welfare Benefits.** District shall provide Administrator with the same health and welfare benefits as currently approved or as subsequently modified by the Board of Trustees for all District administrators.

10. **Vacation.** Administrator shall accrue two and one-quarter vacation days for each month of service. Administrator may not accumulate more than 54 days of unused vacation as of July 1 of any academic year.

11. **Leaves.** Administrator shall be entitled to leaves of absence as provided by law or Board Policy, as may be amended from time-to-time.

12. **Teaching Assignments.** Subject to Board approval, and presuming that Administrator meets minimum qualifications, Administrator may serve as an instructor in no more than one class per semester for additional compensation, provided that such teaching does not impair Administrator's service in the Position.

13. **Professional Meetings and Activities.** Prior approval by the Chancellor shall be obtained for Administrator to attend any meeting or activity related to Administrator's employment in the Position. The reasonable and necessary expenses of attendance by Administrator at such a meeting or activity shall be paid by District only if approved by the Chancellor and the Board of Trustees.

14. **Evaluation.** Administrator shall be evaluated in writing at any time by Administrator's immediate supervisor, pursuant to Board Policy and procedures, utilizing established goals and objectives, self-assessments, the job description for the Position, and input from other employees.

15. **Retreat Rights.** If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Section 87458 of the *Education Code*. Administrator has the responsibility to present the

necessary transcripts and materials to District pursuant to Board policy and procedures in order to maintain any current faculty service area or acquire faculty service areas.

16. **Return to Tenured Faculty Position.** If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 20 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement.

17. **Dismissal or Imposition of Penalties During the Term of this Agreement.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be dishonesty, insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, persistent or serious violation of law or of Board Policy or procedures, or any material and substantial breach of this Agreement. Administrator shall be entitled to due process protections as required by law.

18. **Dismissal or Imposition of Penalties During the Term of this Agreement If Tenured.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.

19. **Resignation.** Administrator may resign from District employment at any time during the term of this Agreement upon 90 days prior written notice to the Board of Trustees, or upon a shorter period of time as may be approved by the Board of Trustees.

20. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 17 or 18 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18. Any cash settlement shall not include any other non-cash items except health benefits which may be continued for the same duration of time as covered in the settlement or until Administrator finds other employment, whichever comes first. If the unexpired term is greater than 18 months, then the maximum time for continued health benefits paid for by District shall be 18 months.

21. **Medical Examination.** Upon request of the Board of Trustees or the Chancellor, Administrator agrees to undergo a comprehensive physical and/or psychiatric examination to determine if Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position. The costs of any such examination shall be paid for by District. A confidential written report regarding any such examination shall be filed with the Board of Trustees or the Chancellor indicating whether Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position.

22. **Severability.** If any provision of this Agreement is ruled to be contrary to law, all other provisions of this Agreement shall continue to remain in full force and effect.

23. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

24. **Amendment.** This Agreement may be modified or superseded only by a written amendment executed by both Parties.

25. **Mandatory Mediation and Arbitration.** Except as otherwise prohibited by law, the Parties agree that any dispute, claim, or controversy arising out of the Parties' employment relationship, including, but not limited to, alleged violations of federal, state, or local statutes, including those prohibiting harassment and discrimination, and any other claims, including alleged violations of any provisions of the *Education Code*, which cannot be resolved through informal and confidential discussions, shall be submitted to mediation, and if mediation if unsuccessful, to binding arbitration before a neutral Arbitrator. The mediator and any necessary Arbitrator shall be selected through Judicial Arbitration & Mediation Services/Endispute (JAMS). Attachment "A" to this Agreement sets forth the procedures to be utilized and is hereby incorporated by reference into this Agreement as if fully set forth within. The Parties agree that they have carefully read Attachment "A," knowingly agree to all of its contents, and knowingly agree to the covenant to mediate and arbitrate all employment disputes contained in Attachment "A".

26. **Ratification.** The Parties agree that this Agreement is not binding or enforceable unless and until it is duly ratified by the Board of Trustees.

The Parties have duly executed this Agreement on the dates indicated below.

\_\_\_\_\_  
For District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

BOARD APPROVAL DATE: JANUARY 22, 2018

## **DIRECTOR, PHYSICAL PLANT AND FACILITIES**

### **CLASS SUMMARY**

Under administrative direction, this position is responsible for planning, organizing and directing overall facilities programs and maintenance operations on campus and for extension sites. Performs related duties as assigned.

