

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)
Board of Trustees (Regular meeting)
Monday, March 12, 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 February 26, 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 Recognition in Honor of Women's History Month
- 1.8 Presentation on National Council of Examiners for Engineering and Surveying (NCEES) 2017 Surveying Education Award
- 1.9 Presentation on Santiago Canyon College (SCC) Water Program
- 1.10 Update on the Status of Deferred Action for Childhood Arrivals (DACA)

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

- 2.1 Report from the Chancellor
- 2.2 Reports from College Presidents
 - Enrollment
 - Facilities
 - College activities
 - Upcoming events
- 2.3 Report from Student Trustee
- 2.4 Reports from Student Presidents
 - Student activities
- 2.5 Report from Classified Representative
- 2.6 Reports from Academic Senate Presidents
 - Senate meetings
- 2.7 Report from Board Committee Chairperson
 - Orange County Community Colleges Legislative Taskforce Meeting

3.0 INSTRUCTION

- *3.1 Approval of Educational Affiliation Agreement Renewal with Rowland Unified School District Action

The administration recommends approval of the educational affiliation agreement renewal with Rowland Unified School District located in Rowland Heights, California as presented.
- *3.2 Approval of County of Orange Contract #Z1000000068, Amendment Number Twelve Action

The administration recommends approval of the County of Orange Contract #Z1000000068, Amendment Number Twelve, located in Santa Ana, California as presented.
- *3.3 Approval of County of Orange Contract #MA-060-11010909, Amendment Number Seven Action

The administration recommends approval of the County of Orange Contract #MA-060-11010909, Amendment Number Seven, located in Santa Ana, California as presented.

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

- *3.4 Approval of County of Orange Contract #MA-060-13010027, Amendment Number Two Action
The administration recommends approval of the County of Orange Contract #MA-060-13010027, Amendment Number Two, located in Santa Ana, California as presented.
- *3.5 Approval of Proposed Revisions for the 2018-2019 Santa Ana College (SAC) Catalog Action
The administration recommends approval of the 2018-2019 SAC Catalog as presented.
- *3.6 Approval of Santa Ana College Community Services Program for Summer 2018 Action
The administration recommends approval of the SAC Community Services Program for Summer 2018 as presented.
- *3.7 Approval of Santiago Canyon College Community Services Program for Summer 2018 Action
The administration recommends approval of the SCC Community Services Program for Summer 2018.
- *3.8 Approval of College and Career Access Pathways (CCAP), a Dual Enrollment Partnership Agreement 2018-2019 between Rancho Santiago Community College District and Santa Ana Unified School District (SAUSD) Action
The administration recommends approval of the College and Career Access Pathways, a Dual Enrollment Partnership Agreement 2018-2019 between RSCCD and SAUSD as presented.
- *3.9 Approval of Assembly Bill (AB) 288 College and Career Access Pathways (CCAP) Partnership Agreement between Rancho Santiago Community College District and Orange Unified School District (OUSD) Action
The administration recommends approval of the AB 288 College and Career Access Pathways Partnership Agreement with OUSD.
- *3.10 Approval of College Work-Based Learning Planning and Tools Pilot Project Memorandum of Understanding (MOU) with Foundation for California Community Colleges Action
The administration recommends approval of the College Work-Based Learning Planning and Tools Pilot Project MOU with the Foundation for California Community Colleges.
- *3.11 Approval of Instructional Services Agreement with National Career Advancement Institute Action
The administration recommends approval of the Instructional Services Agreement with the National Career Advancement Institute as presented.

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

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 from February 14, 2018 to February 23, 2018.
- *4.3 Approval of Agreement with Cumming Construction Management Planning and Project Management Services Action
The administration recommends approval of the agreement with Cumming Construction Management for Planning and Project Management Services as presented.
- *4.4 Approval of Agreement with HL Construction Management - Cost Estimating Consulting Services for Russell Hall Replacement (Health Sciences Building) at Santa Ana College Action
The administration recommends approval of the agreement with HL Construction Management for Cost Estimating Consulting Services for Russell Hall Replacement at SAC as presented.
- *4.5 Approval of Agreement with Sandy Pringle Associates Inspection Consultants – Project Inspector Services for Barrier Removal Exterior Phase 1 – Parking and Barrier Removal Exterior Phase 2A – Exterior Path of Travel at Santiago Canyon College Action
The administration recommends approval of the agreement with Sandy Pringle Associates Inspection Consultants for Project Inspector Services Barrier Removal Exterior Phase I – Parking and Barrier Removal Exterior Phase 2A – Exterior Path of Travel at SCC as presented.
- *4.6 Approval of Rejection of all Bids for Bid #1340 – Barrier Removal Exterior Parking Lot (Phase 1) at Santiago Canyon College Action
The administration recommends rejection of all bids for Bid #1340 for Barrier Removal Exterior Parking Lot (Phase 1) at SCC as presented.
- *4.7 Approval of Agreement for nDiscovery Managed Detection Services with Sage Data Security Action
The administration recommends approval of the agreement for nDiscovery Managed Detection Services with Sage Data Security as presented.

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

5.0 GENERAL

- *5.1 Approval of Resource Development Items Action
The administration recommends approval of budgets, acceptance of grants, and authorization for the Vice Chancellor of Business Operations/ Fiscal Services or his designee to enter into related contractual agreements on behalf of the district for the following:
- Board Financial Assistance Program (BFAP) (SCC) - \$ 1,799
 - *Adjustment*
 - Full-Time Student Success Grant (SAC & SCC) \$480,091
 - *Augmentation*
- 5.2 First Reading of Board Policy Information
The following policy is being presented for a first reading as an informational item:
- BP 7600 – Campus Safety Officers
- 5.3 Board Member Comments Information

RECESS TO CLOSED SESSION

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

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

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

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty
 - c. Classified Staff
 - d. Professional Experts
 - e. Volunteers
 - f. Student Workers
2. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)
3. Public Employee Discipline/Dismissal/Release/Complaint (pursuant to Government Code Section 54957[b][1])

RECONVENE

Issues discussed in Closed Session (Board Clerk)

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

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 Job Description
- Approval of Appointment
- Approval of Interim to Permanent
- Approval of Change of Interim Assignment
- Approval of Return to Regular Assignment
- Ratification of Resignations/Retirements
- Approval of 2018/2019 Tenure Review Recommendations
- Approval of Temporary to Tenure Track
- Approval of Hiring of Temporary Long-term Substitute
- Approval of Return to Regular Assignment/Voluntary Workload Reduction
- Approval of Addition of 2017-2018 Contract Stipend
- Approval of Beyond Contract/Overload Stipend
- Approval of Leave of Absence
- Approval of Rescission of Leave of Absence
- Approval of Part-time Hourly New Hires/Rehires
- Approval of Non-paid Instructors of Record
- Approval of Non-paid Internship

6.2 Classified Personnel

Action

- Approval of New Appointments
- Approval of Temporary to Contract
- Approval of Professional Growth Increments
- Approval of Out of Class Assignments
- Approval of Return to Regular Assignment
- Approval of Changes in Position
- Approval of Changes in Salary Placement
- Approval of Leave of Absence
- Ratification of Resignations/Retirements
- Approval of Temporary to Hourly Ongoing
- Approval of Temporary Assignments
- Approval of Change in Temporary Assignment
- Approval of Additional Hours for Ongoing Assignment

- 6.2 Classified Personnel (continued)
- Approval of Miscellaneous Positions
 - Approval of Instructional Associate/Associate Assistant
 - Approval of Community Service Presenters and Stipends
 - Approval of Volunteers
- 6.3 Approval of Memorandum of Understanding for Article 7 of Collective Bargaining Agreement between Rancho Santiago Community College District and California School Employees Association (CSEA), Chapter 579 Action
The administration recommends approval of the MOU for Article 7 – Association Rights and Non-Discriminatory Practices of the Collective Bargaining Agreement between RSCCD and CSEA, Chapter 579.
- 6.4 Approval of Revision to Article 23 of Collective Bargaining Agreement between Rancho Santiago Community College District and CSEA Chapter 579 Action
The administration recommends approval of the Memorandum of Understanding for Article 23 – Effects of Lay Off of the Collective Bargaining Agreement between RSCCD and CSEA, Chapter 579.
- 6.5 Presentation of Continuing Education Faculty Association (CEFA) Initial Bargaining Proposal to Rancho Santiago Community College District Action
It is recommended that the board schedule a public hearing for the next regularly scheduled board meeting.
- 6.6 Approval of RSCCD Equal Employment Opportunity and Human Resources Plan Action
It is recommended that the board approve the Equal Employment Opportunity and Human Resources Plan as presented.
- 7.0 ADJOURNMENT - The next regular meeting of the Board of Trustees will be held on March 26, 2018.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)

2323 North Broadway, #107

Santa Ana, CA 92706

**Board of Trustees
(Regular meeting)**

Monday, February 26, 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. Zeke Hernandez, Mr. Larry Labrado, Mr. Phillip Yarbrough, and Mr. Gregory Pierot. Mr. John Hanna arrived at the time noted.

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. Edward Hou, President, Santiago Canyon College (SCC) Associated Student Government (ASG).

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 7.1 (Academic/Management Personnel) and Item 7.2 (Classified Personnel). 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 advisory vote was aye.

1.4 Public Comment

Ms. Shantel Thornton, Santa Ana College faculty member, spoke regarding the non-renewal of her probationary faculty contract.

Mr. Hanna arrived during Ms. Thornton's comments.

The following students spoke in support of Ms. Shantel Thornton: Mr. Adam Williams, Mr. Yuan Shui, Ms. Grace Mankuleiyo, Mr. Amory Hanson, Mr. Allen Alexis Perez, Ms. Thaydra Richardson and Ms. Aniyah Benjamin.

Mr. Mark Smith, Santiago Canyon College faculty member, spoke regarding safety on the campus amid shootings taking place across the country.

1.4 Public Comment (continued)

Mr. Edward Hou, SCC ASG President, spoke regarding Deferred Action for Childhood Arrivals (DACA) and immigration.

1.5 Approval of Minutes

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to approve the minutes of the meeting held February 5, 2018. 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 advisory 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 4.1 (Approval of VitaNavis Subscription Agreement) removed from the Consent Calendar by Mr. Hernandez and Items 4.8 (Approval of Standard Inter-Agency Instructional Services Agreement Renewal with the City of Orange) and 4.17 (Approval of Classroom Lease Renewal with Orange Unified School District) removed from the Consent Calendar by Ms. Barrios. 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 advisory vote was aye.

4.2 Approval of Walgreens Experiential Learning Program Agreement Renewal with Walgreen Company

The board approved the Walgreens Experiential Learning Program agreement renewal with Walgreen Company located in Deerfield, Illinois as presented.

4.3 Approval of Professional Services Agreement Renewal with the City of Glendale

The board approved the new Professional Services Agreement with the City of Glendale located in Glendale, California as presented.

4.4 Approval of the Standard Inter-Agency Instructional Services Agreement Renewal with the Orange County Fire Authority

The board approved the Standard Inter-Agency Instructional Services Agreement Renewal with the Orange County Fire Authority located in Irvine, California as presented.

4.5 Approval of the Standard Inter-Agency Instructional Services Agreement Renewal with the City of Brea

The board approved the Standard Inter-Agency Instructional Services Agreement Renewal with the City of Brea located in Brea, California as presented.

1.6 Approval of Consent Calendar (continued)

4.6 Acceptance of the Standard Inter-Agency Instructional Services Agreement Renewal with the City of Fullerton

The board approved the Standard Inter-Agency Instructional Services Agreement Renewal with the City of Fullerton located in Fullerton, California as presented.

4.7 Approval of the Standard Inter-Agency Instructional Services Agreement Renewal with the City of Anaheim

The board approved the Standard Inter-Agency Instructional Services Agreement Renewal with the City of Anaheim located in Anaheim, California as presented.

4.9 Approval of the Standard Inter-Agency Instructional Services Agreement Renewal with the City of West Covina

The board approved the Standard Inter-Agency Instructional Services Agreement Renewal with the City of West Covina located in West Covina, California as presented.

4.10 Approval of the Standard Inter-Agency Instructional Services Agreement Renewal with the City of La Verne

The board approved the Standard Inter-Agency Instructional Services Agreement Renewal with the City of La Verne located in La Verne, California as presented.

4.11 Acceptance of Memorandum of Understanding for Construction Technology Instruction Using Multi-Craft Core Curriculum (MC3) with Tonia Reyes Uranga, Consulting

The board approved the Memorandum of Understanding for Construction Technology Instruction Using Multi-Craft Core Curriculum (MC3) with Tonia Reyes Uranga, Consulting located in Long Beach, California as presented.

4.12 Acceptance of Professor Kathy Takahashi's Sabbatical Leave Report

The board accepted Professor Kathy Takahashi's Sabbatical Leave Report.

4.13 Acceptance of Professor Roy Shahbazian's Sabbatical Leave Report

The board accepted Professor Roy Shahbazian's Sabbatical Leave Report.

4.14 Acceptance of Professor Cher Carrera's Sabbatical Leave Report

The board accepted Professor Cher Carrera's Sabbatical Leave Report.

4.15 Acceptance of Professor Darlene Diaz's Sabbatical Leave Report

The board accepted Professor Darlene Diaz's Sabbatical Leave Report.

4.16 Acceptance of Professor Denise Foley's Sabbatical Leave Report

The board accepted Professor Denise Foley's Sabbatical Leave Report.

1.6 Approval of Consent Calendar (continued)

5.1 Approval of Payment of Bills

The board approved the payment of bills as submitted.

5.2 Approval of Budget Increases/Decreases and Budget Transfers

The board approved the budget increases, decreases and transfers from January 23, 2017, to February 13, 2018.

5.3 Award of Bid #1338 – Prop 39 Year 5 LED Lighting at Santa Ana College, Santiago Canyon College, Digital Media Center, Orange County Sheriff’s Regional Training Academy and District Operations Center

The board approved the award of Bid #1338 for Prop 39 Year 5 LED Lighting at Santa Ana College, Santiago Canyon College, Digital Media Center, Orange County Sheriff’s Regional Training Academy and District Operations Center as presented.

5.4 Approval of Rejection of All Bids for Bid #1339 – Window Repairs at District Operations Center

The board approved the rejection of all bids for Bid #1339 - Window Repairs at District Operations Center as presented.

5.5 Approval of Agreement with Architecture 9 PLLLP – Architectural Design Services for Barrier Removal/Signage and Wayfinding at Santa Ana College and Santiago Canyon College

The board approved the agreement with Architecture 9 PLLLP for architectural design services for barrier removal/signage and Wayfinding at Santa Ana College and Santiago Canyon College as presented.

5.6 Approval of Agreement with Architecture 9 PLLLP – Architectural Services for ADA Barrier Removal Parking Lot 9 at Santa Ana College

The board approved the agreement with Architecture 9 PLLLP for architectural services for ADA barrier removal Parking Lot 9 at Santa Ana College as presented.

5.7 Approval of Agreement with SVA Architects, Inc. – Architectural/Engineering Services for the Building K Assessment Project at Santa Ana College

The board approved the agreement with SVA Architects, Inc. for architectural/engineering services for the Building K Assessment project at Santa Ana College as presented.

5.8 Approval of Amendment to Agreement with HPI Architecture – Architectural Design Services for the new Johnson Student Center Project at Santa Ana College

The board approved the amendment to the agreement with HPI Architecture for architectural design services for the new Johnson Student Center Project at Santa Ana College as presented.

1.6 Approval of Consent Calendar (continued)

5.9 Approval of Agreement with Flewelling & Moody – Architectural Design Services for Barrier Removal Exterior Phases 3A & 3B at Santiago Canyon College

The board approved the agreement with Flewelling & Moody for architectural design services for Barrier Removal Exterior Phases 3A & 3B at Santiago Canyon College as presented.

5.10 Approval of Amendment to the Agreement with Leland Saylor Associates - Cost Estimating Consulting Services for the Orange Education Center DSA Certification Project for Santiago Canyon College

The board approved the amendment to the agreement with Leland Saylor Associates for cost estimating consulting services for the Orange Education Center DSA Certification Project for Santiago Canyon College as presented.

5.11 Approval of Contract with Silver Creek Industries, Inc.

The board approved the Centralia School District Contract #N15-2017/2018, issued to Silver Creek Industries, Inc., for the purchase and installation of DSA approved portable buildings, accessories and related installation supplies as presented.

5.12 Approval of Purchase Orders

The board approved the purchase order listing for the period December 17, 2017 through January 20, 2018.

6.1 Approval of Resource Development Items

The board approved the budgets, acceptance of 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:

- Education Futures Initiative – Teacher Preparation Pipeline Program Mini-Grant (SAC & SCC) \$ 240,000
- Hunger Free Campus Support (SAC) \$ 43,996
- Veteran Resource Center Ongoing Funding (SAC & SCC) \$ 77,199

6.2 Approval of Sub-Agreement between RSCCD and Jackstin for the Strong Workforce Program – Regional Funds Initiative

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

6.3 Approval of Sub-Agreement between RSCCD and SynED for the Deputy Sector Navigator Information and Communications Technology (ITC)/ Digital Media Grant

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

1.6 Approval of Consent Calendar (continued)

6.4 Approval of Sub-Agreement between RSCCD and Butte-Glenn, Chaffey, El Camino, Riverside, San Diego, State Center and Solano Community College Districts for the Career Technical Education (CTE) Data Unlocked Initiative

The board approved the sub-agreements 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.

6.5 Approval of Second Amendment to the Sub-Agreement between RSCCD and San Joaquin Delta Community College District for the 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.

6.6 Approval of Second Amendment to the Sub-Agreement between RSCCD and Butte-Glenn Community College District for the 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.

6.7 Approval of Third Amendment to the Sub-Agreement between RSCCD and Concentric Sky for the 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.

2.0 STRATEGIC PLANNING UPDATE

2.1 Board of Trustee's Annual Strategic Planning Update

Ms. Nga Pham; Director of District Research, Planning & Institutional Effectiveness; presented an update of the district's Comprehensive Master Plan that was adopted by the Board on February 19, 2013. Information included in the update were the district's mission statement, planning design and participatory governance structure, and goals. Ms. Pham detailed the process by which updates are made to the district's 2016-2019 Strategic Plan and presented data related to select objectives for each of the five district goals. This data included percentage of feeder high school graduates entering the colleges as new freshmen, competitive and entitlement grants awarded, marketing campaign metrics, Career Technical Education (CTE) programs student evaluations and employment outcomes, the number of faculty trained to teach online, a diversity analysis of district employees and a historical presentation of water usage by site.

2.1 Board of Trustee's Annual Strategic Planning Update (continued)

The 2016-2019 Strategic Plan approved in September 2016 and 12 Measures of Success dated February 2018 were distributed as additional information.

Board members received clarification from Ms. Pham and Mr. Enrique Perez, Vice Chancellor of Educational Services, on data presented in the report.

3.0 INFORMATIONAL ITEMS AND ORAL REPORTS

3.1 Report from the Chancellor

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

3.2 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

3.3 Report from Student Trustee

Mr. Pierot provided a report to the board.

3.4 Reports from Student Presidents

The following student representatives provided a report to the board on behalf of the Associated Student Government (ASG) organization:

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

3.5 Report from Classified Representative

There was no report from a classified representative on behalf of the classified staff.

3.6 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

3.7 Report from Board Committee Chairperson

Mr. Labrado provided a report to the board of the February 22, 2018 Board Facilities Committee.

4.0 INSTRUCTION

Items 4.2 through 4.7 and 4.9 through 4.16 were approved as part of Item 1.6 (Consent Calendar).

4.1 Approval of VitaNavis Subscription Agreement

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to approve the VitaNavis Subscription Agreement as presented. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Abstention – Ms. Barrios. Student Trustee Pierot’s advisory vote was aye.

4.8 Approval of the Standard Inter-Agency Instructional Services Agreement Renewal with the City of Orange

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to approve the Standard Inter-Agency Instructional Services Agreement Renewal with the City of Orange located in Orange, California as presented. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Abstention – Ms. Barrios. Student Trustee Pierot’s advisory vote was aye.

It was moved by Mr. Hanna and seconded by Mr. Yarbrough to vacate the earlier approval and reconsider Item 4.7 – Approval of the Standard Inter-Agency Instructional Services Agreement Renewal with the City of Anaheim at this time. 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 advisory vote was aye.

4.7 Approval of the Standard Inter-Agency Instructional Services Agreement Renewal with the City of Anaheim

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to approve the Standard Inter-Agency Instructional Services Agreement Renewal with the City of Anaheim located in Anaheim, California as presented. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Abstention – Ms. Barrios. Student Trustee Pierot’s advisory vote was aye.

4.17 Approval of Classroom Lease Renewal with Orange Unified School District

It was moved by Mr. Yarbrough and seconded by Mr. Hanna to approve the SCC Orange Education Center classroom lease renewal with Orange Unified School District in Orange, California. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Abstention – Ms. Barrios. Student Trustee Pierot’s advisory vote was aye.

4.18 College and Career Access Pathways (CCAP) Agreement, a Dual Enrollment Partnership 2018-2019 between Rancho Santiago Community College District (RSCCD) and Santa Ana Unified School District

The College and Career Access Pathways (CCAP) Agreement, a Dual Enrollment Partnership 2018-2019 between Rancho Santiago Community College District and Santa Ana Unified School District located in Santa Ana, California was accepted as information.

4.19 AB288 College and Career Access Pathways (CCAP) Partnership Agreement between Rancho Santiago Community College District (RSCCD) and Orange Unified School District

The AB288 College and Career Access Pathways (CCAP) Partnership with Orange Unified School District in Orange, California was accepted for information.

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

All Items were approved as part of Item 1.6 (Consent Calendar).

6.0 GENERAL

Items 6.1 through 6.7 were approved as part of Item 1.6 (Consent Calendar).

6.8 Board Member Comments

Ms. Alvarez, Mr. Hanna and Mr. Hernandez provided a report on the Association of Community College Trustees (ACCT) Community College National Legislative Summit held in Washington, D.C. on February 11-14, 2018. Mr. Hernandez reported that he attended the ACCT Student Trustee Advisory Board meeting while at the Legislative Summit. The trustees reported that they met with legislators and discussed issues relating to protecting students with the Deferred Action for Childhood Arrivals (DACA) immigration policy, Career Technical Education (workforce training), and advocacy on behalf of community colleges.

6.8 Board Member Comments (continued)

Ms. Alvarez and Mr. Hanna reported that they attended the legal portion of the ACCT conference where they received materials that they will share with staff.

Mr. Pierot stated that he appreciated the comments on DACA and safety that were made at the meeting. He encouraged all to provide their input to the board.

Mr. Hernandez reported that he attended the SAC TRIO program event on February 24 and commended the staff on their efforts in support of students. He also attended a focus group on strong workforce as a representative of the board. While in Washington, D.C. Mr. Hernandez met with staff at the Department of Education and reported that Education Secretary DeVos has been invited to visit the district. It is hopeful that she or a representative will accept the district's invitation.

Ms. Barrios announced that there is an active shooter town hall taking place on March 6 and would share the information with the trustees. She also extended an invitation to an event with Delaine Eastin on Friday, March 2.

Ms. Barrios expressed appreciation for the support of SCC and the district for the Community Foundation of Orange's February 23 Gala. Ms. Barrios also reported that she would be Principal of the Day at Orange High School and while there will promote the district's colleges.

Ms. Barrios announced that she was honored to be named Woman of the Year by Assemblyman Choi and will accept the honor in a ceremony on March 12. Ms. Barrios stated that she was being honored because of Assemblyman Choi's commitment to community colleges.

Mr. Yarbrough asked that the responses to his inquiries about Item 5.4 (Rejection of All Bids for Bid #1339 – Window Repairs at District Office) and Item 7.8 (Approval of Auto-Renewal Clause in Administrator Agreements/Contracts) be included as part of the minutes.

Mr. Yarbrough also extended his condolences to Student Trustee Pierot on the death of his grandmother and thanked his colleagues who attended the ACCT Legislative Summit.

Ms. Alvarez congratulated Trustee Barrios on her being named Woman of the Year and looked forward to the board's celebration of women at the March meeting in honor of Women's month. Ms. Alvarez expressed condolences to Student Trustee Pierot on the death of his grandmother and asked that the meeting be adjourned in her honor.

Mr. Hanna commended staff on the information provided on Item 2.1 (Board of Trustee's Strategic Planning Update) and stated he recommends the board receive more frequent updates and possibly have brief study sessions on select areas.

RECESS TO CLOSED SESSION

The board convened into closed session at 7:20 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 Appointment
 - (1) Vice President
 - g. Other Educational and Classified Administrators
2. Liability Claim (pursuant to Government Code Section 54956.95)
 - a. #EMP1704519
3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Ms. Judy Chitlik, Interim Vice Chancellor of Human Resources
Employee Organizations: Faculty Association of Rancho Santiago Community College District
California School Employees Association (CSEA), Chapter 579
California School Employees Association (CSEA), Chapter 888
Continuing Education Faculty Association (CEFA)
4. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

Mr. Pierot left the meeting at this time.

RECONVENE

The board reconvened at 9:20 p.m.

Public Comment

There were no public comments.

Closed Session Report

Ms. Alvarez reported during closed session the board discussed public employment, labor negotiations, public employee discipline/dismissal/release and liability claim #EMP1704519. Ms. Alvarez reported the board took no other reportable action at this time.

7.0 HUMAN RESOURCES

7.1 Management/Academic Personnel

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

7.1 Management/Academic Personnel (continued)

- Approval of Appointments
- Approval of Interim Assignments
- Ratification of Resignations/Retirements
- Approval of 2017-2018 Institutional Tenure Review Recommendations
- Approval of Changes of Classification
- Approval of Adjusted 2017/2018 Contract Extension Days
- Approval of Adjusted 2017/2018 Contract Stipends
- Approval of 2017/2018 Contract Stipends
- Approval of Leaves of Absence
- Approval of Beyond Contract/Overload Stipend
- Approval of Part-time Hourly New Hires/Rehires
- Approval of Correction of Hourly New Hire/Rehire Name
- Approval of Non-paid Intern Services

7.2 Classified Personnel

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

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

7.3 Approval of Employee Calendar for 2018-2019

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to approve the 2018-2019 Employee Calendar. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

7.4 Approval of Non-Credit Instructional Calendar for 2018-2019

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to approve the 2018-2019 Non-Credit Instructional Calendar. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

7.5 Approval of Services of Job Elephant

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to approve the services of Job Elephant. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

7.6 Rejection of Claim

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to authorize the Chancellor, or designee, to reject claim #EMP1704519. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

7.7 Adoption of Resolution No. 18-05 Authorizing Payment to a Trustee Absent from Board Meeting

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to adopt Resolution No. 18-05 authorizing payment to Trustee Arianna P. Barrios who was absent from the February 5, 2018 board meeting. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Ms. Mendoza and Mr. Yarbrough. Abstention - Ms. Barrios.

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

It was moved by Mr. Hernandez and seconded by Ms. Barrios to postpone discussion on the auto-renewal clause in administrator agreements/contracts and to bring back when mutually agreed by the Board President and Chancellor. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

8.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on Monday, March 12, 2018.

There being no further business, Ms. Mendoza declared the meeting adjourned at 9:30 p.m. in honor of Rhoda Lossin, who died recently and is the grandmother of Student Trustee Gregory Pierot.

Respectfully submitted,

Raúl Rodríguez, Ph.D.
Chancellor

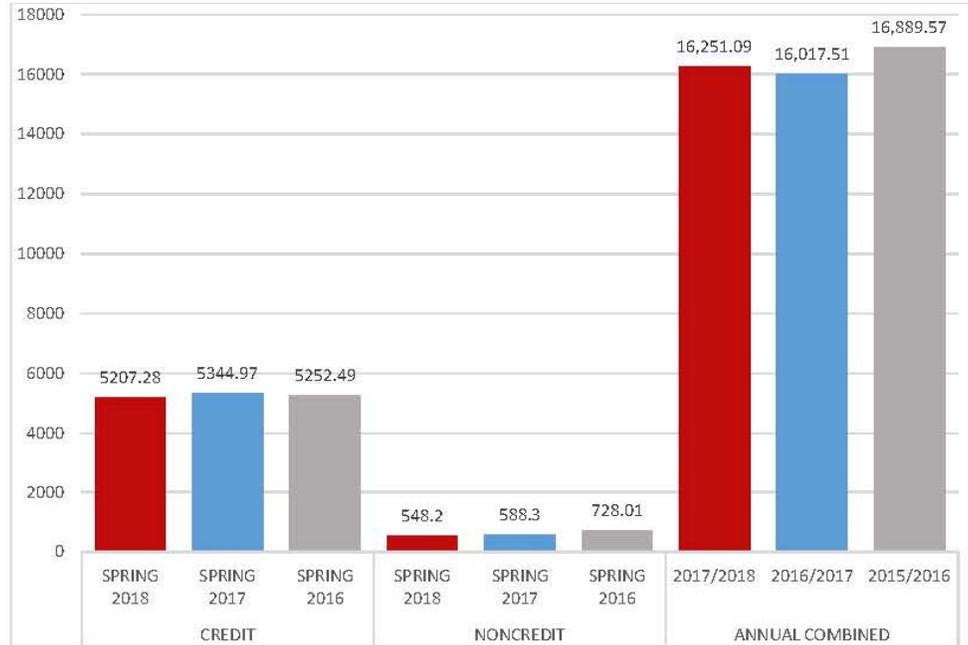
Approved: _____
Clerk of the Board

Minutes approved: March 12, 2018



SAC 2018 SPRING ENROLLMENT SNAPSHOT

Date: 02/23/18



PROJECTED FTES

TERMS	2017/2018	DIFF	PCT
CREDIT SPRING TARGET*	7,302		
CREDIT SPRING PROJECTION*	7,256	-56	-.7%
NONCREDIT SPRING TARGET	2,275		
NONCREDIT SPRING PROJECTION	2,050	-225	-10%
COMBINED ANNUAL TARGET	20,407		
COMBINED ANNUAL PROJECTION	20,001	-406	-2%

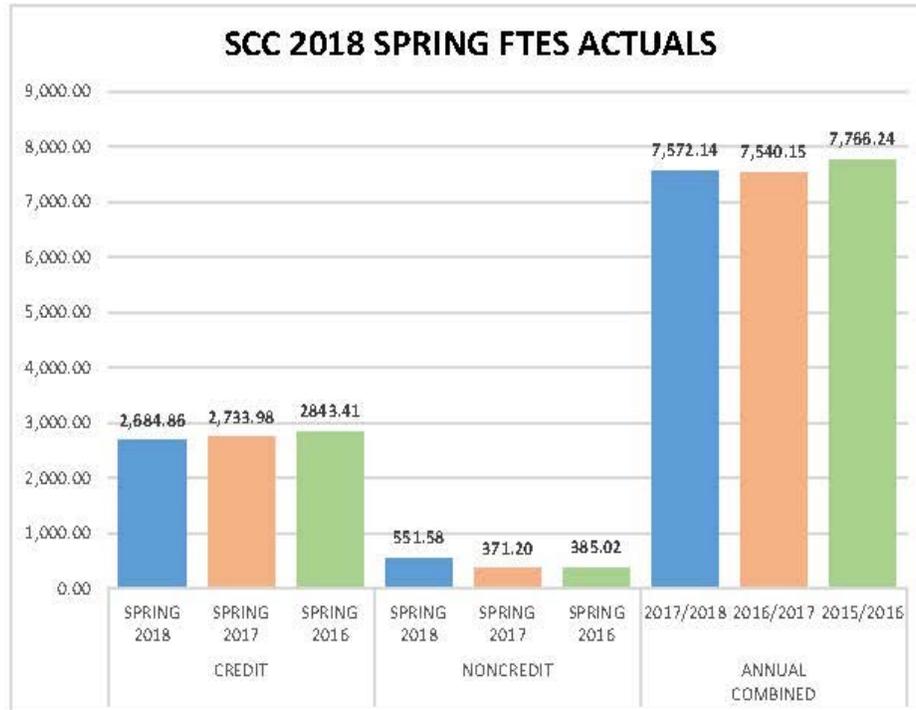
SOURCES:

Executive Dashboard
RG540 report
*Includes Intersession



SCC 2018 SPRING ENROLLMENT SNAPSHOT

2/23/2018



PROJECTED FTES

TERMS	2017/2018	DIFF	PCT
CREDIT SPRING TARGET	2814		
CREDIT SPRING PROJECTION	2763	-51	-1.8%
NONCREDIT SPRING TARGET	1257		
NONCREDIT SPRING PROJECTION	1257	0	0.0%
COMBINED ANNUAL TARGET	8514		
COMBINED ANNUAL PROJECTION	8514	0	0.0%

SOURCES:

Executive Dashboard

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

2323 N. Broadway
Santa Ana, CA 92706
(714) 480-7340 – Office
(714) 796-3950 – Fax

Date: February 26, 2018
To: Dr. Raúl Rodríguez
From: Peter J. Hardash & Carri Matsumoto
Subject: Responses to Board of Trustees Requests/Questions

From Trustee Phillip Yarbrough

5.4 Approval of Rejection of all Bids for Bid #1339 – Window Repairs at District Operations Center. Why were there only two responses? It’s a \$250,000 project for windows and shouldn’t there have been more interest?

- We agree, the District would have definitely liked to see a larger bidder interest in this project. Of recent, there has been a lack of interest in bidding window repair projects and certain other projects like hardscape/concrete and asphalt work. The reasons could be multiple due to the volume of work to choose from right now as the market has had an uptick in the amount of construction occurring. Contractors can potentially be more selective about what jobs they want to bid on. Additionally, some of the contractors may not always be able to bond the project due to the amount of concurrent work they have occurring if they typically do smaller dollar jobs.

This project required a C-17 license and was sent to those with a proper license based on the scope of work who are already on the interested contractor bid list, there were six (6). Additionally, this project was advertised twice in the Orange County Register and sent to five (5) trade journals for advertisement even though, under a formal bid process, only four (4) solicitations to trade journals are required. The advertisements in the newspaper and trade journals is required to solicit and provide an opportunity to any interested contractor who may want to bid on the project because it is a formal bid. The timing of such work is also a potential factor in contractor interest as there are timelines within the schedule that don’t always work out with the contractors ability to dedicate crews/workers in the timeline the work needs to be completed. There are many factors that can play into the bidder turnout that are not within our control. It should be noted that the project scope of work is for half of the building window repairs and is a significant cost to complete these repairs. Therefore, we agree that there needs to be more interest generated in this project. The project is going to be re-evaluated to see if there are any changes to the scope of work, schedule, budget and license type that would be recommended for consideration of a re-bid at a later time.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Office of the Vice Chancellor – Human Resources

2323 N. Broadway
Santa Ana, CA 92706
(714) 480-7484

Date: February 26, 2018
To: Dr. Raúl Rodríguez
From: Judy Chitlik
Subject: Responses to Trustee Inquiry

From Trustee Phillip Yarbrough

7.8 Who has a three year ever-green clause? Is it only the cabinet positions?

The Chancellor has a two-year contract without the auto-renewal clause.

Cabinet Level positions (Vice Chancellors and College Presidents) have a three-year contract with the auto-renewal clause.

All other management personnel have a two-year contract with the auto-renewal clause.

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

To:	Board of Trustees	Date: March 12, 2018
Re:	Approval of Educational Affiliation Agreement Renewal with Rowland Unified School District	
Action:	Request for Approval	

BACKGROUND

The Speech-Language Pathology Assistant Program was introduced in the Fall of 2001. Speech-Language Pathology assistants are trained to assist in the language and speech development of communicatively disordered children and adults in educational and medical sites under the supervision of licensed speech-language pathologists. Critical to the implementation of the program is identifying and confirming sites and contractual arrangements for observation and fieldwork.

ANALYSIS

Formal educational affiliation agreements between the district and fieldwork experience sites are necessary. To that end, this educational affiliation agreement renewal with Rowland Unified School District was developed for this purpose and has been reviewed by Dean Simon B. Hoffman and college staff. This educational affiliation agreement renewal shall be effective for five (5) years or until termination by written notice of either party. This educational affiliation agreement renewal carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this educational affiliation agreement renewal with Rowland Unified School District, located in Rowland Heights, California as presented.

Fiscal Impact:	None	Board Date: March 12, 2018
Prepared by:	Shelly Jaffray, Interim Vice President of Academic Affairs Simon B. Hoffman, Ed.D., 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

Speech-Language Pathology Assistant Program

THIS AGREEMENT is made and entered into by and between the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT on behalf of Santa Ana College, a public educational agency, hereinafter called the "District" and, **ROWLAND UNIFIED SCHOOL DISTRICT**, hereinafter called the "Agency".

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

WHEREAS, the District and Agency acknowledge a public obligation to contribute to Speech-Language Pathology Assistant Program education for the benefit of students and to meet community needs.

WHEREAS, the District operates Santa Ana College ("College") and the College is a duly accredited educational institution that conducts the program described and identified in this Agreement;

WHEREAS, the District provides programs in Speech-Language Pathology Assistant Program education, which require clinical experience for students, hereafter called "**Students**", enrolled in these programs.

WHEREAS, the Agency has facilities suitable for the clinical needs of the District Speech-Language Pathology Assistant Program.

WHEREAS, it is to benefit of both District and Agency that Speech-Language Pathology Assistant Program students have opportunities for clinical experience to enhance their capabilities as practitioners.

NOW, THEREFORE, the District and Facility 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 Speech-Language Pathology Assistant Program education programs eligible for approval by the Speech-Language Pathology & Audiology Board.

2. The District will designate the students enrolled in the Speech-Language Pathology Assistant Program to be assigned for clinical experience in the Speech-Language Pathology areas of the agency in such numbers as are mutually agreed upon by both parties.
3. The District will supervise, in cooperation with the Agency supervisor, all instruction and learning and clinical experience given to the students at the facility so designated and provide instructor to supervise the clinical and learning experiences given to them at the agency, provided however, that the responsibility for service to the client remain with the Agency.
4. The District will keep academic and clinical experience records of students participating in said program.
5. The District will provide and be responsible for the care and control of educational supplies and education equipment necessary for instruction, including library materials, audiovisual equipment and supplies which are not customarily available at the Agency for the Speech-Language Pathology Assistant clinical experience.
6. The District will be responsible for the supervision and control of the students in the activities of their clinical experience under the general supervision and delivery of service framework of the Agency.
7. The District will agree that the student shall be subject to requirements and restrictions specified jointly by representative of District and Agency, and subject to Agency rules and regulations governing conduct, copies of which shall be provided in advance to District by Agency.
8. The District will require District's Speech-Language Assistant Program instructors to obtain the approval of the Agency's Director of Speech-Language Pathology in advance of:
 - a. Student Speech-Language Pathology Assistant schedules.
 - b. Placement of student in clinical experience assignments.
 - c. Changes in clinical experience assignments.
9. The District will, in consultation and coordination and with the approval of the Agency's Director of Speech-Language Pathology and the Speech-Language Pathology Assistant staff, plan for the Speech-Language Pathology Assistant clinical experience to be provided to students under this agreement.
10. The District will in consultation and coordination with the Agency's Director of Speech-Language Pathology arrange for periodic conferences between appropriate representation

of the District and Agency to evaluate the Speech-Language Pathology Assistant field experience program provided under this Agreement.

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 Speech-Language Pathology Assistant Programs.
2. The Agency will provide staff members who hold a current state license or credential to practice speech-language pathology to supervise Speech-Language Pathology Assistant students. In addition, supervising SLP's need to have a minimum of 2 years of full-time experience as a practicing speech language pathologist.
3. The administration of the service and client 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 Agency staff.
4. The Agency will provide staff that is adequate in number and quality to insure safe and continuous health care service to patients.
5. The Agency will provide service facilities for learning experiences therein for students enrolled in the Speech-Language Pathology Assistant Program of District who are designated by District for such experience at the Agency (the field experience for any one student shall cover such period of time as may be specified by District.)
6. The Agency will maintain service facilities in conformance with standards of the California State Board of Medical Examiners and the American Speech-Language-Hearing Association and permit inspection of its service facilities upon request by the American Speech-Language-Hearing Association and the state Board of Medical Examiners
7. The Agency will permit clinical experience in Speech-Language Pathology Assistant training by such students, either individually and/or in groups. All services of Agency herein contracted for, such services and the number of students receiving experience therein shall be by mutual agreement between parties and in accordance with the standards set forth by the American Speech-Language-Hearing Association.
8. The Agency will provide service areas in such a manner that there will be no conflict of learning opportunities among groups of students, and permit the district instructors and students access to service facilities, according to prearranged scheduling.