### **REPRESENTATIVE DUTIES**

Plans, organizes, evaluates and directs the overall facilities programs and maintenance operations functions including facilities management, campus maintenance and operations, grounds, custodial services, including overseeing the operation of the chilled water central plant and its related systems;; coordinates campus facilities development, preventative maintenance and special repair projects, including all major infrastructure repairs and maintenance such as central plant, HVAC systems, fire alarm systems coordinating with district safety and security, parking lots; develops and outlines the appropriate scopes of work, coordinates the planning and procurement of services, develops requests for proposals, evaluation of proposals, solicitation of quotes, and development of contracts to secure professional services and products; directs and coordinates campus facilities use and processes contractual agreements related to the use of facilities; initiates, reviews and approves scopes of work, specifications, manages the work order system and its work orders, and service requests; administer and manage vendor contracts including change orders, claims, stop notices, time sheets, requisitions and other documents related to contracted work for assigned programs, operations and activities; develops, prepares and maintains a variety of detailed and comprehensive reports, records and files related to assigned operations; coordinates with district facilities planning for the preparation of the campus annual space inventory; manages key inventory, issuance and control; maintains inventory control of campus equipment; directs and coordinates the use and maintenance of campus vehicles; coordinates with district facilities planning in the development and implementation of the facility masterplan and capital construction projects; maintains all "as-builts" on buildings and sites; confers with college and district officials in the planning of modifications to facilities; directs and coordinates campus environmental, safety and training programs, including illness and injury prevention, hazardous materials, and emergency response in coordination with district safety and security; manages the campus hazardous waste program; inspects facilities and grounds for safety hazards and maintenance needs and determines priorities; directs and coordinates the implementation of the campus energy management plan and building management system; develops and prepares the annual preliminary budget for the department; monitors and controls budgeted expenditures;; maintains communication with college and district personnel, vendors, governmental agencies, and various outside organizations to exchange information, resolve conflicts

## **DIRECTOR PHYSICAL PLANT AND FACILITIES**

and issues and coordinate the activities of assigned programs and operations; organizes, attends or chairs a variety of administrative and staff meetings as required; serves on committees and special projects as assigned; trains, supervises, evaluates and directs the work of personnel as assigned; participates in selection and hiring processes; plans, organizes and arranges appropriate training and staff development activities; learns and applies emerging technologies and advances as necessary to perform duties in an efficient, organized and timely manner; performs related duties as assigned.

### **ORGANIZATIONAL RELATIONSHIPS**

This positions reports to the designated administrator and supervises personnel assigned to the department.

### **REQUIRED SKILLS AND QUALIFICATIONS**

**Minimum Qualifications:** A Bachelor's degree in business, public administration or a related field (experience may be substituted above the level of an AA degree on a year for year basis) ; three years of increasingly responsible management experience in facilities, maintenance and operations functions; demonstrated experience in administering facilities and maintenance operations functions, including buildings and grounds; demonstrated experience with facilities planning and management, including scheduled and preventative maintenance and new construction; demonstrated experience overseeing operation of a chilled water central plant;

**Desirable Experience:** Experience in a public educational agency is desirable.

**License:** Must possess a valid and appropriate California Driver's License.

**Knowledge of:** Comprehensive understanding of the methods, practices, equipment, and supplies used in the building construction trades; repair and remodeling of school buildings and equipment; the Division of State Architect requirements, District organization, operations, policies and objectives related to facilities planning, construction, maintenance and operations, and contractual agreements for services; California Community College Construction Act, Capital Outlay Budget Handbook, Scheduled Maintenance and Special Repair Program, and Hazardous Substance Program; competitive bidding process, California Uniform Public Construction Cost Accounting Act, contract administration practices, and general facilities planning; federal and state laws and regulations related to facilities planning and construction; applicable building codes; the related legal provisions of school buildings and fire and safety regulations, construction plans and engineering drawings; preventative maintenance programs and computerized maintenance management systems; chilled water central plant systems; air conditioning, heating and ventilation, electrical and plumbing systems and their upkeep; appropriate software and databases; record keeping procedures; business and shop math applicable to the building trades; custodial and grounds maintenance operations; principles of supervision and training;

**DIRECTOR PHYSICAL PLANT AND FACILITIES cont'd**

appropriate safety precautions and procedures.

**Ability to:** Plan and organize a program involving maintenance, repair of buildings, and building equipment; work with grounds and custodial managers on programs; analyze and evaluate facility and building modification requests, facilities planning and construction proposals, budgets, contracts, and contractor performance/compliance; lead and supervise public works construction contract activities; exercise good judgement and initiative in resolving problems and making recommendations;;; plan, organize, and prioritize work; estimate costs of maintenance work such as construction of walls, partitions, cabinets, repair of damage, painting, repair and installation of plumbing, repair and installation of electrical systems and repair of equipment; ; interpret blueprints and plans; meet schedules and time lines; perform personnel management functions in accordance with contracts, regulations, practice and policy; carry out broad District policies; communicate effectively, both orally and in writing; operate a vehicle observing legal and defensive driving practices; understand oral and written instructions; work independently with little direction; supervise, train, and provide work directions to others; establish and maintain effective working relationships with others.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION  
JANUARY 2018

**VICE PRESIDENT/ADMINISTRATIVE SERVICES  
JOB DESCRIPTION**

**GENERAL RESPONSIBILITIES**

Serves as business manager of the college. Overall responsibility to the College President for the effective conduct of the business affairs of the college, including budget development and control, maintenance of facilities, custodial and grounds, auxiliary services, transportation and the preparation and maintenance of required records and reports; performs other duties as assigned. Serve as campus liaison to District business operations and fiscal services division. This is a classified position.

**SPECIFIC RESPONSIBILITIES**

**DEVELOPMENT AND DELIVERY OF ADMINISTRATIVE SERVICES**

Serves as the primary liaison between the College President and all segments of the College regarding the requirements and procedures governing administrative services. Provides overall supervision of budget, maintenance of facilities, custodial and grounds, bookstore/food services, transportation, and community use of facilities; recommends policy and procedure, and monitors programs and services in assigned area for responsiveness to the needs of a culturally diverse community. Serves as the College's direct liaison with the District's Business Operations and Fiscal Services Division and provides dotted line coordination of centralized district services such as facilities planning and development, and campus safety and security.

**PERSONNEL**

Responsible for and recommends the hire, transfer, suspension, lay-off, recall, promotion, assignment, discipline, and training/professional development of assigned personnel; also, responsible for administering collective bargaining agreements, adjustment of grievances, and compliance with District policies, rules and regulations regarding employment and selection procedures, evaluation of assigned staff, and providing direction and assistance in relation to all programs associated with this office.

**BUDGET/FISCAL MANAGEMENT**

Responsible for timely and accurate preparation, submission and administration of the College budget, including substantial responsibility for reporting and accounting for specific programmatic funding.

**PLANNING**

Plans all programs under supervision; responsible for the scheduling of work, events, facility use, maintenance, and the delivery of services.

**COMMUNITY CONTACT/REPRESENTATION**

Must be a highly visible educational leader seeking a position of significant leadership in community institutions and activities, and on state boards and committees to articulate, enhance and improve District programs, offerings, and funding. Oversees community use of campus facilities.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION  
JANUARY 2018

**VICE PRESIDENT/ADMINISTRATIVE SERVICES  
JOB DESCRIPTION (Cont'd)**

**OTHER PROFESSIONAL RESPONSIBILITIES**

Significant responsibility for advising, chairing and supervision of service area, college-wide committees, and District-wide committees and task forces.

**ESSENTIAL FUNCTIONS**

1. Supervises all aspects of the planning, funding, coordinating, staffing, delivery and evaluation of programs, activities and staff assigned in areas of responsibility; has substantial responsibility for procurement, expenditure and accounting for funding and programs in compliance with applicable law and policy, and for related reports.
2. Resolves complaints, problems, and conflicts; analyzes, applies and explains laws, regulations and policies, regarding services provided and maintains related records and reports.

**REQUIRED SKILLS AND QUALIFICATIONS**

**Minimum Qualifications:** A Bachelor's degree and at least five years of experience reasonably related to this administrative assignment.

**Desirable:** A Master's Degree in Business Administration, Public Administration, or related field and experience in a public educational agency is desirable.

**Required Skills:** Ability to prevent and resolve conflicts and problems, plan, measure and evaluate programs, services and activities, supervise staff, analyze and apply laws, rules and regulations, and build consensus.

Board Approval Date: February 5, 2018

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION  
JANUARY 2018

## **VICE PRESIDENT/ADMINISTRATIVE SERVICES JOB DESCRIPTION**

### **GENERAL RESPONSIBILITIES**

Serves as business manager of the college. Overall responsibility to the College President for the effective conduct of the business affairs of the college, including budget development and control, maintenance of facilities, custodial and grounds, auxiliary services, transportation and the preparation and maintenance of required records and reports; performs other duties as assigned. Serve as campus liaison to District business operations and fiscal services division. This is a classified position.

### **SPECIFIC RESPONSIBILITIES**

#### **DEVELOPMENT AND DELIVERY OF ADMINISTRATIVE SERVICES**

Serves as the primary liaison between the College President and all segments of the College regarding the requirements and procedures governing administrative services. Provides overall supervision of budget, maintenance of facilities, custodial and grounds, bookstore/food services, transportation, and community use of facilities; recommends policy and procedure, and monitors programs and services in assigned area for responsiveness to the needs of a culturally diverse community. Serves as the College's direct liaison with the District's Business Operations and Fiscal Services Division and provides dotted line coordination of centralized district services such as facilities planning and development, and campus safety and security.

#### **PERSONNEL**

Responsible for and recommends the hire, transfer, suspension, lay-off, recall, promotion, assignment, discipline, and training/professional development of assigned personnel; also, responsible for administering collective bargaining agreements, adjustment of grievances, and compliance with District policies, rules and regulations regarding employment and selection procedures, evaluation of assigned staff, and providing direction and assistance in relation to all programs associated with this office.

#### **BUDGET/FISCAL MANAGEMENT**

Responsible for timely and accurate preparation, submission and administration of the College budget, including substantial responsibility for reporting and accounting for specific programmatic funding.

#### **PLANNING**

Plans all programs under supervision; responsible for the scheduling of work, events, facility use, maintenance, and the delivery of services.

#### **COMMUNITY CONTACT/REPRESENTATION**

Must be a highly visible educational leader seeking a position of significant leadership in community institutions and activities, and on state boards and committees to articulate, enhance and improve District programs, offerings, and funding. Oversees community use of campus facilities.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION  
JANUARY 2018

**VICE PRESIDENT/ADMINISTRATIVE SERVICES  
JOB DESCRIPTION (Cont'd)**

**OTHER PROFESSIONAL RESPONSIBILITIES**

Significant responsibility for advising, chairing and supervision of service area, college-wide committees, and District-wide committees and task forces.

**ESSENTIAL FUNCTIONS**

1. Supervises all aspects of the planning, funding, coordinating, staffing, delivery and evaluation of programs, activities and staff assigned in areas of responsibility; has substantial responsibility for procurement, expenditure and accounting for funding and programs in compliance with applicable law and policy, and for related reports.
2. Resolves complaints, problems, and conflicts; analyzes, applies and explains laws, regulations and policies, regarding services provided and maintains related records and reports.

**REQUIRED SKILLS AND QUALIFICATIONS**

**Minimum Qualifications:** A Bachelor's degree and at least five years of experience reasonably related to this administrative assignment.