9. 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.
10. The Agency will provide orientation for students and faculty to familiarize them with the facility and facility policies before assigning them to duties at the Agency.
11. The Agency will permit the faculty and students of the District to use its facilities for Clinical education according to approved curricula.
12. The Agency will permit the facility's Director of Speech-Language Pathology and other designated Speech-Language Pathology personnel to attend meetings of the District's Speech-Language Pathology Assistant Program Faculty, or any committee thereof, to coordinate the clinical experience for the Speech-Language Pathology Assistant Program provided for under this Agreement.
13. The Agency will reserve the right, after consultation with the District, to refuse to accept for further Speech-Language Pathology Assistant Program clinical experience any of the college students who in the agency's judgment are not participating satisfactorily, provided however, neither party shall discriminate with respect to the acceptance in or exclusion of students from the program.
14. The Agency will provide the educational use of supplies and equipment as are commonly available for client care.
15. It is understood by the parties to the Agreement that the Agency remain responsible for client care at all times.
16. The parties agree that the Agency shall have no monetary obligation to District, the Speech-Language Pathologist Assistant students or to Speech-Language Pathology Assistant instructors.

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

1. Publication by District faculty, or Agency's 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. Confidentiality of Patient Records

The Clinical Facility is a covered entity for purposes of the Health Insurance Portability and Accountability Act ("HIPAA") and subject to 45 C.F.R. Parts 160 and 164 (the

HIPAA Privacy Regulation”). Clinical Facility shall direct Students, and Instructors providing supervision at the Clinical Facility as part of the Program, to comply with the policies and procedures of the Clinical Facility, including those governing the use and disclosure of individually identifiable health information under federal law, specifically the HIPAA Privacy Regulation. Solely for the purposes of defining the Students’ and Instructors’ role in relation to the use and disclosure of Clinical Facility’s protected health information, the Students and Instructors are defined as members of the Clinical Facility’s workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this Agreement. However, the Students and Instructors are not and shall not be considered to be employees of the Clinical Facility. The District and/or College will never access or request to access any Protected Health Information held or collected by or on behalf of the Clinical Facility by a Student or Instructor who is acting as part of the Facilities workforce. No services are being provided to the Clinical Facility by the District pursuant to this Agreement and, therefore, this Agreement does not create a “business associate” relationship as that term is defined in 45 C.F.R. § 160.103.

C. Indemnification

1. The District hereby agrees to defend, indemnify and hold harmless the Clinical Facility, its parents, subsidiaries, directors, officers, attorneys, agents and their employees from and against claims, losses, liabilities, expenses (including reasonable attorneys’ fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of District, its Instructors, agents or employees in connection with or arising out of the acts or omissions in services performed under this agreement or any breach or default in performance of any of the District’s obligations hereunder.

The Clinical Facility hereby agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees, agents, and officers from and against claims, losses, liabilities, expenses (including reasonable attorneys’ fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of the Clinical Facility, its parents, subsidiaries, directors, officers, agents and employees in connection with or arising out of the acts or omissions in services performed under this Agreement or any breach or default in performance of any of the Clinical Facility’s obligations hereunder.

Obligations pursuant to Article VIII shall survive termination or expiration of this Agreement.

D. Insurance:

Without limiting the indemnification obligations stated above, each party to the Agreement shall provide and maintain at its own expense a program on insurance covering its activities and operation hereunder. Certificates of insurance or self-insurance evidencing the required coverage shall be provided to the other party upon request and

shall include a minimum thirty (30) day cancellation clause

Insurance Carried by the District. District shall maintain General liability coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate covering personal injury, property damage, and general liability claims.

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

District shall provide workers' compensation coverage for its employees as well students participating in the program.

Insurance Carried By Clinical Facility. Clinical Facility shall secure and maintain comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate with coverage for incidental contracts.

Clinical Facility shall carry professional liability insurance for itself and each of its employees and partners in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate.

Clinical Facility shall provide workers' compensation coverage for each of its employees.

PART V STATUS OF SPEECH-LANGUAGE PATHOLOGY ASSISTANT STUDENTS

- A. Speech-Language Pathology Assistant Program students shall have the status of 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 client care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for client care in areas where students are obtaining clinical experience.

- B. Speech-Language Pathology 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 Agency employees in matters relating to the welfare of patients and general Agency operations. The Students are also responsible for recognizing the confidential nature of information related to clients and their records, and performance during emergency conditions. The Agency will provide copies of the rules, regulations and policies to the Speech-Language Pathology Assistant Program Students.

- C. Speech-Language Pathology Assistant Program students shall be responsible for proper coverage in regard to malpractice insurance, or any other liability insurance that might be required by either the District or the Agency.
- D. The District will be responsible for assuring the Speech-Language Pathology Assistant students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

PART VI PERIOD OF AGREEMENT

- A. The term of this Agreement shall become effective on the date signed by District, and shall remain in effect for a period of five (5) years commencing on the Effective Date unless terminated in accordance with the provisions of this Agreement.
 This agreement may be terminated by either Party, acting with or without cause, upon giving at least ninety (90) days prior written notice to the other Party except that any student already assigned to and accepted by the Clinical Facility shall be allowed to complete any in-progress clinical practicum assignment at the Clinical Facility.
 This Agreement shall immediately terminate if the District or the Clinical Facility's licenses, accreditations or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against the District or the Clinical Facility by any accreditation or regulatory agency.

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

BBH *Rancho Santiago Community
 College District
 2323 N. Broadway
 Santa Ana, Ca 92706*

*Rowland Unified School District
 1830 Nogales Street
 Rowland Heights, CA 91748*

 District

 Agency/Facility/Location

 Peter J. Hardash
 Vice Chancellor
 Business Operations and Fiscal Services

Date: _____

Date: _____

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

To:	Board of Trustees	Date:	March 12, 2018
Re:	Approval of County of Orange Contract #Z1000000068, Amendment Number Twelve		
Action:	Request for Approval		

BACKGROUND

Presently, the Criminal Justice Academy has contracts with the County of Orange to support contract training for the Orange County Sheriff's Department, the Coroner's Office and the Orange County Probation Department. The original period of the County of Orange Contract #Z1000000068 extended from August 22, 2009 to August 21, 2010, with four (4) renewable one-year terms. This Amendment Number Twelve extends the terms of the Contract through March 31, 2019. This Contract identifies the consultant services provided to the Criminal Justice Academies Program by the Orange County Sheriff's Department Training Division Captain and provides the means for the COUNTY to receive \$30,000 annually for the services.

ANALYSIS

The County of Orange Contract #Z1000000068, Amendment Number Twelve, shall remain in effect through March 31, 2019 or until terminated by either party. The County of Orange Contract #Z1000000068, Amendment Number Twelve, has been reviewed by Dr. Simon B. Hoffman and college staff. The County of Orange Contract #Z1000000068, Amendment Number Twelve, carries an annual cost of \$30,000 for Captain Consultant Fees as stated in the original County of Orange Contract #Z1000000068 approved on June 22, 2009.

RECOMMENDATION

It is recommended that the Board of Trustees approve the County of Orange Contract #Z1000000068, Amendment Number Twelve, located in Santa Ana, California as presented.

Fiscal Impact:	\$30,000	Board Date:	March 12, 2018
Prepared by:	Shelly Jaffray, Interim Vice President of Academic Affairs Simon B. Hoffman, Ed.D, Dean of Human Services & Technology		
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD		

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

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

RECITALS

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

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

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

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

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

WHEREAS, COUNTY and DISTRICT extended Contract number MA-060-14010056 on September 9, 2014 to continue providing services to DISTRICT for a four (4) month term of August 22, 2014 through and including December 31, 2014 (hereinafter “AMENDMENT NUMBER FIVE”);

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

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

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

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

WHEREAS, COUNTY and DISTRICT extended the ORIGINAL CONTRACT on September 27, 2016 to continue providing services to DISTRICT for an additional six (6) month term of October 1, 2016 through and including March 31, 2017 (hereinafter “AMENDMENT NUMBER TEN”);

WHEREAS, COUNTY and DISTRICT extended the ORIGINAL CONTRACT on March 16, 2017, to continue providing services to DISTRICT for an additional one (1) year term of April 1, 2017 through and including March 31, 2018 (hereinafter AMENDMENT NUMBER ELEVEN);

WHEREAS, COUNTY and DISTRICT desire to extend the ORIGINAL CONTRACT to continue providing services to DISTRICT for an additional one (1) year term of April 1, 2018 through and including March 31, 2019 and the DISTRICT has agreed to continue to provide those services at the rates set forth in the ORIGINAL CONTRACT (hereinafter “AMENDMENT NUMBER TWELVE”);

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

1. ARTICLES

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

A. Term of Contract:

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 8/22/09 through and including 3/31/19, unless otherwise terminated by COUNTY or DISTRICT. The period of 8/22/09 through and including 8/21/10 shall be known as Contract Z1000000068. The period of 8/22/10 through and including 8/21/11 shall be known as Contract MA-060-11010253. The period of 8/22/11 through and including 8/21/12 shall be known as Contract MA-060-11012581. The period of 8/22/12 through and including 8/21/13 shall be known as Contract number MA-060-13010020. The period of 8/22/13 through and including 3/31/19 shall be known as Contract number MA-060-14010056.

2. A true and correct copy of the ORIGINAL CONTRACT (Contract Z1000000068) is attached hereto as Exhibit A and incorporated by this reference.
3. A true and correct copy of AMENDMENT NUMBER ONE (Contract MA-060-11010253) is attached hereto as Exhibit B and incorporated by this reference.
4. A true and correct copy of AMENDMENT NUMBER TWO (Contract MA-060-11012581) is attached hereto as Exhibit C and incorporated by this reference.
5. A true and correct copy of AMENDMENT NUMBER THREE (Contract MA-060-13010020) is attached hereto as Exhibit D and incorporated by this reference.
6. A true and correct copy of AMENDMENT NUMBER FOUR (Contract Number MA-060-14010056) is attached hereto as Exhibit E and incorporated by this reference.
7. A true and correct copy of AMENDMENT NUMBER FIVE (Contract Number MA-060-14010056) is attached hereto as Exhibit F and incorporated by this reference.
8. A true and correct copy of AMENDMENT NUMBER SIX (Contract Number MA-060-14010056) is attached hereto as Exhibit G and incorporated by this reference.
9. A true and correct copy of AMENDMENT NUMBER SEVEN (Contract Number MA-060-14010056) is attached hereto as Exhibit H and incorporated by this reference.
10. A true and correct copy of AMENDMENT NUMBER EIGHT (Contract Number MA-060-14010056) is attached hereto as Exhibit I and incorporated by this reference.
11. A true and correct copy of AMENDMENT NUMBER NINE (Contract Number MA-060-14010056) is attached hereto as Exhibit J and incorporated by this reference.
12. A true and correct copy of AMENDMENT NUMBER TEN (Contract Number MA-060-14010056) is attached hereto as Exhibit K and incorporated by this reference.

13. A true and correct copy of AMENDMENT NUMBER ELEVEN (Contract Number MA-060-14010056) is attached hereto as exhibit L and incorporated by this reference.
14. All other provisions of the ORIGINAL CONTRACT and AMENDMENT NUMBERS ONE through ELEVEN, to the extent they are not inconsistent with this AMENDMENT NUMBER TWELVE, remain unchanged and in full force and effect. All obligations of the Parties that would have been terminated on March 31, 2018 are hereby extended to March 31, 2019.

(Signature page follows)

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

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

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

Print Name: _____ Date: _____

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____

Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

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

by: _____

Deputy

Exhibit A

ORIGINAL CONTRACT (Contract number Z100000068)

Exhibit B

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

Exhibit C

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

Exhibit D

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

Exhibit E

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

Exhibit F

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

Exhibit G

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

Exhibit H

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

Exhibit I

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

Exhibit J

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

Exhibit K

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

Exhibit L

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

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

To:	Board of Trustees	Date: March 12, 2018
Re:	Approval of County of Orange Contract #MA-060-11010909, Amendment Number Seven	
Action:	Request for Approval	

BACKGROUND

Presently, the Criminal Justice Academy has contracts with the County of Orange to support contract training for the Orange County Sheriff's Department, the Coroner's Office and the Orange County Probation Department. The Criminal Justice Academy has had this partnership for over forty-six (46) years. The original period of the County of Orange Contract #MA-060-11010909 extended from January 1, 2011 to December 31, 2015 and identifies the services and responsibilities for the DISTRICT and COUNTY, including facility use, course scheduling, use of instructors and procurement of equipment and supplies. The contract also identified the means for the DISTRICT to reimburse the COUNTY for the Sheriff's Department personnel costs of one (1) Information Processing Technician and one (1) Sheriff Facilities Maintenance Specialist I. The cost of the reimbursement was increased from \$110,000 to \$144,400, as addressed in County of Orange Contract #MA-060-11010909, Amendment Number One, effective July 1, 2014.

ANALYSIS

The County of Orange Contract #MA-060-11010909, Amendment Number Seven, shall remain in effect through March 31, 2019 or until terminated by either party. The County of Orange Contract #MA-060-11010909, Amendment Number Seven, has been reviewed by Dr. Simon B. Hoffman and college staff. The County of Orange Contract #MA-060-11010909, Amendment Number Seven, carries an annual cost of \$144,400 as stated in the County of Orange Contract #MA-060-11010909, Amendment Number One, approved on July 21, 2014.

RECOMMENDATION

It is recommended that the Board of Trustees approve the County of Orange Contract #MA-060-11010909, Amendment Number Seven, located in Santa Ana, California as presented.

Fiscal Impact:	\$144,400	Board Date: March 12, 2018
Prepared by:	Shelly Jaffray, Interim Vice President of Academic Affairs Simon B. Hoffman, Ed.D, Dean of Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

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

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

RECITALS

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

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

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

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

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

WHEREAS, COUNTY and DISTRICT extended the ORIGINAL CONTRACT, MA-060-11010909 on September 27, 2016, to continue providing services for an additional six

(6) month term of October 1, 2016 through and including March 31, 2017 (hereinafter “AMENDMENT NUMBER FIVE”);

WHEREAS, COUNTY and DISTRICT extended the ORIGINAL CONTRACT, MA-060-11010909 on March 16, 2017, to continue providing services for a one (1) year term of April 1, 2017 through and including March 31, 2018 (hereinafter “AMENDMENT NUMBER SIX”);

WHEREAS, COUNTY and DISTRICT desire to extend the ORIGINAL CONTRACT, MA-060-11010909, to continue to provide services for a one (1) year term of April 1, 2018 through and including March 31, 2019 and both COUNTY and DISTRICT agree to continue to provide those services at the rates set forth in AMENDMENT ONE;

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

1. ARTICLES

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

2. **Term of Contract:**

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 1/1/11 through and including 3/31/19, unless otherwise terminated by COUNTY or DISTRICT. The period of 1/1/11 through and including 3/31/19 shall be known as Contract number MA-060-11010909.

2. A true and correct copy of the ORIGINAL CONTRACT (Contract MA-060-11010909) is attached hereto as Exhibit A and incorporated by this reference.
3. A true and correct copy of AMENDMENT NUMBER ONE (Contract MA-060-11010909) is attached hereto as Exhibit B and incorporated by this reference.
4. A true and correct copy of AMENDMENT NUMBER TWO (Contract MA-060- 11010909) is attached hereto as Exhibit C and incorporated by this reference.
5. A true and correct copy of AMENDMENT NUMBER THREE (Contract MA-060-11010909) is attached hereto as Exhibit D and incorporated by this reference.
6. A true and correct copy of AMENDMENT NUMBER FOUR (Contract MA-060-11010909) is attached hereto as Exhibit E and incorporated by this reference.
7. A true and correct copy of AMENDMENT NUMBER FIVE (Contract MA-060-11010909) is attached hereto as Exhibit F and incorporated by this reference.

8. A true and correct copy of AMENDMENT NUMBER SIX (Contract MA-060-11010909) is attached hereto as Exhibit G and incorporated by this reference.
9. All other provisions of the ORIGINAL CONTRACT and AMENDMENT NUMBERS ONE through SIX, to the extent they are not inconsistent with this AMENDMENT NUMBER SEVEN, remain unchanged and in full force and effect. All obligations of the Parties that would have been terminated on March 31, 2018 are hereby extended to March 31, 2019.

(Signature page follows)

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

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

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

Print Name: _____ Date: _____

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____

Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

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

by: _____

Deputy

Exhibit A

ORIGINAL CONTRACT (Contract number MA-060-11010909)

Exhibit B

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

Exhibit C

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

Exhibit D

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

Exhibit E

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

Exhibit F

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

Exhibit G

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

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

To:	Board of Trustees	Date: March 12, 2018
Re:	Approval of County of Orange Contract #MA-060-13010027, Amendment Number Two	
Action:	Request for Approval	

BACKGROUND

Presently, the Criminal Justice Academy has contracts with the County of Orange to support contract training for the Orange County Sheriff's Department, the Coroner's Office and the Orange County Probation Department. The Criminal Justice Academy has had this partnership for over forty-six (46) years. The original period of this contract extended from September 18, 2012 to September 17, 2017. County of Orange Contract #MA-060-13010027, Amendment Number Two, extends the terms of the agreement through March 31, 2019. This contract identifies the scope of work (academy and continuing professional development classes) provided by the DISTRICT, as well as the registration fees paid by COUNTY.

ANALYSIS

The County of Orange Contract #MA-060-13010027, Amendment Number Two, shall remain in effect through March 31, 2019 or until terminated by either party. The County of Orange Contract #MA-060-13010027, Amendment Number Two, has been reviewed by Dr. Simon B. Hoffman and college staff. This contract carries no cost or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve the County of Orange Contract #MA-060-13010027, Amendment Number Two, located in Santa Ana, California as presented.

Fiscal Impact:	None	Board Date: March 12, 2018
Prepared by:	Shelly Jaffray, Interim Vice President of Academic Affairs Simon B. Hoffman, Ed.D, Dean of Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Dr. Raúl Rodríguez, Chancellor, RSCCD	

**AMENDMENT NUMBER TWO
TO
CONTRACT MA-060-13010027
BETWEEN THE
COUNTY OF ORANGE
AND
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

This AMENDMENT NUMBER TWO to CONTRACT number MA-060-13010027 (hereinafter “AMENDMENT NUMBER TWO”) between the County of Orange, a political subdivision of the State of California (hereinafter “COUNTY”) and **Rancho Santiago Community College District** (hereinafter “DISTRICT”) with a place of business at **2323 North Broadway, Santa Ana, CA 92706**, is made and entered upon execution of all necessary signatures.

RECITALS

WHEREAS, COUNTY and DISTRICT executed CONTRACT on September 11, 2012 for Registration and Tuition Fees for Criminal Justice Academy Classes, as Contract MA-060-13010027 (hereinafter “ORIGINAL CONTRACT”), for a five (5) year term of September 18, 2012 through and including September 17, 2017; and

WHEREAS, COUNTY and DISTRICT extended the ORIGINAL CONTRACT on March 14, 2017, to continue providing services for an additional term of September 18, 2017 through and including March 31, 2018 (hereinafter “AMENDMENT NUMBER ONE”);

WHEREAS, COUNTY and DISTRICT desire to extend the ORIGINAL CONTRACT for an additional one (1) year term of April 1, 2018 through and including March 31, 2019 and the DISTRICT has agreed to continue to provide those services at the rates set forth in the ORIGINAL CONTRACT (hereinafter “AMENDMENT NUMBER TWO”);

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

1. ARTICLES

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

A. Term of Contract:

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 9/18/2012 through and including 3/31/19, unless otherwise terminated by COUNTY or DISTRICT. The

period of 9/18/12 through and including 3/31/19 shall be known as Contract MA-060-13010027.

2. A true and correct copy of the ORIGINAL CONTRACT (Contract MA-060-13010027) is attached hereto as Exhibit A and incorporated by this reference.
3. A true and correct copy of AMENDMENT NUMBER ONE (Contract MA-060-13010027) is attached hereto as Exhibit B and incorporated by this reference.
4. All other provisions of the ORIGINAL CONTRACT and AMENDMENT ONE, to the extent they are not inconsistent with this AMENDMENT NUMBER TWO, remain unchanged and in full force and effect. All obligations of the Parties that would have been terminated on March 31, 2018 are hereby extended to March 31, 2019.

(Signature page follows)

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER TWO to ORIGINAL CONTRACT MA-060-13010027.

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

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

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____
Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

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

by: _____
Deputy

Exhibit A

ORIGINAL CONTRACT (Contract number MA-060-13010027)

Exhibit B

AMENDMENT NUMBER ONE (Contract number MA-060-13010027)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**SANTA ANA COLLEGE – ACADEMIC AFFAIRS**

To:	Board of Trustees	Date: March 12, 2018
Re:	Approval of Proposed Revisions for the 2018 – 2019 Santa Ana College Catalog	
Action:	Request for Approval	

BACKGROUND

The attached memo is the annual summary of actions taken by the Santa Ana College Curriculum and Instruction Council during 2018. It includes General Education requirements updates that are reflected in the catalog.

ANALYSIS

The catalog is the ongoing legal representation of course/program offerings and annual academic policies at Santa Ana College. Changes are recommended to the Board of Trustees by the Curriculum and Instruction Council that has faculty representation from each academic division as well as administrative representation.

RECOMMENDATION

It is recommended that the Board of Trustees approve the proposed revisions for the 2018 – 2019 Santa Ana College Catalog.

Fiscal Impact:	None	Board Date: March 12, 2018
Prepared by:	Shelly Jaffray, Interim Vice President, Academic Affairs	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

SANTA ANA COLLEGE

CURRICULUM & INSTRUCTION COUNCIL

DATE: March 12, 2018

TO: Linda D. Rose, Ed.D., President

FROM: Brian Sos, Ph.D., Chair of Curriculum and Instruction Council

RE: Approval of Proposed Revisions for the 2018 – 2019 Santa Ana College Catalog

This memorandum is a summary of the proposed changes to the college catalog from the Santa Ana College Curriculum & Instruction Council. All changes to academic policies, courses, and programs are reviewed by the Division Curriculum Committees before action is taken by the Council.

The Curriculum & Instruction Council is chaired by Dr. Brian Sos. Membership includes two administrators, sixteen faculty, the University Articulation Coordinator, the Matriculation Representative, one student representative, and the Curriculum Specialist.

The Curriculum & Instruction Council addresses the college-wide impact and changes in academic policies and monitors their acceptance by the CSU and UC systems and the Community College Chancellor's Office.

The following academic policies have been reviewed, revised, and are now recommended by the Curriculum and Instruction Council:

GENERAL EDUCATION REQUIREMENTS UPDATES

* (See Attachment #1)

SANTA ANA COLLEGE

CATALOG 2018 – 2019

**GENERAL EDUCATION REQUIREMENTS FOR THE ASSOCIATE
DEGREE – PLAN A**

Added Area: E – Language and Rationality

Category: 2 – Communication and Analytical Thinking

- BUS 130, Personal Finance

Removed Area: F – Lifelong Understanding and Self-Development

Category: 1

- BUS 130, Personal Finance

**GENERAL EDUCATION REQUIREMENTS FOR THE CALIFORNIA
STATE UNIVERSITY – PLAN B**

Added Area: B – Scientific Inquiry and Quantitative Reasoning

Category: B4 – Mathematics/Quantitative Reasoning

- BUS 130, Personal Finance

Removed Area: E – Lifelong Understanding and Self-Development

Category: E1

- BUS 130, Personal Finance

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

To:	Board of Trustees	Date: March 12, 2018
Re:	Approval of Santa Ana College Community Services Program for Summer 2018	
Action:	Request for Approval	

BACKGROUND

The Santa Ana College Community Services Program offers classes that are of special interest or those designed for a specific audience or need. They are noncredit, usually shorter in duration than credit classes, and do not require lengthy preparation or rigorous testing. From creative arts and financial management to computer software and travel tours, these programs are offered to the public for a fee. The nature of the program determines which classes to add or replace that have the most cost-effective impact on the program and the community.

ANALYSIS

The proposed Summer 2018 schedule supports the mission of Santa Ana College as a partner that inspires, transforms and empowers a diverse community of learners. Adults and children in the Santa Ana College service area will have access to 200 academic and professional development courses, personal enrichment and recreational activities. This summer, the College for Kids Program will feature over 60 academic and recreational activities. This comprehensive fee-based menu provides educational opportunities for students to discover, prepare, develop and pursue lifelong learning.

RECOMMENDATION

It is recommended that the Board of Trustees review and approve the attached proposed Santa Ana College Community Services Program for Summer 2018 as presented.

Fiscal Impact: \$35,000 (estimated net income after expenses)	Board Date: March 12, 2018
Prepared by: Lithia Williams, Program Coordinator II, SAC School of Continuing Education James Kennedy, Ed.D., Vice President, SAC School of Continuing Education	
Submitted by: Linda D. Rose, Ed.D, President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

COMMUNITY SERVICES – SUMMER 2018 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Active Adult			
Elder Care-Gov't Grants & Subsidies	Carl Leiter	\$25	60/40
VA Benefits	Carl Leiter	\$25	60/40
Tai Chi	Celia Rubacalva	\$69	60/40
Whole Body Fitness	Charles Jimmerson	\$69	60/40
Animal Care			
Basic Dog Manners	Dog Services	\$86	50/50
Dog Obedience	Dog Services Unlimited	\$96	50/50
Arts & Crafts			
Candlemaking	Quayum Abdul	\$29	60/40
Soapmaking	Quayum Abdul	\$29	60/40
Succulent Jewelry	Anne Huber	\$25	70/30
Wire Wrapping	Brigitte Burns	\$29	60/40
Creative Cards	Brigitte Burns	\$29	60/40
Sea Glass Jewelry	Rhea Morrison	\$49	60/40
Summer Floral Design	Mina Asadirad	\$70	60/40
Clay Sculpting	Semora McCampbell	\$125	60/40
Glass Pearl Jewelry	Jannete Elgohary	\$65	60/40
Intro to Epoxy Clay	Karon Cotton	\$49	60/40
Metal Etching	Karon Cotton	\$69	60/40
Around the Home & Garden			
Electrical Repairs	Phil Famolaro	\$105	60/40
Electronics Job Training	Phil Famolaro	\$105	60/40
Plumbing Repairs	Phil Famolaro	\$105	60/40
Succulent Birdhouse	Anne Huber	\$25	70/30
Plate Garden Flower Workshop	Beth Davidson	\$30	70/30
Miniature Gardens	Anne Huber	\$30	70/30
Terrarium Workshop	Anne Huber	\$25	70/30
Windchimes	Beth Davidson	\$30	70/30
Suncatcher Workshop	Beth Davidson	\$30	70/30
Tillandsia (Airplant) Workshop	Anne Huber	\$25	70/30
Furniture Upholstery	Paul Dominguez	\$89	60/40
Automotive			
BAR Update	James Rudd	\$295	60/40
BAR Inspection	James Rudd	\$75	60/40
CCDET Smoke Opacity	James Rudd	\$175	60/40
DEAM Certification	James Rudd	\$175	60/40
Electrical I & II	Glen Hammond	\$200	60/40
EPA Certification	James Rudd	\$215	60/40
Auto Wholesale Business	Ronald Williams	\$85	60/40
HVAC I & II	Glen Hammond	\$200	60/40
Transit Vehicle Safety	Noemi English	\$100	60/40
Auto Upholstery	Paciano Dominguez	\$89	60/40
Business & Careers			
Become A Floral Designer	Mina Asadirad	\$85	60/40
Become A Notary Public	Notary Public Seminars, Inc.	\$85	60/40
Renewing Notaries	Notary Public Seminars, Inc	\$49	60/40
Loan Signing	Notary Public Seminars, Inc.	\$89	60/40
Build Your Own Website	Michael Rounds	\$39	60/40
Become A Professional Organizer	Nancy Miller	\$39	60/40
Patents, Trademarks & Copyrights	Nancy Miller	\$39	60/40

COMMUNITY SERVICES – SUMMER 2018 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Self-Publish for Free	Michael Rounds	\$39	60/40
How to Sell on eBay	Francis Greenspan	\$79	60/40
Voice Overs-Now is Your Time!	Such A Voice	\$29	60/40
The Role of Human Resources	Silvia Gonzalez	\$89	60/40
Cart Vending	Gene Konstant	\$39	60/40
Freelance Accountant	Ruby Flores	\$89	60/40
Solo/Socialpreneur	Gene Konstant	\$39	60/40
Home Based Business	LeeAnne Krusemark	\$29	60/40
Typing/Word Processing Business	LeeAnne Krusemark	\$15	60/40
Getting Published	LeeAnne Krusemark	\$29	60/40
Meet the Publisher	LeeAnne Krusemark	\$15	60/40
Screenwriting for TV & Movies	LeeAnne Krusemark	\$29	60/40
Online Blogs, Magazines & Websites	LeeAnne Krusemark	\$15	60/40
Become A Mystery Shopper	Jennifer Schutza	\$39	60/40
Make-Up 101	Michelle Jackson	\$65	60/40
Phlebotomy Technician	AUMT Institute	\$2000	30/70
The Fun of Public Speaking	Donna Valenti	\$49	60/40
How to Write a Professional Letter/Email	Janella Simpson	\$49	60/40
Effective Communication Strategies	Josue Guadarrama	\$25	60/40
Contractor License	Phil Famolaro	\$125	60/40
Financial Literacy	Gene Konstant	\$39	60/40
Funding A Business	Gene Konstant	\$39	60/40
Entrepreneur School	Christopher Trujillo	\$100	60/40
College For Kids			
Music Around the World	Jennifer Schutza	\$89	60/40
Musical Theatre	Camelot Academy	\$135	60/40
Draw & Write	Mary Alice Perez	\$59	60/40
Around the World Art	Erna van Dyk	\$165	70/30
Under the Sea	Erna van Dyk	\$165	70/30
Mighty Jungle	Erma vanDyk	\$165	70/30
Dragonfly Summer Camp	Beth Davidson	\$165/\$345	70/30
Mosaics for Kids	Beth Davidson	\$45	70/30
Coding for Kids	Bit Scouts	\$135	70/30
Kid's Fairy Garden	Beth Davisdon	\$25	70/30
Web Development	Bit Scouts	\$135	70/30
Early Reader	Alpine Tutoring	\$89	\$35/hr
Reading Development & Comprehension	Alpine Tutoring	\$89	\$35/hr
Basic Math	Alpine Tutoring	\$89	\$35/hr
Study Skills & Test Taking	Alpine Tutoring	\$89	\$35/hr
Writing Academy	Alpine Tutoring	\$92	60/40
English Composition	Phyllis Neal	\$59	\$30/hr
Seriously Awesome Sitters	Workshops on Wellness	\$39	60/40
Cooking Around the World	Angela Barber	\$79	\$35/hr
SAT Prep	Angela Barber	\$115	\$35/hr
Teen Make-Up & Skin Care	Michelle Jackson	\$39	60/40
Study Your Way to An A	Alpine Tutoring	69	60/40
Crazy Chemworks	Mad Science	\$130	60/40
NASA Jr. Astronauts	Mad Science	\$130	60/40
Galaxy Defenders	Mad Science	\$130	60/40
Secret Agent Lab	Mad Science	\$130	60/40
Robots 101	Mad Science	\$130	60/40
MakerStudio Drone Developer	Brainstrom Studios	\$180	60/40
Young Einsteins: LEGO Lab	Brainstrom Studios	\$180	60/40
LEGO Engineering: Jedi Academy	Brainstrom Studios	\$180	60/40

COMMUNITY SERVICES – SUMMER 2018 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
LEGO Engineering & Robotics	Brainstrom Studios	\$180	60/40
Minecraft Coddling/Modding	Brainstrom Studios	\$180	60/40
Moviemaker: LEGO Animation	Brainstrom Studios	\$180	60/40
Moviemaker: 3D Animation	Brainstrom Studios	\$180	60/40
Galaxy Far Away	Bricks4Kidz	\$125	60/40
Engineers Summer Camp	Bricks4Kidz	\$125	60/40
Comic Creator Camp	Bricks4Kidz	\$130	60/40
Remote Control Mania Camp	Bricks4Kidz	\$130	60/40
Lego Live Action Flix	Incrediflix	\$140	60/40
Minecraft Flix	Incrediflix	\$140	60/40
Online Driver's Ed	Erika Vieyra	\$55	60/40
Spanish For Kids	Sonia Maldonado	\$69	60/40
Game Making Camp	Patricia Waterman	\$125	60/40
Basketball Camp	Rob Wakefield	\$79	60/40
Typing for Kids	Nancy Haugen	\$79	\$35/hr
Digital Photography	Debra Crowley	\$79	\$35/hr
Pre-Algebra	Maryann Jacques	\$99	\$35/hr
Algebra	Maryann Jacques	\$99	\$35/hr
Fractions, Decimals & Percents	Angela Barber	\$99	\$35/hr
Geometry	Angela Barber	\$99	\$35/hr
Aquatics Camp	Alfred Reyes	\$34	60/40
Research Writing Skills	Phyllis Neal	\$59	\$30/hr
Beginning Guitar	Jaime Baeza-Pina	\$69	\$25/hr.
Kids Piano	Omar Avalos	\$69	60/40
Furniture Upholstery for Teens	Paul Dominguez	\$125	60/40
Rhea's Rascals	Rhea Morrison	\$125	60/40
Creative Clay	Semora McCampbell	\$125	60/40
Mixed Media	Semora McCampbell	\$125	60/40
ABC, Phonics & Me	Mary-Alice Perez	\$89	60/40
Draw & Write	Mary-Alice Perez	\$89	60/40
Scratch Programing	Joey Conrad	\$125	60/40
Minecraft	Joey Conrad	\$125	60/40
Youtube Development	Joey Conrad	\$125	60/40
Computers			
MS Applications	Debra Crowley	\$79	\$35/hr
Photoshop Fundamentals	Debra Crowley	\$79	\$35/hr
Digital Photography	Debra Crowley	\$79	\$35/hr
Computer Basics	Dori Dumon	\$44	\$35/hr.
Intro to MS Word	Dori Dumon	\$44	\$35/hr.
Intro to MS Excel	Dori Dumon	\$44	\$35/hr.
Intro to Powerpoint	Dori Dumon	\$44	\$35/hr.
Savvy Cyber Security	James Peters	\$25	60/40
Court Mandated			
Alcohol & Drug Awareness	Pat Verwiel	\$50	50/50
V.C. 14601.1 Suspended License Program	Berry Reed	\$260	50/50
DEJ Deferred Dismissal Drug Program	Diego Fuentes	\$260	50/50
Petty Theft	Lori Thomas	\$65	50/50
Anger Management	Richard Reilley	\$65	50/50
Life Skills	Katherine Boelts	\$65	50/50
Behavior Modifications	Diego Fuentes	\$65	50/50
Domestic Violence Education	Pat Verwiel	\$65	50/50
Victim Impact	Pat Verwiel	\$65	50/50
Relapse Prevention	Pat Verwiel	\$65	50/50

COMMUNITY SERVICES – SUMMER 2018 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Culinary Arts			
Salads the Focal Point	Rhea Morrison	\$49	60/40
BBQ Picnic	Rhea Morrison	\$49	60/40
Dance			
Salsa	Salomon Rivera	\$59	60/40
Caribbean & Latin Dance	Miguel Figueroa	\$69	60/40
Social Dancing	Miguel Figueroa	\$69	60/40
Health, Fitness & Beauty			
Yoga	Kat Shull	\$59	60/40
Tai Chi	Celia Rubalcaba	\$59	60/40
Basic First Aid & CPR	Workshops on Wellness	\$30	60/40
Open Court Badminton	Chi Tran	\$39/\$59	60/40
Stress Management	Kristine Fish	\$95	60/40
Mindful Meditation	April Leyva	\$25	60/40
Essential Oils	Beth Davidson	\$20	70/30
Language			
Conversational Spanish	Alpine Tutoring	\$69	\$35/hr.
Italian For Travelers	Alpine Tutoring	\$69	\$35/hr.
Conversational Italian	Alpine Tutoring	\$69	\$35/hr.
French for Travelers	Alpine Tutoring	\$69	\$35/hr.
Conversational French	Alpine Tutoring	\$69	\$35/hr.
Medical Billing			
Medical Insurance Billing Certificate	Kris Patterson	\$250	60/40
Start A Medical Billing Service	Kris Patterson	\$25	60/40
Medical Front Office	Kris Patterson	\$25	60/40
Money Matters			
Make the Most of Social Security	James Peters	\$25	60/40
Retirement Income	James Peters	\$25	60/40
Estate Conservation	James Peters	\$25	60/40
Recover Your Credit	Gene Konstant	\$39	60/40
Resolving Student Debt & Collection Issues	Gene Konstant	\$39	60/40
Online Workshops			
Internet & Basic Computer Literacy	Education To Go	\$89	\$52
Web Page Design, Graphics & Multimedia	Education To Go	\$89	\$52
Computer Troubleshooting & Networking	Education To Go	\$89	\$52
Computer Programming	Education To Go	\$89	\$52
Digital Photography & Digital Video	Education To Go	\$89	\$52
Languages (various)	Education To Go	\$89	\$52
Writing Courses	Education To Go	\$89	\$52
Entertainment Industry	Education To Go	\$89	\$52
Business Planning & Sales	Education To Go	\$89	\$52
Business Marketing & Accounting	Education To Go	\$89	\$52
Finance, Wealth & Career Building	Education To Go	\$89	\$52
Family, Parenting & Child Care	Education To Go	\$89	\$52
Personal Enrichment	Education To Go	\$89	\$52
Online Career Training Programs			
Business & Professional	Gatlin Education	\$1795	\$300
Healthcare & Fitness	Gatlin Education	\$1795	\$300
Hospitality & Gaming	Gatlin Education	\$1795	\$300
IT & Software Development	Gatlin Education	\$1795	\$300

COMMUNITY SERVICES – SUMMER 2018 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Management & Corporate	Gatlin Education	\$1795	\$300
Media & Design	Gatlin Education	\$1795	\$300
Skilled Trades & Industrial	Gatlin Education	\$1795	\$300
Sustainable Energy & Going Green	Gatlin Education	\$1795	\$300
Real Estate			
Smart Home Buying	Sandy Flores	\$25	60/40
La Compra De Tu Primera Casa	Sandy Flores	\$25	60/40
Real Estate Investing	Gustavo Duran	\$89	60/40
Special Interest			
Overcome Challenges	Josue Guardarrama	\$25	60/40
Travel			
Hollywood Bowl Spectacular	Good Times Travel Tours	\$96	70/30
See Glass By the Seashore	Good Times Travel Tours	\$69	70/30
Malibu Wine Safari	Good Times Travel Tours	\$119	70/30
Glacier Lake	Good Times Travel Tours	\$250/deposit	65/35
Central Coast Lighthouses	Good Times Travel Tours	\$200/deposit	65/35

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

To: Board of Trustees	Date: March 12, 2018
Re: Approval of Santiago Canyon College Community Services Program, Summer 2018	
Action: Request for Approval	

BACKGROUND

The Summer 2018 Community Services Program reflects a comprehensive effort to meet the needs of the community by maintaining quality in community education programming through the development of new courses and promoting on-going revenue generating courses.

ANALYSIS

Santiago Canyon College (SCC) maintains a comprehensive educational Community Services Program that supports RSCCD's vision of "providing comprehensive educational opportunities" and responds to the diverse needs of the community. Community Services continues to expand its educational program by offering more than 120 cost effective classes in the SCC service area. Classes offered are presented to SCC's Curriculum and Instruction Council twice per year to ensure that they do not compete with credit and noncredit course offerings.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Santiago Canyon College Community Services Program for Summer 2018.