**Desirable:** A Master's Degree in Business Administration, Public Administration, or related field and experience in a public educational agency is desirable.

**Required Skills:** Ability to prevent and resolve conflicts and problems, plan, measure and evaluate programs, services and activities, supervise staff, analyze and apply laws, rules and regulations, and build consensus.

Board Approval Date: February 5, 2018

LAST NAME	FIRST NAME	LOCATION	GRADE	NEW STEP	NEW LECTURE RATE
Abraham	Rickey	SAC	4	4	\$67.47
Alvarado	Vincent	SAC	1	4	\$58.29
Ames	Travis	SAC	2	4	\$61.20
Arrieta Cortes	Bonifacio	SAC	2	5	\$64.25
Beach	Alyssa	SAC	2	4	\$61.20
Beal	Sharon	SCC	2	4	\$61.20
Beckwith	Bradley	SAC	1	4	\$58.29
Bitner	Kathreen	SAC	4	4	\$67.47
Blagdon	Trishmonish	SAC	2	5	\$64.25
Borissova	Svetlana	SAC	2	4	\$61.20
Bowman	Maria	SAC	1	5	\$61.20
Brown	Buddy	SAC	1	4	\$58.29
Bruns	Katie	SAC	2	5	\$64.25
Camarena	Maria	SAC	2	5	\$64.25
Campbell	Shasta	SCC	2	4	\$61.20
Card	Margaret	SAC	2	5	\$64.25
Carrell	Kenneth	SAC	2	5	\$64.25
Castellanos	Maria	SAC	4	5	\$70.34
Cecil	Kristen	SAC	4	4	\$67.47
Chase	Devin	SAC	1	4	\$58.29
Chew	Harvey	SAC	2	4	\$61.20
Chrispens	Adriana	SAC	2	5	\$64.25
Christensen	Collin	SAC	2	4	\$61.20
Cioczek-Georges	Renata	SAC	4	4	\$67.47
Colonelli	Nicholas	SAC	1	4	\$58.29
Corp	Sarah	SAC	2	5	\$64.25
Counts	Mark	SCC	1	5	\$61.20
Crossland	Paige	SCC	3	5	\$67.47
Davis	Kimberly	SAC	2	4	\$61.20
Demetro	Marcy	SAC	2	4	\$61.20
Distler	James	SAC	1	4	\$58.29
Dixon	Todd	SCC	2	5	\$64.25
Dormitorio	Mark	SCC	2	5	\$64.25
Fantone	Calvin	SAC	2	4	\$61.20
Federico	Federico	SAC	1	4	\$58.29
Flocken	Elise	SCC	2	5	\$64.25
Garcia	Saul	SAC	1	4	\$58.29
Garrett	Ben	SAC	1	4	\$58.29
Gates	Alana	SCC	1	5	\$61.20
Gauf	Alexander	SCC	2	4	\$61.20
Goodson Orr	Wildorf	SAC	2	4	\$61.20
Guyer	Jeffrey	SAC	1	5	\$61.20
Haller	Wade	SAC	1	4	\$58.29
Hanson	Maria	SAC	2	5	\$64.25
Harker	Katherine	SCC	4	5	\$70.84
Harrington	Jared	SCC	2	4	\$61.20
Houssels	Miriam	SCC	2	4	\$61.20
Hultman	Jason	SAC	2	4	\$61.20
Janzen	Andrew	SAC	1	5	\$61.20
Johnson	Jasmine	SAC	2	4	\$61.20
Johnson	Jody	SCC	2	4	\$61.20
Johnson	Timothy	SCC	1	5	\$61.20
Jones	Aaron	SAC	2	4	\$61.20
Kawa	Douglas	SCC	1	5	\$61.20
Kehrier	Christopher	SAC	2	4	\$61.20
Keil	Mitchell	SCC	4	4	\$67.47
Kirscher	Joel	SAC	2	4	\$61.20
Lagoykina	Svetlana	SCC	4	5	\$70.84