Fiscal Impact: \$25,000 revenue	Board Date: March 12, 2018
Prepared by: Jose Vargas, Vice President of Continuing Education	
Submitted by: John C. Hernandez, Ph.D., President	
Recommended by: Raúl Rodriguez, Ph.D., Chancellor	

SANTIAGO CANYON COLLEGE
Community Services Program – Summer 2018

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate SCC/Presenter</u>
Active Adults			
Code Academy: Android Studio	Brainstorm	TBD	TBD
Code Academy: App Dev & Arduino	Brainstorm	TBD	TBD
Code Academy: HTML & CSS	Brainstorm	TBD	TBD
Gamemaker: 2D Game Development	Brainstorm	TBD	TBD
Gamemaker: 3D Game Development w/Unity	Brainstorm	TBD	TBD
Minecraft University: Python Modding	Brainstorm	TBF	TBD
S.T.E.A.M Studio: CodeFlyers Drone Dev.	Brainstorm	TBD	TBD
S.T.E.A.M Studio: 3D Printing	Brainstorm	TBD	TBD
VEX Robotics: BotSports	Brainstorm	TBD	TBD
Online Courses	Education To Go	Varied	Varied
Retired – Now What?	Flora M. Brown	\$49	\$30/hour
Total Fitness	Jeff Nolasco	\$42	\$35/hour
Tai Chi For Balance	Karen Mack	\$99	60/40
Chair Yoga	Mariana Fischer-Militaru	\$16	\$35/hour
Meditation for Everyday	Mariana Fischer-Militaru	\$16	\$35/hour
Yoga for Every Body	Mariana Fischer-Militaru	\$16	\$40/hour
Advanced Retirement Strategies	Pure Financial Advisors	\$49	No Charge
Retirement Planning Today	Pure Financial Advisors	\$49	No Charge
Animal Care			
Basic Dog Manners “Crash Course”	Dog Services Unlimited	\$88	50/50
Frisbee Dogs! Catch the FUN!	Dog Services Unlimited	\$34	50/50
Online Courses	Education To Go	Varied	Varied
How to Help Your Dog Help Others	Kim Pagonos	\$78	60/40
S.T.A.R. Puppy	Kim Pagonos	\$78	60/40
Around the Home & Garden			
Online Courses	Education To Go	Varied	Varied
Arts & Crafts			
Printmaking for Fun	Deborah Goldman	\$120	60/40
Drawing & Painting with Pastels	Dori Dewberry	\$120	60/40
Online Courses	Education To Go	Varied	Varied
Summer Cake/Cookie Decorating	Elizabeth Perreault	\$1520	60/40
Introduction to Drawing	Jennifer Lee	\$69	60/40
Mixed Media	Jennifer Lee	\$30	60/40
Pastels for Beginners	Jennifer Lee	\$TBD	60/40
Summer Still Life Workshop	Jennifer Lee	\$30	60/40
Watercolor	Jennifer Lee	\$TBD	60/40
The Art of Balloon Twisting	Kim-Yen Gil	\$49	60/40
Become a Floral Designer	Mina Wholesale Flowers	\$70	50/50
Summer Floral Designs	Mina Wholesale Flowers	\$70	50/50
Business & Careers			
LS Exam Review Class	CA Land Surveyors Assoc.	\$400/\$495	Varied

SANTIAGO CANYON COLLEGE
Community Services Program – Summer 2018

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate SCC/Presenter</u>
<i>Business & Careers Continued</i>			
Online Courses	Education To Go	Varied	Varied
How to Sell on EBay	Frances Greenspan	\$65	60/40
Backflow Prevention Device Repair	Gary Blackmore	\$250	\$55/hour
Advanced Computer Aided Drafting	Jeff Covey	\$290	\$50/hour
How to Become a Mystery Shopper	Jennifer Hayes/Schutzta	\$39	60/40
ACLS for Healthcare Professionals	Joe Mendivil	\$170	\$115/Participant
BLS/CPR for Healthcare Professionals	Joe Mendivil	\$50	\$35/Participant
PALS for Healthcare Professionals	Joe Mendivil	\$170	\$115/Participant
Accounting for the Non-Accountants	TBD	\$120	\$40/hour
Medical Front Office Certificate Program	Kris G. Patterson	\$25	60/40
Medical Insurance Billing Certificate Program	Kris G. Patterson	\$150	60/40
Start Your Own Billing Service	Kris G. Patterson	\$25	60/40
Beginner's Guide to Getting Published	LeeAnne Krusemark	\$39	60/40
Explore 250 Home Business Ideas	LeeAnne Krusemark	\$39	60/40
Intro to Screenwriting for TV or Movies	LeeAnne Krusemark	\$19	60/40
Make Money with a VR Assistant/WP Business	LeeAnne Krusemark	\$19	60/40
Meet the Publisher	LeeAnne Krusemark	\$19	60/40
Self-Publishing vs. Traditional Publishing	LeeAnne Krusemark	\$19	60/40
Administrative Professional Certificate	National Career Advancement	TBD	70/30
HVAC (Heating, Ventilation & AC)	National Career Advancement	TBD	70/30
Intermediate Coding: Ruby on Rails and Java	National Career Advancement	TBD	70/30
Introduction to Coding	National Career Advancement	TBD	70/30
Security Specialist	National Career Advancement	TBD	70/30
Become a Notary Public	Notary Public Seminars	\$85	60/40
Certified Loan Signing Agent	Notary Public Seminars	\$89	60/40
Renew Your Notary Commission	Notary Public Seminars	\$50	60/40
Wholesale Auto Dealer	Ronald Williams	\$89	60/40
Human Resources Series	Silvia Gonzalez	\$120	60/40
• What is Human Resources?	Silvia Gonzalez	\$39	60/40
• How to Manage Diversity	Silvia Gonzalez	\$39	60/40
• Avoid Employment Litigation	Silvia Gonzalez	\$39	60/40
Water Certification Continuing Ed Units	Stephen McLean	\$2,400	\$55/hour
Intro/Advanced QuickBooks	TBD	\$99	TBD
Introduction to Voiceovers	Voices for All	\$29	60/40
<i>College For Kids</i>			
Yoga for Kids	Alexandra Boggio	\$89	60/40
Algebra (Grades 7-10)	Alpine Tutoring	\$99	\$38/hour
Algebra I (Grades 8-10)	Alpine Tutoring	\$84	\$38/hour
Basic Math Review (Grades 3-4)	Alpine Tutoring	\$99	\$38/hour
Basic Math Review (Grades 5-6)	Alpine Tutoring	\$99	\$38/hour
Early Reader	Alpine Tutoring	\$89	\$38/hour
Geometry (Grades 9-11)	Alpine Tutoring	\$99	\$38/hour
NEW SAT Preparation	Alpine Tutoring	\$99	\$38/Hour

SANTIAGO CANYON COLLEGE
Community Services Program – Summer 2018

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u> <u>SCC/Presenter</u>
College For Kids Continued			
Pre-Algebra (Entering Grades 7-8)	Alpine Tutoring	\$99	\$38/hour
Reading Development (Grades 1-2)	Alpine Tutoring	\$89	\$38/hour
Reading Development & Com. (Grades 3-5)	Alpine Tutoring	\$89	\$38/hour
Stellar College Application Essay	Alpine Tutoring	\$89	\$38/hour
Study Skills for Struggling Students	Alpine Tutoring	\$39	\$38/hour
Writing Academy (Grades 1-2)	Alpine Tutoring	\$84	\$38/hour
Writing Academy (Grades 3-5)	Alpine Tutoring	\$84	\$38/hour
Writing Academy (Grades 6-8)	Alpine Tutoring	\$84	\$38/hour
Basic Math Skills (Grades 4-5)	Alpine Tutoring	\$84	\$35/hour
Creative Writing (Grades 4-5)	Alpine Tutoring	\$84	\$35/hour
Language Arts Development (Grades 4-5)	Alpine Tutoring	\$84	\$35/hour
Reading Comprehension & Development (4-5)	Alpine Tutoring	\$84	\$35/hour
Coding for Kids, Augmented Reality (Grades 4-6)	Bit Scouts	\$135	\$80/Person
Coding for Kids, Jr. (Grades 1-3)	Bit Scouts	\$135	\$80/Person
Coding for Kids, (Grades 4-6)	Bit Scouts	\$135	\$80/Person
Python Programming (Grades 7-9)	Bit Scouts	\$135	\$80/Person
Python Programming (Grades 10-12)	Bit Scouts	\$135	\$80/Person
Web Development Immersive (Grades 7-9)	Bit Scouts	\$135	\$80/Person
Code Academy: Advanced Apps w/Android (4-6)	Brainstorm	TBD	TBD
Code Academy: Android Studio (Grades 7-12)	Brainstorm	TBD	TBD
Code Academy: App Dev & Arduino (G 4-6)	Brainstorm	TBD	TBD
Code Academy: App Dev & Arduino (G G-12)	Brainstorm	TBD	TBD
Code Academy: App Dev & Game Dev (G 4-6)	Brainstorm	TBD	TBD
Code Academy: HTML & CSS (Grades 7-12)	Brainstorm	TBD	TBD
Code Academy: IT & Cyber Security (G 4-6)	Brainstorm	TBD	TBD
Code Academy: Kodu Game Lab (G 1-3)	Brainstorm	TBD	TBD
Code Academy: Python (Grades 4-6)	Brainstorm	TBD	TBD
Code Academy: Python (Grades 7-12)	Brainstorm	TBD	TBD
Code Academy: Scratch Programming (G 1-3)	Brainstorm	TBD	TBD
Code Academy: Scratch Programming (G 4-6)	Brainstorm	TBD	TBD
Code Academy: Tech Titans (Grades 4-6)	Brainstorm	TBD	TBD
Code Academy: Web Development (G 4-6)	Brainstorm	TBD	TBD
First Lego League Robotics (Grades 4-6)	Brainstorm	TBD	TBD
Gamemaker: Code & Create (Grades 4-6)	Brainstorm	TBD	TBD
Gamemaker: 2D Game Development (G 4-6)	Brainstorm	TBD	TBD
Gamemaker: 2D Game Development (G 7-12)	Brainstorm	TBD	TBD
Gamemaker: 3D Game Development w/Unity	Brainstorm	TBD	TBD
Lego Engineering: Jedi Academy (Grades 1-3)	Brainstorm	TBD	TBD
Lego Engineering: Medieval Machines (G 1-3)	Brainstorm	TBD	TBD
Lego Engineering: Modern Machines (G 1-3)	Brainstorm	TBD	TBD
Lego Engineering & Robotics (Grades 4-6)	Brainstorm	TBD	TBD
Lego Engineering: Superhero City (Grades 1-3)	Brainstorm	TBD	TBD
Lego Robotics Academy (Grades 4-6)	Brainstorm	TBD	TBD
Lego Robotics Academy (Grades 7-12)	Brainstorm	TBD	TBD
Lego Robotics BattleBots (Grades 4-6)	Brainstorm	TBD	TBD

SANTIAGO CANYON COLLEGE
Community Services Program – Summer 2018

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate SCC/Presenter</u>
College For Kids Continued			
Minecraft University: Advanced Modding (G 4-6)	Brainstorm	TBD	TBD
Minecraft University: California Missions (G 4-6)	Brainstorm	TBD	TBD
Minecraft University: Circuits/Electronics (G 4-6)	Brainstorm	TBD	TBD
Minecraft University: Civilizations (Grades 4-6)	Brainstorm	TBD	TBD
Minecraft University: Dinocraft (Grades 4-6)	Brainstorm	TBD	TBD
Minecraft University: Gold Rush (Grades 4-6)	Brainstorm	TBD	TBD
Minecraft University: Math (Grades 4-6)	Brainstorm	TBD	TBD
Minecraft University: Python Modding (G 4-6)	Brainstorm	TBD	TBD
Minecraft University: Python Modding (G 7-12)	Brainstorm	TBD	TBD
Minecraft University: Python Temple (G 4-6)	Brainstorm	TBD	TBD
Minecraft University: Python Temple (G 7-12)	Brainstorm	TBD	TBD
Minecraft University: Revolutions (Grades 4-6)	Brainstorm	TBD	TBD
Minecraft University: Robotics Program (G 4-6)	Brainstorm	TBD	TBD
Minecraft University: Rocketry (Grades 4-6)	Brainstorm	TBD	TBD
S.T.E.A.M Studio: CodeFlyers Drone Dev. (4-6)	Brainstorm	TBD	TBD
S.T.E.A.M Studio: CodeFlyers Drone Dev. (7-12)	Brainstorm	TBD	TBD
S.T.E.A.M Studio: 3D Printing (Grades 4-6)	Brainstorm	TBD	TBD
S.T.E.A.M Studio: 3D Printing (Grades 7-12)	Brainstorm	TBD	TBD
S.T.E.A.M Studio: Rocketry (Grades 4-6)	Brainstorm	TBD	TBD
S.T.E.A.M Studio: Rocketry (Grades 7-12)	Brainstorm	TBD	TBD
STEAM University: Excellence/Engineer (G 1-3)	Brainstorm	TBD	TBD
STEAM University: Excellence/Engineer (G 4-6)	Brainstorm	TBD	TBD
STEAM University: Mastering Math (G 1-3)	Brainstorm	TBD	TBD
STEAM University: Mastering Math (G 4-6)	Brainstorm	TBD	TBD
STEAM University: Success in Science (G 1-3)	Brainstorm	TBD	TBD
STEAM University: Success in Science (G 4-6)	Brainstorm	TBD	TBD
STEAM University: Teaching w/Tech (G 1-3)	Brainstorm	TBD	TBD
STEAM University: Teaching w/Tech (G 4-6)	Brainstorm	TBD	TBD
VEX Robotics: BotSports (Grades 7-12)	Brainstorm	TBD	TBD
VEX Robotics: BotSports (Grades 4-6)	Brainstorm	TBD	TBD
Young Einstein (Grade K)	Brainstorm	TBD	TBD
Young Einstein: STEM Lab (Grades 1-3)	Brainstorm	TBD	TBD
Young Einstein: STEM Lab Squared (G 1-3)	Brainstorm	TBD	TBD
Young Einstein: STEM Lab Cubed (G 1-3)	Brainstorm	TBD	TBD
Young Einstein: Tech Academy (G 1-3)	Brainstorm	TBD	TBD
Galaxy Far Away with Lego (Ages 6-12)	Bricks 4 Kidz	\$119	TBD
Remote Control Mania (Ages 6-12)	Bricks 4 Kidz	\$129	TBD
Classic Adventures! (Ages 6-12)	Bricks 4 Kidz	\$135	TBD
Brick World! (Ages 6-12)	Bricks 4 Kidz	\$135	TBD
LEGO! ®	Bricks 4 Kidz	\$135	TBD
Remote Control Mania! (Ages 7-12)	Bricks 4 Kidz	\$135	TBD
Self Defense for Kids	Celis Joseph	TBD	TBD
Entrepreneur School Jr. (Ages 9-13)	Christopher J. Trujillo	\$85	TBD
Entrepreneur School (Ages 14-18)	Christopher J. Trujillo	\$85	TBD
Basic Math Skills (Grades 2-3)	Courtney Depsky	\$84	\$35/hour

SANTIAGO CANYON COLLEGE
Community Services Program – Summer 2018

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u> <u>SCC/Presenter</u>
College For Kids Continued			
Creative Writing (Grades 2-3)	Courtney Depsky	\$84	\$35/hour
First Grade Prep	Courtney Depsky	\$84	\$35/hour
Language Arts Development (Grades 2-3)	Courtney Depsky	\$84	\$35/hour
Reading Comprehension & Development (2-3)	Courtney Depsky	\$84	\$35/hour
Natural A's (Ages 10-17)	Curtis Adney	\$49	60/40
Exploring Photoshop (Ages 13-17)	Dori Dumon	\$85	\$35/hour
Action Movie Flix (Ages 7-13)	IncrediFlix	\$140	\$95.20/Person
Full Day Action & Lego Flix Camp (7-13)	IncrediFlix	\$252	\$171.36/Person
Lego Flix (Ages 7-13)	IncrediFlix	\$140	\$95.20/Person
Star Wars & Lego Flix Camp (7-13)	IncrediFlix	\$252	\$171.36/Person
Star Wars Live Action (Ages 7-13)	IncrediFlix	\$140	\$95.20/Person
Stop Motion Tricks & Effects (Ages 7-13)	IncrediFlix	\$140	\$95.20/Person
Video Editing	Jacob Mindes	TBD	TBD
YouTube Channel	Jacob Mindes	TBD	TBD
Young Writers	Jacob Mindes	TBD	TBD
Debate Camp (Grades 7-12)	Jared Kubicka-Miller	\$400	\$35/hour
Writing a College Application Essay (10-12)	Jayne Munoz	\$59	\$40/hour
Writing Workshop-Grammar & Composition	Jayne Munoz	TBD	\$40/hour
Premium Hoops Basketball Camp	Jeff Bonds	\$150	\$95/person
Sports Camp	Jeff Bonds	\$150	\$95/person
Animation – Learning to Draw	Jennifer Lee	TBD	60/40
Kids Mixed Media Studio (Ages 7-12)	Jennifer Lee	\$120	60/40
Teen Mixed Media Studio (Ages 13-16)	Jennifer Lee	\$120	60/40
Contemporary Dance Camp	Juliana Carbonaro	TBD	TBD
Hip Hop Dance Camp	Juliana Carbonaro	TBD	TBD
Pop Music Dance Camp	Juliana Carbonaro	TBD	TBD
Photography Study Hall (Ages 6-13)	Julie Diebolt-Price	\$39	50/50
Balloon Twisting for Kids	Kim-Yen Gil	\$120	60/40
Chemical Detectives (Ages 5-12)	Mad Science	\$150	\$89/Person
Little Green Thumbs (Ages 5-12)	Mad Science	\$150	\$89/Person
Junior Robot Engineers (Ages 5-12)	Mad Science	\$150	\$89/Person
Wings and Things (Ages 5-12)	Mad Science	\$150	\$89/Person
Rockin Rocket Scientists (Ages 5-12)	Mad Science	\$150	\$89/Person
Jr. Gemologists	Michael Miller	TBD	TBD
Private Swim Lessons	N. Irvine Water Polo Club	\$30	75/25
Recreational Swimming (Ages 13+)	N. Irvine Water Polo Club	\$60	25/75
Swim Lessons	N. Irvine Water Polo Club	\$60	25/75
Swim Camp (Ages 5-13)	N. Irvine Water Polo Club	\$125	25/75
Water Polo Camp (Ages 7-14)	N. Irvine Water Polo Club	\$125	25/75
ESL – Learning the Basics	Nayrouz Raslan	TBD	\$30/hour
Keyboarding for Kids (Ages 8-12)	Nancy Haugen	\$79	\$35/hour
Composition & Writing Skills (Grades 4-6)	Phyllis Neal	\$59	\$35/hour
Research & Writing Skills (Grades 4-6)	Phyllis Neal	\$59	\$35/hour
Jedi Engineering LEGO® Materials (Ages 5-6)	Play-Well TEKnologies	\$150	\$96/Person
Jedi Master Engineering LEGO® (AGES 7-12)	Play-Well TEKnologies	\$150	\$96/Person

SANTIAGO CANYON COLLEGE
Community Services Program – Summer 2018

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate SCC/Presenter</u>
College For Kids Continued			
Beginning Guitar for Kids (Ages 8-16)	Ron Gorman	\$99	50/50
Seriously Awesome Sitters	Sabrina Bradley	\$39	60/40
Zumba for Kids	Salomon Rivera	\$59	60/40
Beginner/Intermediate Spanish (Ages 10-14)	Sonia Maldonado	\$79	\$35/hour
Beginner/Intermediate Spanish (Ages 6-9)	Sonia Maldonado	\$79	\$35/hour
Acting Fundamentals (Ages 8-16)	Tara Meyer	\$59	\$35/hour
Modeling and Style (Ages 11-16)	Tara Meyer	\$59	\$35/hour
Basketball Training for Beginners	Thomas Foroughi	\$65	TBD
Princess Dance Camp (Ages 4-6)	The Dance Centre	\$150	50/50
Queen Ballet Camp (Ages 6-9)	Val Weaver Dance Center	\$150	50/50
Pop Star Dance Camp (Ages 6-9)	Val Weaver Dance Center	\$150	50/50
Computers			
YouTube Channel	Adam Morgan	TBD	\$30/hour
Intro and Intermediate Publisher	Adam/Analisa Morgan	\$89	\$30/hour
Introduction to Lightroom/Photoshop	TBD	\$99	TBD
Computer Basic	Adriel Samaniego	\$45	\$30/hour
How to Use Your Smart Phone!	Adriel Samaniego	\$45	\$30/hour
Introduction to Microsoft Windows	Adriel Samaniego	\$45	\$30/hour
Managing Your Computer Files	Adriel Samaniego	\$45	\$30/hour
Managing Your E-Mail & Calendar	Adriel Samaniego	\$45	\$30/hour
Microsoft Word - Part I/ Pat II	Adriel Samaniego	\$45	\$30/hour
Python Programming for Adults	Bit Scouts	\$135	\$80/Person
MS Excel – Part I/ Part II	Dori Dumon	\$89	\$40/hour
Photoshop Fundamentals	Dori Dumon	\$89	\$35/hour
Online Courses	Education To Go	Varied	Varied
Little Writers Workshop	Jacob Mindes	TBD	TBD
Video Editing	TBD	\$120.00	TBD
Dance			
Ballroom Dance	Diana Krivosheya	\$59	60/40
Beginning Social Dance	Diana Krivosheya	\$59	60/40
Showcase Choreography	Carrie Woodson	TBD	TBD
Hip Hop Dance Party	Juliana Carbonaro	\$59	\$30/hour
Jazz for Beginners	Juliana Carbonaro	\$59	\$30/hour
Latin Dance Bootcamp	Salomon Rivera	\$59	60/40
Sizzling Salsa Level I & II	Salomon Rivera	\$59	60/40
Zumba	Salomon Rivera	\$59	60/40
Beginning Adult Tap	The Dance Centre	\$69	50/50
Beginner Line Dance	The Dance Center	\$50	50/50
Intermediate Line Dance	The Dance Center	\$60	50/50
Swing Dance	The Dance Center	\$72	50/50
Gemology			
Color Me Purple	John Eyre	\$35	60/40

SANTIAGO CANYON COLLEGE
Community Services Program – Summer 2018

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate SCC/Presenter</u>
<i>Gemology Continued</i>			
Deceivers and Destroyers in the Gem World	John Eyre	\$35	60/40
Gemstone Buyers Beware	John Eyre	\$35	60/40
Everything You Wanted to Know About Gems	Michael Miller	TBD	TBD
Color Stones	Michael Miller	TBD	TBD
Jewelry Appraising Explained	Michael Miller	TBD	TBD
Jewelry Bench Explained	Michael Miller	TBD	TBD
<i>Health, Beauty & Fitness</i>			
Restorative	Alexandra Boggio	\$89	60/40
Yoga for Relaxation/Renewal	Alexandra Boggio	\$89	60/40
Online Courses	Education To Go	Varied	Varied
Chair Yoga	Mariana Fischer-Militaru	\$89	60/40
Hatha Yoga	Mariana Fischer-Militaru	\$89	60/40
Back to Basics Make-up and Skin Care	Michelle Jackson	\$59	60/40
Beauty Trends: Make-up Workshop	Michelle Jackson	\$65	60/40
Private Swim Lessons	N. Irvine Water Polo Club	\$60	75/25
Adult Swim Lap	Premier Swim	\$99	60/40
Adult Water Aerobics	Premier Swim	\$99	60/40
Fit Body Bootcamp	Thomas Foroughi	\$65	TBD
Pilates	TBD	TBD	TBD
Family Yoga	TBD	\$89	TBD
<i>Language</i>			
Spanish At Home	Rigoberto Barreto	\$99	\$30/hour
Spanish At Work	Rigoberto Barreto	\$99	\$30/hour
Italian for Travelers Part I & Part II	Alpine Tutoring	\$69	\$38/hour
Online Courses	Education To Go	Varied	Varied
Fast Fun French	Katherine Watson	\$59	60/40
English Language Program (ELP)	Nayrouz Raslan	\$862-\$3,450	TBD
<i>Money Matters</i>			
Online Courses	Education To Go	Varied	Varied
Estate Planning for Everyone	Jalon O'Connell	\$45	No Charge
Investment Bootcamp	Jalon O'Connell	\$45	No Charge
Master Your Investments	Jalon O'Connell	\$49	No Charge
Mutual Funds and Annuities Explained	Jalon O'Connell	\$45	No Charge
Stocks, Bonds and Mutual Bonds	Jalon O'Connell	\$49	No Charge
College Funding & Planning A-Z	Michael Alimo	\$10	No Charge
Modern Retirement	Pinnacle Financial	\$29/\$59	60/40
Savvy Social Security Planning	Pinnacle Financial	\$29	60/40
Retirement Course	Pure Financial Advisors	\$49	No Charge
<i>Music</i>			
Online Courses	Education To Go	Varied	Varied
Beginning & Intermediate Guitar	Ron Gorman	\$99	50/50

SANTIAGO CANYON COLLEGE
Community Services Program – Summer 2018

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate SCC/Presenter</u>
<i>Music Continued</i>			
Beginning Ukulele	Ron Gorman	\$99	50/50
SCC Community Chorale	Lee Lee Truong-Sawicki	\$60	\$25/hour
<i>Personal Enrichment</i>			
Creating Balance	Bonnie Henderson	\$20	60/40
Cultivating Happiness	Bonnie Henderson	\$85	60/40
Journaling for Success	Bonnie Henderson	\$20	60/40
Meaningful Goals for Powerful Results	Bonnie Henderson	\$20	60/40
Powerful Goal Setting	Bonnie Henderson	\$85	60/40
Stress Management	Bonnie Henderson	\$20	60/40
Time Management	Bonnie Henderson	\$20	60/40
Online Courses	Education To Go	Varied	Varied
Feng Shui & Chinese Astrology	Kim-Yen Gil	\$59	60/40
Overcome Anxiety & Panic Forever	Nick Lazaris	\$29	50/50
Assertiveness Skills for Toxic Relationship	Nick Lazaris	\$29	50/50
Overcome Your Fear of Public Speaking	Nick Lazaris	\$29	50/50
Identify Your Perfect Career	Sue Montelone	\$39	60/40
<i>Real Estate</i>			
Real Estate License Prep	Alana Gates	\$25	60/40
Online Courses	Education To Go	Varied	Varied
Real Estate Investments	Gustavo A. Duran	TBD	TBD
How to Sell Residential Real Estate	TBD	\$49	50/50
<i>Special Interest</i>			
Online Courses	Education To Go	Varied	Varied
Basic Digital Cameras	Julie Diebolt Price	\$69	50/50
How to Start a Business	Julie Diebolt Price	\$89	50/50
Introduction to Digital Photography	Julie Diebolt Price	\$149	50/50
Intermediate/Advanced Digital Photography	Julie Diebolt Price	\$99	50/50
iPhone Photography	Julie Diebolt Price	\$89	50/50
Night Photography Series	Julie Diebolt Price	\$69	50/50
Open Lab Lightroom + Photoshop Time	Julie Diebolt Price	\$69	50/50
Outdoor Photography at Tucker Wildlife	Julie Diebolt Price	\$49	50/50
The Novice Photographer	Julie Diebolt Price	\$35	50/50
Personal Projects in Photography	Julie Diebolt Price	\$129	50/50
Photography Study Hall	Julie Diebolt Price	\$39	50/50
Stock Photography Basics	Julie Diebolt Price	\$29	50/50
Student Review	Julie Diebolt Price	\$19	50/50
Sunrise at Bolsa Chica	Julie Diebolt Price	TBD	50/50
Balloon Twisting	Kim-Yen Gil	\$49	60/40
Journey Into Your Inner Wisdom	Kim-Yen Gil	\$39	60/40
Your Personal Destiny Revealed	Kim-Yen Gil	\$59	60/40
Save Money with Extreme Couponing	LeeAnne Krusemark	\$19	60/40

SANTIAGO CANYON COLLEGE
Community Services Program – Summer 2018

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate SCC/Presenter</u>
<i>Special Interest Continued</i>			
How to Stand Out as a Writer	Nikki Hanna	TBD	TBD
Basic First Aid	Sabrina Bradley	\$29	60/40
CPR	Sabrina Bradley	\$29	60/40
Behind the Classics	Theo Siegel	TBD	TBD
Songwriting	TBD	TBD	TBD
<i>Test Preparation</i>			
Math Tutoring	Alicia Frost	\$20	50/50
Online Courses	Education To Go	Varied	Varied
Online Driver's Education	Safety Drivers Ed	\$45	50/50
<i>Travel</i>			
A Millionaire Christmas	Good Times Travel	\$120/\$69	\$71-\$47/pp
As Seen in La La Land	Good Times Travel	\$120/\$69	\$71-\$47/pp
Coastal Missions by Rail	Good Times Travel	\$120/\$69	\$71-\$47/pp
Dream Homes by the Sea	Good Times Travel	\$120/\$69	\$71-\$47/pp
Hollywood Bowl 4th of July Spectacular	Good Times Travel	\$120/\$69	\$71-\$47/pp
John Wayne's Wild Goose	Good Times Travel	\$120/\$69	\$71-\$47/pp
King Tut & The Mysteries of Egypt	Good Times Travel	\$120/\$69	\$71-\$47/pp
Malibu Wine Safari	Good Times Travel	\$120/\$69	\$71-\$47/pp
Murder Mystery Train	Good Times Travel	\$120/\$69	\$71-\$47/pp
Nethercutt & North Woods	Good Times Travel	\$120/\$69	\$71-\$47/pp
New Year's Eve Matinee Celebration	Good Times Travel	\$120/\$69	\$71-\$47/pp
Riviera & Reagan By Rail	Good Times Travel	\$120/\$69	\$71-\$47/pp
San Diego Sunset Luau	Good Times Travel	\$120/\$69	\$71-\$47/pp
Seeglass by the Seashore	Good Times Travel	\$120/\$69	\$71-\$47/pp
Victorian & Venetian Bembridge House/Gondola	Good Times Travel	\$120/\$69	\$71-\$47/pp
Coastal Safari – Multi Day Tour	Good Times Travel	TBA	65/35
Death Valley – Multi Day Tour	Good Times Travel	TBA	65/35
Sweet & Savory & SLO – Multi Day Tour	Good Times Travel	TBA	65/35
Color Country Escape – Multi Day Tour	Good Times Travel	TBA	65/35
Chicago & The Grand Hotel – Multi Day Tour	Good Times Travel	TBA	65/35
Canadian Rockies & Calgary Stampede	Good Times Travel	TBA	65/35
Central Coast Lighthouses, Redwoods & Rails	Good Times Travel	TBA	65/35
New England Fall Foliage	Good Times Travel	TBA	65/35
Apple Farm Inn "Christmas," by Rail	Good Times Travel	TBA	65/35

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Santa Ana College – Student Services

To:	Board of Trustees	Date: March 12, 2018
Re:	Approval of College and Career Access Pathways (CCAP), a Dual Enrollment Partnership Agreement 2018-2019 between Rancho Santiago Community College District (RSCCD) and Santa Ana Unified School District (SAUSD).	
Action:	Request for Approval	

BACKGROUND

Santa Ana College and Santa Ana Unified School District desire to enter into this CCAP, a Dual Enrollment Partnership Agreement 2018-2019 for the purpose of expanding dual enrollment opportunities consistent with the provisions of AB 288, for high school students, with the goal of developing seamless pathways from high school to community college. Dual Enrollment is one of the five commitments which falls under the Santa Ana Promise. This CCAP, a Dual Enrollment Partnership Agreement 2018-2019, will help further strengthen the collaboration between Santa Ana College and Santa Ana Unified School District.

ANALYSIS

The CCAP, a Dual Enrollment Partnership Agreement 2018-2019 will allow Santa Ana College to close dual enrollment classes to the public and, in certain cases, collect apportionment that could not be collected if the CCAP, a Dual Enrollment Partnership Agreement 2018-2019 is not implemented. The CCAP, a Dual Enrollment Partnership Agreement 2018-2019 will allow Santa Ana College to offer additional opportunities for Santa Ana Unified School District students to complete identified pathways while they are high school students.

The CCAP, a Dual Enrollment Partnership Agreement 2018-2019 was presented to the Board of Trustees for information on February 26, 2018.

RECOMMENDATION

It is recommended that the Board of Trustees approve the College and Career Access Pathways (CCAP), a Dual Enrollment Partnership Agreement 2018-2019 between Rancho Santiago Community College District (RSCCD) and Santa Ana Unified School District (SAUSD) as presented.

Fiscal Impact:	Apportionment	Board Date: March 12, 2018
Prepared by:	Victoria Lugo, Interim Vice President of Student Services Alicia Kruizenga, Dean, Student Affairs	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

**COLLEGE AND CAREER ACCESS PATHWAYS
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT
2018-2019**

This is a College and Career Access Pathway Partnership Agreement (CCAP) hereinafter known as “Agreement” between Rancho Santiago Community College District (RSCCD) hereinafter known as “COLLEGE” and Santa Ana Unified School District hereinafter known as “SCHOOL DISTRICT”.

WHEREAS, the mission of the COLLEGE includes providing educational programs and services that are responsive to the needs of the students and communities within the Rancho Santiago Community College District; and

WHEREAS, the COLLEGE and the DISTRICT have established a successful history of collaboration and mutual support to provide students and local communities with exceptional educational programs and activities; and

WHEREAS, the DISTRICT continues to find ways to broaden advanced educational opportunities for students including college preparatory and college credit courses; and desires to expand dual enrollment opportunities for students; and

WHEREAS, the COLLEGE is willing to offer college courses at DISTRICT high school campuses which will benefit DISTRICT students by providing a convenient location and schedule; and

WHEREAS, students who complete college credit while enrolled in high school are more likely to earn high school diplomas, to enroll in community colleges and four-year colleges, to attend post-secondary education on a full-time basis, and to complete degrees in those institutions than students without these experiences; and

WHEREAS, COLLEGE and SCHOOL DISTRICT desire to enter into this CCAP Agreement for the purpose of expanding dual enrollment opportunities, consistent with the provisions of AB 288, for high school students “who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” Sec. 2 (a) and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations and procedures promulgated by applicable law, the California Community College Chancellor’s Office and COLLEGE;

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of the community colleges pursuant to Section 66010.4, and that pupils participating in a CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the community college; Sec. 2(k)(3)

NOW THEREFORE, the COLLEGE and SCHOOL DISTRICT agree as follows:

1. TERM OF AGREEMENT

- 1.1 The term of this CCAP Agreement shall be for three years beginning on June 1, 2018, and ending on June 30, 2020, and requires renewal every three years by July 1, unless otherwise terminated in accordance with Section 22 of this Agreement.
- 1.2 This CCAP Agreement outlines the terms of the Agreement. The CCAP Agreement Appendix shall specify additional detail regarding, but not be limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses. The CCAP Agreement Appendix shall also establish protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses. Sec. 2 (c)(1)
- 1.3 The CCAP Agreement Appendix shall identify a point of contact for the participating community college district and school district partner. Sec. 2 (c)(2)
- 1.4 A copy of the COLLEGE AND SCHOOL DISTRICT CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the department [California Department of Education] before the start of the CCAP partnership. Sec. 2 (c)(3)
- 1.5 The governing board of each district, at a subsequent open public meeting of that board, shall take comments from the public and approve or disapprove the proposed agreement.
- 1.6 COLLEGE and SCHOOL DISTRICT shall ensure that two public (informational and adoption) meetings are held in the review and approval of this CCAP Agreement. Sec. 2 (b)

2. COMMUNITY COLLEGE DISTRICTS AUTHORIZING THE CCAP PARTNERSHIPS WITH SCHOOL DISTRICTS DEFINITIONS

- 2.1 CCAP Agreement Courses - Courses offered as part of this CCAP Agreement shall be community college courses acceptable towards a career technical education credential or certificate, or preparation for transfer, or appropriate to improve high school graduation rates or help high school pupils achieve college and career readiness. All community college courses offered at the SCHOOL DISTRICT have been approved in accordance with the policies and guidelines of RSCCD and applicable law. Sec. 2 (a)

- 2.2 Consistent with AB 288, this CCAP Agreement may include “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)
- 2.3 High school pupils enrolled in a course offered through a CCAP partnership shall not be assessed any fee that is prohibited by Section 49011. SAUSD students will not be required to pay the Health Fee, however, SAUSD will be expected to: provide appropriate health support to students and staff. Any fees deemed to be required by law will be paid from the Early College Endowment established as part of the Santa Ana Partnership's Innovation Award (and housed at the Santa Ana College Foundation).

3. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY

- 3.1 Student Eligibility - Students who “may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” Sec. 2 (a) and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)
- 3.2 Student Selection and Enrollment - Enrollment shall be open to all eligible students as part of the CCAP Agreement who have been admitted to the COLLEGE and who meet all applicable prerequisites. Student selection criteria will be further specified in the CCAP Agreement Appendix. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the CCAP Agreement will be determined by COLLEGE and shall be in compliance with applicable law and RSCCD standards and policies.
- 3.3 College Admission and Registration - Procedures for students participating in the CCAP Agreement shall be governed by the COLLEGE and shall be in compliance with the admissions and registration guidelines set forth in applicable law and RSCCD policy.
- 3.4 Student Records – It is the responsibility of the student to follow the COLLEGE process when requesting an official COLLEGE transcript for grade submission to the SCHOOL DISTRICT unless otherwise specified in the Appendix.
- 3.5 Priority Enrollment - A COLLEGE participating in this CCAP Agreement may assign priority course registration to a pupil seeking to enroll in a community college course that is required for the pupil’s CCAP partnership program that is equivalent to the priority assigned to a pupil attending Middle College High School as described in Section 11300 and consistent with Middle College High School provisions in Section 76001. Sec. 2 (3)(g)

- 3.6 As part of a CCAP Agreement, a participating community college district shall not provide physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness. Sec. 2 (d)
- 3.7 Students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per conditions specified in AB 288, Sec. 2 (p)(1)(2)(3).
- 3.8 Students participating in a CCAP Agreement at Middle College High School may enroll in up to a maximum of 11 units per term.
- 3.9 Specifically, the units must constitute no more than four community college courses per term and be part of an academic program that is part of the Agreement designed to award students with both a high school diploma and an associate degree or certificate or a credential.
- 3.10 Minimum School Day - The SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students participating as part of a CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142.

4. COLLEGE APPLICATION PROCEDURE

- 4.1 The COLLEGE will be responsible for processing student applications.
- 4.2 The COLLEGE will provide the necessary admission and registration forms and procedures and both COLLEGE and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements.
- 4.3 The SCHOOL DISTRICT agrees to assist COLLEGE in the admission and registration of SCHOOL DISTRICT students as may be necessary and requested by COLLEGE.

5. PARTICIPATING STUDENTS

- 5.1 A high school student enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by Education Code Section 49011. See also Sec. 2 (f)(q). The governing board of a community college district participating in a CCAP partnership agreement established pursuant to this article shall exempt special part-time students described in subdivision (p) from the fee requirements in Sections 76060.5, 76140, 76223, 76300, 76350, and 79121.
- 5.2 The total cost of books and instructional materials for SCHOOL DISTRICT students who enroll in a COLLEGE course offered as part of this CCAP Agreement will be specified in the Appendix to this Agreement. Costs will be borne collaboratively by COLLEGE and SCHOOL DISTRICT.

- 5.3 Both COLLEGE and SCHOOL DISTRICT will insure that ancillary and support services are provided for students (e.g. Counseling and Guidance, Placement Assistance, Assessment, and Tutoring.)
- 5.4 Both COLLEGE and SCHOOL DISTRICT will be jointly responsible for providing matriculation services for students enrolling in the dual enrollment program classes.
- 5.5 All DISTRICT students must be fully matriculated to the college prior to taking COLLEGE courses including application, assessment, and orientation.
- 5.6 Dual enrollment students will have access to COLLEGE services such as the library, tutoring, student I.D. cards etc.
- 5.7 Student identification, recruitment, and selection into the dual enrollment program will be the responsibility of both the COLLEGE and SCHOOL DISTRICT

6. CCAP AGREEMENT COURSES

- 6.1 A COLLEGE may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day and the community college course is offered pursuant to a CCAP Agreement. Sec. 2 (o)(1)
- 6.2 The COLLEGE is responsible for all courses and educational programs offered as part of CCAP Agreement regardless of whether the course and educational program is offered on site at the SCHOOL DISTRICT or at the COLLEGE.
- 6.3 The scope, nature, time, location, and listing of courses offered by a COLLEGE shall be determined by COLLEGE in consultation with the SCHOOL DISTRICT and with the approval of the COLLEGE Governing Board and will be recorded in the Appendix to this Agreement. Sec. 2 (c)(1)
- 6.4 Courses offered as part of a CCAP Agreement either at the COLLEGE or SCHOOL DISTRICT shall be jointly-selected and approved.
- 6.5 COLLEGE courses offered at SCHOOL DISTRICT sites will adhere to COLLEGE scheduling practices and the annual academic calendar. Exceptions may be made with approval of the SAC Vice President of Academic Affairs.
- 6.6 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be of the same quality and rigor as those offered on COLLEGE campus and shall be in compliance with RSCCD academic standards.
- 6.7 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be listed in the COLLEGE catalog with the same department designations, course

descriptions, numbers, titles, and credits. Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated COLLEGE academic department.

- 6.8 Courses offered as part of this CCAP Agreement and taught by SCHOOL DISTRICT instructor are part of an approved Instructional Service Agreement as required by RSCCD Business Procedure.
- 6.9 Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to the COLLEGE as well as any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between the COLLEGE course related regulations, policies, procedures, prerequisites and standards and SCHOOL DISTRICT policies, practices and requirements, the COLLEGE regulations, policies, procedures, prerequisites, and standards, shall prevail.
- 6.10 A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with COLLEGE guidelines, policies, pertinent statutes and regulations.
- 6.11 Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with RSCCD guidelines, policies, pertinent statutes, and regulations.
- 6.12 COLLEGE has the sole right to control and direct the instructional activities for all dual enrollment courses of all instructors, including those who are SCHOOL DISTRICT employees.
- 6.13 This CCAP Agreement certifies that any remedial course taught by community college faculty at a partnering high school campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the partnering SCHOOL DISTRICT, and shall involve collaborative effort between the SCHOOL DISTRICT and the COLLEGE faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation. Sec. 2 (n)
- 6.14 Degree and certificate programs that are included in the CCAP agreement must have been approved by the California Community College Chancellor's Office and courses that make up the programs must be part of the approved programs, or the college must have received delegated authority to separately approve those courses locally.

7. INSTRUCTOR(S)

- 7.1 All instructors teaching COLLEGE courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in a California community college as set forth in Title 5 California Code of Regulations, Sections 53410 and 58060 or as amended and be hired by the COLLEGE.
- 7.2 The CCAP Agreement Appendix shall specify which participating SCHOOL DISTRICT or COLLEGE will be the employer of record for purposes of assignment monitoring and reporting to the county office of education. Sec. 2 (m)(1)
- 7.3 This CCAP Agreement specifies the SCHOOL DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates. Sec. 2 (m)(2)
- 7.4 Instructors who teach COLLEGE courses offered as part of this CCAP Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity.
- 7.5 Instructors who teach COLLEGE courses shall comply with the fingerprinting requirements set forth in Ed Code § 45125 or as amended and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525 or as amended. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on a SCHOOL DISTRICT site.
- 7.6 Prior to teaching, faculty provided by the SCHOOL DISTRICT shall receive discipline-specific training and orientation from COLLEGE regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional responsibilities. Said training shall be approved by and provided by the COLLEGE.
- 7.7 Faculty provided by the SCHOOL DISTRICT will participate in professional development activities sponsored by the COLLEGE as required by the terms and condition of the contract and shall be encouraged to participate in ongoing collegial interaction to include, but not limited to, addressing course content, course delivery, assessment, evaluation, and/or research and development in the field.
- 7.8 Faculty performance shall be evaluated by the COLLEGE for the college courses using the adopted evaluation of process and standards for faculty of the COLLEGE, subject to the approval of RSCCD.

- 7.9 The COLLEGE and SCHOOL DISTRICT will work jointly to recruit and select instructors from SCHOOL DISTRICT personnel. SCHOOL DISTRICT personnel selected to be instructors remain employees of the SCHOOL DISTRICT, subject to the authority of the SCHOOL DISTRICT, but will also be subject to the authority of RSCCD specifically with regard to their duties as instructors.
- 7.10 The appropriate COLLEGE administrator, in consultation with the appropriate SCHOOL DISTRICT administrator, will grant final approval to SCHOOL DISTRICT teachers eligible to teach dual enrollment courses. RSCCD/SAC will orient the approved faculty member.
- 7.11 COLLEGE instructors will notify SCHOOL DISTRICT school counselors or higher education coordinators when a student enrolled in a college course provided under this CCAP agreement begins to struggle and will refer the student for additional support.
- 7.12 COLLEGE and SCHOOL DISTRICT instructors for dual enrollment courses will take attendance and notify the designated high school administrator/counselor of any attendance issues.
- 7.13 Instructors teaching dual enrollment courses will coordinate with and notify the designated high school administrator/counselor prior to dropping a student from their course.
- 7.14 SCHOOL DISTRICT instructors teaching dual enrollment college courses must submit grades to both the COLLEGE and SCHOOL DISTRICT.

8. MATERIALS and TEXTBOOKS

- 8.1 The COLLEGE and the SCHOOL DISTRICT will furnish all course materials, specialized equipment, books and other necessary equipment for all SCHOOL DISTRICT students. The cost of such materials will be borne by the party collecting apportionment or ADA for the course. The parties understand that such equipment and materials are the purchaser's sole property.
- 8.2 The COLLEGE and the DISTRICT shall determine type, make, and model of all equipment, books and materials to be used during each course offered as part of this CCAP Agreement. Textbooks, equipment, and materials purchased by the school district shall be adopted for a term no less than three years.
- 8.3 The COLLEGE and the DISTRICT agree to store textbooks and physical course materials purchased by either party at DISTRICT school sites and facilities and utilize DISTRICT library and logistic systems to catalog and distribute textbooks and materials.
- 8.4 Textbooks purchased by the COLLEGE will be transferred to the DISTRICT for cataloging and distribution to school sites.

9. ASSESSMENT OF LEARNING AND CONDUCT

- 9.1 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same standards of achievement as students in courses taught on the COLLEGE campus.
- 9.2 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same grading standards as those expected of students in courses taught on the COLLEGE campus.
- 9.3 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COLLEGE campus.
- 9.4 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same behavioral standards as those expected of students in courses taught on the COLLEGE campus.

10. LIAISON AND COORDINATION OF RESPONSIBILITIES

- 10.1 The COLLEGE shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between COLLEGE and SCHOOL DISTRICT in conformity with RSCCD policies and standards. Sec. 2 (c)(2)
- 10.2 The SCHOOL DISTRICT shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between SCHOOL DISTRICT and COLLEGE in conformity with SCHOOL DISTRICT policies and standards. Sec. 2 (c)(2)
- 10.3 The COLLEGE shall designate a dual enrollment coordinator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between COLLEGE and SCHOOL DISTRICT in conformity with RSCCD policies and standards. Sec. 2 (c)(2)
- 10.4 The SCHOOL DISTRICT shall designate a dual enrollment coordinator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between SCHOOL DISTRICT and COLLEGE in conformity with SCHOOL DISTRICT policies and standards. Sec. 2 (c)(2)
- 10.5 The dual enrollment coordinators from the COLLEGE and the SCHOOL DISTRICT will work collaboratively to perform services specified in 10.8 as part of their regular assignments.
- 10.6 The COLLEGE and SCHOOL DISTRICT dual enrollment coordinators will work together on the processes, procedures, and tracking mechanisms that will ensure compliance with dual enrollment course policies, regulations, and standards,

including the necessary qualifications and student documentation prior to students taking courses.

- 10.7 The COLLEGE and SCHOOL DISTRICT dual enrollment administrators and coordinators will ensure that SAUSD teachers adhere to course requirements, standards, learning materials, course logistics (including developing a schedule that adapts the COLLEGE course schedule to the student's regular high school schedule), and COLLEGE standards, policies, expectations, and systems. The COLLEGE and SCHOOL DISTRICT will maintain the existing coordination arrangement for MCHS, which is co-led by the MCHS principal and SAC's Vice President of Student Services.
- 10.8 This CCAP Agreement requires an annual report as specified in the Appendix, to the office of the Chancellor of the California Community Colleges by each participating COLLEGE and SCHOOL DISTRICT on all the following information: Sec. 2 (t)(1) (A-D)
- The total number of high school students by school site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. Sec. 2 (t)(1)(A)
 - The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. Sec. 2 (t)(1)(B)
 - The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. Sec. 2 (t)(C)
 - The total number of full-time equivalent students generated by CCAP partnership community college district participants. Sec. 2 (t)(1)(D)

11. APPORTIONMENT

- 11.1 COLLEGE shall include the students enrolled in a CCAP Agreement course in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the course(s) complies with current requirements for dual enrollment under applicable California law.
- 11.2 For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. Sec. 2 (o)(2)
- 11.3 When RSCCD pays for instructors, COLLEGE will collect apportionment. When SCHOOL DISTRICT pays for instructors, DISTRICT will collect ADA unless the instruction extends beyond the state mandated 240 instructional minutes per day for

students attending comprehensive high schools and 180 minutes per day for students attending Lorin Griset Academy, Advanced Learning Academy Early College or Middle College High School. When SCHOOL DISTRICT instruction exceeds the minimum number of minutes required by the SCHOOL DISTRICT, the COLLEGE will also collect apportionment, in addition to the SCHOOL DISTRICT receiving ADA.

- 11.4 The attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to this section is authorized attendance for which the community college shall be credited or reimbursed pursuant to Section 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity. Sec. 2 (s)

Standard FTES computation rules, support documentation, course selection tabulations, and record retention requirement continue to apply, including as prescribed by Cal. Code Regs. and tit.5.

12. CERTIFICATIONS

- 12.1 The SCHOOL DISTRICT certifies that the direct education costs of the courses offered as part of this CCAP Agreement are not being fully funded through other sources.
- 12.2 RSCCD certifies that it has not received full compensation for the direct education costs for the conduct of the courses offered as part of this CCAP Agreement from other sources.
- 12.3 The SCHOOL DISTRICT agrees and acknowledges that RSCCD will claim apportionment for the SCHOOL DISTRICT students enrolled in community college course(s) under this CCAP Agreement, as outlined in 10.3A and 10.3B.
- 12.4 This CCAP Agreement certifies that any COLLEGE instructor teaching a course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Ed Code § 87010 or as amended, or any controlled substance offense as defined in Ed Code § 87011 or as amended. Sec. 2 (h)
- 12.5 This CCAP Agreement certifies that any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus. Sec. 2 (i)
- 12.6 This CCAP Agreement certifies that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus. Sec. 2 (j)

12.7 The COLLEGE certifies that:

- A community college course offered for college credit at the participating SCHOOL DISTRICT does not reduce access to the same course offered at the partnering COLLEGE. Sec. 2 (k)(1)
- A community college course that is oversubscribed or has a waiting list shall not be offered or included in this Agreement. Sec. 2 (k)(2)
- The Agreement is consistent with the core mission of the COLLEGE pursuant to Section 66010.4, and that students participating in this Agreement will not lead displacement of otherwise eligible adults at the COLLEGE. Sec. 2 (k)(3)

12.8 This Agreement certifies that the SCHOOL DISTRICT and COLLEGE comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP Agreement course offered for high school credit. Sec. 2 (l)

13. PROGRAM IMPROVEMENT

13.1 A joint COLLEGE and SCHOOL DISTRICT Dual Enrollment Committee will meet regularly to review the program and develop suggestions for improvement.

13.2 The COLLEGE and the SCHOOL DISTRICT may annually conduct surveys of participating SCHOOL DISTRICT pupils, instructors, principals, and school counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered as part of this CCAP Agreement.

14. RECORDS

14.1 Permanent records of student attendance, grades and achievement will be maintained by both the SCHOOL DISTRICT and COLLEGE for SCHOOL DISTRICT students who enroll in course(s) offered as part of this CCAP Agreement. Permanent records of student enrollment, grades, and achievement for COLLEGE students shall be maintained by COLLEGE.

14.2 Each party shall maintain records pertaining to this CCAP Agreement as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.

14.3 SCHOOL DISTRICT instructors will submit grades to the COLLEGE when due according to the COLLEGE schedule. The SCHOOL DISTRICT will include all criteria identified by the COLLEGE for grading purposes. Upon completion of the SCHOOL DISTRICT semester, dual enrollment teachers will submit change of grade forms, when applicable, for students whose grades have changed since the end of the COLLEGE's semester.

- 14.4 Dual enrollment courses completed by SCHOOL DISTRICT students will be identified on both the COLLEGE and high school transcripts in the standard format and will not be identified as dual enrollment.

15. CCAP AGREEMENT DATA MATCH AND REPORTING

- a. COLLEGE and SCHOOL DISTRICT shall ensure operational protocols consistent with the collection of participating student data and the timely submission of the data.
- b. COLLEGE shall report all program and participating student data to the office of the Chancellor of the California Community Colleges.

16. PRIVACY OF STUDENT RECORDS

- a. COLLEGE and SCHOOL DISTRICT understand and agree that education records of students enrolled in a CCAP course and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30 and state law as set forth in Education Code §§ 49064 and 49076). COLLEGE and SCHOOL DISTRICT agree to hold all student education records generated pursuant to this CCAP

Agreement in strict confidence, and further agrees not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b) and Education Code §§ 49064 and 49076.)

- b. Limitation on Use. COLLEGE and SCHOOL DISTRICT shall use each student education record that he or she may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with his or her authority to access that information pursuant to Federal and State law, as may be as applicable. (34 C.F.R. § 99.31, 34 C.F.R. § 99.34, and Education Code § 49076.)
- c. Recordkeeping Requirements. COLLEGE and SCHOOL DISTRICT shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code § 49064 as applicable.
- d. Acknowledgement of Receipt of Notice of FERPA Regulations. By signature of its authorized representative or agent on this Agreement, COLLEGE and SCHOOL DISTRICT hereby acknowledges that it has been provided with the notice required under 34 C.F.R. § 99.33(d) that it is strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation.

17. REIMBURSEMENT

17.1 The financial arrangements implied herein may be adjusted annually by a duly adopted written Appendix to this CCAP Agreement.

18. FACILITIES

18.1 The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to RSCCD or students. SCHOOL DISTRICT agrees to clean, maintain, and safeguard SCHOOL DISTRICT's premises. SCHOOL DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.

18.2 The COLLEGE facilities may be used subject to mutually agreement by the parties as expressed in the Appendix to this Agreement.

19. INDEMNIFICATION

19.1 The SCHOOL DISTRICT agrees to and shall indemnify, save and hold harmless the COLLEGE and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SCHOOL DISTRICT's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL DISTRICT, its officers, employees, independent contractors, subcontractors, agents and other representatives.

19.2 The RSCCD agrees to and shall indemnify, save and hold harmless the SCHOOL DISTRICT and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of RSCCD and COLLEGE'S performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the RSCCD and COLLEGE its officers, employees, independent contractors, subcontractors, agents and other representatives.

20. INSURANCE

20.1 The SCHOOL DISTRICT, in order to protect RSCCD, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this agreement, shall secure and maintain in force during the entire term of this agreement, insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to

provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA or program of self-insurance shall expressly name the COLLEGE, its agents, employees and officers as an additional insured for the purposes of this Agreement. A certificate of insurance including such endorsement shall be furnished to the COLLEGE

- 20.2 For the purpose of Workers' Compensation, SCHOOL DISTRICT shall be the "primary employer" for all its personnel who perform services as instructors and support staff. SCHOOL DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective SCHOOL DISTRICT personnel made in connection with performing services and receiving instruction under this Agreement. SCHOOL DISTRICT agrees to hold harmless, indemnify, and defend RSCCD, its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by SCHOOL DISTRICT personnel connected with providing services under this Agreement. SCHOOL DISTRICT is not responsible for non-School District personnel who may serve as instructors or students who are not affiliated with the SCHOOL DISTRICT.

21. NON-DISCRIMINATION

- 21.1 Neither the SCHOOL DISTRICT nor the COLLEGE shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

22. TERMINATION

- 22.1 Either party may terminate this Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by January 15 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this Agreement shall be addressed to the responsible person listed in the CCAP agreement.
- 22.2 This CCAP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement. All agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this Agreement.

23. MODIFICATION AND AMENDMENT

- 23.1 No modifications or amendments of any of the terms or provisions of this CCAP Agreement shall be binding unless made in writing and signed by the Parties.

24. GOVERNING LAWS

- 24.1 This agreement shall be interpreted according to the laws of the State of California.

25. COMMUNITY COLLEGE DISTRICT BOUNDARIES

25.1 For locations outside the geographical boundaries of RSCCD, COLLEGE will comply with the requirements of Title 5 of the California Code of Regulations, Sections 53000 et seq. or as amended, concerning approval by adjoining high school or community college districts and use of non-district facilities.

26. SEVERABILITY

26.1 This CCAP Agreement shall be considered severable, such that if any provision or part of the CCAP Agreement is ever held invalid under any law or ruling, that provision or part of the CCAP Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

27. COUNTERPARTS

27.1 This CCAP Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Executed on: _____

By: _____
SANTA ANA UNIFIED SCHOOL DISTRICT
Dr. Alfonso Jimenez, Deputy Superintendent, Chief Academic Officer

By: _____
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services

Rancho Santiago Community College District Board Meetings:

- (a) **Information Board Meeting Date:**
- (b) **Public Comment Board Meeting Date:**

School District Board Meetings:

- a (a) **Information Board Meeting Date:**
- (b) **Public Comment Board Meeting Date:**

APPENDIX

**COLLEGE AND CAREER ACCESS PATHWAYS (CCAP) A
DUAL ENROLLMENT PARTNERSHIP AGREEMENT**

WHEREAS, the COLLEGE and the SCHOOL DISTRICT agree to record COLLEGE and SCHOOL DISTRICT specific components of the CCAP Agreement using the Appendix for purposes of addressing mandated reporting requirements to include, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses; and Sec. 2 (c)(1)

WHEREAS, the CCAP Agreement Appendix shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses; and Sec. 2 (c)(1)

NOW THEREFORE the COLLEGE and SCHOOL DISTRICT agree as follows:

1. COLLEGE AND SCHOOL DISTRICT POINT OF CONTACT

LOCATION	NAME AND TITLE	TELEPHONE	EMAIL
College	Alicia Kruienza Dean of Student Affairs	(714) 564-6971	Kruienza_Alicia@sac.edu
School District	Edward Winchester Exec. Director, Secondary Education	(714)558-5724	Edward.Winchester@sausd.us

2. CCAP AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)

- a. Scheduling. No later than March of each year, the COLLEGE and the DISTRICT shall each designate a representative to review the availability of facilities for the following academic year and begin planning potential course offerings.
- b. COLLEGE is responsible for all educational program(s) and course(s) and offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the SCHOOL DISTRICT or the COLLEGE.

1. **CCAP AGREEMENT PROGRAM YEAR FALL 2016 - SPRING 2017 -COLLEGE** has identified the following: program year, educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor and employer of record.

PROGRAM YEAR: 2017-2018 COLLEGE: Santa Ana College SCHOOL DISTRICT: Santa Ana Unified School District

HIGH SCHOOL: Advanced Learning Academy

EDUCATIONAL PROGRAM: IGETC Pathways

TOTAL NUMBER OF STUDENTS TO BE SERVED:						TOTAL PROJECTED FTES:		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION	
Lifelong Understanding and Self-Development	CNSL 100	2017 Fall	1:30-3:11	M-Th	Courtney Berine	Santa Ana College	Advanced Learning Academy Secondary Campus	
Introduction to STEM Study Skills	CNSL 121	2017 Fall	1:30-3:11	M-Th	Angel H. Torres	Santa Ana College	Advanced Learning Academy Secondary Campus	
To Be Determined	To Be Determined	2018 Spring	To Be Determined	To Be Determined	To Be Determined	To Be Determined	Advanced Learning Academy Secondary Campus	

HIGH SCHOOL: Century High School
 EDUCATIONAL PROGRAM: IGETC Pathways

TOTAL NUMBER OF STUDENTS TO BE SERVED:							TOTAL PROJECTED FTES:			
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION			
Introduction to Microsoft Office	BA 179	2017 Fall	8:00am - 8:56am	MTWThF	Chris Martin	SAUSD	Century High School			
Career/Life Planning and Personal Exploration	CNSL 116	2017 Fall	8:00am - 8:56am	MTWThF	Mireya Vazquez	SAUSD	Century High School			
Elementary Spanish II	SPAN 102	2017 Fall	10:19am-11:15am and after school	MTWThF	Martha Guerrero Phlam		Century High School			
Introduction to Microsoft Office	BA 179	2018 Spring	8:00am - 8:56am	MTWThF	Chris Martin	SAUSD	Century High School			
Career/Life Planning and Personal Exploration	CNSL 116	2018 Spring	8:00am - 8:56am	MTWThF	Mireya Vazquez	SAUSD	Century High School			
To Be Determined	To Be Determined	2018 Spring	To Be Determined	To Be Determined	To Be Determined	To Be Determined	Century High School			

HIGH SCHOOL: Lorin Griset High School
 EDUCATIONAL PROGRAM: College Bridge Pathway

TOTAL NUMBER OF STUDENTS TO BE SERVED:							TOTAL PROJECTED FTES:			
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION			
Lifelong Understanding and Self-Development	CNSL 100	2018 Spring LGSA Quarter 3	9:18am – 10:08am	MTWThF	Adrian Rios	SAUSD	Lorin Griset Academy			
Effective Study Techniques	STDY 091	2018 Spring LGSA Quarter 4	9:18am – 10:08am	MTWThF	Adrian Rios	SAUSD	Lorin Griset Academy			

HIGH SCHOOL: Godinez High School
 EDUCATIONAL PROGRAM: College Math Pathway

TOTAL NUMBER OF STUDENTS TO BE SERVED:							TOTAL PROJECTED FTES:
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Mathematics for Liberal Arts Students	MATH 105	2017 Fall	8:00am – 9:00am	MTWThF	Chi Tran	SAUSD	Godinez High School
Mathematics for Liberal Arts Students	MATH 105	2017 Fall	1:50am – 2:47am	MTWThF	Chi Tran	SAUSD	Godinez High School
Statistics and Probability	MATH 219	2018 Spring	8:00am – 9:00am	MTWThF	Chi Tran	SAUSD	Godinez High School
Statistics and Probability	MATH 219	2018 Spring	1:50am – 2:47am	MTWThF	Chi Tran	SAUSD	Godinez High School

Required: Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (*Sec. 2 (c)(1)*):

SCHOOL DISTRICT counselors selected students based on academic readiness and the alignment of the course content to students' educational and career goals. SCHOOL DISTRICT and COLLEGE faculty identified CCAP courses using the following criteria: 1) alignment with high school pathways and college program of study; 2) the potential for course completion to accelerate students' time to completion of a postsecondary degree or certificate.

3. FACILITIES USE

- a. COLLEGE and SCHOOL DISTRICT shall adhere to the terms outlined in Section 15, Facilities, of this CCAP Agreement.

BUILDING	CLASSROOM	DAYS	HOURS
Advanced Learning Academy	Determined by course taught and site availability	Determined by course taught and site and instructor availability	Determined by student need and master schedule flexibility
Century High School	Determined by course taught and site availability	Determined by course taught and site and instructor availability	Determined by student need and master schedule flexibility
Cesar Chavez High School	Determined by course taught and site availability	Determined by course taught and site and instructor availability	Determined by student need and master schedule flexibility
Godinez High School	Determined by course taught and site availability	Determined by course taught and site and instructor availability	Determined by student need and master schedule flexibility
Lorin Grisset Academy	Determined by course taught and site availability	Determined by course taught and site and instructor availability	Determined by student need and master schedule flexibility
Middle College High School	Determined by course taught and site availability	Determined by course taught and site and instructor availability	Determined by student need and master schedule flexibility
Saddleback High School	Determined by course taught and site availability	Determined by course taught and site and instructor availability	Determined by student need and master schedule flexibility
Santa Ana High School	Determined by course taught and site availability	Determined by course taught and site and instructor availability	Determined by student need and master schedule flexibility
Segerstrom High School	Determined by course taught and site availability	Determined by course taught and site and instructor availability	Determined by student need and master schedule flexibility
Valley High School	Determined by course taught and site availability	Determined by course taught and site and instructor availability	Determined by student need and master schedule flexibility

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College
Academic Affairs

To:	Board of Trustees	Date:	March 12, 2018
Re:	Approval of AB288 College and Career Access Pathways (CCAP) Partnership Agreement between Rancho Santiago Community College District (RSCCD) and Orange Unified School District		
Action:	Public Hearing and Approval of CCAP Agreement		

BACKGROUND: The AB 288 CCAP Partnership Agreement shall be for the purpose of offering or expanding dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness.

ANALYSIS: AB288 requires that before adopting a CCAP Partnership Agreement, the governing board of each district, at an open public meeting of the board, shall hold a Public Hearing to take comments from the public. The CCAP Partnership was presented as an information item on February 26, 2018. Santiago Canyon College and Orange Unified School District will enter into an AB288 CCAP partnership upon approval of the governing boards of each district.

RECOMMENDATION: It is recommended that the RSCCD Board of Trustees approve the AB 288 College and Career Access Pathways (CCAP) Partnership Agreement with Orange Unified School District.

Fiscal Impact:	Apportionment	Board Date:	March 12, 2018
Prepared by:	Marilyn Flores, Ph.D., Vice President, Academic Affairs		
Submitted by:	John Hernandez, Ph.D., President		
Recommended by:	Raul Rodriguez, Ph.D., Chancellor		

**COLLEGE AND CAREER ACCESS PATHWAYS (CCAP)
PARTNERSHIP AGREEMENT**

This Agreement outlines the College and Career Access Pathways (CCAP) Partnership Agreement (hereafter “AGREEMENT”) between Rancho Santiago Community College District (hereafter “COLLEGE DISTRICT”) and the Orange Unified School District (hereafter “SCHOOL DISTRICT”).

1. LEGAL AUTHORITY

WHEREAS, the mission of the COLLEGE DISTRICT includes providing innovative educational opportunities and student support services that lead to the successful completion of degrees, transfer, career/technical education and basic skills proficiency; and

WHEREAS, the SCHOOL DISTRICT is a public school district serving grades 9-12 located within the regional service area of the COLLEGE DISTRICT, unless otherwise specified and agreed to as specified in AB 288 Sec. 2, Education Code Section 76004 (e); and

WHEREAS, dual enrollment partnerships represent a “strategy to provide critical support for underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate” *AB 288 Section 1 (d)*; and

WHEREAS, the COLLEGE DISTRICT and SCHOOL DISTRICT desire to enter into this CCAP Partnership Agreement for purposes consistent with the provisions of AB 288, “offering or expanding dual enrollment opportunities for high school students who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness;” and

WHEREAS, the Governing Boards of each district, at an open public meeting of that board, presented the AGREEMENT as an informational item; and at a subsequent open public meeting of that Board took comments from the public and approved the AGREEMENT;

COLLEGE DISTRICT Board Meetings:

- a. Information Board Meeting Date February 26, 2018
- b. Public Hearing Board Meeting Date March 12, 2018

SCHOOL DISTRICT Board Meetings:

- a. Information Board Meeting Date February 15, 2018
- b. Public Hearing Board Meeting Date March 8, 2018

*Note: “AB 288” refers to California Assembly Bill No. 288 Chapter 618
Note: “Education Code” and “EC” refer to the California Education Code*

NOW THEREFORE, the COLLEGE DISTRICT and SCHOOL DISTRICT agree to the terms outlined in this AGREEMENT.

2. TERMS OF CCAP PARTNERSHIP

2.1 College and Career Access Pathways (CCAP) Partnership

- a. The COLLEGE DISTRICT shall not enter into a College and Career Access Pathways (CCAP) partnership with a school district within the service area of another community college district except where an agreement exists, or is established, between those community college districts authorizing that CCAP partnership. *AB 288 Sec. 2, EC § 76004(c)*
 - i. If the course(s) will be located outside the boundaries of the COLLEGE DISTRICT, the COLLEGE DISTRICT must comply with the requirements of Title 5, sections 55300 et seq., concerning approval by adjoining high school or community college districts and use of non-district facilities.
- b. By mutual agreement, the SCHOOL DISTRICT and the COLLEGE DISTRICT will develop College and Career Access Pathways which represent aligned, sequenced series of college-level courses to facilitate associate degree completion, four-year transfer (i.e., UC, CSU), or completion of a credential or certificate in career and technical education.
- c. The Governing Board of COLLEGE DISTRICT, prior to establishing a vocational or occupational training program (career technical education programs), shall conduct a job market study of the labor market area, and determine whether or not the results justify the proposed vocational education program. *EC § 78015 et seq*
- d. The SCHOOL DISTRICT and the COLLEGE DISTRICT will collaborate in a College and Career Access Pathways (CCAP) Partnership throughout the term of this AGREEMENT to offer CCAP courses to eligible students within the SCHOOL DISTRICT.
 - i. The COLLEGE DISTRICT is responsible for the educational program(s) and/or course(s) offered on-site at the SCHOOL DISTRICT.
- e. A description of the College and Career Access Pathways included under this AGREEMENT is appended to the document and shall be known as Appendix A. Any updates to Appendix A, by mutual agreement of the SCHOOL DISTRICT and the COLLEGE DISTRICT, shall be in accordance with AB 288 Sec. 2, Education

Note: "AB 288" refers to California Assembly Bill No. 288 Chapter 618

Note: "Education Code" and "EC" refer to the California Education Code

Note: "CCR" refers to the California Code of Regulations

Code Section 76004 and shall be submitted to the Chancellor's Office in accordance with applicable instructions.

- f. Enrollment in CCAP courses offered as part of this AGREEMENT at the SCHOOL DISTRICT during the regular school day will be limited to high school students in the SCHOOL DISTRICT. *AB 288 Sec. 2, EC § 76004(o)(1)*

2.2 CCAP Course Instruction

- a. Students enrolled in CCAP courses offered as part of this AGREEMENT shall be held to the same behavioral standards and standards of academic achievement as those expected of students in classes offered at the COLLEGE DISTRICT campus.
- b. The scope, nature, time, location and listing of courses to be offered by the COLLEGE DISTRICT at any school within the SCHOOL DISTRICT will be appended to this document each term during the duration of this AGREEMENT and shall be known as Appendix B. The original submission of this document to the Chancellor's Office shall include Appendix B, and subsequent submissions of Appendix B shall be in accordance with Chancellor's Office instructions.
- c. The COLLEGE DISTRICT shall not provide physical education course opportunities to students at the SCHOOL DISTRICT or any other course opportunities that do not assist in the attainment of at least one of the goals listed in subdivision (a) of AB 288 Sec. 2, Education Code Section 76004. *AB 288 Sec. 2, EC § 76004 (d)*
- d. The COLLEGE DISTRICT shall ensure that instruction to be claimed for unit credit under this AGREEMENT is under the immediate supervision and control of an employee of the COLLEGE DISTRICT who has met the minimum qualifications for instruction in the approved course discipline(s) as specified by the California Community Colleges Chancellor's Office. www.cccco.edu
- e. By mutual agreement of the COLLEGE DISTRICT and the SCHOOL DISTRICT, SCHOOL DISTRICT personnel who meet Chancellor's Office minimum qualifications may be selected to provide instruction for CCAP courses offered as part of this AGREEMENT.
- f. The COLLEGE DISTRICT shall be employer of record for all CCAP instructors, regardless of whether the COLLEGE DISTRICT or SCHOOL DISTRICT assumes responsibility for payment of instructors.

Note: "AB 288" refers to California Assembly Bill No. 288 Chapter 618

Note: "Education Code" and "EC" refer to the California Education Code

Note: "CCR" refers to the California Code of Regulations

- g. Where the instructor of a CCAP course offered as part of this AGREEMENT is not a paid employee of the COLLEGE DISTRICT, the COLLEGE DISTRICT shall maintain an additional agreement/contract with each instructor requiring attendance to be reported by the instructor and stating that the COLLEGE DISTRICT has the primary right to control and direct the instructional activities of the instructor.
 - i. As employer of record for instructors of CCAP classes offered as part of this AGREEMENT, the COLLEGE DISTRICT shall direct and control instructional activities through such actions as providing instructors with orientations, manuals, course outlines, curriculum materials, testing and grading procedures, and any other materials and services it would provide to its on-campus instructors.
- h. The COLLEGE DISTRICT shall ensure that the instruction of courses offered as part of this CCAP Partnership AGREEMENT adheres to the official course outline of record and the student learning outcomes established by the associated COLLEGE DISTRICT academic department. Appendix B shall include the course outline of record for each course identified therein.
- i. The COLLEGE DISTRICT shall conduct formal evaluation of instructors of CCAP courses in accordance with its district policies and local collective bargaining agreements, as well as applicable local, state, and federal mandates in effect at the time in which instruction occurred.
- j. The SCHOOL DISTRICT shall designate personnel at each participating school campus (e.g., Principal) to provide on-site supervision of activity related to the CCAP partnership and communicate any matters with COLLEGE DISTRICT designated contact.
- k. The COLLEGE DISTRICT and SCHOOL DISTRICT shall ensure that instructors of CCAP classes do not have any other assigned duty during the instructional activity and that they are able to provide supervision and control necessary for the protection of the health and safety of students. As a general rule, instructors must be physically present in the classroom or lab or within line-of-sight of the students.
- l. Within the context of the CCAP Partnership with the SCHOOL DISTRICT, the COLLEGE DISTRICT may enroll a special part-time student in up to a maximum of 15 units per term so long as the units constitute no more than four (4) classes per term per school within the SCHOOL DISTRICT.

Note: "AB 288" refers to California Assembly Bill No. 288 Chapter 618

Note: "Education Code" and "EC" refer to the California Education Code

Note: "CCR" refers to the California Code of Regulations

- m. The maximum student enrollment per class for CCAP courses offered as part of this AGREEMENT shall be established in accordance with COLLEGE DISTRICT practices in effect at the time in which the course is offered and will take into consideration the room capacity of the SCHOOL DISTRICT.
- n. The SCHOOL DISTRICT will be immediately notified of any change in textbook selection initiated by a COLLEGE DISTRICT employee. Every attempt will be made to maintain selected textbooks for any given course if there is a change in the instructor.

2.3 Educational Facilities

- a. The SCHOOL DISTRICT shall provide adequate classroom space, inclusive of required technological or laboratory equipment, to conduct the instruction at its facilities, or other location mutually agreed upon by the COLLEGE DISTRICT and the SCHOOL DISTRICT.
 - i. If CCAP courses will be offered at a charter school site, the SCHOOL DISTRICT shall submit to the COLLEGE DISTRICT documentation that the site facilities have been certified as compliant with the Field Act of the California Education Code.
- b. Subject to mutual agreement of the COLLEGE DISTRICT and the SCHOOL DISTRICT, the COLLEGE DISTRICT facilities may be used as expressed in Appendix B for any given term.
- c. Joint facilities use, solely as specified by the terms of this AGREEMENT, shall be extended at no charge to either party for activity directly related to the CCAP partnership.

2.4 Student Eligibility

- a. The COLLEGE DISTRICT and SCHOOL DISTRICT identify the following student populations as able to benefit from courses offered under this AGREEMENT: 1) underachieving students, 2) students from groups underrepresented in postsecondary education, 3) students seeking advanced studies while in high school, and 4) students seeking a credential/certificate in career and technical education. *AB 288 Sec. 2, EC § 76004(c)(1)*

Note: "AB 288" refers to California Assembly Bill No. 288 Chapter 618

Note: "Education Code" and "EC" refer to the California Education Code

Note: "CCR" refers to the California Code of Regulations

- b. A high school student interested in enrolling in a CCAP course offered under this AGREEMENT must apply to the COLLEGE DISTRICT and submit a *Santiago Canyon College Career Advancement Placement Form* signed by his/her parent and by the high school principal, counselor, or other designated personnel.
 - i. By endorsing a high school student's Concurrent Enrollment Application, the SCHOOL DISTRICT certifies its determination that the student has the potential for success in coursework offered by the COLLEGE DISTRICT.
- c. Enrollment shall be open to any eligible student within the SCHOOL DISTRICT who has been admitted to the COLLEGE DISTRICT and who meets applicable prerequisite requirements as specified in Appendix B for the term for which s/he is enrolled. Applicable prerequisite courses, training, or experience which are required as preparation for courses offered through this AGREEMENT will be determined by the COLLEGE DISTRICT and shall be in compliance with applicable law and COLLEGE DISTRICT policies and standards.

2.5 Student Registration and Enrollment

- a. The COLLEGE DISTRICT shall provide the necessary college application and registration forms currently in effect for dual enrollment under this AGREEMENT.
- b. The COLLEGE DISTRICT and the SCHOOL DISTRICT shall collaborate to provide ancillary and support service in the areas of outreach and recruitment, assessment, placement, counseling, tutoring, and other related services as necessary. SCHOOL DISTRICT students requiring disability-related accommodations will be provided by SCHOOL DISTRICT in accordance to Section 504 or ADA requirements and as authorized by COLLEGE DISTRICT standards.
- c. The COLLEGE DISTRICT shall be responsible for processing student applications for dual enrollment under this AGREEMENT.
- d. A student who has been admitted to the COLLEGE DISTRICT and who meets applicable prerequisite requirements for CCAP coursework as specified in Appendix B may enroll in a maximum of 15 units per term if all of the following circumstances are satisfied *AB 288 Sec.2, EC § 76004(p)*:
 - i. The units constitute no more than four COLLEGE DISTRICT courses per term
 - ii. The units are part of an academic program that is part of the CCAP partnership agreement outlined in this AGREEMENT

Note: "AB 288" refers to California Assembly Bill No. 288 Chapter 618

Note: "Education Code" and "EC" refer to the California Education Code

Note: "CCR" refers to the California Code of Regulations

- iii. The units are part of an academic program that is designed to award students both a high school diploma and an associate degree or a certificate or credential
- a. Students enrolled in CCAP courses offered as part of this AGREEMENT will be directed to the official catalog of the COLLEGE DISTRICT for information regarding applicable academic policies and procedures.
- b. A student who withdraws from a CCAP course offered as part of this AGREEMENT will not receive credit for that course from the COLLEGE DISTRICT.
- c. Grades earned by students enrolled in CCAP courses offered as part of this AGREEMENT will be posted on the student's official COLLEGE DISTRICT transcript.

2.6 Student Fees and Instructional Materials

- a. High school students enrolled in CCAP courses offered as part of this AGREEMENT shall not be assessed any fee that is prohibited by Section 49011 of the California Education Code. *AB 288 Sec. 2, EC § 76004(f)*
 - i. The total cost of textbooks and other instructional materials for CCAP courses shall be specified in Appendix B of this AGREEMENT. The SCHOOL DISTRICT shall assume responsibility for the cost of all instructional materials.
- b. High school students enrolled in a CCAP course offered as part of this AGREEMENT and who are properly classified as having "special part-time student" status as described in AB 288 Sec.2, Education Code Section 76004(p) and item 2.5(d) above shall be exempt from the following COLLEGE DISTRICT fee requirements *AB 288 Sec.2, EC § 76004(q)*:
 - i. Student Representation Fee (*EC § 76060.5*);
 - ii. Nonresident Tuition Fee (*EC § 76140*);
 - iii. Transcript Fees (*EC § 76223*);
 - iv. Course Enrollment Fees (*EC § 76300*); and

Note: "AB 288" refers to California Assembly Bill No. 288 Chapter 618

Note: "Education Code" and "EC" refer to the California Education Code

Note: "CCR" refers to the California Code of Regulations

- v. Apprenticeship Course Fees (*EC § 76350*).
- c. In accordance with COLLEGE DISTRICT policies, high school students enrolled in a course offered through this AGREEMENT may be assessed fees that are not prohibited by Section 49011 of the California Education Code and are otherwise permitted pursuant to the Education Code.

2.7 Student Records

- a. The COLLEGE DISTRICT and the SCHOOL DISTRICT shall maintain the confidentiality of all student academic records and other personal student records in accordance with all applicable privacy laws, ordinances, regulations, and directives at the federal, state, and local levels. Both parties agree not to release such data to any third party without the prior written consent of the student or unless disclosure is otherwise authorized by law.
- b. The COLLEGE DISTRICT and the SCHOOL DISTRICT shall inform all of its officers, employees, and agents providing services as part of this AGREEMENT of the confidentiality of student academic records and other personal student records.
- c. The COLLEGE DISTRICT and the SCHOOL DISTRICT shall enforce applicable policies and procedures to ensure that each student record received pursuant to this AGREEMENT is used solely for the purpose(s) consistent with the user's authority to access that information pursuant to applicable federal and state law.
- d. The COLLEGE DISTRICT and the SCHOOL DISTRICT shall maintain accurate and complete records which shall include a record of educational services provided in sufficient detail to permit an evaluation of services in accordance with Education Code provisions. Such records shall be open to the respective inspection and audit by authorized professional staff of the COLLEGE DISTRICT, the SCHOOL DISTRICT, and other state agencies where such inspection and audit does not conflict with the Education Code.
- e. In all cases, standard FTES computation rules, support documentation, course section tabulations, and record retention requirements will apply, including as prescribed by California Code of Regulations, Title 5, Sections 58003.1 et seq., 58020 et seq., 58030 and 59020 et seq.

Note: "AB 288" refers to California Assembly Bill No. 288 Chapter 618

Note: "Education Code" and "EC" refer to the California Education Code

Note: "CCR" refers to the California Code of Regulations

- f. The COLLEGE DISTRICT and the SCHOOL DISTRICT shall securely transmit data files to each other upon the completion of articulated and dual enrolled courses according to each district's grade reporting deadlines. Upon completion of each term, OUSD will release student demographic information, grades and course completion data for students interested in acquiring college credit. Upon completion of each college term, SCC will release student demographic information, grades and course completion data for all OUSD students.
- g. If the COLLEGE DISTRICT and the SCHOOL DISTRICT determines that parent consent is necessary, it will be the SCHOOL DISTRICT's responsibility to attain such consent.