LAST NAME	FIRST NAME	LOCATION	GRADE	NEW STEP	NEW LECTURE RATE
Lapean	Kirk	SAC	1	4	\$58.29
Law	Dennis	SAC	4	4	\$67.47
Lechuga	Hector	SAC	4	5	\$70.84
Lim	Hee-Jeong	SCC	4	5	\$70.84
Ling	Timothy	SAC	2	4	\$61.20
Lorenzetti	Rachael	SAC	2	4	\$61.20
Magginetti	Giovanni	SCC	2	4	\$61.20
Mai	Hao	SAC	2	4	\$61.20
Malone	Tyler	SAC	2	4	\$61.20
Massey	Brian	SAC	1	5	\$61.20
Matthews	Anne	SCC	2	4	\$61.20
McBride	Kent	SAC	1	5	\$61.20
McCormick	Joseph	SAC	2	4	\$61.20
McDermott	Brian	SAC	2	4	\$61.20
McDonough	Ryan	SAC	1	4	\$58.29
McKenzie	Tracy	SAC	1	4	\$58.29
Medina	Happy	SAC	1	4	\$58.29
Mejia	Rosa	SAC	2	4	\$61.20
Meloch	Michelle	SAC	2	4	\$61.20
Merkh	Kevin	SAC	1	4	\$58.29
Moges-Riedel	Rezenet	SAC	2	4	\$61.20
Moreno	Elias	SAC	1	4	\$58.29
Movassat	Maliheh	SAC	4	4	\$67.47
Nadeau	Kevin	SAC	1	4	\$58.29
Nair	Arjun	SAC	4	5	\$70.84
Nguyen	Frank	SAC	4	4	\$67.47
Nguyen	Hien	SAC	4	4	\$67.47
Nguyen	Long	SCC	4	4	\$67.47
Ossia	Kamran	SCC	4	4	\$67.47
Parda	Kriska	SCC	2	4	\$61.20
Pastrana	Diana	SAC	1	4	\$58.29
Phamn	Thuy	SCC	2	4	\$61.20
Pope	Amanda	SCC	4	4	\$67.47
Ramirez	Timothy	SAC	1	4	\$58.29
Revere	Christopher	SAC	1	5	\$58.29
Ritto Almstedt	Allison	SCC	2	4	\$61.20
Rohman	Janet	SCC	4	4	\$67.47
Rosenberger	Jonathan	SAC	1	4	\$58.29
Roy	Aaron	SCC	4	4	\$67.47
Rustad	Pilar	SCC	4	5	\$70.84
Santos	Rosa	SAC	4	4	\$67.47
Schaadt	Nicholas	SAC	2	4	\$61.20
Seddighzadeh	Noushin	SAC	4	4	\$67.47
Selinger	Rebecca	SAC	2	4	\$61.20
Shamoni	Hermira	SAC	2	4	\$61.20
Sherlock	Richard	SAC	1	4	\$58.29
Silva	Alejandro	SAC	1	5	\$61.20
Skiles	Pamela	SCC	4	5	\$70.84
Soelberg	Terryn	SAC	2	4	\$61.20
Stephens	Grant	SAC	1	4	\$58.29
Stevens	James	SAC	1	5	\$61.20
Tahir	Mujib	SAC	2	5	\$64.25
Taylor	Bethany	SAC	4	4	\$67.47
Teynaga	Daisy	SAC	4	5	\$70.84
Tharani	Deepa	SAC	4	4	\$67.47
Torres	Sergio	SCC	2	4	\$61.20
Tran	Phong	SCC	2	5	\$64.25
Trinh	Bryant	SAC	2	4	\$61.20

LAST NAME	FIRST NAME	LOCATION	GRADE	NEW STEP	NEW LECTURE RATE
Valle	Louis	SAC	4	5	\$70.84
Van Sluis	Sean	SAC	1	4	\$58.29
Vaught	John	SCC	1	4	\$58.29
Vayo	Louis	SCC	2	5	\$64.25
Victoria Torres	Pablo	SAC	4	4	\$67.47
Villanueva	Michelle	SCC	2	4	\$61.20
Vu	Tammy	SCC	3	4	\$64.25
Vu	Vienne	SCC	2	4	\$61.20
Wade	Veronica	SAC	1	5	\$61.20
Waldren	William	SCC	2	5	\$64.25
White	Amanda	SAC	2	4	\$61.20
Wilson	Stephen	SCC	2	4	\$61.20
Winnick	David	SCC	2	4	\$61.20
Wong	Saul	SAC	2	4	\$61.20
Yoshimoto	Joshua	SAC	1	4	\$58.29
Zamudio	Rocio	SAC	2	4	\$61.20
Zonin	Alexander	SAC	1	5	\$61.20

## RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET  
CLASSIFIED  
FEBRUARY 5, 2018**

**CLASSIFIED***2017 – 2018 CSEA Salary Schedule**Attachment #1**New Appointment*

Ericson, Dana Senior Account Clerk (CL17-1066) Fiscal Services/ District	Effective: January 22, 2018 Grade 10, Step 1 \$42,784.12
Nakagami, Ambar Facilities Coordinator (CL17-1077) Admin. Services/ SCC	Effective: January 29, 2018 Grade 11, Step 6 \$57,075.55

*Temporary to Contract*

Serratos, Raquel Senior Clerk (CL17-1056) Community Relations/ SAC	Effective: January 16, 2018 Grade 8, Step 1 \$39,282.09
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*Longevity Increments*

Austin, Dolores Administrative Secretary/ Continuing Ed./ CEC	Effective: January 1, 2018 Grade 12, Step 6 + 2.5%Bil + 5%L \$64,508.98
Budgett, Maria Administrative Clerk/ Continuing Ed./ OEC	Effective: January 1, 2018 Grade 10, Step 6 + 2.5%Bil + 2.5%L \$57,347.22
Campos, Ana Administrative Secretary/ Counseling/ SAC	Effective: January 1, 2018 Grade 12, Step 6 + 5%L + 7PG (3500) \$66,592.77
Menn, Robert Science Lab Coordinator/ Science & Math/ SAC	Effective: January 1, 2018 Grade 13, Step 6 + 2.5%L \$64,810.63

Longevity Increments cont'd

Peeken, Julie Instructional Coordinator/Analyst/ Academic Affairs/ SCC	Effective: March 1, 2018 Grade 13, Step 6 + 12.5%L \$71,133.62
Ramirez, Martha Administrative Secretary/ Humanities & Soc. Sci./ SAC	Effective: February 1, 2018 Grade 12 Step 6 + 2.5%L \$61,590.96
Schumacher, Leisa Executive Secretary/ Academic Affairs/ SAC	Effective: February 1, 2018 Grade 14, Step 6 + 5%L \$69,987.40