2.8 Regulatory Reporting

- a. The COLLEGE DISTRICT shall be responsible for the following as they relate to CCAP courses offered as part of this AGREEMENT:
 - i. Employer of record for purposes of assignment monitoring and reporting to the county office of education; and
 - ii. Reporting responsibilities pursuant to applicable federal teacher quality mandates.
- b. The COLLEGE DISTRICT and the SCHOOL DISTRICT shall report annually to the California Community Colleges Chancellor's Office all of the following information:
 - i. The total number of high school pupils by school site enrolled in each CCAP partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. *AB 288 Sec. 2, EC § 76004(t)(1)(A)*
 - ii. The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. *AB 288 Sec. 2, EC § 76004(t)(1)(B)*
 - iii. The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. *AB 288 Sec. 2, EC § 76004(t)(1)(C)*

Note: "AB 288" refers to California Assembly Bill No. 288 Chapter 618

Note: "Education Code" and "EC" refer to the California Education Code

Note: "CCR" refers to the California Code of Regulations

- iv. The total number of full-time equivalent students generated by CCAP partnership community college district participants. *AB 288 Sec. 2, EC § 76004(t)(1)(D)*

2.9 State Apportionment

- a. The COLLEGE DISTRICT shall include students enrolled in CCAP courses in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the course(s) comply with current requirements for dual enrollment under applicable California law.
 - i. The COLLEGE DISTRICT may limit enrollment in a course solely to eligible high school students if the course is offered at a SCHOOL DISTRICT campus during the regular school day and the course is offered pursuant to this AGREEMENT. *AB 288 Sec. 2, EC § 76004(o)(1)*
 - ii. For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus pursuant to AB 288 Sec. 2, Education Code Section 76004 (p)(1) shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. *AB 288 Sec. 2, EC § 76004(o)(1)*
- b. Neither the COLLEGE DISTRICT nor the SCHOOL DISTRICT shall receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment. *AB 288 Sec. 2, EC § 76004(r)*
- c. The number of full-time equivalent students (FTES) that the COLLEGE DISTRICT will claim per term per school for CCAP courses offered as part of this AGREEMENT will vary depending upon the particular course(s) offered and the number of students enrolled in any given term. Course details (e.g., course name, course title, number of units) for any given term in which CCAP courses are offered at the SCHOOL DISTRICT can be found in Appendix B of this AGREEMENT.

2.10 Other Procedures, Terms, and Conditions

- a. The COLLEGE DISTRICT shall provide the SCHOOL DISTRICT with current information pertaining to the procedures, terms, and conditions specified by its Governing Board regarding the following:

Note: "AB 288" refers to California Assembly Bill No. 288 Chapter 618

Note: "Education Code" and "EC" refer to the California Education Code

Note: "CCR" refers to the California Code of Regulations

- i. Enrollment period;
- ii. Student fees ;
- iii. Number of class hours sufficient to meet the stated performance objectives (if applicable);
- iv. Supervision and evaluation of students; and
- v. Withdrawal of students prior to completion of a course of program.

Current COLLEGE DISTRICT policies and procedures are accessible on the college website at www.sccollege.edu

- b. The COLLEGE DISTRICT and SCHOOL DISTRICT shall adhere to applicable procedures, terms, and conditions set forth by federal, state, and local regulations related to CCAP partnerships.
- c. The COLLEGE DISTRICT shall assess the CCAP partnership and the provisions of this AGREEMENT in accordance with COLLEGE DISTRICT guidelines regarding the review of its programs and partnership agreements.

3. CERTIFICATIONS

- 3.1** This AGREEMENT certifies that any COLLEGE DISTRICT instructor teaching a CCAP course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Section 87010, or any controlled substance offense as defined in Section 87011. All instructors employed by the COLLEGE DISTRICT must comply with the fingerprinting requirements set forth in the Education Code and COLLEGE DISTRICT board policies. *AB 288 Sec. 2, EC § 76004(h)*
- 3.2** This AGREEMENT certifies that any COLLEGE DISTRICT instructor teaching a CCAP course at the SCHOOL DISTRICT campus has not displaced or resulted in the termination of an existing SCHOOL DISTRICT teacher teaching the same course on that campus. *AB 288 Sec. 2, EC § 76004(i)*
- 3.3** This AGREEMENT certifies that a qualified SCHOOL DISTRICT teacher teaching a CCAP course offered for college credit at a SCHOOL DISTRICT campus has not displaced or resulted in the termination of an existing COLLEGE DISTRICT faculty

Note: "AB 288" refers to California Assembly Bill No. 288 Chapter 618

Note: "Education Code" and "EC" refer to the California Education Code

Note: "CCR" refers to the California Code of Regulations

member teaching the same course at the partnering COLLEGE DISTRICT. *AB 288 Sec. 2, EC § 76004(j)*

3.4 This AGREEMENT certifies that both the COLLEGE DISTRICT and the SCHOOL DISTRICT comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications and evaluation of the teacher or faculty member teaching a CCAP partnership course offered for high school credit. *AB 288 Sec. 2, EC § 76004(l)*

3.5 This AGREEMENT certifies that any remedial course taught by COLLEGE DISTRICT faculty at the SCHOOL DISTRICT campus as part of a CCAP partnership shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the SCHOOL DISTRICT, and shall involve a collaborative effort between high school and community college faculty to deliver an innovative remediation course as an intervention in the student’s junior or senior year to ensure the student is prepared for college-level work upon graduation. *AB 288 Sec. 2, EC § 76004(n)*

3.6 The COLLEGE DISTRICT certifies that:

- a. Degree and certificate programs offered by the COLLEGE DISTRICT have been approved by the California Community Colleges Chancellor’s Office; courses that constitute the programs are part of the approved programs, or the COLLEGE DISTRICT has received delegated authority to separately approve those courses locally. *CCR, Title5, § 58050(a)(1)*
- b. A COLLEGE DISTRICT course offered for college credit at the SCHOOL DISTRICT campus does not reduce access to the same course offered at the COLLEGE DISTRICT campus. *AB 288 Sec. 2, EC § 76004(k)(1)*
- c. A COLLEGE DISTRICT course that is oversubscribed or has a waiting list shall not be offered in the CCAP partnership. *AB 288 Sec. 2, EC § 76004(k)(2)*
- d. Participation in a CCAP partnership is consistent with the core mission of the COLLEGE DISTRICT pursuant to Section 66010.4, and that pupils participating in a CCAP partnership will not lead to enrollment displacement of otherwise eligible adults in the COLLEGE DISTRICT. *AB 288 Sec. 2, EC § 76004(k)(3)*

Note: “AB 288” refers to California Assembly Bill No. 288 Chapter 618

Note: “Education Code” and “EC” refer to the California Education Code

Note: “CCR” refers to the California Code of Regulations

- e. The COLLEGE DISTRICT does not receive full compensation for the direct education costs of the course(s) offered as part of this AGREEMENT from any public or private agency, individual, or group. *EC § 84752; CCR, Title5, § 58051.5*
- f. The COLLEGE DISTRICT is responsible for obtaining certification from the SCHOOL DISTRICT verifying that the instructional activity to be conducted will not be fully funded by other sources. *EC § 84752; CCR, Title5, § 58051.5*

4. INDEMNIFICATION

- 4.1** The COLLEGE DISTRICT agrees to indemnify, defend, and hold harmless the SCHOOL DISTRICT and its elected officials, appointed officers, employees, and other agents from and against any and all claims, liabilities, expenses, damages, defense costs, and reasonable legal fees resulting from the COLLEGE DISTRICT's operations or its services provided under this AGREEMENT, including without limitation bodily injury, death, personal injury, or property damage to any property, including physical damage to or loss of the COLLEGE DISTRICT's property or any property in the care, custody or control of the COLLEGE DISTRICT. The obligation to indemnify shall extend to all claims and losses that arise from acts of negligence by the COLLEGE DISTRICT, its officials, officers, employees, or other agents.
- 4.2** The SCHOOL DISTRICT agrees to indemnify, defend, and hold harmless the COLLEGE DISTRICT and its elected officials, appointed officers, employees, and other agents from and against any and all claims, liabilities, expenses, damages, defense costs, and reasonable legal fees resulting from the SCHOOL DISTRICT's operations or its services provided under this AGREEMENT, including without limitation bodily injury, death, personal injury, or property damage to any property, including physical damage to or loss of the SCHOOL DISTRICT's property or any property in the care, custody or control of the SCHOOL DISTRICT. The obligation to indemnify shall extend to all claims and losses that arise from acts of negligence by the SCHOOL DISTRICT, its officials, officers, employees, or other agents.

5. NON-DISCRIMINATION

- 5.1** It is the policy of the COLLEGE DISTRICT to provide fair and equitable treatment of all individuals participating in its programs without regard to ethnicity, religion, sexual identity, national origin, ancestry, age, or physical handicap.
- 5.2** The COLLEGE DISTRICT is committed to providing a work and learning environment free of intimidation, harassment and unlawful discrimination. The COLLEGE

Note: "AB 288" refers to California Assembly Bill No. 288 Chapter 618

Note: "Education Code" and "EC" refer to the California Education Code

Note: "CCR" refers to the California Code of Regulations

DISTRICT and the SCHOOL DISTRICT share in the responsibility of providing a harassment-free employment and educational environment in complying with both federal and state mandates and guidelines regarding non-discrimination and sexual harassment.

6. INSURANCE

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

7. CCAP POINTS OF CONTACT

- 7.1** The COLLEGE DISTRICT and the SCHOOL DISTRICT shall each appoint an educational administrator, as identified in Appendix B of this AGREEMENT, to serve as designated point of contact for the CCAP Partnership.
- 7.2** The COLLEGE DISTRICT and the SCHOOL DISTRICT are each responsible for providing immediate written notification to the other party regarding any changes in contact information over the course of any given term.

8. FILING OF CCAP PARTNERSHIP AGREEMENT

- 8.1** A copy of this AGREEMENT shall be filed with the California Community Colleges Chancellor's Office before the start of the CCAP partnership between the COLLEGE DISTRICT and the SCHOOL DISTRICT.
- 8.2** Any revision and subsequent submission of this AGREEMENT (including any appendices) shall be by mutual agreement of the COLLEGE DISTRICT and the SCHOOL DISTRICT and shall be in accordance with the California Community Colleges Chancellor's Office instructions.

Note: "AB 288" refers to California Assembly Bill No. 288 Chapter 618

Note: "Education Code" and "EC" refer to the California Education Code

Note: "CCR" refers to the California Code of Regulations

9. TERM OF CCAP PARTNERSHIP AGREEMENT

9.1 The term of this AGREEMENT shall be for one year beginning on the start date for the 2018 – 2019 and shall be renewable annually unless otherwise cancelled or terminated by the COLLEGE DISTRICT or the SCHOOL DISTRICT pursuant to Section 10 of this AGREEMENT. Per Education Code Section 81644, this continuing contract will be renewed annually, unless cancelled otherwise, for a period not to exceed 5 years.

10. CANCELLATION AND TERMINATION OF CCAP PARTNERSHIP AGREEMENT

10.1 Either the COLLEGE DISTRICT or the SCHOOL DISTRICT may cancel this AGREEMENT for convenience with a minimum 30-day written notice prior to the start of any course(s) to be offered as part of the CCAP partnership.

10.2 Either the COLLEGE DISTRICT or the SCHOOL DISTRICT may terminate this AGREEMENT for convenience with a minimum 30-day written notice specifying the date and scope of such termination. Such notice of termination shall not affect students currently enrolled in CCAP courses offered as part of this AGREEMENT.

11. NOTICES

11.1 Any and all notices required to be given hereunder shall be deemed given when personally delivered to the other party or deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, at the following addresses and to the attention of the persons indicated below.

COLLEGE DISTRICT

Rancho Santiago Community College District

2323 North Broadway

Santa Ana, California 92706-1640

ATTN: Mr. Peter J. Hardash, Vice Chancellor of Finance Services

SCHOOL DISTRICT

Orange Unified School District

1401 North Handy Street

Note: "AB 288" refers to California Assembly Bill No. 288 Chapter 618

Note: "Education Code" and "EC" refer to the California Education Code

Note: "CCR" refers to the California Code of Regulations

Orange, California 92867

ATTN: Dr. Gunn Marie Hansen, Superintendent

12. ACCEPTANCE OF FACSIMILE SIGNATURES

12.1 The COLLEGE DISTRICT and the SCHOOL DISTRICT agree that agreements ancillary to this AGREEMENT and related documents to be entered into in connection with this AGREEMENT will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

13. GOVERNING LAW

13.1 This AGREEMENT has been made in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this Agreement will be in Orange County.

14. SEVERABILITY

14.1 If any provisions of this AGREEMENT are or become contrary to State law or regulations of other agencies or decisions of courts of competent jurisdictions, the COLLEGE DISTRICT and the SCHOOL DISTRICT agree to renegotiate such provisions accordingly.

15. AUTHORIZATION WARRANTY

15.1 The COLLEGE DISTRICT and the SCHOOL DISTRICT hereby represent and warrant that the persons executing this AGREEMENT for each District is an authorized agent who has actual authority to bind the District to each and every term, condition, and obligation set forth in this AGREEMENT and that all requirements of the District have been fulfilled to provide such actual authority.

16. COUNTERPARTS

16.1 This AGREEMENT may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

Note: "AB 288" refers to California Assembly Bill No. 288 Chapter 618

Note: "Education Code" and "EC" refer to the California Education Code

Note: "CCR" refers to the California Code of Regulations

IN WITNESS WHEREOF, the COLLEGE DISTRICT and the SCHOOL DISTRICT have caused this AGREEMENT to be subscribed in its behalf by its duly authorized officers, the day, month, and year indicated below.

Rancho Santiago Community College District

By: _____ Date _____
Peter J. Hardash
Vice Chancellor, Finance Services

Orange Unified School District

By: _____ Date _____
Dr. Gunn Marie Hansen
Superintendent

Note: "AB 288" refers to California Assembly Bill No. 288 Chapter 618
Note: "Education Code" and "EC" refer to the California Education Code
Note: "CCR" refers to the California Code of Regulations

APPENDIX A

Pursuant to California Assembly Bill No. 288, the COLLEGE DISTRICT and SCHOOL DISTRICT enter into this partnership agreement to offer College and Career Pathways (CCAPs) to high school students for the purposes of expanding dual enrollment opportunities to facilitate college and career readiness, particularly among students who may not already be college-bound or who are underrepresented in higher education.

The goal of the CCAP partnership is to offer seamless pathways from high school to community college to promote: 1) academic preparation for transfer to four-year colleges/universities; and/or 2) completion of career and technical education programs for entry into the workforce.

The following pathways are included in this CCAP partnership agreement between the COLLEGE DISTRICT and SCHOOL DISTRICT:

1. Intersegmental General Education Transfer Curriculum (IGETC) Pathway*

This pathway includes COLLEGE DISTRICT courses which have been approved to meet the lower-division general education requirements at any CSU or University of California campus.

** The specific courses offered during any particular term may vary. All courses offered within this pathway shall represent courses approved for the Intersegmental General Education Transfer Curriculum (IGETC) for UC and CSU in the semester in which they are offered.*

SAMPLE IGETC Pathway:

Term/Year	9th	10th	11th	12th
Fall	Counseling 101: Educational, Personal, Cultural, and Career Exploration (3 units)	American Sign Language 110: American Sign Language I (4 units) OR Spanish 101: Elementary Spanish I (5 units)	Communication 100: Introduction to Interpersonal Communication (3 units) OR Communication 110: Public Speaking (3 units)	History 120: The United States to 1877 (3 units) OR History 121: The United States Since 1877 AND English 101, 102 or 103: Composition, Literature or Critical Thinking (4 units)
Spring	Kinesiology 104: Healthful Living (3 units)	American Sign Language 111: American Sign Language II (4 units) OR Spanish 102: Elementary Spanish II (5 units)	Psychology 100: Introduction to Psychology (3 units) OR Sociology 100: Introduction to Sociology (3 units) AND Earth Science 100: Physical Geology (3 units) OR Any course from IGETC Area 5B/5C	Political Science 101: Introduction to Political Science (3 units) OR Any course from IGETC Area 4 AND English 101, 102 or 103: Composition, Literature or Critical Thinking (4 units)
Summer	TV/Video Communications 104: History of Film 1945 to Present (3 units) OR Music 101: Music Appreciation (3 units)	TV/Video Communications 104: History of Film 1945 to Present (3 units) OR Music 101: Music Appreciation (3 units)	Biology 259: Environmental Biology (4 units)	
OTHER			College level math to be determined and taken in either junior or senior year.	

APPENDIX B – SUBMISSION FOR _____ [INSERT TERM(S)/YEAR]

Appendix B must be completed and submitted for each term during which COLLEGE DISTRICT coursework is offered at the SCHOOL DISTRICT as part of a College and Career Access Pathways (CCAP) partnership governed by California Assembly Bill No. 288, Chapter 618.

COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	INSTRUCTOR PAID BY:	LOCATION
1.		<input type="checkbox"/> Fall <input type="checkbox"/> Spring				<input type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input type="checkbox"/> HS
2.		<input type="checkbox"/> Fall <input type="checkbox"/> Spring				<input type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input type="checkbox"/> HS
3.		<input type="checkbox"/> Fall <input type="checkbox"/> Spring				<input type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input type="checkbox"/> HS
4.		<input type="checkbox"/> Fall <input type="checkbox"/> Spring				<input type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input type="checkbox"/> HS

INSTRUCTIONAL MATERIALS AND COSTS - The total cost of textbooks and other instructional materials for SCHOOL DISTRICT students participating as part of this CCAP partnership will be borne by school district, pursuant to the terms of this AGREEMENT. The selection of the textbook will be made by the COLLEGE DISTRICT instructor.

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL MATERIALS	COST
1.				
2.				
3.				
4.				

COLLEGE DISTRICT
 Marilyn Flores, Ph.D.
 Vice President, Academic Affairs
 Santiago Community College
 8045 East Chapman
 Orange, California 92869

SCHOOL DISTRICT
 Gunn Marie Hansen, Ph.D.
 Superintendent of Schools
 Orange Unified School District
 1401 North Handy Street
 Orange, California 92867

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santiago Canyon College – Business and Career Technical Education Division**

To:	Board of Trustees	Date:	March 12, 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

As part of the Career and Technical Education (CTE) and Strong Workforce Initiative (SWI) mission at Santiago Canyon College, the division has engaged in a variety of Work-Based Learning (WBL) activities across campus. Current SWI programs are being studied with the outcome of developing a comprehensive program that will support all CTE students and meet the statewide metrics. 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. SCC/RSCCD will receive assistance to prepare a WBL plan in support of the implementation of Strong Workforce Program outcomes and Guided Pathways objectives, followed by assistance in implementing the California Community College Foundation Career Experience Suite of tools supporting WBL.

The \$10,000 Pilot participation cost will be paid by LAOCRC (Los Angeles-Orange County Regional Consortia) as Santiago Canyon College is participating in the Orange County Regional Strong Workforce WBL project, as an active voting member college.

ANALYSIS

The timing of this project works in parallel with Strong Workforce activities currently deployed at Santiago Canyon College centered on job development, internship and work-based learning activities. As this project is an integral part of the job development component of the Strong Workforce initiative, participation by Santiago Canyon College will allow the utilization of tools and resources that are being implemented statewide. In addition having external support to identify and implement best practices for WBL initiatives will allow Santiago Canyon College to establish a program that supports our CTE students and business 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 as presented.

Fiscal Impact:	None	Board Date:	March 12, 2018
Prepared by:	Marilyn Flores, Ph.D., Vice President of Academic Affairs Von Lawson, Dean of Business and Career Technical Education		
Submitted by:	John Hernandez, Ph.D., President, Santiago Canyon 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 Santiago Canyon College

Agreement No. WL-036-17

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 Santiago Canyon 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

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

RSCCD/Santiago Canyon College:

Jetza Torres
Director of Strong Workforce, Special Programs
8045 E. Chapman Avenue
Orange, CA 92869
714-628-5070
torres_jetza@sccollege.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**SANTIAGO CANYON COLLEGE – ORANGE EDUCATION CENTER**

To:	Board of Trustees	Date: March 12, 2018
Re:	Approval of Instructional Services Agreement with the National Career Advancement Institute	
Action:	Request for Approval	

BACKGROUND

The National Career Advancement Institute (NCAI) is requesting to enter into an Instructional Services Agreement with the Santiago Canyon College - Orange Education Center (SCC-OEC). Attached is the Instructional Service Agreement (SCC Contract # SCC 18-0312D) that describes the roles and responsibilities of SCC-OEC and NCAI. The agreement is for the period of April 1, 2018 through June 30, 2019.

ANALYSIS

Through this Instructional Services Agreement, SCC-OEC will provide noncredit courses that are part of short-term employment preparation programs in the areas of office occupations and health occupations at various facilities designated by NCAI that are geographically located within RSCCD's service area. NCAI will provide the faculty who teach under this agreement. RSCCD will collect State apportionment for these classes and reimburse NCAI \$2.75 per student attendance hour.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Instructional Services Agreement with the National Career Advancement Institute to authorize SCC-OEC to provide noncredit courses that are part of short-term employment preparation programs for the period of April 1, 2018 through June 30, 2019 as presented.

Fiscal Impact: Apportionment	Board Date: March 12, 2018
Prepared by: Jose Vargas, Vice President of Continuing Education	
Submitted by: John Hernandez, Ph.D., President	
Recommended by: Raúl Rodriguez, Ph.D., Chancellor	

INSTRUCTIONAL SERVICES AGREEMENT
BETWEEN THE
NATIONAL CAREER ADVANCEMENT INSTITUTE
AND THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is entered into this First day of April 2018, which date is enumerated for purposes of reference only, by and between the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as “RSCCD,” and the NATIONAL CAREER ADVANCEMENT INSTITUTE, at 5753 E. Santa Ana Canyon RD, Suite G409, Anaheim, CA 92807, hereinafter referred to as “NCAI.”

WITNESSED:

WHEREAS, DISTRICT serves as the primary adult education provider in its service area; and

WHEREAS, DISTRICT wishes to provide the necessary instructional programs and student support services to support the educational and career goals of adult learners; and

WHEREAS, DISTRICT represents that instructors employed by DISTRICT possess the minimum qualifications required for courses taught; and

WHEREAS, DISTRICT operates on the basis of sound administrative policies and adheres to non-discriminatory practices and does not and shall not discriminate on the basis of sex, race, disability, sexual orientation, religion, ethnic or national origin, age, prior educational status, or any other unreasonable basis for discrimination; and

WHEREAS, NCAI represents that it is a California Limited Liability Company that’s especially trained, experienced, qualified, and competent to perform the serviced defined herein; and

WHEREAS, NCAI represents that it has been very successful at locating competitive employment for a high percentage of the individuals they serve; and

WHEREAS, NCAI operates on the basis of sound administrative policies and adheres to non-discriminatory practices and does not and shall not discriminate on the basis of sex, race, disability, sexual orientation, religion, ethnic or national origin, age, prior educational status, or any other unreasonable basis for discrimination; and

WHEREAS, NCAI maintains current and accurate student attendance and progress records, and NCAI consents to inspection of these records by authorized representatives of DISTRICT, the California Community College Board of Governors, and other regulatory and administrative agencies; and

WHEREAS, NCAI represents that it is free of any pending or existing proceedings against it or that of any of its instructors; or in the alternative, that it can show to the satisfaction to the DISTRICT by way of written evidence that such proceedings are without merit and will be disposed of in favor of NCAI;

NOW, THEREFORE, in consideration of the conditions, covenants, terms, agreements and recitals contained herein, it is mutually agreed as follows:

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
A. Recitals	4
B. Term	4
C. Optional Termination	4
D. Responsibilities of RSCCD	4
E. Responsibilities of NCAI	6
F. Responsibilities of RSCCD and NCAI	7
G. Payment	7
H. Notices	8
I. Status of NCAI and RSCCD	9
J. Alteration of Terms	9
K. Certification by RSCCD	9
L. Certification by NCAI	10
M. Insurance	10
N. Indemnification	10
Signature Page	12
Attachment A - Courses of Instruction	13

A. RECITALS:

All the above recitals are true and correct.

B. TERM:

The term of this Agreement shall be for fifteen months, commencing April 1, 2018 and terminating June 30, 2019, unless earlier terminated by either party in the manner set forth herein.

C. OPTIONAL TERMINATION:

NCAI or RSCCD may terminate this Agreement, without cause, at the end of any semester or summer session, upon thirty days written notice to the other party.

D. RESPONSIBILITIES OF RSCCD:

1. RSCCD shall provide instruction and training to eligible students of the RSCCD at various facilities designated by NCAI. RSCCD is responsible for the education programs conducted at these facility sites.
2. RSCCD shall provide classes is short-term Career Technical Education that prepare students for entry-level employment. The courses of instruction under this agreement are listed in the annual Santiago Canyon College Catalog and as an attachment to this agreement (Attachment A). The total number of student attendance hours under this agreement shall not exceed 18,500 per fiscal year.
3. The curriculum shall be as described in the RSCCD's Catalog and the program and course outlines on file in the Instruction Office as approved by the Curriculum Council, the Chancellor, the Board of Trustees of RSCCD, and the Chancellor's Office of the California Community Colleges.
4. RSCCD shall use selected NCAI staff as instructors to provide the instruction and training covered in this Agreement. In order to meet the California Code of Regulations, Title 5, requirement, that students be under the immediate supervision of an "employee" of RSCCD, RSCCD will invoke the provision of Title 5, Section 58058(b).

Accordingly, NCAI staff that is used, as instructors will be required to enter into written individual instructor service agreements with RSCCD regarding their responsibilities for delivering the curriculum called for in this Agreement.

RSCCD shall have the primary right to control and direct instructional activities of the instructor while instructor is conducting a class, or classes, given through an instructional service agreement between RSCCD and NCAI.

5. Instruction to be claimed for apportionment by RSCCD under this Agreement shall be under the immediate supervision and control of an employee of the RSCCD (Title 5, Section 58058) who has met the minimum qualifications for instruction in a noncredit subject in a California community college.
6. RSCCD's minimum qualifications for instructors teaching under this agreement are consistent with requirements in other similar courses offered within the RSCCD.
7. RSCCD shall demonstrate control and direction of the instructional courses offered under this agreement through such appropriate actions as providing the instructors with an orientation, instructor's manual, course outline, curriculum material, testing and grading procedures, and any other materials and services it would provide to its hourly instructors on campus.
8. RSCCD has specified the courses of instruction within this Agreement (Attachment A), and the outlines of record for such courses have been approved by the college's curriculum committee as meeting Title 5 course standards, and the RSCCD's board of trustees has approved the courses.
9. RSCCD shall use procedures to assure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. RSCCD shall assure that the courses offered through this agreement, and the faculty and the students, are held to a level of rigor comparable to that of the other sections of noncredit education courses offered within the RSCCD.
10. RSCCD shall claim state apportionment for student attendance generated in classes covered by this Agreement. NCAI shall not claim state apportionment for the same student attendance hours claimed by RSCCD.

11. RSCCD shall reimburse NCAI for use of staff and facilities, in accordance with the terms stated in Section G, "PAYMENT."
12. RSCCD shall provide the normal administrative functions, including admissions, counseling, registration, and achievement records comparable to those maintained for any student of RSCCD.

E. RESPONSIBILITIES OF NCAI:

1. NCAI shall provide staff and facilities for RSCCD to utilize in the operation of its instructional programs for eligible students of the RSCCD.
2. NCAI staff who are used as instructors under this Agreement will be appropriately credentialed to teach the subject areas covered by this Agreement.
3. Pursuant to California Code of Regulations, Title 5, Section 58058(b), NCAI staff used as instructors under this Agreement will enter into individual agreements with RSCCD regarding their responsibilities as instructors for RSCCD, specifically for delivery of the curriculum covered by this Agreement. All instructor agreements will be kept on file by RSCCD.
4. RSCCD shall not be obligated to make any payment to NCAI staff for services under the terms of this Agreement. Any and all salaries and benefits payable or owing to NCAI staff who are used as instructors under the terms of this Agreement are the sole responsibility and liability of NCAI.
5. NCAI shall not be reimbursed for more than the total hours called for in the curriculum in any one subject area for any one student.
6. NCAI shall provide all necessary instructional supplies and equipment for classes covered by the Agreement. All material and equipment supplied by NCAI shall remain the property of NCAI and shall not be removed from the premises without permission of NCAI.
7. NCAI shall not charge students receiving instruction and training under this Agreement additional cost for tuition.
8. NCAI will provide those administrative functions essential for the operation of facilities, at its own expense, where the instructional programs under this agreement take place.

9. NCAI shall be in compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Higher Education Act of 1972, Section 504 of the Rehabilitation Act of 1973, the U.S. Presidential Executive Order 11246, and subsequent amendments (if applicable) and the intent of the Board of Governors of the California Community Colleges affirmative action resolution adopted April 12, 1973, and all applicable local, state, and federal health and safety regulations.
10. NCAI shall ensure that courses under this agreement shall be held at facilities that are clearly identified as being open to the general public. Enrollment in the courses is open to any person who has been admitted to the college and has met any applicable prerequisites.
11. NCAI shall retain records of enrollees' attendance for at least five (5) years and shall, upon request, make them available for review by RSCCD and the Chancellor's Office of the California Community Colleges.

F. RESPONSIBILITIES OF RSCCD AND NCAI:

1. RSCCD and NCAI will make available as appropriate support services such as counseling, guidance and placement assistance for the students.
2. RSCCD and NCAI will supervise students and evaluate student progress.
3. RSCCD and NCAI will determine the withdrawal procedures and documentation applicable to students who seek to withdraw prior to completion of a course.
4. Procedures, Terms, and Conditions. The enrollment period for instructional programs under this agreement is determined by RSCCD and is unique to this program. The students do not pay enrollment fees for the education courses under this agreement. The RSCCD determines the number of class hours sufficient to meet the stated performance objectives.

G. PAYMENT:

1. RSCCD shall reimburse NCAI for the use of staff and facilities at the rate of \$2.75 per student attendance hour, up to a maximum of 18,500 hours (\$50,875) per fiscal year. The hours claimed under this Agreement must be certified to RSCCD for actual attendance during the preceding month for all properly enrolled students. Such payment is

considered full payment to cover all of NCAI's contract cost of operating the instructional programs covered by this Agreement.

2. NCAI shall submit certified statements and billing monthly to:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College

Orange Education Center

1465 N. Batavia Street

Orange, CA 92867

ATTENTION: Vice President, Continuing Education

3. NCAI billing shall include evidence of positive attendance in accordance with State regulations. At the end of each month, RSCCD will send the total attendance hours posted for the month to NCAI's designee for reconciliation and confirmation/certification so that an invoice can be generated. All billings shall include the total number of actual student attendance hours.
4. RSCCD shall reimburse NCAI within twenty (20) days after receipt of billing.

H. NOTICES:

1. Except for the notices provided for in Subsection 2 of this Section, all notices authorized or required by this Agreement shall be effective when written and deposited in the United States Mail, first class postage prepaid and addressed as follows:

RSCCD:

Santiago Canyon College

Rancho Santiago Community College District

2323 North Broadway

Santa Ana, CA 92706-1640

Attention: Vice President, Continuing Education

NCAI:

National Career Advancement Institute, LLC

5753 E. Santa Ana Canyon Rd., Suite G409
Anaheim, CA 92807

2. Termination notices shall be effective when written and deposited in the United States mail, certified, return receipt requested and addressed as above.

I. STATUS OF NCAI AND RSCCD:

NCAI is, and shall at all times be deemed to be an independent contractor.

Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between RSCCD and NCAI, or any of NCAI's agents or employees. NCAI, its agents and employees shall not be entitled to any rights or privileges of RSCCD employees and shall not be considered in any manner to be RSCCD employees.

RSCCD is, and shall at all times be deemed to be an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between NCAI and RSCCD, or any of RSCCD's agents or employees. RSCCD, its agents and employees, shall not be entitled to any rights or privileges of NCAI employees and shall not be considered in any manner to be NCAI employees.

J. ALTERATION OF TERMS:

This Agreement fully expresses all understanding of RSCCD and NCAI, with respect to the subject matter of this Agreement and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both parties.

K. CERTIFICATION BY RSCCD:

RSCCD hereby certifies that on all student attendance from classes offered through this Agreement which it reports for state apportionment, it does not, and will not, receive full

compensation for the direct education costs of the courses from any other public or private agency, individual, or group.

L. CERTIFICATION BY NCAI:

NCAI hereby certifies that in receiving the compensation for attendance hours stipulated in this Agreement, it does not, and will not, receive full compensation for the direct education costs of the courses from any other public or private agency, individual, or group.

M. INSURANCE:

1. NCAI shall obtain and maintain insurance, at the expense of NCAI, all workers' compensation insurance required by law for its employees in the operation of this program.
2. NCAI shall maintain during the entire term of this Agreement insurance for general liability in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and THREE MILLION DOLLARS (\$3,000,000) aggregate. Said coverage shall expressly name Rancho Santiago Community College District, its officers, agents, and employees, as Additional Insured. NCAI shall provide to RSCCD a certificate of insurance and the Additional Insured Endorsement covering the contract period and stating the required coverage.
 - a. This coverage shall not be canceled or coverage reduced until notice has been mailed to RSCCD stating the date of cancellation or reduction. Coverage shall not be canceled until 30 days have passed from date of receipt of such notice.
 - b. Such coverage as provided shall be primary and any coverage carried by RSCCD shall be excess and non-contributory.

N. INDEMNIFICATION:

RSCCD shall indemnify and hold NCAI, its officers, agents, employees, and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any

act or omission of RSCCD, its officers, agents, employees, subcontractors and independent contractors related to this Agreement, for property damage, bodily injury or death, or any other element of damage of any kind or nature, and RSCCD shall defend, at its expense, including attorney fees, NCAI, its officers, agents, employees, and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

NCAI shall indemnify and hold RSCCD, its officers, agents, employees, and independent contractors, free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of NCAI, its officers, agents, employees, subcontracts, and independent contractors related to this Agreement, for property damage, bodily injury or death, or any other element of damage of any kind or nature, and NCAI shall defend, at its expense, including attorney fees, RSCCD, its officers, agents, employees, and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

IN WITNESS WHEREOF, the parties have executed the AGREEMENT to provide education classes to eligible students of the RSCCD.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Signature:

Date:

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

NCAI

Signature:

Date:

Mohib Hamidi, Chief Executive Officer
National Career Advancement Institute, LLC
5753 E. Santa Ana Canyon Rd., Suite G409
Anaheim, CA 92807
(949) 878-8344

Attachment A
COURSES OF INSTRUCTION

COURSES IN SHORT-TERM CAREER TECHNICAL EDUCATION

VBUS 010	Introduction to Web Design Using Adobe Dreamweaver	60
VBUS 012	Workforce Readiness	60
VBUS 013	Introduction to Personal Management using MS Outlook	60
VBUS 014	Introduction to Mobile and Social Media	60
VBUS 080	Introduction to Medical Billing	120
VBUS 096	Introduction to Use of Digital Cameras	60
VBUS 097	Introduction to Personal Commerce on the Internet	60
VBUS 101	Introduction to 3D Modeling Using Blender	60
VBUS 102	Introduction to Desktop Publishing Using Adobe InDesign	60
VBUS 103	Introduction to MS Project	60
VBUS 105	Introduction to 3D Animation Using Blender	60
VBUS 107	Seminar in Adobe Tools	60
VBUS 109	Introduction to Desktop Video Editing Using Adobe Premiere	60
VBUS 117	Introduction to Document Processing Using Adobe Acrobat	30
VBUS 118	Introduction to Windows	60
VBUS 119	Introduction to Keyboarding and Basic Windows	60
VBUS 020	Introduction to Animations Using Adobe Animate	60
VBUS 121	Introduction to Computer Software Applications	60
VBUS 242	Introduction to Vector Graphics Using Adobe Illustrator	60
VBUS 257	Seminar in Business Applications	60
VBUS 258	Navigating the Internet	36
VBUS 260	Introduction to Word Processing using MS Word	60
VBUS 261	Introduction to Databases using MS Access	60
VBUS 262	Introduction to Spreadsheets using MS Excel	60
VBUS 302	Introduction to Web Page Development using HTML	60
VBUS 303	Introduction to Electronic Imaging Using Adobe Photoshop	60
VBUS 304	Introduction to Electronic Presentations using PowerPoint	60
VMED 010	Overview of Nursing Assistant Training Program	10
VMED 011	Certified Nursing Assistant (CAN) Training	160
VMED 020	Overview of Medical Assistant Training Program	10
VMED 021	Medical Terminology for Medical Assistants	60
VMED 022	Business Procedures for Medical Assistants	180
VMED 023	Body Systems for Medical Assistants	60
VMED 024	Human Diseases and Disorders for Medical Assistants	60
VMED 025	Clinical Procedures for Medical Assistants	120
VMED 026	Surgical Assisting for Medical Assistants	90
VMED 027	Externship for Medical Assistants	150

Rancho Santiago Comm Coll District

Board Meeting of 03/12/18

AP0020

Bank Code: 92 District Funds

Check Registers Submitted for Approval

Page: 1

Checks Written for Period 02/13/18 Thru 02/26/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
65958	General Fund Unrestricted	30,013.13	0.00	30,013.13	92*0498994	92*0499006
65959	General Fund Unrestricted	2,167,958.12	0.00	2,167,958.12	92*0499007	92*0499019
65960	General Fund Unrestricted	351,597.01	0.00	351,597.01	92*0499023	92*0499038
65961	General Fund Unrestricted	63,438.67	0.00	63,438.67	92*0499047	92*0499094
65962	General Fund Unrestricted	1,351.01	0.00	1,351.01	92*0499095	92*0499104
65965	General Fund Unrestricted	87,402.52	0.00	87,402.52	92*0499112	92*0499134
65966	General Fund Unrestricted	132,855.06	0.00	132,855.06	92*0499135	92*0499152
65970	General Fund Unrestricted	165,565.12	0.00	165,565.12	92*0499164	92*0499209
65971	General Fund Unrestricted	46.82	0.00	46.82	92*0499211	92*0499211
65974	General Fund Unrestricted	8,666.00	0.00	8,666.00	92*0499216	92*0499217
65975	General Fund Unrestricted	165.90	82.95	82.95	92*0499232	92*0499248
65976	General Fund Unrestricted	29,467.50	0.00	29,467.50	92*0499252	92*0499366
65983	General Fund Unrestricted	3,290.00	0.00	3,290.00	92*0499385	92*0499385
65985	General Fund Unrestricted	3,672.29	0.00	3,672.29	92*0499388	92*0499395
65986	General Fund Unrestricted	103,504.28	0.00	103,504.28	92*0499400	92*0499408
65989	General Fund Unrestricted	14,063.19	0.00	14,063.19	92*0499431	92*0499435
65990	General Fund Unrestricted	5,514.72	0.00	5,514.72	92*0499436	92*0499444
65991	General Fund Unrestricted	453.20	0.00	453.20	92*0499445	92*0499445
65992	General Fund Unrestricted	224.39	0.00	224.39	92*0499446	92*0499447
66005	General Fund Unrestricted	600.00	0.00	600.00	92*0499491	92*0499491
66006	General Fund Unrestricted	2,374.00	0.00	2,374.00	92*0499492	92*0499498
66008	General Fund Unrestricted	41,687.84	698.13	40,989.71	92*0499500	92*0499565
66014	General Fund Unrestricted	23,764.37	0.00	23,764.37	92*0499592	92*0499594
66015	General Fund Unrestricted	18,177.28	0.00	18,177.28	92*0499601	92*0499601
66016	General Fund Unrestricted	3,389.75	0.00	3,389.75	92*0499605	92*0499621
66017	General Fund Unrestricted	15,847.06	8,818.16	7,028.90	92*0499629	92*0499687
Total Fund 11 General Fund Unrestricted		\$3,275,089.23	\$9,599.24	\$3,265,489.99		

4.1(1)