Professional Growth Increments

Avalos, Jessica Administrative Clerk/ Child Dev. Services/ District	Effective: March 1, 2018 Grade 10, Step 5 + 2.5%Bil + 5PG (2500) \$55, 816.00
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Out of Class Assignment

Nolan, Leanna Executive Secretary/ Fiscal Services/ District	Effective: 02/02/18 – 05/18/18 Grade 14, Step 1 \$52,170.12
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Change in Position

Peeken, Julie From: Admin. Secretary/ Bus. Career Tech To: Academic Affairs/ SCC (CL17-1062)	Effective: January 17, 2018 Grade 13, Step 6 + 10%L \$69552.87
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Leave of Absence

Tran, Anh Phuong Curriculum Specialist/ Academic Affairs/ SAC	Effective: 01/09/18 – 06/30/18 Reason: FMLA
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**CLASSIFIED HOURLY**

New Appointments

Reyes, Gloria Student Services Specialist (CL17-1057) Student Development/ SCC	Effective: January 17, 2018 19 Hours/Week 12 Month/Year Grade 10, Step A + 2.5%Bil \$21.00/Hour
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Longevity Increments

Cabrera, Juan M. Learning Facilitator/ EOPS/ SAC	Effective: January 1, 2018 Grade 8, Step A + 2.5%L + 3PG (750) \$19.28/Hour + \$62.50/Mo. PG
Munoz, Edward Accountant/ Admin. Services/ SAC	Effective: January 1, 2018 Grade 13, Step A + 5%L \$24.90/Hour
Ruesga, Claudia Instructional Assistant/ Humanities & Soc. Sci./ SAC	Effective: February 1, 2018 Grade 5, Step A + 2.5%L \$17.20/Hour

Professional Growth Increment

Le, Sophia Student Services Specialist/ EOPS/ SAC	Effective: March 1, 2018 Grade 10, Step A + 4PG (1000) \$20.49/Hour + \$83.33/Mo. PG
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Ratification of Resignation/Retirement

Palacios, Carolina Learning Facilitator/ Humanities & Soc. Sci./ SAC	Effective: January 26, 2018 Reason: Resignation
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**TEMPORARY ASSIGNMENT**

Nguyen, Jeannie Help Desk Analyst/ IS/ District	Effective: 02/25/18 – 06/30/18
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Change in Temporary Assignment

MacKowiak, Paige Administrative Clerk Human Services & Tech./ SAC	Effective: 01/02/18 – 01/22/18
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Additional Hours for Ongoing Assignment

Carino, Laura Instructional Assistant/ Continuing Ed./ OEC	Effective: 10/11/17 – 05/25/18 Not to exceed 19 consecutive working days in any given period.
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*Additional Hours for Ongoing Assignment cont'd*

Gardea, Maria Adilene Administrative Clerk/ Admissions/ Continuing Ed./ OEC	Effective: 12/13/17 – 03/13/18 Not to exceed 19 consecutive working days in any given period.
Gomez de Munoz, Veronica Instructional Assistant/ Continuing Ed./ OEC	Effective: 01/02/18 – 06/30/18 Not to exceed 19 consecutive working days in any given period.
Reyes, Gloria Student Services Specialist/ Student Development/ SCC	Effective: 01/17/18 – 06/30/18 Not to exceed 19 consecutive working days in any given period.
Sanchez, Monica Instructional Assistant/ Continuing Ed./ OEC	Effective: 10/11/17 – 05/25/18 Not to exceed 19 consecutive working days in any given period.
Tinoco, Rebecca Instructional Assistant/ Science & Math/ SAC	Effective: 11/01/17 – 06/29/18 Not to exceed 19 consecutive working days in any given period.
Vargas, Lucia Instructional Assistant/ Continuing Ed./ OEC	Effective: 01/02/18 – 06/30/18 Not to exceed 19 consecutive working days in any given period.

*Substitute Assignments*

Hernandez, Jesus Skilled Maintenance Worker/ Admin. Services/ SCC	Effective: 12/30/17 – 02/28/18
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**MISCELLANEOUS POSITIONS**

Cardenas, Gabriela Child Dev. Intern I/ Child Dev. Services/ SAC	Effective: 01/22/18
Drevlow, Laurie Sign Language Interpreter VII/ Student Services/ SCC	Effective: 11/13/17 – 06/30/18

*Instructional Associates/Associate Assistants*

**Criminal Justice**

Prescott, Jeremiah

Effective: 02/06/18

**COMMUNITY SERVICE PRESENTERS**

*Stipends Effective December 11, 2017 – January 10, 2018*

Boogio Wooldridge, Alexandra	Amount: \$ 145.00
Famolaro, Felix	Amount: \$ 1,386.00
Raslan, Nayrouz	Amount: \$ 624.00
Smith, Tennine	Amount: \$ 640.00
Williams, Ronald	Amount: \$ 607.24

Santiago Canyon College  
STUDENT ASSISTANT NEW HIRE LIST

Bucur, Amy	Effective: 01/02/2018 – 06/30/2018
Dehghan, Omid	Effective: 01/02/2018 – 06/30/2018
Dinh, Thuan	Effective: 01/16/2018 – 06/30/2018
Flores, Jesus	Effective: 01/16/2018 – 06/30/2018
Morales Bolivar, Alexandra	Effective: 01/16/2018 – 06/30/2018
Phan, An	Effective: 02/05/2018 – 06/30/2018
Ramirez, Kimberly	Effective: 01/16/2018 – 06/30/2018
Rayo Calderon, Romario	Effective: 01/24/2018 – 06/30/2018
Rice, Samuel	Effective: 01/29/2018 – 06/30/2018
Rosales, Joanna	Effective: 01/16/2018 – 06/30/2018
Rosewitz, Jessika	Effective: 01/04/2018 – 06/30/2018
Torres, Crystal	Effective: 01/25/2018 – 06/30/2018
Villacorta, Katherine	Effective: 01/29/2018 – 06/30/2018
Walters, Amy	Effective: 01/29/2018 – 06/30/2018

**SANTA ANA COLLEGE STUDENT  
ASSISTANT LIST**

Aguirre, Bianca T.	Effective:	02/05/18-06/30/18
Alba, Christian I.	Effective:	01/22/18-06/30/18
Araiza, Sandra	Effective:	01/29/18-06/30/18
Baron, Michelle	Effective:	01/22/18-06/30/18
Barrera, Elena	Effective:	02/05/18-06/30/18
Bastida, Era	Effective:	02/05/18-06/30/18
Becerra, Caitlyn B.	Effective:	01/08/18-06/30/18
Blanco, Alejandra	Effective:	02/05/18-06/30/18
Chowdhury, Nafis K.	Effective:	01/22/18-06/30/18
Degante, Alicia	Effective:	01/22/18-06/30/18
Gonzalez, Ingrid V.	Effective:	02/05/18-06/30/18
Guerrero-Ocampo, Ernesto	Effective:	02/05/18-06/30/18
Gutierrez, Stephanie K.	Effective:	01/22/18-06/30/18
Heidari Kashani, Sara L.	Effective:	02/05/18-06/30/18
Ibarra Jr, Elias	Effective:	02/05/18-06/30/18
Juarez, Estela	Effective:	02/05/18-06/30/18
Madera, Anahi	Effective:	01/22/18-06/30/18
Maldonado, Dionisia R.	Effective:	02/05/18-06/30/18
Martinez, Lauren M.	Effective:	01/22/18-06/30/18
Montoya Aguirre, Johanna I.	Effective:	02/01/18-06/30/18
Morales, Anderson L.	Effective:	02/05/18-06/30/18
Ochoa Hernandez, Jesus M.	Effective:	02/05/18-06/30/18
Pham, Brian-Tuan A.	Effective:	02/01/18-06/30/18
Pham, Thi Thanh Xuan	Effective:	02/05/18-06/30/18
Quezada, Alejandra	Effective:	02/05/18-06/30/18
Ramirez Barrera, Jose A.	Effective:	01/22/18-06/30/18
Ricarte, Brenda Y.	Effective:	01/10/18-06/30/18
Rivera, Maria J.	Effective:	02/05/18-06/30/18
Robles, Aryadna J.	Effective:	01/22/18-06/30/18
Salazar, Arturo	Effective:	01/04/18-06/30/18
Silva Araujo, Roxana	Effective:	02/05/18-06/30/18
Smith, Nicholas J.	Effective:	02/05/18-06/30/18
Teves, John Michael M.	Effective:	02/05/18-06/30/18
Van, Phuong N.	Effective:	01/22/18-06/30/18
Vargas, Charissa M.	Effective:	01/17/18-06/30/18
Villa Perez, Katty	Effective:	01/22/18-06/30/18
Villegas, Karen J.	Effective:	01/22/18-06/30/18