Checks Written for Period 02/13/18 Thru 02/26/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
65797	General Fund Restricted	0.00	5,980.00	-5,980.00	92*0496981	92*0496981
65919	General Fund Restricted	0.00	50.00	-50.00	92*0498362	92*0498362
65958	General Fund Restricted	1,401.75	0.00	1,401.75	92*0498997	92*0498997
65959	General Fund Restricted	10,488.04	0.00	10,488.04	92*0499009	92*0499022
65960	General Fund Restricted	4,321.06	0.00	4,321.06	92*0499039	92*0499046
65961	General Fund Restricted	37,312.61	0.00	37,312.61	92*0499048	92*0499093
65962	General Fund Restricted	2,828.85	0.00	2,828.85	92*0499096	92*0499108
65963	General Fund Restricted	30.00	0.00	30.00	92*0499109	92*0499109
65965	General Fund Restricted	345,605.80	0.00	345,605.80	92*0499111	92*0499130
65966	General Fund Restricted	7,071.79	0.00	7,071.79	92*0499143	92*0499153
65970	General Fund Restricted	224,365.65	0.00	224,365.65	92*0499168	92*0499204
65971	General Fund Restricted	130.65	0.00	130.65	92*0499210	92*0499212
65974	General Fund Restricted	1,510.00	0.00	1,510.00	92*0499218	92*0499219
65975	General Fund Restricted	10,096.08	5,048.04	5,048.04	92*0499220	92*0499251
65983	General Fund Restricted	702.74	0.00	702.74	92*0499381	92*0499384
65985	General Fund Restricted	11,299.68	0.00	11,299.68	92*0499387	92*0499399
65986	General Fund Restricted	1,988.01	0.00	1,988.01	92*0499409	92*0499409
65987	General Fund Restricted	5,533.82	0.00	5,533.82	92*0499412	92*0499422
65988	General Fund Restricted	14,646.12	0.00	14,646.12	92*0499423	92*0499429
65992	General Fund Unrestricted	329.05	0.00	329.05	92*0499448	92*0499448
65993	General Fund Restricted	91,503.83	0.00	91,503.83	92*0499449	92*0499450
65994	General Fund Restricted	94.72	0.00	94.72	92*0499451	92*0499451
65995	General Fund Restricted	520.49	0.00	520.49	92*0499452	92*0499454
65996	General Fund Restricted	459.62	0.00	459.62	92*0499455	92*0499455
65997	General Fund Restricted	252.98	0.00	252.98	92*0499456	92*0499456
65998	General Fund Restricted	1,347.39	0.00	1,347.39	92*0499457	92*0499460
65999	General Fund Restricted	176.25	0.00	176.25	92*0499462	92*0499462
66000	General Fund Restricted	2.90	0.00	2.90	92*0499463	92*0499463
66001	General Fund Restricted	6.14	0.00	6.14	92*0499464	92*0499464
66002	General Fund Restricted	192.30	0.00	192.30	92*0499465	92*0499465
66005	General Fund Restricted	25,767.11	0.00	25,767.11	92*0499480	92*0499490
66006	General Fund Restricted	1,622.03	0.00	1,622.03	92*0499493	92*0499496
66007	General Fund Restricted	600.00	0.00	600.00	92*0499499	92*0499499
66008	General Fund Restricted	252,210.11	48,509.87	203,700.24	92*0499501	92*0499564
66009	General Fund Restricted	47,703.45	0.00	47,703.45	92*0499566	92*0499573
66014	General Fund Restricted	3,315.59	0.00	3,315.59	92*0499590	92*0499597
66015	General Fund Restricted	191.34	0.00	191.34	92*0499598	92*0499599
66016	General Fund Restricted	23,004.25	0.00	23,004.25	92*0499602	92*0499627
66017	General Fund Restricted	345,382.09	232,028.49	113,353.60	92*0499628	92*0499694

Total Fund 12 General Fund Restricted

\$1,474,014.29 \$291,616.40 \$1,182,397.89

4.1(2)

Checks Written for Period 02/13/18 Thru 02/26/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
65958	GF Unrestricted One-Time Func	7,080.00	0.00	7,080.00	92*0499001	92*0499003
65959	GF Unrestricted One-Time Func	4,000.60	0.00	4,000.60	92*0499012	92*0499012
65961	General Fund Restricted	6,018.50	0.00	6,018.50	92*0499067	92*0499067
65962	GF Unrestricted One-Time Func	1,319.00	0.00	1,319.00	92*0499103	92*0499107
65965	GF Unrestricted One-Time Func	3,052.76	0.00	3,052.76	92*0499114	92*0499128
65970	GF Unrestricted One-Time Func	1,160.00	0.00	1,160.00	92*0499178	92*0499179
65984	GF Unrestricted One-Time Func	40,915.51	0.00	40,915.51	92*0499386	92*0499386
65986	GF Unrestricted One-Time Func	2,150.00	0.00	2,150.00	92*0499407	92*0499407
65987	GF Unrestricted One-Time Func	2,332.49	0.00	2,332.49	92*0499410	92*0499411
65988	GF Unrestricted One-Time Func	499.00	0.00	499.00	92*0499430	92*0499430
65990	General Fund Unrestricted	564.08	0.00	564.08	92*0499441	92*0499441
65998	GF Unrestricted One-Time Func	46,553.93	0.00	46,553.93	92*0499461	92*0499461
66006	GF Unrestricted One-Time Func	9,386.36	0.00	9,386.36	92*0499495	92*0499497
66008	GF Unrestricted One-Time Func	39,050.06	15,900.00	23,150.06	92*0499504	92*0499560
66009	GF Unrestricted One-Time Func	128.65	0.00	128.65	92*0499574	92*0499574
66014	GF Unrestricted One-Time Func	2,008.82	0.00	2,008.82	92*0499591	92*0499591
66015	GF Unrestricted One-Time Func	5,386.42	0.00	5,386.42	92*0499600	92*0499600
66016	GF Unrestricted One-Time Func	2,066.80	0.00	2,066.80	92*0499606	92*0499606
Total Fund 13 GF Unrestricted One-Time		\$173,672.98	\$15,900.00	\$157,772.98		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
65956	Child Development Fund	9,699.99	0.00	9,699.99	92*0498977	92*0498983
65964	Child Development Fund	1,290.00	0.00	1,290.00	92*0499110	92*0499110
65969	Child Development Fund	3,222.51	0.00	3,222.51	92*0499156	92*0499163
65973	Child Development Fund	2,100.00	0.00	2,100.00	92*0499214	92*0499215
65981	Child Development Fund	1,249.09	0.00	1,249.09	92*0499374	92*0499377
65982	Child Development Fund	863.03	0.00	863.03	92*0499378	92*0499380
66004	Child Development Fund	7,840.19	0.00	7,840.19	92*0499468	92*0499479
66013	Child Development Fund	6,291.72	0.00	6,291.72	92*0499580	92*0499589
Total Fund 33 Child Development Fund		<u>\$32,556.53</u>	<u>\$0.00</u>	<u>\$32,556.53</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
65957	Capital Outlay Projects Fund	103,039.68	0.00	103,039.68	92*0498984	92*0498993
65967	Capital Outlay Projects Fund	139.62	0.00	139.62	92*0499154	92*0499154
65972	Capital Outlay Projects Fund	15,740.00	0.00	15,740.00	92*0499213	92*0499213
65980	Capital Outlay Projects Fund	55,094.77	0.00	55,094.77	92*0499370	92*0499373
Total Fund 41 Capital Outlay Projects Fun		\$174,014.07	\$0.00	\$174,014.07		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
65955	Bond Fund, Measure Q	49,991.00	0.00	49,991.00	92*0498976	92*0498976
65979	Bond Fund, Measure Q	20,798.25	0.00	20,798.25	92*0499369	92*0499369
66011	Bond Fund, Measure Q	608,074.27	0.00	608,074.27	92*0499577	92*0499578
Total Fund 43 Bond Fund, Measure Q		\$678,863.52	\$0.00	\$678,863.52		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
65968	Property and Liability Fund	5,472.46	0.00	5,472.46	92*0499155	92*0499155
65977	Property and Liability Fund	242.40	0.00	242.40	92*0499367	92*0499367
66003	Property and Liability Fund	5,291.31	0.00	5,291.31	92*0499466	92*0499467
66012	Property and Liability Fund	13,415.35	0.00	13,415.35	92*0499579	92*0499579
Total Fund 61 Property and Liability Fund		\$24,421.52	\$0.00	\$24,421.52		

Checks Written for Period 02/13/18 Thru 02/26/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
65954	Workers' Compensation Fund	2,072.44	0.00	2,072.44	92*0498975	92*0498975
65978	Workers' Compensation Fund	124,191.00	0.00	124,191.00	92*0499368	92*0499368
Total Fund 62 Workers' Compensation Fu		\$126,263.44	\$0.00	\$126,263.44		

Checks Written for Period 02/13/18 Thru 02/26/18

66010	Student Financial Aid Fund	145.82	0.00	145.82	92*0499575	92*0499576
Total Fund 74 Student Financial Aid Fund		<u><u>\$145.82</u></u>	<u><u>\$0.00</u></u>	<u><u>\$145.82</u></u>		

SUMMARY

Total Fund 11 General Fund Unrestricted	3,265,489.99
Total Fund 12 General Fund Restricted	1,182,397.89
Total Fund 13 GF Unrestricted One-Time Fund	157,772.98
Total Fund 33 Child Development Fund	32,556.53
Total Fund 41 Capital Outlay Projects Fund	174,014.07
Total Fund 43 Bond Fund, Measure Q	678,863.52
Total Fund 61 Property and Liability Fund	24,421.52
Total Fund 62 Workers' Compensation Fund	126,263.44
Total Fund 74 Student Financial Aid Fund	145.82
Grand Total:	<u><u>\$5,641,925.76</u></u>

Checks Written for Period 02/13/18 Thru 02/26/18

<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>
311802317	Bookstore Fund	122,293.80	0.00	122,293.80	31*0108754	31*0108785
311802424	Bookstore Fund	323,612.31	0.00	323,612.31	31*0108786	31*0108819
Total Fund 31 Bookstore Fund		<u><u>\$445,906.11</u></u>	<u><u>\$0.00</u></u>	<u><u>\$445,906.11</u></u>		

Checks Written for Period 02/13/18 Thru 02/26/18

<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>
711802317	Associated Students Fund	39.88	0.00	39.88	71*0008350	71*0008351
711802424	Associated Students Fund	2,329.43	0.00	2,329.43	71*0008352	71*0008361
Total Fund 71 Associated Students Fund		<u>\$2,369.31</u>	<u>\$0.00</u>	<u>\$2,369.31</u>		

Checks Written for Period 02/13/18 Thru 02/26/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
761802424	Community Education Fund	16,918.24	0.00	16,918.24	76*0007344	76*0007349
Total Fund 76 Community Education Fund		<u>\$16,918.24</u>	<u>\$0.00</u>	<u>\$16,918.24</u>		

Checks Written for Period 02/13/18 Thru 02/26/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
791802317	Diversified Trust Fund	1,432.15	0.00	1,432.15	79*0021284	79*0021287
791802424	Diversified Trust Fund	5,082.23	0.00	5,082.23	79*0021288	79*0021296
Total Fund 79 Diversified Trust Fund		<u>\$6,514.38</u>	<u>\$0.00</u>	<u>\$6,514.38</u>		

Checks Written for Period 02/13/18 Thru 02/26/18

<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>
811802317	Diversified Agency Fund	2,757.35	0.00	2,757.35	81*0048525	81*0048532
811802424	Diversified Agency Fund	10,456.78	0.00	10,456.78	81*0048533	81*0048540
Total Fund 81 Diversified Agency Fund		<u><u>\$13,214.13</u></u>	<u><u>\$0.00</u></u>	<u><u>\$13,214.13</u></u>		

SUMMARY

Total Fund 31 Bookstore Fund	445,906.11
Total Fund 71 Associated Students Fund	2,369.31
Total Fund 76 Community Education Fund	16,918.24
Total Fund 79 Diversified Trust Fund	6,514.38
Total Fund 81 Diversified Agency Fund	13,214.13
Grand Total:	<u><u>\$484,922.17</u></u>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT – BU0070**

From 02/14/2018 To 02/23/2018

Board Meeting on 03/12/2018

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.

		From	To
<u>Fund 11: General Fund Unrestricted</u>			
1000	ACADEMIC SALARIES	55,374	
2000	CLASSIFIED SALARIES		53,854
3000	EMPLOYEE BENEFITS	9,383	
4000	SUPPLIES & MATERIALS	5,170	
5000	OTHER OPERATING EXP & SERVICES	12,678	
6000	CAPITAL OUTLAY		28,751
Total Transfer Fund 11		\$82,605	\$82,605
<u>Fund 12: General Fund Restricted</u>			
1000	ACADEMIC SALARIES		54,194
2000	CLASSIFIED SALARIES		112,128
3000	EMPLOYEE BENEFITS	13,067	
4000	SUPPLIES & MATERIALS	15,242	
5000	OTHER OPERATING EXP & SERVICES	107,958	
6000	CAPITAL OUTLAY		862
7000	OTHER OUTGO	917	
7900	RESERVE FOR CONTINGENCIES	30,000	
Total Transfer Fund 12		\$167,184	\$167,184
<u>Fund 13: GF Unrestricted One-Time Funds</u>			
4000	SUPPLIES & MATERIALS		78
5000	OTHER OPERATING EXP & SERVICES	13,767	
6000	CAPITAL OUTLAY		13,689
Total Transfer Fund 13		\$13,767	\$13,767
<u>Fund 31: Bookstore Fund</u>			
2000	CLASSIFIED SALARIES	63,137	
3000	EMPLOYEE BENEFITS	47,466	
7900	RESERVE FOR CONTINGENCIES		110,603
Total Transfer Fund 31		\$110,603	\$110,603
<u>Fund 33: Child Development Fund</u>			
4000	SUPPLIES & MATERIALS	2,235	
5000	OTHER OPERATING EXP & SERVICES		2,235
Total Transfer Fund 33		\$2,235	\$2,235

4.2(1)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT – BU0070
 From 02/14/2018 To 02/23/2018
 Board Meeting on 03/12/2018

BUDGET TRANSFERS	From	To
<u>Fund 41: Capital Outlay Projects Fund</u>		
4000 SUPPLIES & MATERIALS		5,251
6000 CAPITAL OUTLAY	7,804	
7900 RESERVE FOR CONTINGENCIES		2,553
	\$7,804	\$7,804
<u>Fund 79: Diversified Trust Fund</u>		
4000 SUPPLIES & MATERIALS		200
6000 CAPITAL OUTLAY	200	
	\$200	\$200
Total Transfer Fund 41		
Total Transfer Fund 79		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
 BUDGET BOARD REPORT – BU0070
 From 02/14/2018 To 02/23/2018
 Board Meeting on 03/12/2018**

BUDGET INCREASES AND DECREASES	Revenue	Appropriation
<u>Fund 12: General Fund Restricted</u>		
8600 STATE REVENUES	(1,799)	
1000 ACADEMIC SALARIES		13,963
2000 CLASSIFIED SALARIES		(15,762)
Total Transfer Fund 12	\$(1,799)	\$(1,799)
<u>Fund 13: GF Unrestricted One-Time Funds</u>		
8800 LOCAL REVENUES	88,088	
2000 CLASSIFIED SALARIES		44,662
3000 EMPLOYEE BENEFITS		12,398
4000 SUPPLIES & MATERIALS		(8,755)
6000 CAPITAL OUTLAY		39,783
Total Transfer Fund 13	\$88,088	\$88,088

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

RECOMMENDATION

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

4.2(3)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT – BU0070
From 02/14/2018 To 02/23/2018
Board Meeting on 03/12/2018**

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

BUDGET TRANSFERS	From	To
<u>Fund 11: General Fund Unrestricted</u>		
B022810 02/15/18		
5000 OTHER OPERATING EXP & SERVICES	30,000	
6000 CAPITAL OUTLAY		30,000
	\$30,000	\$30,000
Total Reference B022810	\$30,000	\$30,000
Reason: Adjustment		
Description: Addl funding for purchase of Brocade switches & other tech		
B022812 02/15/18		
2000 CLASSIFIED SALARIES	21,195	
3000 EMPLOYEE BENEFITS	13,382	
5000 OTHER OPERATING EXP & SERVICES		34,577
	\$34,577	\$34,577
Total Reference B022812	\$34,577	\$34,577
Reason: Adjustment		
Description: New percentage split for Director, Aux Svcs		
B022814 02/15/18		
1000 ACADEMIC SALARIES	55,374	
2000 CLASSIFIED SALARIES		55,374
	\$55,374	\$55,374
Total Reference B022814	\$55,374	\$55,374
Reason: Adjustment		
Description: Move salary for Robert Manson 100% to GF from 3SP Match #1029988		
<u>Fund 12: General Fund Restricted</u>		
B022805 02/15/18		
1000 ACADEMIC SALARIES		30,000
7900 RESERVE FOR CONTINGENCIES	30,000	
	\$30,000	\$30,000
Total Reference B022805	\$30,000	\$30,000
Reason: Special Project Adjustment		
Description: Pay hrlly wages: 2 Psychologist cover Dr. Campitelli-Smith's parental leave. .		
B022806 02/15/18		
2000 CLASSIFIED SALARIES		106,200
3000 EMPLOYEE BENEFITS		9,221
5000 OTHER OPERATING EXP & SERVICES	115,421	
	\$115,421	\$115,421
Total Reference B022806	\$115,421	\$115,421
Reason: Special Project Adjustment		
Description: Presenter's salary in Sp '18		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT – BU0070
From 02/14/2018 To 02/23/2018
Board Meeting on 03/12/2018**

BUDGET TRANSFERS	From	To
B022846 02/22/18		
1000 ACADEMIC SALARIES	16,195	
2000 CLASSIFIED SALARIES	3,954	
3000 EMPLOYEE BENEFITS	31,444	
5000 OTHER OPERATING EXP & SERVICES		50,793
7000 OTHER OUTGO		800
	\$51,593	\$51,593

Reason: Special Project Adjustment
Description: SAC Talent Search - Budget Revision Proj #1739

B022866 02/23/18		
1000 ACADEMIC SALARIES		35,206
2000 CLASSIFIED SALARIES		23,753
3000 EMPLOYEE BENEFITS		7,372
4000 SUPPLIES & MATERIALS	12,370	
5000 OTHER OPERATING EXP & SERVICES	52,585	
6000 CAPITAL OUTLAY	736	
7000 OTHER OUTGO	640	
	\$66,331	\$66,331

Reason: Special Project Adjustment
Description: Make adjustments to 17/18 Carryforward Equity Bdgt

Fund 31: Bookstore Fund

B022813 02/15/18		
2000 CLASSIFIED SALARIES		21,195
3000 EMPLOYEE BENEFITS		13,382
7900 RESERVE FOR CONTINGENCIES	34,577	
	\$34,577	\$34,577

Reason: Adjustment
Description: New percentage split for Director, Aux Svcs

B022815 02/15/18		
2000 CLASSIFIED SALARIES	84,332	
3000 EMPLOYEE BENEFITS	60,848	
7900 RESERVE FOR CONTINGENCIES		145,180
	\$145,180	\$145,180

Reason: Adjustment
Description: Defund vacant Bookstore Mgr psn:Boretuti,T. #1880143

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT – BU0070
From 02/14/2018 To 02/23/2018
Board Meeting on 03/12/2018**

BUDGET TRANSFERS	From	To
<u>Fund 41: Capital Outlay Projects Fund</u>		
B022859 02/23/18		
6000 CAPITAL OUTLAY	1,440	
7900 RESERVE FOR CONTINGENCIES		1,440
	\$1,440	\$1,440
Total Reference B022859		
Reason: Special Project Adjustment		
Description: Allocate funds to contingency		
B022863 02/23/18		
6000 CAPITAL OUTLAY	2,148	
7900 RESERVE FOR CONTINGENCIES		2,148
	\$2,148	\$2,148
Total Reference B022863		
Reason: Special Project Adjustment		
Description: Allocate funds to contingency		
B022864 02/23/18		
6000 CAPITAL OUTLAY		4,746
7900 RESERVE FOR CONTINGENCIES	4,746	
	\$4,746	\$4,746
Total Reference B022864		
Reason: Special Project Adjustment		
Description: Allocate funds to contractor services.		
B022865 02/23/18		
6000 CAPITAL OUTLAY	3,711	
7900 RESERVE FOR CONTINGENCIES		3,711
	\$3,711	\$3,711
Total Reference B022865		
Reason: Special Project Adjustment		
Description: Allocate funds to contingency		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
 BUDGET BOARD REPORT – BU0070
 From 02/14/2018 To 02/23/2018
 Board Meeting on 03/12/2018**

BUDGET INCREASES AND DECREASES

Revenue Appropriation

Fund 13: GF Unrestricted One-Time Funds

B022802 02/14/18

8800	LOCAL REVENUES	48,305	
2000	CLASSIFIED SALARIES		44,662
3000	EMPLOYEE BENEFITS		12,398
4000	SUPPLIES & MATERIALS		(8,755)

Total Reference B022802

\$48,305 \$48,305

Reason: Special Project Adjustment

Description: Setup budget-reimburse district: ELA instructor's salary-17/18.

B022852 02/23/18

8800	LOCAL REVENUES	32,176	
6000	CAPITAL OUTLAY		32,176

Total Reference B022852

\$32,176 \$32,176

Reason: Special Project Adjustment

Description: PC w/monitor, projector & misc for Nursing Dept.CK9552

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

To:	Board of Trustees	Date:	March 12, 2018
Re:	Approval of Agreement with Cumming Construction Management – Planning and Project Management Services		
Action:	Request for Approval		

BACKGROUND:

This is a new agreement for planning and project management services. The facilities department is in need of staff augmentation consulting services to support the volume of projects, priorities, and the demands of sequencing and meeting aggressive schedules for project delivery. A new Request for Qualifications (RFQ) was advertised last year to replace and refresh the prior prequalified consultant list. The RFQ outlined the scope of work and activities that staff needs assistance on for the upcoming year and includes the following: project planning, design management, assistance with bidding and procurement, and managing a wide range of capital facility improvement projects. The department currently has over 100 active projects in progress due to an increase in capital improvement projects, scheduled maintenance, accessibility projects for barrier removal, and an increase in campus requested facility modification requests received in this fiscal year.

Cumming consultants will continue to assist the District in managing a variety of projects that include but are not limited to: scheduled maintenance, capital outlay, barrier removal improvements, campus way finding and signage, college electronic directories, parking lot restoration, campus requested projects, door access and door hardware repairs, move management, furniture and equipment procurement, districtwide emergency blue phone projects, Santa Ana College water irrigation improvements, Santa Ana College Building H window replacement, campus projector replacement projects. Due to the volume of current and anticipated ongoing projects in various stages of planning, procurement, active construction and close-out, the district will require ongoing project management assistance by outside consultants for the next several years based on availability of funding and scheduling of project timelines.

ANALYSIS:

A Request for Qualifications (RFQ) #1617-161 for Program Planning and Project Management Services was released on December 1, 2016 with a due date of January 17, 2017. The District received ten (10) responses from Abacus Project Management Inc. (Newport Beach), Cordoba Corporation (Santa Ana), Cumming Construction Management (Aliso Viejo), Element Consulting, Inc. (El Segundo), Facilities Planning & Program Services, Inc. (Yorba Linda), Jacobs Project Management, Co. (Irvine), Linik Corporation (Valencia), Lundgren Management

Corporation (Valencia), TELACU Construction Management, Inc. (Orange) and O'Connor Construction Management, Inc. (Irvine).

A selection panel convened on February 21, 2017 to review and paperscreen the proposals. The panel decided to interview eight (8) firms on March 16 and 23, 2017 and included: Abacus Project Management, Cordoba Corporation, Cumming Construction Management Facilities Planning & Program Services, Inc., Jacobs Project Management, Co., Linik Corporation, Lundgren Management Corporation and TELACU Construction Management, Inc. The panel decided that six (6) firms were to be listed on the pre-qualified planning and project management consultant services short-list.

Subsequently, a second step of a Request for Proposal #1617-167 for Program Planning and Project Management Services was released to the six (6) prequalified consultants on April 28, 2017 with a due date of May 15, 2017 to Cordoba Corporation, Cumming Construction Management, Facilities Planning & Program Services, Inc., Jacobs Project Management, Co., Linik Corporation and TELACU Construction Management, Inc.

The District received six (6) responses from all six prequalified firms. A selection panel convened to review the proposals on May 16, 2017. The panel reviewed supplemental pricing options from all firms on May 26, 2017. Additional interviews were conducted with three firms on June 12 and June 13, 2017 with Cumming Construction Management, Linik Corporation, and Facilities Planning & Program Services, Inc.

Based on the culmination of the RFQ and RFP processes, the firm's experience, team members, approach to the project, fee, schedule and familiarity with providing the types of services requested, it is recommended that the District enter into an agreement with Cumming Construction Management for planning and project management services, which includes providing consultant staff (project managers, assistant project managers and/or assistant project engineers) for project support.

The District will have the ability to renew the contract on an annual basis for up to three (3) years maximum at an estimated not to exceed amount of \$1,300,000 per year and rates for staffing are fixed for the three (3) year period and Cumming has agreed to retain 2013 hourly rates without an increase. The contract duration is up to three (3) years maximum beginning on April 1, 2018 and through June 30, 2019 with an option to renew up to two additional years if on an annual basis the District elects to renew such contract based on project need and workload assignments.

The total three (3) year breakdown is estimated as follows:

Year 1:	\$1,300,000
Year 2:	\$1,300,000 optional to renew based on need
Year 3:	\$1,300,000 optional to renew based on need
Total Not to Exceed:	\$3,900,000

The contract amount is within the target budget on an annual basis, is competitive and within industry standards.

This agreement is funded by Capital Outlay and Scheduled Maintenance Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with Cumming Construction Management for Planning and Project Management Services as presented.

Fiscal Impact:	\$1,300,000 annual	Board Date: March 12, 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 Agreement Summary

Board Date: 3/12/18

Project: Planning and Project Management Services

Site: **District-Wide**

Consultants: **Cumming Construction Management**

Type of Service: Planning and Project Management Services

Agreement Summary	Amount	Reimbursables	Duration	
			Start	End
Original Contract Amount	\$1,300,000.00		4/1/2018	6/30/2019
Total Agreement Amount	\$1,300,000.00			

AGREEMENT NO. 0267.00/DESCRIPTION:

This agreement #0267.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$1,300,000.00**

Contract End Date: **6/30/2019**

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

To:	Board of Trustees	Date: March 12, 2018
Re:	Approval of Agreement with HL Construction Management – Cost Estimating Consulting Services for Russell Hall Replacement (Health Sciences Building) at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

This is a new agreement for cost estimating consulting services for Russell Hall Replacement (Health Sciences Building) at Santa Ana College. The project is currently in the design development phase and the architect is preparing estimates of probable construction cost. In order to validate and reconcile probable cost of construction, the District is in need of an independent third party cost estimate from a qualified consultant with experience in the area of estimating similar projects. This will assist the District in order to properly evaluate the probable construction cost and validate estimates received from the architect through the various phases of design.

ANALYSIS:

A Request for Proposal (RFP) #1718-191 for cost estimating consulting services for Russell Hall Replacement (Health Sciences Building) at Santa Ana College was solicited January 8, 2018 to six (6) pre-qualified firms with a due date of January 18, 2018. The District received six (6) proposals from Cumming Construction Management, Inc. (Aliso Viejo); HL Construction Management (Orange); Jacobus & Yuang, Inc. (Camarillo); Leland Saylor Associates (Los Angeles); Lenax Construction Services, Inc. (Los Angeles) and O'Connor Construction Management, Inc. (Irvine). A screening panel convened on January 19, 2018 to review the proposals and interviewed HL Construction Management and Leland Saylor Associates on January 23, 2018. After thorough review, the panel recommends HL Construction Management by consensus based upon the culmination of their RFP response and responsiveness, qualifications, interviews, experience, team members, reference checks, project approach, fee, schedule, knowledge, experience, and ability to meet the anticipated schedule.

The services covered by this agreement shall commence March 13, 2018 and end December 31, 2019. The contract is a not to exceed fee of \$82,500.00, which includes \$5,000 in reimbursable expenses. The District has reviewed the fee and finds it reasonable and within industry standards.

This agreement is funded by Capital Outlay Funds and State Funding.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with HL Construction Management for Cost Estimating Consulting Services for Russell Hall Replacement (Health Sciences Building) at Santa Ana College as presented.

Fiscal Impact:	\$82,500 (includes reimbursables)	Board Date: March 12, 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 Agreement Summary

Board Date: 03/12/18

Project: Russell Hall Replacement (Health Sciences Building) Site: **Santa Ana College**

Consultants: HL Construction Management

Type of Service: Cost Estimating Consulting Services

Agreement Summary	Amount	Reimbursables	Start	Duration	End
Original Contract Amount	\$77,500.00	\$5,000.00	3/13/2018		12/31/2019
Total Agreement Amount	\$82,500.00				

AGREEMENT NO: 0269.00/ DESCRIPTION:

This agreement #0269.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$82,500.00**

Contract End Date: **12/31/2019**

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

To:	Board of Trustees	Date: March 12, 2018
Re:	Approval of Agreement with Sandy Pringle Associates Inspection Consultants – Project Inspector Services for Barrier Removal Exterior Phase 1 – Parking and Barrier Removal Exterior Phase 2A – Exterior Path of Travel at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

This is a new agreement for project inspector services for the Barrier Removal Phase 1 and Phase 2A projects at Santiago Canyon College. The Barrier Removal Exterior Phase 1 – Parking and Barrier Removal Exterior Phase 2A – Exterior Path of Travel projects at Santiago Canyon College are two of several large projects created to address the Blaser settlement deficiency items and associated due dates. Phase 1 consists of removing barriers to provide compliant accessible parking stall slopes, striping, signage, adequate quantity, and disbursement of accessible parking stalls. New curb ramps, ramps, sidewalks, and crosswalks will be provided that are adjacent to the accessible parking stalls. Phase 2A consists of removing and replacing sidewalks and curb ramps along the accessible route, modifying existing guardrails and handrail to be compliant, removing and replacing the greenhouse door with a compliant door and hardware and removing and replacing metal grates with compliant openings. The Division of the State Architect (DSA) requires that all construction projects are overseen by a DSA certified project inspector to ensure the project is constructed in accordance with the DSA approved plans and specifications. Both projects have received DSA approval and are currently in the bidding proposal phase. The scope of these projects requires, at a minimum, one full-time DSA Class 3 project inspector to oversee both projects at all times.

ANALYSIS:

A Request for Proposal #1718-192 for Project Inspector Services was solicited to seven pre-qualified firms on January 9, 2018 with a due date of January 30, 2018. The District received three responses from BPI Inspection Services (Los Angeles), Martin Brothers Construction Services (Costa Mesa), and Sandy Pringle Associates Inspection Consultants (Torrance). A screening panel convened on February 1, 2018 to review the proposals. The District also released RFP #1718-192.1 for project inspector services for Phase 2A, due to the concurrent construction schedules between both Phase 1 and 2A projects, on February 5, 2018 and responses were received on February 9, 2018. The panel recommends Sandy Pringle Associates Inspection Consultants by consensus after a thorough review based upon the culmination of their RFP response, experience, team members, reference checks, approach to the project, hourly rate, and interview performance. The selection was also based on consideration of the construction schedule, familiarity with the scope of work, familiarity with the campus, and type of inspection needed for the project. It is recommended that the District enter into an agreement with Sandy Pringle Associates Inspection Consultants for project inspector services for – Barrier Removal Phase 1 and Phase 2A at Santiago Canyon College.

The services covered by this agreement shall commence March 13, 2018 and end December 31, 2019. The contract is an hourly not to exceed fee of \$96,460. The District has reviewed the fee and it is reasonable and within industry standards.

This agreement is dual funded by State Scheduled Maintenance Funds and Capital Outlay funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with Sandy Pringle Associates Inspection Consultants for Project Inspector Services Barrier Removal Exterior Phase 1 – Parking and Barrier Removal Exterior Phase 2A – Exterior Path of Travel at Santiago Canyon College as presented.

Fiscal Impact:	\$96,460	Board Date: March 12, 2018
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 3/12/18

Project: Barrier Removal Exterior Phase 1 - Parking and Barrier Removal Exterior Phase 2A - Exterior Path of Travel Site:**Santiago Canyon College**

Consultants: **Sandy Pringle Associates Inspection Consultants**

Type of Service: Project Inspector Services

Agreement Summary	Amount	Reimbursables	Start	Duration	End
Original Contract Amount	\$96,460.00		3/13/2018		12/31/2019
Total Agreement Amount	\$96,460.00				

AGREEMENT NO: 0268.00/ DESCRIPTION:

This agreement #0268.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$96,460.00**

Contract End Date: **12/31/2019**

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

To:	Board of Trustees	Date:	March 12, 2018
Re:	Reject all Bids for Bid #1340 – Barrier Removal Exterior Parking Lot (Phase 1) at Santiago Canyon College		
Action:	Request for Approval		

BACKGROUND:

This is an approval for the rejection of Bid #1340 The Barrier Removal Exterior Parking Lot (Phase 1) at Santiago Canyon College. This barrier removal project is one of several large projects created to address the Blaser settlement deficiency items and associated due dates. The project is dual funded by Scheduled Maintenance and Capital Outlay funds. The Phase 1 project consists of removing barriers to provide compliant accessible parking stall slopes, striping, signage, adequate quantity, and disbursement of accessible parking stalls campus wide. New curb ramps, ramps, sidewalks, and crosswalks will be provided that are adjacent to the accessible parking stalls. The project has received Division of the State Architect (DSA) approval. The schedule for this project is currently under review due to the proposed rejection of all bids. The project has received Division of the State Architect (DSA) approval.

ANALYSIS:

In accordance with the California Uniform Public Construction Cost Accounting Act (CUPCCAA), Bid #1340 for barrier removal exterior parking (Phase 1) at Santiago Canyon College was advertised on January 20, 2018 and January 27, 2018. A Notice Calling for Bids was sent to 82 contractors from the District's qualified contractors list on January 19, 2018.

A mandatory job walk was conducted on February 2, 2018 and there were six attendees. Bids were opened on February 15, 2018 as noted on the attached bid summary. The District received two bids for the project. Upon review of both bids, the District recommends rejection of all bids. Staff is currently re-evaluating the scope of work, the budget, and construction schedule, and does not recommend awarding the bid at this time.

RECOMMENDATION:

It is recommended that the Board of Trustees reject all bids for Bid #1340 for Barrier Removal Exterior Parking Lot (Phase 1) at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date:	March 12, 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 #1340

PROJECT: Barrier Removal Exterior Parking Lot (Phase 1) at Santiago Canyon College

TIME: 2:00 P.M.

DATE: February 15, 2018

REJECT ALL BIDS

BIDDERS

TOTAL BASE BID AMOUNT

Access Pacific, Incorporated
755 East Washington Boulevard
Pasadena, CA 91104

\$574,354.00

SJD&B, Incorporated
10970 Arrow Route, Unit #101
Rancho Cucamonga, CA 91730

\$1,173,000.00

2 TOTAL BIDDERS

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

To:	Board of Trustees	Date:	March 12, 2018
Re:	Approval of Agreement for nDiscovery Managed Detection Services with Sage Data Security		
Action:	Request for Approval		

BACKGROUND

Protection of data and enterprise systems is a critical investment within ITS. Detecting active cyber security threats inside our network in a timely fashion and avoiding data security breaches is of paramount importance to protect our students, employees and the reputation of our institution. With the increase in volume and sophistication of malware, relying on automated systems alone is not enough. Detecting inside threats is time consuming and costly, therefore, the need to have a specialized assistance of cybersecurity experts is essential.

ANALYSIS

nDiscovery is a managed services solution offered by Sage Data Security, which offers advanced threat detection in real-time without the need to invest in costly hardware and software or dedicated ITS resources. This managed services also utilize technical tools and a dedicated team of cybersecurity experts to analyze our ITS system logs and quickly identify unauthorized access, malware and suspicious activities. If a critical security issue is found, ITS will be contacted immediately for remediation.

The District would like to enter into an agreement with Sage Data Security for nDiscovery log review and analysis services. The term of the contract is 36-months at a discounted monthly recurring fee of \$5,320 for the duration of the contract.

This project will be funded by the ITS operational budget.

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement for nDiscovery Managed Detection Services with Sage Data Security as presented.

Fiscal Impact:	\$5,320/month (36-months)	Board Date:	March 12, 2018
Prepared by:	Lee Krichmar, Assistant VC of Information Technology Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor		



Log Review & Analysis Service Proposal

PREPARED FOR:



PREPARED BY:

Jim Macisso

Account Manager

Sage Data Security, LLC

Jim.Macisso@sagedatasecurity.com

(207) 879-7243 x211



February 22, 2018

Respectfully submitted to:

Jesse Gonzalez
Director, Network and Communications
Rancho Santiago Community College District
3434 N Broadway
Santa Ana, CA 92706

Dear Jesse,

Based on our discussions this document describes the following service and information:

- nDiscovery Managed Detection Service Overview
- Company Details – Sage Data Security
- Technical Leadership Team Credentials
- nDiscovery Pricing (enterprise licensing) with option to add unlimited endpoints/nPoint
- nDiscovery Subscription Quote

I look forward to continuing the conversation with you, Dave and other key RSCCD stakeholders.

Respectfully yours,

Jim

Jim Macisso
Account Manager
Sage Data Security, LLC

nDiscoverySM Service Overview

Sage's nDiscovery is a Managed Threat Detection through Log Review Service that is designed to uncover and identify suspicious and potentially dangerous network activity. The service is a unique combination of Security Information Event Management (SIEM) and Log-based Intrusion Detection (LIDS) that provides you with independent, outsourced security information analysis from highly trained experts. It is the only service that combines sophisticated log review technology with expert human intelligence, so unauthorized access, malware, and suspicious activities are quickly detected and can be easily acted on.

nDiscovery identifies and detects:



malware



cyber attacks



malicious activity



data leakage



compliance violations



configuration errors



administrative activity

How nDiscovery Works

nDiscovery eliminates the need to invest in costly hardware devices, software applications, or dedicated resources. It works with the raw logs that are natively generated by network devices and applications, which are securely transmitted to the Sage SAS70/SSAE16 certified data center, subject to a customized code based inspection, and then expertly reviewed by a dedicated nDiscovery analyst.

nDiscovery reports are generated for each log cycle (generally 24 hours) and posted to the nDiscovery client portal the following business day. The reports provide a consolidated view of activity. A monthly report is also generated summarizing the daily activity reports. Real-time alerts are also available for signature events.

If an issue requires immediate attention, the reporting process is escalated and the client is contacted directly by phone and/or email.

nDiscovery reviews logs generated by Firewalls, VPNs, Web Servers, Authentication Servers and Devices, Windows Application Servers, SQL Databases, and Routers/Switches. As a customized option, non-standard devices can be supported if log can be extracted to a text file.



Windows Servers



Firewalls



Web Servers



Microsoft SQL Servers



FTP Servers



Microsoft IIS



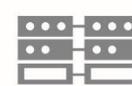
Switches



Routers



VPN Devices



VMWare Devices

nDiscovery Subscription Overview

nDiscovery is a subscription-based service. Price is determined by type of device and either the total number of devices or number of log events per day. There are no up-front costs or long-term contracts, and billing is quarterly.

Our most comprehensive and cost-effective subscription program is the nDiscovery Enterprise License which provides unlimited licensing for all other supported network devices for one flat monthly fee. Firewall and Windows Servers must be licensed to be eligible for Enterprise.

Prevent an Incident from Becoming a Breach

Simply relying on automated, signature-based alerts against known traffic isn't enough to protect sensitive information from being compromised. In order to take advantage of behavioral event correlations between disparate network devices, you need transparency into the activity of those devices, as well as the skill-set to establish linkages between them.

Sophistication of attack-vectors yields a higher degree of complexity in order to detect suspicious activity. nDiscovery provides the needed transparency to deliver actionable intelligence for your entire environment, so you can spend more of your time investigating and remediating suspicious network activity and also reduces the dependency on hiring, training and retaining highly-skilled security professionals internally.

nDiscovery Options

✓ nAlert

nDiscovery's nAlert provides you with real-time alerting of network events. Logs are collected every five minutes, and you are notified about specific events in real-time via text or email 24 hours a day, seven days a week. There are two types of nAlert subscriptions:

nAlert Premium gives you the ability to configure which signature events you want to be notified of, and provides unlimited after-hours phone support. It is available for \$200 per month, or is included in your nDiscovery Enterprise License.

✓ ActiveInventory

With *ActiveInventory*, you do not have to notify us as you add/remove Windows Servers to/from your environment. With this option we monitor it for you and automatically update the number of Windows Servers covered in your nDiscovery subscription.

✓ nPoint (Windows Endpoint Analysis)

Combining the human contextual analysis of nDiscovery with the real-time capabilities of nAlert, nPoint delivers highly accurate malware detection across your entire Windows environment within minutes. nPoint logs every critical endpoint event, including every executable that runs and every network connection that is made. Suspicious persistence mechanisms are isolated - both known and unknown - and a dedicated security professional will have access to forensic-quality network data to determine what exactly is going on. From there you are immediately notified with specifics including remediation.



----- Original Message -----

From: nAlert@ndiscovery.com (mailto:nAlert@ndiscovery.com)

Sent: Thursday, July 9, 2015 12:39 PM

To: nAlert Customer

Subject: Secure Email - nAlert (High): Firewall Potential Malware: 1 Alert Found

Event Type: Black Hole Exploit Kit 2.0 - Sonicwall

Event Time: 2015-07-09 12:37:47

Device Address: XX.XX.XX.X

Event Description: This signature is frequently indicative of Black Hole Exploit Kit 2.0. However, this alert relies strictly on a signature match.

Signature Confidence Level: 80%

Event Details: id=firewall sn=0006B111C858 time='2013-11-12 12:09:38'

fw=XXX.XXX.XXX.XX (rrcs-XXX-XXX-XXX-XX.nys.biz.rr.com) pri=6 c=1024 m=97

n=38494406 src=10.10.20.10 :59141:LAN dst=8.29.135.210 (ABC Hosting,

LLC, Smithtown, OH USA):80:WAN proto=tcp/http op=GET sent=714 rcvd=1420

result=200 dstname=7hq976ag.com

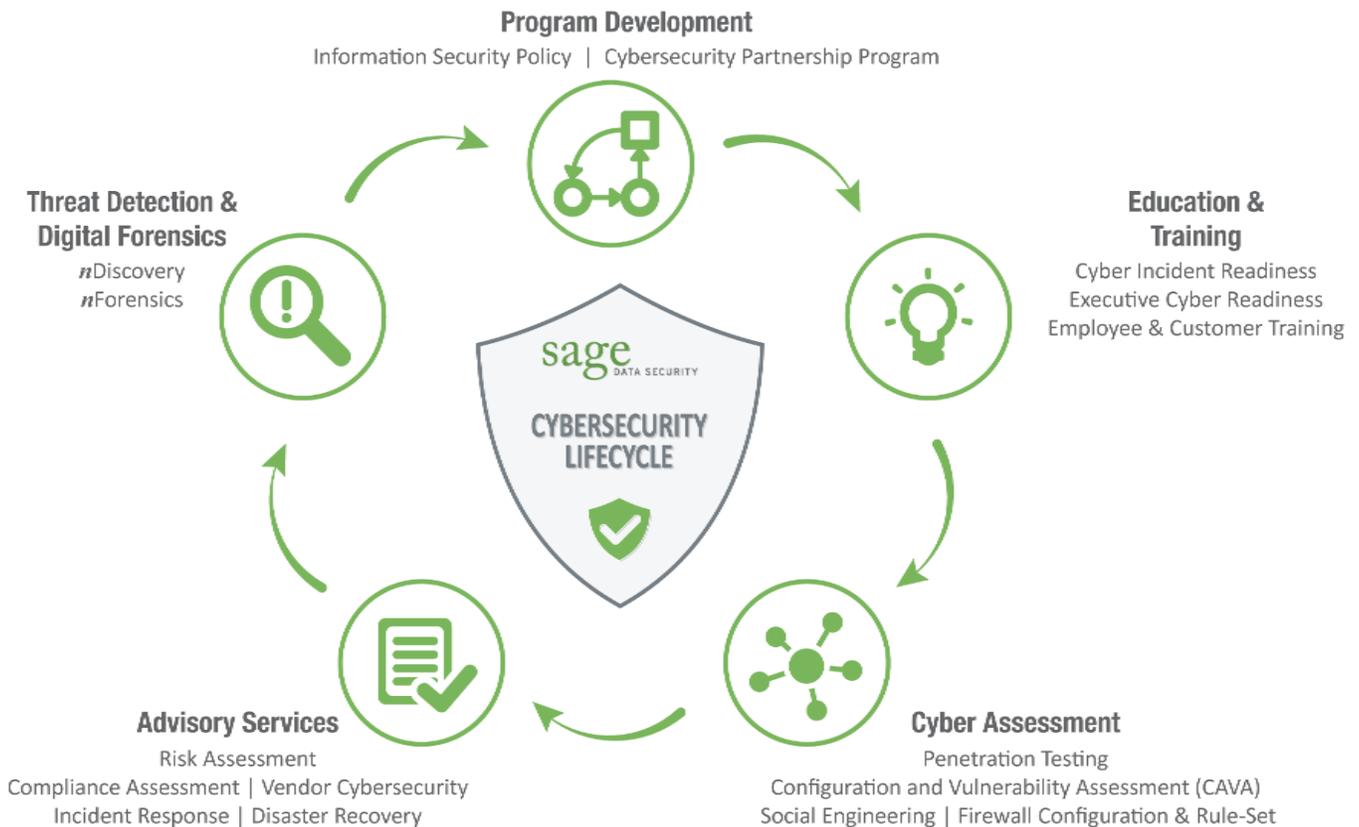
arg=/c35b3edd9adc01bfcea9bbca5dfb36bc/k.php

Company Details – Sage Data Security

Sage Data Security is an independent cybersecurity firm headquartered in Portland, Maine. Founded in 2002, Sage is a strategic partner for financial institutions, healthcare providers, educational institutions, government agencies and businesses nationwide.

At Sage Data Security, we partner with you to ensure your organization is trained, compliant and protected against evolving security threats. We offer an award-winning suite of services to support your entire cybersecurity lifecycle, including program development, education and training, cyber assessment, advisory services, plus *n*Discovery Threat Detection Service and *n*Forensics Digital Forensics Service.

Our goal is to create an environment that realistically and cost-effectively protects your information assets while maintaining a balance of productivity and operational effectiveness. We do not represent any vendor, nor sell hardware or software. All Sage security consultants and analysts are professionally certified.





Implementation Support and Qualifications

Upon award of project, a dedicated Project Manager and an Administrative Coordinator will be assigned. Sage's team of security professionals are credentialed by internationally recognized organizations such as ISC² and ISACA. In addition, they have years of experience working in the information security industry. All Sage employees undergo extensive background checks. All employees are covered by Sage's General Liability, Workers' Compensation, and Errors & Omissions Insurance. Certificates of insurance will be provided upon request.

Organizational Profile

Organization Name:	Sage Data Security, LLC
State of Incorporation:	Maine
Year of Incorporation:	2002
Business Address:	2275 Congress Street, Portland, Maine 04102-1907
Federal EIN #:	32-0040926
Dun and Bradstreet #:	126535645

Fees & Agreements

All engagement fees are detailed in the below Schedule of Services. Projects are invoiced at the presentation of draft documents. Terms are Net 30. Travel and materials are invoiced at cost. Our Master Services Agreement (MSA) details the terms and conditions of a mutually beneficial relationship.

Leadership Team Credentials

Rick Simonds, President & Chief Operating Officer

As a trusted leader, Rick is responsible for operations, technology, administration, sales, client services, and innovation. Rick has over twenty years of business, information technology, and cyber experience, and has earned multiple certifications. Rick has been a member of the Sage team since 2003. He previously served as Chief Technology Officer (CTO) for the company. As CTO, he oversaw the technical infrastructure supporting Sage and *nDiscovery*, with a focus on maintaining a secure, redundant, high-performance environment.

Steve Kallio, CISSP, Director of Professional Services

Steve Kallio manages the Professional Services practice. He has worked in the information security profession for over thirteen years, working as a consultant with both global organizations and small businesses to assist them in securing their technology infrastructure. Steve's experience has been used to help organizations understand the complexities and compliance requirements of information security. Steve is a Certified Information Systems Security Professional (CISSP), GIAC Systems and Network Auditor (GSNA), and Certified HIPAA Security Professional (CHSP).

Ron Bernier, CISSP, MCSE, Director, *nDiscovery*

Ron Bernier manages the *nDiscovery* Program. Ron has over fifteen years of experience in community and international banks within the Information Technology arena, with expertise in network and security design as well as information security. Ron works closely with *nDiscovery* clients to customize the service to match organizational requirements and their risk profile. Ron is a Certified Information Systems Security Professional (CISSP) and a Microsoft Certified Security Systems Engineer (MCSE/Security).

Brendan Travis, CISM, Director of Sales & Marketing

Brendan joined Sage in 2012 as an Account Executive to assist with increasing market exposure and developing new revenue streams for both new and traditional market segments. In 2015, he was named Director of Sales & Marketing where he is responsible for sales strategy development and helping to build effective and sustainable information security programs for businesses nationwide. Brendan brings over 15 years of risk and compliance experience to the Sage team with an established ability to develop long-term, collaborative relationships by linking functional advantages in support of strategic business objectives. Brendan is a Certified Information Security Manager (CISM), and holds a BS degree in Business Administration from Saint Michael's College and an MBA degree from Clarkson University.



Rancho Santiago Community School District
nDiscovery Subscription Quote
February 22, 2018

License	Device	Monthly Rate
Enterprise with nPoint	Corporate Firewalls (up to 20,000,000 events / day*)	\$6,900
	Window Servers (unlimited)	
	nPoint Windows Endpoints (unlimited)	
	Supported Network Device Package: includes: nAlert Premium; ActiveInventory; IIS/Apache web servers; SQL/Oracle for Windows databases; Switches; Routers; VPN Devices; VCenter Hosts; Email Gateways; VMware Hosts; Wireless Access Points; RSA Authentication Manager; NetScaler; SAN/NAS Devices; Other device types as determined by Sage	\$700
Monthly Total		\$7,600
<input type="checkbox"/> Discounted Monthly Total with 36-Month Commitment (Optional)		\$5,320

*Each additional 5MM events per day, on average is an additional \$400/mo.

TERMS: RSCCD must provide Sage with no less than 30 days' written notice in order to terminate services. In the event of termination, RSCCD will allow Sage access to uninstall all software related to the nDiscovery service within 5 business days. If multiyear commitment is signed, RSCCD will have the opportunity to renew under the same terms following the contract end date. Subscription is paid in advance on a quarterly basis. Rates are subject to quarterly adjustments based on changes to the infrastructure as specified above.

MASTER SERVICES AGREEMENT: This Schedule of Services is entered into pursuant to that certain Master Services Agreement between RSCCD and Sage and incorporates all of the terms and conditions thereof.

Agreed to on behalf of Rancho Santiago Community College District:

Agreed to on behalf of Sage Data Security, LLC:

Name: _____

Name: Jim Macisso, Account Manager

Signature: _____

Signature: _____

Date: _____

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Board Date: March 12, 2018
Re:	Approval of Resource Development Items	
Action:	Request for Approval	

ANALYSIS

Items for the following categorical program were developed:

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
1. Board Financial Assistance Program (BFAP) (SCC) – <i>Adjustment</i> First Principal (P1) apportionment adjustment for the Board Financial Assistance Program (BFAP) from the California Community Colleges Chancellor’s Office to assist students in need of financial aid by supporting financial aid staff and equipment costs. (17/18). <i>No match required.</i> SCC – Advance Apportionment \$324,607 SCC – P1 Apportionment (January) \$322,808 <i>Decreased by \$1,799</i>	01/31/2018	-\$1,799
2. Full-Time Student Success Grant (SAC & SCC) – <i>Augmentation</i> Funding from the California Community Colleges Chancellor’s Office to provide supplemental grants for community college Cal Grant B recipients receiving a full-time Cal Grant B award payment to support student persistence, retention, and completion. (17/18). <i>No match required.</i> SAC – Advance Apportionment \$594,016 SAC – P1 Apportionment (January) \$969,500 <i>Increased by \$375,484</i> SCC – Advance Apportionment \$230,893 SCC – P1 Apportionment (January) \$335,500 <i>Increased by \$104,607</i>	01/31/2018	\$480,091

RECOMMENDATION

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

Fiscal Impact: \$478,292	Board Date: March 12, 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 # 2550
NAME: Board Financial Aid Admin (BFAP) - SCC
FISCAL YEAR: 2017/2018

PROJ. ADM. Syed Rizvi
 PROJ. DIR. Sheena Tran

CONTRACT PERIOD: 7/1/17 - 06/30/18
 CONTRACT INCOME: \$324,607 - Advance Allocation
 P1 - Adjustment: (\$1,799)

TOTAL ALLOCATION (P1) \$322,808

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: RSCCD

CFDA #: N/A; Award #: N/A

Rev Date: 02/12/18

GL Account	Description	Allocated Budget		Adjusted Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2550-000000-20000-8629	Other Gen Categorical Appor		324,607		322,808	1,799	
12-2550-646000-29500-2130	Classified Employees : Fina - Elizabeth Bergara, S.S. Coordinator (12%) - Susan Denim, Senior Clerk (100%) - Jitesh Prajapati, F.A. Analyst (100%) - Reynoso Zambrano, F.A. Technician (100%)	152,698		152,698		-	
12-2550-646000-29500-2320	Classified Employees - Hourly - Lauren Bennett, Student Program Specialist	7,095		7,095		-	
12-2550-646000-29500-2340	Student Assistants - Hourly	10,257		8,458			1,799
12-2550-646000-29500-2350	Overtime - Classified Emplo	945		945		-	
12-2550-646000-29500-3215	PERS - Non-Instructional :	23,716		23,716		-	
12-2550-646000-29500-3315	OASDHI - Non-Instructional	9,784		9,784		-	
12-2550-646000-29500-3325	Medicare - Non-Instructiona	2,356		2,356		-	
12-2550-646000-29500-3335	PARS - Non-Instructional :	61		61		-	
12-2550-646000-29500-3415	H & W - Non-Instructional :	50,632		50,632		-	
12-2550-646000-29500-3435	H & W - Retiree Fund Non-In	6,377		6,377		-	
12-2550-646000-29500-3515	SUI - Non-Instructional : F	81		81		-	
12-2550-646000-29500-3615	WCI - Non-Instructional : F	3,953		3,953		-	
12-2550-646000-29500-3915	Other Benefits - Non-Instru	4,680		4,680		-	
12-2550-646000-29500-4610	Non-Instructional Supplies	425		425		-	
12-2550-646000-29500-4710	Food and Food Service Suppl	5,104		5,104		-	
12-2550-646000-29500-5100	Contracted Services : Finan	3,671		3,671		-	

5.1(2)

SPECIAL PROJECT DETAILED BUDGET # 2550
NAME: Board Financial Aid Admin (BFAP) - SCC
FISCAL YEAR: 2017/2018

CONTRACT PERIOD: 7/1/17 - 06/30/18
 CONTRACT INCOME: \$324,607 - Advance Allocation
 P1 - Adjustment: (\$1,799)
TOTAL ALLOCATION (P1) \$322,808
Prime Sponsor: CCC Chancellor's Office
Fiscal Agent: RSCCD
CFDA #: N/A; Award #: N/A

PROJ. ADM. Syed Rizvi
 PROJ. DIR. Sheena Tran

Rev Date: 02/12/18

GL Account	Description	Allocated Budget		Adjusted Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2550-646000-29500-5300	Inst Dues & Memberships : F	3,791		3,791		-	-
12-2550-646000-29500-5950	Software License and Fees :	16,365		16,365		-	-
12-2550-646000-29500-6409	Equip-All Other >\$200 <\$1,	3,000		3,000		-	-
12-2550-646000-29500-6410	Equip-All Other >\$1,000<\$5,	5,234		5,234		-	-
12-2550-675000-29500-5210	Conference Expenses : Finan	13,882		13,882		-	-
12-2550-675000-29500-5215	Online Training Courses	500		500		-	-
Totals for PROJECT: 2550	Student Fin Aid Admin - BFAP	324,607	324,607	322,808	322,808	1,799	1,799

SPECIAL PROJECT DETAILED BUDGET # 2027
NAME: Full-Time Student Success Grant (FT SSG) - SAC
FISCAL YEAR: 2017/2018

CONTRACT PERIOD: 7/1/17 - 06/30/18
 CONTRACT INCOME (Advance): \$594,016
 P1 Adjustment: \$375,484
TOTAL (SAC - P1 Allocation) \$969,500

PROJ. DIR. Robert Manson
 Rev. Date: 02/12/18

Prime Sponsor: CCC Chancellor's Office
Fiscal Agent: RSCCD
CFDA #: N/A; Award #: N/A

GL Account	Allocated Budget		Revising Budget		Changes (+/-)	
	Debit	Credit	Debit	Credit	Debit	Credit
74-2027-000000-10000-8659		594,016		969,500		375,484
74-2027-732000-19405-7527	594,016		969,500		375,484	
Totals for PROJECT: 2027	594,016	594,016	969,500	969,500	375,484	375,484

SPECIAL PROJECT DETAILED BUDGET # 2027
NAME: Full-Time Student Success Grant (FT SSG) - SCC
FISCAL YEAR: 2017/2018

CONTRACT PERIOD: 7/1/17 - 06/30/18
 CONTRACT INCOME (Advance): \$230,893
 P1 Adjustment: \$104,607
TOTAL (SCC - P1 Allocation) \$335,500

PROJ. DIR. Sheena Tran
 Rev. Date: 02/12/18

Prime Sponsor: CCC Chancellor's Office
Fiscal Agent: RSCCD
CFDA #: N/A; Award #: N/A

GL Account	Allocated Budget		Revising Budget		Changes (+/-)	
	Debit	Credit	Debit	Credit	Debit	Credit
74-2027-000000-20000-8659		230,893		335,500		104,607
74-2027-732000-29500-7527	230,893		335,500		104,607	
Totals for PROJECT: 2027	230,893	230,893	335,500	335,500	104,607	104,607

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Office of the Chancellor

To: Board of Trustees	Date: March 12, 2018
Re: First Reading of Board Policy	
Action: Information	

BACKGROUND

The Board Safety Committee met on November 29, 2017 and reviewed BP 7600 – Campus Security Officers. Chief Toni Bland recommended changes to the policy based on the board’s decision to transition to an armed non-sworn security department. The Committee approved the recommended revisions and forwarded to the Board Policy Committee. The Board Policy Committee has not had occasion to meet. Because the policy has been reviewed by the Board Safety & Security Committee and the district currently has armed security officers, it was decided that to facilitate the update of this policy in a timely manner the policy is presented to the board for a first reading.

ANALYSIS

The District subscribes to the Policy and Procedure Service of the Community College League of California (CCLC). This service provides the district with model board policies, which comply with state law, Title 5 regulations and address the relevant accreditation standards. CCLC provides the District with semi-annual updates to these policies, which reflect recent changes in law, state regulations and accreditation standards. Meetings of the Board Safety & Security Committee are noticed per the Brown Act and open to the public. Those interested in this policy had the opportunity to speak on it at the November 29, 2017 meeting. The Board Safety & Security Committee is recommending the attached policy be updated to reflect changes in district policy.

RECOMMENDATION

Board Policy 7600 – Campus Security Officers is being presented for a first reading as an information item.

Fiscal Impact:	None	Board Date:	March 12, 2108
Prepared by:	Debra Gerard, Executive Assistant to the Chancellor		
Submitted by:	Debra Gerard, Executive Assistant to the Chancellor		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor		

BP 7600 Campus Security Officers

Reference:

Education Code Section 72330.5

The District shall employ campus security officers, who shall provide services as security guards, or patrol persons on or about the facilities owned or operated by the District. Their duties include, but are not limited to protecting persons or property, preventing the theft of District property, and reporting any unlawful activity to the District and local law enforcement.

The Chancellor shall establish district safety policies and procedures necessary for administration of campus security. In addition, the Chancellor shall enter into agreements with local law enforcement, which includes that campus security officers shall cooperate with local law enforcement in performing their duties.

Every campus security officer who works more than twenty hours per week shall complete a course of training developed by the Bureau of Security and Investigative Services of the Department of Consumer Affairs as required by Education Code Section 72330.5 (b). If an officer is required to carry a firearm, he or she shall satisfy the training requirements of statutory law, including section 832 of the Penal Code and section 7583.5 of the Business and Professions Code.

Every campus security officer shall meet other requirements set out in Education Code Section 72330.5 and the District.

Adopted: October 28, 2013

Revised: ~~XXXXXX~~, 2018

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC
March 12, 2018

MANAGEMENT

Employment Agreement/Attachment #1

Rizvi, Syed
Vice President, Student Services
Santiago Canyon College

New Job Description/Attachment #2

Director, OC Center of Excellence
Educational Services
District
Classified Supervisory
Grade Level F

Appointment

Tanner, Nancy
Payroll Manager
Fiscal Services
District

Effective: March 5, 2018
Salary Placement: G-1 \$86,186.27/Year
(Requisition #CL170-1074)

Interim to Permanent

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

Effective: February 21, 2018
Salary Placement: H-1 \$81,280.84/Year
(CL17-0937)

Change of Interim Assignment

Coto, Jennifer
Interim Dean
Enrollment & Student Support
Services Division
Santiago Canyon College

Effective: March 1, 2018
Salary Placement: B-7 \$160,437.30/Year
(No Change)

**HUMAN RESOURCES MANAGEMENT/ACADEMIC DOCKET
March 12, 2018**

MANAGEMENT (CONT'D)

Return to Regular Assignment

Babeshoff, Ruth
Dean
Counseling & Student Support
Services Division
Santiago Canyon College

Effective: March 1, 2018
Salary Placement: B-7 \$160,437.30/Year

Ratification of Resignation/Retirement

Iannaccone, Judith
Director
Public Affairs & Publications
Educational Services
District

Effective: August 31, 2018
Reason: Retirement

FACULTY

Approval of 2018/2019 Tenure Review Recommendations for CSEA 888/Attachment #3

Additional 2018/2019 Tenure Review Recommendations for FARSCCD/Attachment #4

Temporary (E.C. 87470) to Tenure Track

Janio, Jaroslaw
Assistant Professor/Coordinator
ESL/CASAS/EI Civics
Centennial Education Center
Continuing Education Division
Santa Ana College

Effective: August 21, 2017
Tenure Status: Contract II

Hiring of Temporary Long-term Substitute (E.C. 87481 & 87482)

Hester, Becky
Long-term Substitute Instructor, Computer Science
Business Division
Santa Ana College

Effective: March 5 – May 31, 2018
Hourly Lecture Rate: \$64.25

Return to Regular Assignment/Voluntary Workload Reduction

Nichols, Teresa
Teacher, SAC East
Child Development Services
District

Effective: July 1, 2017
Salary Placement: T/BA-9 \$ 40,919.46/Year
Workload Reduction: 207 Days (97.6%)
Teacher Stipend: \$75.00/Month

FACULTY (CONT'D)

Addition of 2017/2018 Contract Stipend

Iniguez, Imelda
Master Teacher
SAC Early Childhood Education Center
Child Development Services
District

Effective: March 1, 2018
Amount: \$300/Month
Reason: Assistant Director Duties

Karter, Jacqueline
Master Teacher
CEC Child Development Center
Child Development Services
District

Effective: March 12, 2018
Amount: \$500/Month
Reason: Site Supervisor Duties

Beyond Contract/Overload Stipend

Kowsari, Ali
Assistant Professor, Marketing
Business Division
Santa Ana College

Effective: April 13, 2018
Amount: \$500.00
Reason: Program Development
(Project #2232)

Muir, Shannon
Assistant Professor/Counselor
Counseling Division
Santa Ana College

Effective: September 1, 2017
Amount: \$300.00
Reason: Miscellaneous Student Services-Biology
(Project #1625)

Shweiri, Gabriel
Associate Professor, Marketing/Management/
International Business
Business Division
Santa Ana College

Effective: April 13, 2018
Amount: \$500.00
Reason: Program Development
(Project #2232)

Ratification of Resignation/Retirement

Kessler, Ron
Professor, Computer Science
Business & Career Technical
Education Division
Santiago Canyon College

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

Mitzner, Rita
Professor, English
Humanities & Social Sciences Division
Santa Ana College

Effective: May 31, 2018 (Last Day)
Reason: Resignation

FACULTY (CONT'D)

Ratification of Resignation/Retirement (cont'd)

Kossler, Wenona
Professor, Reading
Humanities & Social Sciences Division
Santa Ana College

Effective: May 31, 2018 (Last Day)
Reason: Retirement

Sneddon, Donald
Professor, Fire Technology (Wellness)
Human Services & Technology Division
Santa Ana College

Effective: May 31, 2018 (Last Day)
Reason: Retirement

Leave of Absence

Cho, Joshua
Instructor, Art
Fine & Performing Arts Division
Santa Ana College

Effective: February 13– 27, 2018
Reason: Parental Leave

Rescission of Leave of Absence

Coyne, Claire
Professor, Geology
Science, Mathematics &
Health Sciences Division
Santa Ana College

Effective: January 29 – June 2, 2018
Reason: Banked Leave Withdrawal - 3.0 LHE

Part-time Hourly New Hires/Rehires

Austin, Nilda L.
Clinical Psychologist
Student Services/
Student Health Services Division
Santiago Canyon College

Effective: March 05, 2018
Hourly Rate: \$72.57

Davenport, Darren E.
Instructor, Criminal Justice (equivalency)
Human Services & Technology Division
Santa Ana College

Effective: March 09, 2018
Hourly Lecture/Lab Rates: I-3 \$55.51/\$49.96

Donaldson, Lindsay C.
Instructor, Anthropology
Humanities & Social Sciences Division
Santa Ana College

Effective: April 09, 2018
Hourly Lecture Rate: II-3 \$58.29

FACULTY (CONT'D)

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

Hua, Henry Huy
Instructor, Computer Science
Business Division
Santa Ana College

Effective: March 05, 2018
Hourly Lecture Rate: IV-3 \$64.25

Luhar, Daksha
Instructor, Business
Business & Career Technical Education Division
Santiago Canyon College

Effective: April 09, 2018
Hourly Lecture Rate: II-3 \$58.29

McGlynn, Kirsten M.
Instructor, Vocational/Medical Assistant
Continuing Education Division (OEC)
Santiago Canyon College

Effective: March 06, 2018
Hourly Lecture Rate: I-3 \$48.69

Salgado, Guadalupe
Instructor, Older Adults/Cooking
Continuing Education Division (CEC)
Santa Ana College

Effective: March 05, 2018
Hourly Lecture Rate: I-3 \$48.69

Snook, Deanna K.
Clinical Nurse
Science, Mathematics and
Health Sciences Division
Santa Ana College

Effective: March 15, 2018
Hourly Lab Rate: I-3 \$49.96

Wilkinson, Sarah
Clinical Psychologist
Student Services/
Student Health Services Division
Santiago Canyon College

Effective: March 05, 2018
Hourly Rate: \$72.57

Non-paid Instructors of Record

Nally, James R.
Instructor, Criminal Justice/
OC Sheriff/s/CAP Organization (equivalency)
Human Services & Technology Division
Santa Ana College

Effective: February 23, 2018

FACULTY (CONT'D)

Non-paid Instructors of Record (cont'd)

Sandoval, Victor
Instructor, Apprenticeship
Southwest Carpenters
Business & Career Technical Education Division
Santiago Canyon College

Effective: February 26, 2018

Non-paid Internship

Sipila, Dayna
Talent Search Intern
Academic Talent Search
Student Affairs
Santa Ana College

Effective: March 13 – June 30, 2018
College Affiliation: Chapman University
Discipline: Education

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

1. **Parties.** The Rancho Santiago Community College District (“District”), on the one hand, and **Syed Rizvi** (“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 **Vice President of Student Services** (“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 **March 2, 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 \$171,394.03 per academic year (July 1 through June 30), pro-rated if less than a full academic year, paid on a monthly basis. District reserves the right to increase the salary of Administrator during the term of this Agreement, but any such increase shall not be construed as an indication that this Agreement will be renewed or extended. Administrator agrees that District also reserves the right to decrease the salary of Administrator during the term of this Agreement as long as such decrease, on a percentage basis, is no more than what is implemented on a general basis for regular, full-time faculty of the District. Administrator is an exempt employee and is not eligible for overtime pay or compensatory time off.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For District

Date

Administrator

Date

BOARD APPROVAL DATE: 03/12/2018

Director, OC Center of Excellence

Plans, organizes, oversees, coordinates, reviews and perform the activities of the Orange County Center of Excellence, including workforce research, partnership development, and strategic planning; researches and analyzes various program data and develops reports; provides highly complex and responsible support to Orange County community colleges.

Representative Duties

- Plans, manages, and oversees the daily functions, operations, projects, and activities of the OC Center of Excellence, including workforce research, partnership development, strategic planning, and grants management.
- Conducts research on workforce development needs, including primary research, industry surveys, interviews, secondary research, and data analysis.
- Provides consultation and technical expertise to Orange County community colleges and Orange County Sub-regional Council concerning emerging jobs and workforce needs; responds to inquiries and provides detailed and technical information concerning projects, including Labor Market Information (LMI) needed for program recommendation.
- Provides assistance to Orange County Director with Strong Workforce Program (SWP) strategic planning and labor market forecast
- Develop and implement the goals, objectives, policies, and priorities for the OC Center of Excellence
- Directs, prepares and maintains various regional reports
- Monitors and evaluates OC Center of Excellence products and services for educational and economic effectiveness and operational efficiency.
- Attends professional group meetings and various committees and advisory groups; makes presentations of workforce development and data related issues.
- Prepares, reviews, and presents staff reports, various management and information updates, and reports on special projects.
- Learns and applies emerging technologies to perform duties in an efficient, organized, and timely manner.
- Participates in the selection of, trains, motivates, and evaluates assigned personnel
- Performs other related duties as assigned.

Organizational Relationships

The position reports directly to the designated administrator or manager, and manages the OC Center of Excellence program activities and supervises staff.

Director, OC Center of Excellence, cont'd

Desirable Qualifications Guide

Training and Experience

Bachelor's degree from an accredited institution in business administration, public administration, economics, sociology, educational administration or in a related field AND a minimum of three (3) years of related experience in management and administration of programs in economic or workforce development.

Knowledge and Abilities

Knowledge of:

- workforce and data research principles and practices to produce workforce and data-driven research projects and reports,
- administrative principles and practices, including goal setting, program development, implementation, and evaluation
- budget development, administrative practices, and organizational and management practices as applied to the analysis and evaluation of projects, programs, policies, procedures, and operational needs, and
- principles and practices involved in the development of programs and resources in support of emerging industry and workforce trends.

Abilities to:

- conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical reports
- prepare and administer budgets; allocate limited resources in a cost effective manner,
- plan, organize, and direct OC Center of Excellence operations and activities, and
- develop partnerships with economic development organizations, industry associations, Workforce Development Boards, Employment Development Department, and other workforce intermediaries.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2018/2019
TENURE REVIEW RECOMMENDATIONS
CSEA 888**

ATTACHMENT #3

LAST NAME	FIRST NAME	DIVISION	LOCATION	RECOMMENDATION
Abramovitz	Julieta	Child Development Services	DO	Contract III
Covarrubias	Julisa	Child Development Services	DO	Contract III
Escobar Pacheco	Ximena	Child Development Services	SAC East	Contract II
Fouquete	Anne	Child Development Services	SCC	Contract II
Le	Vy	Child Development Services	SAC ECEC	Contract II
Montalbetti de Perez	Laura	Child Development Services	DO	Contract III
Sanchez	Sandra C.	Child Development Services	SAC ECEC	Contract I
Witron	Briseyda	Child Development Services	SAC ECEC	Contract III

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2018/2019
TENURE REVIEW RECOMMENDATIONS
FARSCCD

ATTACHMENT #4

LAST NAME	FIRST NAME	DIVISION	LOCATION	RECOMMENDATION
Murphy	Ryan	Arts, Humanities & Social Sciences Division	SCC	Contract II
Nguyen	Steven	Mathematics & Sciences Division	SCC	Contract II
Sanchez	Sandra	Mathematics & Sciences Division	SCC	Contract II
Valdos	Yanina	Arts, Humanities & Social Sciences Division	SCC	Contract II
James	Scott	Academic Affairs	SCC	Tenure
Jones	Vanessa	Math & Science	SCC	Tenure
Malone	Charlie	Arts, Humanities & Social Sci	SCC	Tenure
McLean	Stephen	Business & Career Technical Ed	SCC	Tenure

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
CLASSIFIED
MARCH 12, 2018**

CLASSIFIEDNew Appointment

Fulgencio, Jericho Help Desk Analyst (CL17-1084) ITS	Effective: February 27, 2018 Grade 13, Step 2 \$53,003.39
--	--

Hernandez, Jesus Skilled Maintenance Worker (CL18-1117) Administrative Services/ SCC	Effective: March 1, 2018 Grade 11, Step 1 \$45,583.45
--	--

Temporary to Contract

Bennett, Lauren Admissions/Records Spec. I (CL17-1051) Admissions/ SCC	Effective: February 28, 2018 Grade 6, Step 1 \$37,007.82
--	---

Professional Growth Increments

Duenez, Patricia Executive Secretary/ Educational Services/ District	Effective: April 1, 2018 Grade 14, step 1 + 2.5%Bil + 1PG (500) \$55,043.86
--	---

Aguila, Victor Admissions & Records Spec. I/ Admissions/ SAC	Effective: April 1, 2018 Grade 6, Step 6 + 10%L + 2.5%Bil + 7PG (3500) \$56,731.58
--	--

Out of Class Assignment

Donahoe, Chandra Business Services Coordinator/ SBDC	Effective: 01/04/18 – 06/30/18 Grade 13, Step 5 + 7.5%L \$66,000.39
---	--

Flores, Rodrigo Sr. Custodian/Utility Worker/ Admin. Services/ SAC	Effective: 02/05/18 – 06/30/18 Grade 7, Step 3 \$42,471.03
--	---

Return to Regular Assignment

Chamness, Gregory Skilled Maintenance Worker/ Admin. Services/ SAC	Effective: February 26, 2018 Grade 11, Step 6 + 10%L \$64,038.77
--	---

Change in Position

Chamness, Gregory From: Skilled Maintenance Worker To: Lead Central Plant Operator (CL17-1006) Admin. Services/ SAC	Effective: February 27, 2018 Grade 14, Step 4 + 10% L \$67,780.25
--	--

Hawn, Theresa Sr. Clerk/ Community Services From: Admin Services/ SAC To: Continuing Ed./ CEC (Reorg 1071)	Effective: February 1, 2018 Grade 8, Cap 6 + 7.5%L \$55058.65
---	--

Montana, Tracy From: Sr. Account Clerk/ Fiscal Services To: Administrative Secretary (CL1-1069) Kinesiology/ SCC	Effective: March 12, 2018 Grade 12, Step 6 \$61,290.12
---	---

Williams, Lithia Community Services Coordinator II From: Admin. Services/ SAC To: Continuing Ed./ CEC (Reorg 1071)	Effective: February 1, 2018 Grade 15, Step 6 + 5%L + 1PG (500) \$75,830.87
---	--

Change in Salary Placement

Herrera, Melven Custodian/ Admin. Services/ SCC	Effective: March 5, 2018 Grade 4, Step 4 + 7.5%L + 7.5%GY \$46,077.89
--	---

Lara, Rene Custodian/ Admin. Services/ SCC	Effective: March 5, 2018 Grade 4, Step 6 + 7.5%GY \$47,505.74
---	--

Medina, Alfonso Custodian/ Admin. Services/ SCC	Effective: March 5, 2018 Grade 4, Step 6 + 10%L + 7.5%GY \$51,924.88
--	--

Reza, Juan Custodian/ Admin. Services/ SCC	Effective: March 5, 2018 Grade 4, Step 6 + 10%L + 7.5%GY \$51,924.88
---	--

Change in Salary Placement cont'd

Ruesga, Elias Custodian/ Admin. Services/ SCC	Effective: March 5, 2018 Grade 4, Step 2 + 7.5%GY \$39,049.29
Stewart, Reuben Custodian/ Admin. Services/ SCC	Effective: March 5, 2018 Grade 4, Step 4 + 7.5% GY \$43,072.81

Leave of Absence

Mejia, Joanne Administrative Clerk/ Criminal Justice/ SAC	Effective: 02/15/18 – 06/30/18 Reason: FMLA - Intermittent
---	---

Ratification of Resignation/Retirement

Ho, Albert Applications Specialist III/ ITS	Effective: July 2, 2018 Reason: Retirement
--	---

CLASSIFIED HOURLY

New Appointments

Ontiveros, Tara Student Services Specialist (CL17-1083) Student Development/ SCC	Effective: February 14, 2018 19 Hours/Week 12 Months/Year Grade 10, Step A \$20.90/Hour
--	---

Temporary to Hourly Ongoing

Ramirez, Abigail Counseling Assistant (CL17-1037) Counseling/ SAC	Effective: February 12, 2018 19 Hours/Week 12 Months/ Year Grade 5, Step A \$17.12/Hour
---	---

Ratification of Resignation/Retirement

Avila, Edgar District Safety Officer/ District	Effective: March 8, 2018 Reason: Resignation
Gama Guillen, Daisy Instructional Assistant/ Student Services/ SCC	Effective: March 2, 2018 Reason: Resignation

MISCELLANEOUS POSITIONS cont'd

Racobs, Shawn Coaching Assistant/ Kinesiology/ SAC	Effective: 03/13/18
Rosales, Joanna Child Dev. Intern I/ Child Dev. Services/ SCC	Effective: 02/20/18
Siegel, Theodore Community Services Presenter/ Student Services/ OEC	Effective: 04/09/18
Vu, Thanh Clerical Assistant/ Counseling/ SAC	Effective: 02/13/18 – 06/15/18

Instructional Associates/Associate Assistants

Nursing

McCall, Nora	Effective: 03/12/18
--------------	---------------------

COMMUNITY SERVICE PRESENTERS

Stipends Effective January 11 – February 10, 2018

Adney, Curtis	Amount: \$ 323.99
Boggio Wooldridge, Alexandria	Amount: \$ 210.00
Cohen, Robert	Amount: \$ 169.65
Fischermilitaru, Mariana	Amount: \$ 280.00
McClean, Stephen	Amount: \$ 440.00
Nolasco, Jeffrey	Amount: \$ 105.00
Raslan, Nayrouz	Amount: \$ 624.00
Smith, Roberta	Amount: \$ 90.00
Williams, Ronald	Amount: \$ 650.41

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES

To:	Board of Trustees	Date:	March 12, 2018
Re:	Approval of Memorandum of Understanding (MOU) for Article 7 of the Collective Bargaining Agreement between the Rancho Santiago Community College District and CSEA, Chapter 579		
Action:	Request for Approval		

BACKGROUND

The District and the California School Employees Association (CSEA) 579 have reached a Memorandum of Understanding on a language update and revision of Article 7, Association Rights and Non-Discriminatory Practices. The tentative agreement was ratified by CSEA 579 on March 1, 2018.

ANALYSIS

This proposed memorandum of understanding is presented to the Board of Trustees for approval.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Memorandum of Understanding (MOU) for Article 7-Association Rights and Non-Discriminatory Practices of the Collective Bargaining Agreement between Rancho Santiago Community College District and CSEA, Chapter 579.

Fiscal Impact: None	Board Date: March 12, 2018
Prepared by: Judyanne Chitlik, Vice Chancellor, Human Resources	
Submitted by: Judyanne Chitlik, Vice Chancellor, Human Resources	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS
RANCHO SANTIAGO COMMUNITY COLLEGE CHAPTER 579 AND
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
February 21, 2018**

The California School Employees Association (CSEA) and its Rancho Santiago Community College District Chapter 579 and the Rancho Santiago Community College District (District) enter into this Memorandum of Understanding (MOU) regarding release of duly elected CSEA Chapter 579 delegates to attend CSEA's annual conference. The parties agree to change Section 7.8 of the Association Rights Article 7 of the current collective bargaining agreement as follows:

7.8 State Conference

The District shall grant **all** the CSEA's authorized delegates ~~up to a maximum of six (6),~~ five (5) days' paid leave for the purpose of attending CSEA's annual conference.

7.8.1 Definition of all means two delegates for the first 150 members and one additional delegate for each additional one-hundred (100) members or fraction thereof.

This MOU is subject to ratification by the CSEA Rancho Santiago Community College District Chapter 579 membership, CSEA Policy 610 requirements and approval by the Rancho Santiago Community College Board of Trustees.

CSEA

District

Sheryl Martin 2/21/18
Sheryl Martin Date
President

Judy Chitfik 2-21-18
Judy Chitfik Date
Vice Chancellor, Human Resources

Matthew Phutisatayakul 02/22/18
Matthew Phutisatayakul Date
CSEA Labor Relations Representative

Alistair Winter 2/22/18
Alistair Winter Date
Asst.-Vice Chancellor, Human Resources

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES

To: Board of Trustees	Date: March 12, 2018
Re: Approval of Revision to Article 23 of the Collective Bargaining Agreement between the Rancho Santiago Community College District and CSEA, Chapter 579	
Action: Request for Approval	

BACKGROUND

The District and the California School Employees Association (CSEA) 579 have reached a tentative agreement on a language update and revision of Article 23, Effects of Lay Off. The tentative agreement was ratified by CSEA 579 on March 1, 2018.

ANALYSIS

This proposed agreement is presented to the Board of Trustees for approval.

RECOMMENDATION

It is recommended that the Board of Trustees approve the revision to Article 23 – Effective of Lay Off of the Collective Bargaining Agreement between the Rancho Santiago Community College District and CSEA, Chapter 579.