**HUMAN RESOURCES CLASSIFIED DOCKET**  
**FEBRUARY 5, 2017**

10	Accompanist	14	Executive Secretary	9	Offset Lithographer
13	Accountant	8	Expeditior	4	Parking Attendant
4	Account Clerk	11	Facilities Coordinator	11	Payroll Specialist
10	Administrative Clerk	17	Facility Planning Specialist	8	Phototypesetting Technician I
12	Administrative Secretary	17	Facility Systems Engineer	11	Phototypesetting Technician II
3	Admissions Assistant	13	Financial Aid Computer Analyst	12	Placement Specialist
6	Admissions/Records Specialist I	10	Financial Aid Computer Technician	8	Printing/Reprographics/Bindery Technician
8	Admissions/Records Specialist II	15	Financial Aid Coordinator	8	Program Specialist
10	Admissions/Records Specialist III	11	Financial Aid Analyst	10	Property Facilitator
15	Admissions & Records Technology Specialist	11	Financial Aid Senior Account Clerk	13	Public Access Television Coordinator
13	Alternate Media Specialist	8	Financial Aid Technician	5	Publications Assistant
13	Applications Specialist I	A	Fine & Performing Arts Technician	14	Publications Specialist
15	Applications Specialist II	9	Fine Arts & Theater Facilities Technician	11	Purchasing Assistant
19	Applications Specialist III	C	Food Service Aide	5	Purchasing Clerk
22	Applications Specialist IV	3	Food Service Worker	5	Receptionist/President's Office
11	Art Gallery Coordinator	8	Gardener/Utility Worker	9	Reprographics Technician
5	Assessment Assistant	3	General Office Clerk	16	Research Analyst
14	Assistant Athletic Trainer/Therapist	15	Graduation Specialist	12	Research Assistant
9	Athletic Field Grounds Worker	9	Grants Assistant	17	Research Coordinator
3	Athletic/PE Equipment Assistant	14	Graphic Designer	13	Research Specialist
12	Athletic Equipment Coordinator	13	Help Desk Analyst	16	Resource Development Coordinator
15	Athletic Trainer/Therapist	13	High School & Community Outreach Specialist	12	<b>Risk Management Specialist</b>
16	Audit Specialist	11	Human Resources Technician	14	Scholarship Coordinator
11	Automotive Mechanic	13	HVAC Mechanic	13	Science Laboratory Coordinator
10	Auxiliary Services Specialist	22	Information Security Specialist	7	Science Storekeeper/Lab Technician
10	Bookstore Buyer	11	Information Systems Specialist	10	Senior Account Clerk
13	Bookstore Operations Specialist	5	Instructional Assistant	15	Senior Accountant
8	Bookstore Storekeeper	6	Instructional Assistant/DSPS	11	Senior Admissions/Records Specialist
13	Business Services Coordinator	12	Instructional Center Specialist	6	Senior Cashier
15	Business Systems Analyst	7	Instructional Center Technician	8	Senior Clerk
14	Buyer	13	Instructional Coordinator/Analyst	8	Senior Clerk/Communications Ctr. Dispatcher
11	CARE Program Coordinator	9	Instructional Equipment Coordinator	7	Senior Custodian/Utility Worker
13	Career Guidance Coordinator	15	Instructional Media Producer	13	Senior District Safety Officer
11	Career Guidance Specialist	6	Intermediate Account Clerk	10	Senior EOPS Specialist
10	Career Technician	5	Intermediate Clerk	5	Senior Food Service Worker
3	Cashier/Bookstore	10	Intermediate District Safety Officer	9	Senior Mailroom Clerk
C	Child Development Aide	16	International Student Coordinator	12	Senior Media Systems Electronic Tech
6	Child Development Center Cook/Nutrition Specialist	11	International Student Program Specialist	12	Senior Payroll Specialist
15	Communications Specialist	14	Interpreter/Beginning	8	Senior Purchasing Clerk
12	Community Services Coordinator I	16	Interpreter/Intermediate	18	Senior Resource Development Coord.
15	Community Services Coordinator II	20	Interpreter/Senior	11	Skilled Maintenance Worker
8	Community Services Field Coordinator	12	Job Developer	19	Small Business Specialist
9	Community Services Program Developer	13	Job Placement Coordinator	11	Special Projects Specialist
8	Community Services Technician	14	Lead Central Plant Operator	13	Sports Information Coordinator
10	Computer Lab Technician	8	Lead Custodian	13	Stage Manager/Master Carpenter
16	Computer Operations Coordinator	10	Lead Gardener	6	Student Activities Assistant
15	Computer Operations Specialist	14	Lead Maintenance Worker	13	Student Activities Coordinator
13	Computer Programmer	6	Lead Publications Assistant	8	Student Activities Specialist
13	Contract Education Coordinator	10	Learning Assistant	10	Student Program Specialist
15	Contracts Specialist	8	Learning Center Specialist	10	Student Services Specialist
14	Coordinator of Community Relations	8	Learning Facilitator	15	Student Services Coordinator
4	Costume Technician	14	Learning Resources Specialist	13	Student Support Services Program Specialist
5	Counseling Assistant	7	Learning Specialist	11	Support Services Assistant
13	Curriculum Specialist	6	Library Clerk	10	Success Center Specialist
4	Custodian	13	Library Systems Specialist	20	Technical Specialist IV
5	Data Entry Clerk	9	Library Technician	13	Technical Specialist I
12	Desktop Publishing Technician	12	Library Technician II	15	Technical Specialist II
15	Development Coordinator	5	Lifeguard	17	Technical Specialist III
7	Disabled Student Center Specialist	4	Mail & Delivery Clerk	15	Technology and Production Coordinator
15	Distance Education Services Specialist	8	Mail/Warehouse Assistant	7	Technology Storekeeper
9	District Safety Officer	5	Maintenance Assistant	B	Television Playout Operator
10	District Scheduling Coordinator	8	Maintenance/Utility Worker	5	Telephone Operator/Receptionist
11	DSPS Specialist	12	Marketing Specialist	3	Test Proctor
11	Electronic & Computer Technician I	8	Media Systems Assistant	7	Theatre Facilities Technician
13	Electronic & Computer Technician II	13	Media Systems Electronic Technician	11	Transfer Center Specialist
15	Electronic Media Specialist	15	Media Systems Electronic Technician, Lead	12	Veterans Affairs Coordinator
8	Electronics Storekeeper/Repair Technician	8	Media Systems Technical Assistant	8	Video Technician
11	Electronic Technician	15	Network Specialist I	5	Warehouse Delivery Driver
6	EOPS Specialist	17	Network Specialist II	8	Warehouse Storekeeper
		19	Network Specialist III		
	Position List Revised: October 9, 2017	22	Network Specialist IV		

AUTHORIZATION FOR BOARD TRAVEL/CONFERENCES (with actual and necessary expenses and cash advances as requested)

BOARD MEMBERS (to be approved)

ASSOCIATION OF COMMUNITY COLLEGE TRUSTEES 1 Board Member  
COMMUNITY COLLEGE NATIONAL LEGISLATIVE (Claudia Alvarez)  
SUMMIT  
Washington, D.C. – February 10-15, 2018