Fiscal Impact: None	Board Date: March 12, 2018
Prepared by: Judyanne Chitlik, Vice Chancellor, Human Resources	
Submitted by: Judyanne Chitlik, Vice Chancellor, Human Resources	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

TENTATIVE AGREEMENT
BETWEEN
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT CHAPTER #579
AND
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

February 13, 2018

ARTICLE 23 - EFFECTS OF LAYOFF

23.1 ~~Definition of the Process~~ **Reason for Layoff**

Unit Members shall be subject to layoff for lack of work or lack of funds in accordance with the education code. A reduction in hours or work year shall be considered a layoff for purposes of this Article. CSEA shall retain the right to negotiate the effects of layoff.

23.1.1 A Unit Member shall not be laid off if a short-term employee is retained to render a service where the Unit Member meets the qualification.

23.2 **Seniority Procedures**

23.2.1 Seniority in the classification being cut is the basis upon which a classified employee shall be laid off. In effecting layoffs, the following rules shall apply:

23.2.1.1 Seniority shall be based upon the amount of paid service in the classification in which the employee has served and shall include actual service and all paid leaves such as vacation, holidays, sick leave, etc. Time compensated on an overtime basis shall not be credited.

a. Seniority shall include all regular time in a class plus time accrued in higher classes as defined by personnel procedures. In the event of a tie of accumulated time, first preference will be given to the employee with the longest total District service as a classified employee. If a tie still exists, the employees will draw lots to determine preference.

~~1) Employees serving in a class prior to July 1, 1971, shall have seniority based on their initial date of hire as a probationary employee in their class.~~

~~2) Employees serving in a class on or after July 1, 1971, shall have seniority based on the number of hours in paid status in the class including voluntary furlough hours, plus equal or higher classes and exclusive of overtime hours.~~

b. Time spent on leave without pay excluding voluntary furlough, shall not be included when computing seniority, but time spent on approved leaves with pay and on military leaves (reserves) shall count toward seniority accrual.

c. Time spent in the class between breaks of employment because of separation (such as substitute or temporary employment) shall not count toward seniority accrual.

23.2.1.2 When reclassification results either in the merger of two or more classes or the separation of a class into two or more classes, seniority rights of unit employees who are reclassified with their positions shall be computed from the date of their earliest entrance into regular service in such former classes.

23.2.1.3 An employee transferred from one class to another, or reclassified to a higher class, shall retain his/her seniority in the former class; seniority in the new class shall begin accumulating on the date of transfer. Employees who are reclassified to a different classification, but with the same salary grade, shall have his/her seniority in the new class credited to the former classification.

~~23.2.1.4 No unit employee shall be laid off from any position while employees serving under non-contract employment are retained in positions of the same class unless the unit employee declines the limited-term position.~~

23.2.2 Seniority List: Employees shall be ranked by seniority credit in a specified class, plus all higher classes, from which displacements are expected. This list will be used for determining:

Layoff from the classified service in the proper sequence.

The exercise of displacement rights to retain employment.

23.2.3 Displacement Rights: Permanent unit employees who are to be laid off, may exercise bumping rights in their class or in any lower class in which they have served and hold seniority credit greater than an incumbent. They may also exercise bumping rights in their class or in any lower class for which they possess bilingual skills identified as needed for the position, (as described in Section 14.14) and hold seniority credit greater than an incumbent. The employee bumped shall be the one with the least seniority in the class plus related higher classes. In determining bumping rights, the following rules shall apply:

23.2.3.1 In cases of reclassification, reorganization, or abolishment of positions, an incumbent's seniority in the class plus higher related classes shall be computed as outlined in Section A.1. above.

23.2.3.2 Displacement shall be in descending order of assigned time within the classification. Assigned time is defined **as actual hours compensated within a classification**, as the total assigned hours per week multiplied by the assigned weeks per year. For purposes of this calculation, 12-month positions shall be counted as 52 weeks, 11-month positions shall be counted as 48 weeks, 10-month positions shall be counted as 43 weeks, and school session positions shall be counted as 36 weeks. Flexible hour positions shall only be able to displace other flexible hour positions.

~~Example 1: Position "A" is eliminated. "A" bumps "E", "E" bumps "G".~~

~~Example 2: Position "B" is eliminated. "B" bumps "F".~~

Example 3: Position "C" is eliminated. "C" bumps "G".

Employee	Hours in Class	Assigned Hours/Months	Annual Hours
A	1000	40/12	2080
B	900	19/10	817
C	800	30/12	1560
D	750	40/12	2080
E	600	40/12	2080
F	400	16/11	768
G	350	19/11	912

23.2.4 Employees exercising displacement rights shall bump the least senior employee(s) in accordance with SENIORITY PROCEDURES. A seniority list will be provided to CSEA Chapter President (or designee) by Human Resources.

23.2.5 An employee accepting a position in a lower classification in lieu of layoff, shall be placed on a step in the service of the previous classification which is nearest to, but not higher than the monthly salary he/she would have earned in the former classification.

23.2.5.1 In any case, the employee salary placement shall not exceed the salary he/she would have earned in the former classification.

23.2.5.2 In any case, the salary shall not exceed the maximum step of the current classification.

23.2.5.3 The employee will retain his/her anniversary date for subsequent salary advancement.

23.2.5.4 Salary increments based upon longevity shall continue to be paid in the new classification.

23.2.6 For the purposes of this Article only, Instructional Assistants may be laid off in reverse order of seniority **(least senior first), by discipline.**

~~Example: There are 60 Instructional Assistants in the Continuing Education discipline of ESL. For lack of work or lack of funds, the District lays off 10 Instructional Assistants in Continuing Education ESL, each working 19 hours per week. The 10 laid off are the 10 least senior, hourly Instructional Assistants currently serving in ESL, based upon the total hours in District service.~~

~~The District agrees to count all hours spent by Instructional Assistants in any and all of the below mentioned academic disciplines when ranking employees on a seniority list for lay-off purposes.~~

Disciplines for Continuing Education include:

- Adult Basic Education
- Business Skills
- Citizenship
- Disabled Adults
- ESL

Health and Safety
High School Basic Skills
Home Economics
Older Adults
Parent Education
Vocational Education

23.3 Notification of Employees

23.3.1 Employees affected by layoff shall be given written notice **by certified mail** sixty (60) days prior to the effective date of layoff and shall be informed of their displacement rights (bumping), if any, and re-employment rights. **A copy of all notices shall be provided to the Chapter President. Any notice of layoff shall specify the following:**

- **Name and Classification of the Unit Member**
- **Reason for Layoff**
- **Unit Member's displacement rights, if any**

23.4 Rights of Employees Laid off for Lack of Work or Funds (Education Code 88117)

23.4.1 **Re-employment Rights:** Employees laid off are eligible for re-employment for a period of 39 months.

23.4.1.1 An employee on a re-employment list may decline three offers of re-employment in his/her former class. After his/her third refusal, the employee's name will be removed from the re-employment list.

23.4.1.2 Removal of Name from Re-employment List

a. An employee's name may be removed from the re-employment list for the class from which they have been laid off if they fail to respond to a written notice of employment within twenty (20) calendar days of notification.

b. The District may take an action to remove an employee's name from the re-employment list permanently for the following reasons: ~~C~~ conviction of a crime which would be sufficient to support dismissal of a permanent employee.

~~Making false statements on an application form.~~

23.4.1.3 Classified job announcements will be sent to employees on the 39-month re-hire list.

23.4.1.4 Laid off employees do not accumulate seniority credit while on re-employment lists.

23.4.2 **Displacement Rights:** A permanent employee may exercise bumping rights pursuant to guidelines set forth in 23.2.3 of these guidelines.

23.4.3 **Rights in Lieu of Layoff:**

23.4.3.1 A permanent unit employee who may be laid off despite the exercise of bumping rights in his/her class, in order to avoid layoff, may request and accept a voluntary demotion to a lower class, or voluntary reduction in assigned hours and/or fewer days/months per year than which they had previously served.

23.4.3.2 An employee who has accepted demotion in lieu of layoff has the right to be employed, in accordance with his/her seniority, in a vacant position in his/her former class within 39 months after demotion provided the employee meets the current qualifications for the position.

If at this time the employee does not meet the stated qualifications for that class, the District and CSEA agree to negotiate a reasonable time period in which the employee may prepare for and achieve the stated qualifications, if feasible.

If at the end of this period the employee has failed to achieve the required qualifications the position shall be offered to the next most senior person on the 39-month rehire list.

- a. Intervening reassignments to other classes should not abrogate that right.
- b. If he/she has not been re-employed in his/her former class at the end of 39 months, he/she shall be eligible for appointment to a vacant position in that class for an additional period of up to 24 months.
- c. All rights acquired by an employee at the time of layoff shall be restored at the time of re-employment.

23.4.4 Benefit Rights: If a person is re-employed by the District within 39 months after the date of previous termination, his/her accumulated sick leave allowance, service credit for vacation allowance, and service credit for longevity pay shall be reinstated.

23.4.5 Substitute Employment: Employees laid off shall be placed on the substitute list for call-in for substitute employment in any class within the District in which they have served and/or have displayed that they meet the minimum qualifications. Such employees shall be afforded such work on a rotational basis in accordance with seniority.

23.4.6 Effects of Layoff on Remaining Employees: Employees remaining in employment shall not be required to work additional hours or required to perform overtime as a result of layoffs, **or be required to take work home as a result of layoffs.**

23.4.7 Employees who have exhausted (or waived displacement rights) may request to be interviewed for vacancies for lateral or lower classifications for which they meet minimum qualifications. These employees shall be interviewed prior to other unit employees or outside applicants, provided the employee requests an interview prior to the closing date of the posting.

- 23.4.8 The District shall continue to pay health insurance benefits received immediately prior to layoff at the current rate for all employees **who have been laid off through the last day of the month in which the employee was employed**, for one month following the date the District's obligation to maintain said benefits would otherwise cease.
- 23.4.9 Employees subject to layoff may receive up to ~~three~~ **five (5) non-consecutive** days paid release time to search for alternative employment. Such time must have the prior approval of the immediate supervisor.

23.5 Definitions as Used in this Policy

As used in this policy, the following terms have the meanings delineated below:

- 23.5.1 **Class**: A group of positions sufficiently similar in duties and responsibilities that the same descriptive title may be used to designate each position allocated to that class:
- Substantially the same requirements of education, experience, knowledge and ability are demanded of incumbents;
- Substantially the same tests of fitness may be used in choosing qualified appointees;
- The same salary range may be applied with equity.
- 23.5.2 **Class Seniority**: The length of service within a classification included within the recognized unit.
- 23.5.3 **Classification**: A term which defines those positions in the classified service according to a designated title. Classification excludes working titles.
- 23.5.4 **Displacement Rights (Bumping)**: The right to displace or bump into a current, lateral, or lower classification. Seniority in a lower classification shall be computed on the basis of hours of paid service in the higher classification(s) plus hours of paid service in the lower classification(s). When a unit employee's position is eliminated or the employee is displaced, the employee has the right to bump only into classification(s) currently or previously held. The employee will first bump into the current classification, and then into any lateral classification(s) previously held. If the employee is then displaced from the lateral classification(s), the employee has the right to bump into the next lower classification(s) previously held.
- 23.5.5 **District Seniority**: The length of service from the last continuous date of hire with the District.
- 23.5.6 **Length of Service**: ~~For service commencing or continuing after July 1, 1971,~~ ~~m~~Means all hours in paid status as a unit employee during the school year, a holiday, a recess, or during any period that school is in session or closed but does not include any hours compensated for in a provisional, substitute, or temporary (limited-service) position.
- 23.5.7 **Re-employment List**: A list of names of persons who have been laid off from permanent positions by reason of lack of work, or abolishment or reclassification of position, or other reason specified in the Board Policy, and who are eligible for

re-employment without examination in their former class, arranged in order of their rights to re-employment.

23.6 Comprehensive Effects of Layoff

Article 23 constitutes a comprehensive layoff article. The District will meet with CSEA thirty (30) days prior to **implementation to discuss mutually agreeable alternatives to layoffs and the layoff taking effect to discuss the order of layoff and transfer or reassignment of employees in the affected classifications. Refer to Article 14.15.b.**

This agreement is subject to ratification by the CSEA and its Rancho Santiago Community College District Chapter 579 membership, CSEA Policy 610 requirements, and approval by the Rancho Santiago Community College District's Board of Trustees.

CSEA

DISTRICT



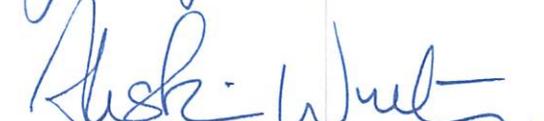
Sheryl Martini, Chapter President



Judy Chitlik, Vice Chancellor, Human Resources



Sean Small, Negotiations Team Member



Alistair Winter, Asst.-Vice Chancellor, Human Resources



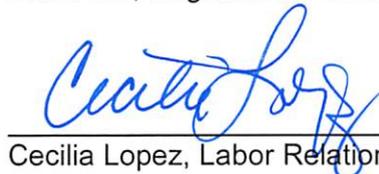
Zina Edwards, Negotiations Team Member



Sylvia Gordon, Negotiations Team Member



Diane Hill, Negotiations Team Member



Cecilia Lopez, Labor Relations Representative

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES

To:	Board of Trustees	Date:	March 12, 2018
Re:	Presentation of the Continuing Education Faculty Association (CEFA) Initial Bargaining Proposal to the Rancho Santiago Community College District		
Action:	Receipt of Bargaining Proposal and Approval of Scheduling of Public Hearing		

BACKGROUND

Pursuant to Government Code Section 3547(a) the Continuing Education Faculty Association's initial bargaining proposal to the Rancho Santiago Community College District is presented for information. The Government Code also requires that the Board of Trustees conduct a public hearing on this proposal at its next regularly scheduled meeting.

ANALYSIS

Contract negotiations cannot begin until after the Board of Trustees conducts a public hearing on this proposal at its March 26, 2018 meeting.

RECOMMENDATION

It is recommended that the Board of Trustees receive this bargaining proposal and schedule a public hearing for March 26, 2018.

Fiscal Impact: None	Board Date: March 12, 2018
Prepared by: Judyanne Chitlik, Vice Chancellor, Human Resources	
Submitted by: Judyanne Chitlik, Vice Chancellor, Human Resources	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

CEFA Initial Proposal February 2018

CEFA proposes the following items for Negotiations for a successor agreement between the parties for Public Notice, pursuant to Government Code 3547:

Article 6: Evaluation

- Specify times and dates for evaluation visitations

Article 7: Leaves

- Addition of language regarding Parental Leave pursuant to Education Code 87780.1.
- Clarification of extended absence leave
- Expansion of compelling personal necessity leave

Article 9: Association Rights

- Access to unit members and information per AB 119

Article 11: Wages and Hours

- Increase all schedules by an amount commensurate with the District's ability to pay
- Increase all schedules to compensate for additional education and experience of unit members
- Compensation for cancellation of classes
- Stipend for individual purchase of health benefits

Article 12: Assignments

- Amend language to honor length of service to the district

New Article: Inmate Education Programs

- Develop language to clarify the working conditions for unit members working in the local jails

Addition and clarification of language throughout the Agreement for unit members employed in Counseling

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES

To: Board of Trustees	Date: March 12, 2018
Re: Approval of RSCCD Equal Employment Opportunity and Human Resources Plan	
Action: Request for Action	

BACKGROUND

Title 5 Section 53003 required community college districts to develop an Equal Employment Opportunity (EEO) Plan and submit that plan to the state Chancellor's Office.

ANALYSIS

The context for the EEO plan is largely based upon regulatory compliance. In an effort to develop a planning document that fulfills those requirements but also provides planning data for the colleges and district office, an expanded EEO and Human Resources Plan was developed by the district Human Resources Committee. This plan was reviewed by the District Council and is being recommended to the Board of Trustees for approval.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Equal Employment Opportunity and Human Resources Plan and authorize its transmission to the state Chancellor's Office.

Fiscal Impact: None	Board Date: March 12, 2018
Prepared by: Judyanne Chitlik, Vice Chancellor, Human Resources	
Submitted by: Judyanne Chitlik, Vice Chancellor, Human Resources	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

RSCCD

**EQUAL EMPLOYMENT OPPORTUNITY
AND
HUMAN RESOURCES PLAN**

Approved by District Council

March 5, 2018

Equal Employment Opportunity and Human Resources Plan

Adopted _____

Regulatory Framework for the Plan

Section 53003(a) of Title 5 of the California Code of Regulations, requires the governing board of each community college District to develop and adopt a District-wide written equal employment opportunity plan to implement its equal employment opportunity program. Such plans and revisions must be submitted to the Chancellor's Office for review and approval. Section 53003(b) requires districts to review their plans at least every three years and, if necessary, revise and submit them to the Chancellor's Office.

In addition to the Title 5 requirements, there are a number of standards and requirements (accreditation standards, board policies, administrative regulations) which influence and shape the manner in which the District manages its human resources. This plan has been designed to move beyond the basic compliance elements dictated by Title 5 and provide a comprehensive planning document which will be a viable planning tool for the District and its colleges.

Relevant Policies

Two Board Policies primarily reflect the District's commitment to equal employment opportunity and the continued development of a diverse workforce. A third policy prescribes the framework for the District's recruitment and selection processes. The administrative regulations associated with that policy delineate the procedures that are followed for various employee groups.

Those policies are presented below.

BP 3420 Equal Employment Opportunity

References:

Title VII of the Civil Rights Act of 1964; Article I, Section 31 of the California Constitution; Title 5 of the California Code of Regulations, Section 53000 et seq.; Education Code Section 87100

The Board supports efforts to ensure equal opportunity and sees the value of having a diverse work force. Diversity in the academic environment fosters cultural, social and civic awareness as well as mutual understanding and respect. The Board commits itself to the principle of equal employment through a continuing equal opportunity employment program.

The District prohibits discrimination and harassment based on ethnic group identification, national origin, religion, age, sex, race, color, ancestry, sexual orientation, physical or mental disability, gender identity, medical condition (cancer-related or genetic characteristics), marital status, citizenship, or service in the uniformed services, or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics. This Board policy applies to all employment practices, including recruitment, selection, promotion, transfer, salary, training and development, discipline and dismissal.

This Board policy prohibits retaliation against any employee or person seeking employment for bringing a complaint of discrimination or harassment pursuant to this policy. This Board policy also prohibits retaliation against a person who assists someone with a complaint of discrimination or harassment, or participates in an investigation or resolution of a complaint of discrimination or harassment.

The Chancellor shall develop, for review and adoption by the Board, a plan for equal employment opportunity that complies with California law as from time to time modified or clarified by judicial interpretation.

Nothing in this Board policy shall authorize in any plan for equal employment opportunity the setting of numerical goals or quotas, or preferences, in conflict with state law.

Revised: August 19, 2013 (Previously BP4104)

BP 7100 Commitment to Diversity

Reference:

Education Code Sections 87100 et seq.; Title 5 Sections 53000 et seq. Accreditation Standard IIIA.4

The District is committed to employing qualified administrators, faculty, and staff members who are dedicated to student success. The Board recognizes that diversity in the academic environment fosters cultural awareness, promotes mutual understanding and respect, and provides suitable role models for all students. The Board is committed to hiring and staff development processes that support the goals of equal opportunity and diversity, and provide equal consideration for all qualified candidates.

Nothing in this Board Policy shall authorize hiring and staff development processes that set numerical goals or quotas, or preferences, in conflict with state law.

Adopted October 28, 2013

BP 7120 Recruitment and Hiring

Reference:

Title VII of the Civil Rights Act of 1964; Article 1, Section 31 of the California Constitution, Title 5 of the California Code of Regulations, Section 53000 et seq., 51023.5 Education Code Sections 70901.2, 70902(b)(7) & (d), 87100 et seq. and 87458; ACCJC Accreditation Standard III.1.A

It is the responsibility of the Chancellor to determine the personnel needs of the District. The Chancellor shall establish procedures for the recruitment and selection of employees including, but not limited to, the following criteria.

It is the policy of the Rancho Santiago Community College District to obtain the best qualified administrators, faculty, and staff members who are dedicated to student success. The Board of Trustees supports a competitive selection process for filling vacant positions.

It shall be the duty of the Chancellor to see that persons nominated for employment meet all qualifications established by law and/or the Board of Trustees for the position for which nomination is made.

Academic employees shall possess the minimum qualifications prescribed for their positions by the Board of Governors.

The criteria and procedures for hiring academic employees shall be established and implemented in accordance with board policies and procedures regarding the Academic Senate's role in local decision-making.

The criteria and procedures for hiring classified employees shall be established after first affording the appropriate constituent groups an opportunity to participate in the decisions under the Board's policies regarding local decision making.

The Chancellor will recommend the appointment of all employees to the Board of Trustees. Employees may be appointed by the Chancellor or delegated agent subject to ratification at the next regular meeting of the Board of Trustees.

The authority to assign and/or transfer personnel within the District is delegated to the Chancellor except as such power may be limited by law, District policies, procedures, and collective bargaining agreements.

Revised October 28, 2013 (Previously BP4102)

References Updated: March 16, 2015; November 7, 2016

The specific procedures governing the district's recruitment and selection process are contained in following Administrative Regulations and are incorporated into this plan by reference:

- AR 7120.1 Full-time Faculty Recruitment and Hiring
- AR 7120.2 Classified Hiring Procedures (Full-Time and Part-time)
- AR 7120.3 Management Recruitment and Selection

Delegation of Responsibility

The Chancellor is ultimately responsible to the Board of Trustees for ensuring compliance with all District policies and relevant laws and regulations. The following employees are specifically responsible for the implementation and management of the District’s EEO Plan:

<u>Employee</u>	<u>Title</u>	<u>Responsibilities</u>
Judy Chitlik	Vice Chancellor, Human Resources	Equal Employment Opportunity Officer; Receipt and Investigation of Complaints
Alistair Winter	Assistant Vice Chancellor, Human Resources	Day-to-day implementation of the EEO Plan
Elouise Marasigan	Employment Services Manager	Recruitment and Hiring Procedures

The Human Resources Committee (EEO Advisory Committee)

The District’s Human Resources Committee is the participatory governance committee charged with the planning, evaluation and assessment of issues related to human resources. As such, this committee serves an evaluative and advisory role to the administration and the board of trustees with regard to human resources issues including but not limited to the operation of the EEO Plan. As one of the District’s standing participatory governance committees, the Human Resources Committee shall function as the District’s Equal Employment Opportunity Advisory Committee. The committee shall assist in the implementation of this plan in conformance with state and federal regulations and guidelines, monitor equal employment opportunity progress, and provide recommendations for plan revisions as appropriate.

Complaints

Complaints Alleging Violation of the Equal Employment Opportunity Regulations (Section 53026).

The District's Equal Employment Opportunity Policy is contained in Board Policy 3420. The District has established the following process permitting any person to file a complaint alleging that the requirements of the equal employment opportunity regulations (California Code of Regulations, title 5, section 53000 et seq.) have been violated. Any person who believes that the equal employment opportunity regulations have been violated may file a written complaint describing in detail the alleged violation. All complaints shall be signed and dated by the complainant and shall contain, to the best of the complainant's ability, the names of the individuals involved, the date(s) of the event(s) at issue, and a detailed description of the actions constituting the alleged violation. Complaints involving current hiring processes must be filed as soon as possible after the occurrence of an alleged violation and not later than sixty (60) days after such occurrence unless the complainant can verify a compelling reason for the District to waive the sixty (60) day limitation. Complaints alleging violations of the *Plan* that do not involve current hiring processes must be filed as soon as possible after the occurrence of an alleged violation and not later than ninety (90) days after such occurrence unless the violation is ongoing. A complainant may not appeal the District's determination pursuant to section 53026 to the Chancellor's Office, but under some circumstances, violations of the equal opportunity regulations in title 5 may constitute a violation of a minimum condition for receipt of state aid. In such a case, a complaint can be filed with the Chancellor's Office, but the complainant will be required to demonstrate that he/she made previous reasonable, but unsuccessful, efforts to resolve the alleged violation at the college and/or district level using the process provided by section 53026. (See *California Community Colleges Chancellor's Office Guidelines for Minimum Conditions Complaints* at:

<http://www.cccco.edu/divisions/legal/guidelines/Guidelines%20for%20Minimum%20Conditions%20Complaints.htm>.

The District may return without action any complaints that are inadequate because they do not state a clear violation of the EEO regulations. All returned complaints must include a District statement of the reason for returning the complaint without action.

The complaint shall be filed with the equal employment opportunity officer. If the complaint involves the equal employment opportunity officer, the complaint may be filed with the chief executive officer. To the extent practicable, a written determination on all accepted written complaints will be issued to the complainant within ninety (90) days of the filing of the complaint. The equal employment opportunity officer will forward copies of all written complaints to the Chancellor's Office upon receipt.

In the event that a complaint filed under section 53026 alleges unlawful discrimination, it will be processed according to the requirements of section 59300 et seq.

Complaints Alleging Unlawful Discrimination or Harassment (Section 59300 et seq.)

The District's Nondiscrimination Policy is contained in Board Policy 3410. Complaints of illegal discrimination and harassment must be filed with the Vice Chancellor of Human Resources and will be processed in accordance with Administrative Regulation 3435.

BP 3410 Nondiscrimination

References:

Education Code Sections 66250 et seq., 72010 et seq., and 87100 et seq.; Title 5 Sections 53000 et seq. and 59300 et seq.; Penal Code Section 422.55; Government Code Sections 12926.1 and 12940 et seq.; Title 2 Sections 10500 et seq.

ACCJC Accreditation Eligibility Requirement 20 and ACCJC Accreditation Standard Catalog Requirements (formerly Accreditation Standard II.B.2.c)

The District is committed to equal opportunity in educational programs, employment, and all access to institutional programs and activities.

The District, and each individual who represents the District, shall provide access to its services, classes, and programs without regard to national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, medical condition, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, pregnancy, or military and veteran status, or because he or she is perceived to have one or more of the foregoing characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics.

The Chancellor shall establish administrative procedures that ensure all members of the college community can present complaints regarding alleged violations of this policy and have their complaints heard in accordance with the Title 5 regulations and those of other agencies that administer state and federal laws regarding nondiscrimination.

No District funds shall ever be used for membership, or for any participation involving financial payment or contribution on behalf of the District or any individual employed by or associated with it, to any private organization whose membership practices are discriminatory on the basis of national origin, religion, age, gender, gender identity, gender expression, race, color, medical condition, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, pregnancy, or military and veteran status, or because he or she is perceived to have one or more of the foregoing characteristics, or because of his or her association with a person or group with one or more of these actual or perceived characteristics.

Revised July 21, 2014 (Previously BP4119 and BP7300)

References Updated: March 16, 2015; November 7, 2016

AR 3410 Nondiscrimination

Nondiscrimination References for Education Programs:

Education Code Sections 66250 et seq., 200 et seq., and 72010 et seq.; Penal Code Sections 422.55 et seq.; Title 5 Sections 59300 et seq.; AACJC Accreditation Eligibility Requirement 20 and AACJC Accreditation Standard Catalog Requirements (formerly II.B.2.c)

Education Programs

The District shall provide access to its services, classes and programs without regard to, national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, medical condition, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, pregnancy, or because he/she is perceived to have one or more of the foregoing characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics.

All courses, including noncredit classes, shall be conducted without regard to the gender of the student enrolled in the classes. As defined in the Penal Code, “gender” means sex, and includes a person’s gender identity and gender expression. “Gender expression” mean’s a person’s gender-related appearance and behavior whether or not stereotypically associated with the person’s assigned sex at birth.

The District shall not prohibit any student from enrolling in any class or course on the basis of gender.

Academic staff, including but not limited to counselors, instructors and administrators shall not offer program guidance to students which differs on the basis of gender.

Insofar as practicable, the District shall offer opportunities for participation in athletics equally to male and female students.

Nondiscrimination References for Employment:

Education Code Sections 87100 et seq.; Title 5 Sections 53000 et seq.; Government Code Sections 11135 et seq. and 12940 et seq.; Title 2 Sections 10500 et seq.

Employment

The District shall provide equal employment opportunities to all applicants and employees regardless of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

All employment decisions, including but not limited to hiring, retention, assignment, transfer, evaluation, dismissal, compensation, and advancement for all position classifications shall be based on job-related criteria as well as be responsive to the District's needs.

The District shall from time to time as necessary provide professional and staff development activities and training to promote understanding of diversity.

It is unlawful to discriminate against a person who serves in an unpaid internship or any other limited-duration program to provide unpaid work experience in the selection, termination, training, or other terms and treatment of that person on the basis of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

Approved: September 15, 2014

References Updated: March 16, 2015; November 7, 2016

AR 3430 Prohibition of Harassment

References:

Education Code Sections 212.5; 44100; 66281.5;

Government Code Section 12940;

Title 2 Sections 10500 et seq.;

Title IX, Education Amendments of 1972; Title 5, Sections 59320 et seq.;

Title VII of the Civil Rights Act of 1964, 42 U.S.C.A. Section 2000e

The District is committed to providing an academic and work environment free of unlawful harassment. This procedure defines sexual harassment and other forms of harassment on campus, and sets forth a procedure for the investigation and resolution of complaints of harassment by or against any staff or faculty member or student within the District.

This procedure and the related policy protects students, employees in connection with all the academic, educational, extracurricular, athletic, and other programs of the District, whether those programs take place in the District's facilities, a District vehicle, or at a class or training program sponsored by the District at another location.

Definitions

General Harassment: *Harassment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation of any person, or the perception that a person has one or more of these characteristics is illegal and violates District policy. Harassment shall be found where, in aggregate, the incidents are sufficiently*

pervasive, persistent, or severe that a reasonable person with the same characteristics as the victim of the harassing conduct would be adversely affected to a degree that interferes with his or her ability to participate in or to realize the intended benefits of an institutional activity, employment, or resource.

Gender-based harassment does not necessarily involve conduct that is sexual. Any hostile or offensive conduct based on gender can constitute prohibited harassment if it meets the definition above. For example, repeated derisive comments about a person's competency to do the job, when based on that person's gender, could constitute gender-based harassment. Harassment comes in many forms, including but not limited to the following conduct that could, depending on the circumstances, meet the definition above, or could contribute to a set of circumstances that meets the definition:

Verbal: *Inappropriate or offensive remarks, slurs, jokes or innuendoes based on a person's race gender, sexual orientation, or other protected status. This may include, but is not limited to, inappropriate comments regarding an individual's body, physical appearance, attire, sexual prowess, marital status or sexual orientation; unwelcome flirting or propositions; demands for sexual favors; verbal abuse, threats or intimidation; or sexist, patronizing or ridiculing statements that convey derogatory attitudes based on gender, race nationality, sexual orientation or other protected status.*

Physical: *Inappropriate or offensive touching, assault, or physical interference with free movement. This may include, but is not limited to, kissing, patting, lingering or intimate touches, grabbing, pinching, leering, staring, unnecessarily brushing against or blocking another person, whistling or sexual gestures. It also includes any physical assault or intimidation directed at an individual due to that person's gender, race, national origin, sexual orientation or other protected status. Physical sexual harassment includes acts of sexual violence, such as rape, sexual assault, sexual battery, and sexual coercion. Sexual violence refers to physical sexual acts perpetrated against a person's will or where a person is incapable of giving consent due to the victim's use of drugs or alcohol. An individual also may be unable to give consent due to an intellectual or other disability.*

Visual or Written: *The display or circulation of visual or written material that degrades an individual or group based on gender, race, nationality, sexual orientation, or other protected status. This may include, but is not limited to, posters, cartoons, drawings, graffiti, reading materials, computer graphics or electronic media transmissions.*

Environmental: *A hostile academic or work environment exists where it is permeated by sexual innuendo; insults or abusive comments directed at an individual or group based on gender, race, nationality, sexual orientation or other protected status; or gratuitous comments regarding gender, race, sexual orientation, or other protected status that are not relevant to the subject matter of the class or activities on the job. A hostile environment can arise from an unwarranted focus on sexual topics or sexually suggestive statements in the classroom or work environment. It can also be created by an unwarranted focus on, or stereotyping of, particular racial or ethnic groups, sexual orientations, genders or other protected statuses. An environment may also be hostile toward anyone who merely witnesses unlawful harassment in his/her immediate surroundings, although the conduct is directed at others. The determination of whether an environment is hostile is based on the totality of the circumstances, including such factors as the frequency of the conduct, the severity of the conduct, whether the conduct is humiliating or*

physically threatening, and whether the conduct unreasonably interferes with an individual's learning or work.

Sexual Harassment: *In addition to the above, sexual harassment consists of unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature made by someone from, or in, the work or educational setting when:*

- *submission to the conduct is explicitly or implicitly made a term or condition of an individual's employment, academic status, progress;*
- *submission to, or rejection of, the conduct by the individual is used as a basis of employment or academic decisions affecting the individual;*
- *the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile or offensive work or educational environment (as more fully described below); or*
- *submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the community college.*

This definition encompasses two kinds of sexual harassment:

"Quid pro quo" *sexual harassment occurs when a person in a position of authority makes educational or employment benefits conditional upon an individual's willingness to engage in or tolerate unwanted sexual conduct.*

"Hostile environment" *sexual harassment occurs when unwelcome conduct based on a person's gender is sufficiently severe or pervasive so as to alter the conditions of an individual's learning or work environment, unreasonably interfere with an individual's academic or work performance, or create an intimidating, hostile, or abusive learning or work environment. The victim must subjectively perceive the environment as hostile, and the harassment must be such that a reasonable person of the same gender would perceive the environment as hostile. A single or isolated incident of sexual harassment may be sufficient to create a hostile environment if it is severe, i.e. a sexual assault.*

Sexually harassing conduct can occur between people of the same or different genders. The standard for determining whether conduct constitutes sexual harassment is whether a reasonable person of the same gender as the victim would perceive the conduct as harassment based on sex.

Consensual Relationships

Romantic or sexual relationships between supervisors and employees, or between administrators, faculty, or staff members and students are discouraged. There is an inherent imbalance of power and potential for exploitation in such relationships. A conflict of interest may arise if the administrator, faculty or staff member must evaluate the student's or employee's work or make decisions affecting the employee or student. The relationship may create an appearance of impropriety and lead to charges of favoritism by other students or employees. A consensual sexual relationship may change, with the result that sexual conduct that was once welcome becomes unwelcome and harassing. In the event that such relationships do occur, the District has the authority to transfer any involved employee to eliminate or attenuate the supervisory authority of one over the other, or of a teacher over a student. Such action by the District is a proactive and preventive measure to avoid possible charges of harassment and does not constitute discipline against any affected employee.

Revised: September 21, 2015

References Updated: November 7, 2016

AR 3435 Discrimination and Harassment Investigations

References:

Education Code Sections 212.5, 66281.5, and 67386; Government Code Section 12950.1; Title 5 Sections 59320, 59324, 59326, 59328, and 59300 et seq.; Title 2 Sections 11023 and 11024; 34 Code of Federal Regulations Section 106.8(b)

The law prohibits students, employees, (including but not limited to instructors, supervisors and managers) and third parties from engaging in harassment, discrimination, or retaliation. Any person (e.g., an employee or non-employee of the District) who has suffered harassment, discrimination, or retaliation may file a formal or informal complaint of harassment, discrimination, or retaliation.

Informal Complaints

An informal complaint is: (1) A written or unwritten allegation of harassment, discrimination, or retaliation with a request to engage in the informal process; or (2) a written allegation of harassment, discrimination, or retaliation that falls outside the timelines for a formal complaint.

Any person may submit an informal complaint to the Vice Chancellor of Human Resources or any other District or college administrator. Administrators receiving an informal complaint shall immediately notify the Vice Chancellor of Human Resources (or designee) in writing of all pertinent information and facts alleged in the informal complaint.

Upon receipt of an informal complaint, the Vice Chancellor of Human Resources will notify the person bringing the informal complaint of his/her right to file a formal complaint, and explain the procedure for doing so. The complainant may later decide to file a formal complaint. If the individual chooses not to file a formal complaint, or if the alleged conduct falls outside the timeline to file a formal complaint, the Vice Chancellor of Human Resources shall consider the allegations contained in the informal complaint and determine the appropriate course of action. This may include efforts to informally resolve the matter, or a fact-finding investigation.

Investigation of an informal complaint will be appropriate if the Vice Chancellor of Human Resources determines that the allegation(s), if proven true, would constitute a violation of the District policy prohibiting harassment, discrimination, or retaliation. The Vice Chancellor of Human Resources will explain to any individual bringing an informal complaint that the Vice Chancellor of Human Resources may decide to initiate an investigation, even if the individual does not wish the Vice Chancellor of Human Resources to do so. However, the complaint's

confidentiality will be preserved to the maximum extent possible. The Vice Chancellor of Human Resources shall not disregard any allegations of harassment, discrimination, or retaliation solely on the basis that the alleged conduct falls outside the deadline to file a formal complaint.

Formal Complaints

A formal complaint is a written and signed statement filed with the District or the State Chancellor's office that alleges harassment, discrimination, or retaliation in violation of the District's Board Policies, Administrative Procedures or in violation of state or federal law.

A Formal Complaint must meet each of the following criteria:

- *It must allege facts with enough specificity to show that the allegations, if true, would constitute a violation of District policies or procedures prohibiting discrimination, harassment, or retaliation;*
- *The complainant must sign and date the Formal Complaint;*
- *The complainant must file any Formal Complaint not involving employment within one year of the date of the alleged discriminatory, harassing, or retaliatory conduct or within one year of the date on which the complainant knew or should have known of the facts underlying the allegation(s) of discrimination, harassment, or retaliation.*
- *The complainant must file any Formal Complaint alleging discrimination, harassment, or retaliation in employment within 180 days of the date of the alleged discriminatory, harassing, or retaliatory conduct, except that this period shall be extended by no more than 90 days following the expiration of the 180 days if the complainant first obtained knowledge of the facts of the alleged violation after the expiration of the 180 days.*

If the Formal Complaint does not meet the requirements set forth above, the Vice Chancellor of Human Resources will promptly return it to the complainant and specify the defect. If the sole defect is that the Formal Complaint was filed outside the applicable proscribed timeline, the Vice Chancellor of Human Resources will handle the matter as an informal complaint.

Where to File a Formal Complaint: *The completed Formal Complaint form must be filed with any of the following:*

- *The Vice Chancellor of Human Resources, 2323 N Broadway, Santa Ana, CA 92706, and/or*
- *The California Community College Chancellor's Office, 1102 Q Street, Sacramento, CA 95811.*

Student complainants shall be notified that they may file a discrimination complaint with the U.S. Department of Education, Office for Civil Rights (OCR), 50 United Nations Plaza, [Room 1490](#), [Mail Box 1200](#) San Francisco, CA 94102 (415) 486-5555.

Employee complainants shall be notified that they may file employment discrimination complaints with the U.S. Equal Employment Opportunity Commission (EEOC), Royal Federal Building, 255 East Temple Street, 4th Floor Los Angeles, CA 90012 or the California Department of Fair Employment and Housing (DFEH), 2218 Kausen Drive, Suite 100 Elk Grove, CA 95758.

Complaints filed with the EEOC and/or the DFEH should be forwarded to the California Community College Chancellor's Office by the District.

Any District employee who receives a harassment or discrimination complaint, regardless of whether it is brought by a student or an employee, shall notify the District's Vice Chancellor of Human Resources immediately.

Immediately upon receiving a Formal Complaint, as described above, regardless of whether the complaint is brought by a student or by an employee, the District shall forward a copy of the Formal Complaint to the California Community College Chancellor's Office.

Filing a Timely Complaint: *The District is firmly committed to providing an environment free of discrimination and harassment. The District strongly encourages anyone who believes they are being harassed or discriminated against, to file a complaint. The District also strongly encourages the filing of such complaints as soon as possible after the alleged incident. While all complaints are taken seriously and will be investigated promptly, delay in filing impedes the District's ability to investigate and remediate.*

All supervisors and managers have a mandatory duty to report incidents of harassment and discrimination; the existence of a hostile, offensive or intimidating work environment, and acts of retaliation.

The District will investigate complaints involving acts that occur off campus if they are related to or impact a District program or activity.

Confidentiality: *The District will keep the investigation confidential to the extent possible, but cannot guarantee confidentiality because release of some information on a "need-to-know-basis" may be essential to a thorough investigation. The District shall take reasonable steps to ensure the confidentiality of the investigation and to protect the privacy of all parties to the extent possible without impeding the District's ability to investigate and respond effectively to the complaint.*

Communicating that the Conduct is Unwelcome: *The District further encourages students and staff to let the offending person know immediately and firmly that the conduct or behavior is unwelcome, offensive, in poor taste and/or inappropriate.*

Oversight of Complaint Procedure: *The Vice Chancellor of Human Resources is the "responsible District officer" charged with receiving complaints of discrimination or harassment, and coordinating their investigation. The actual investigation of complaints may be delegated by the Vice Chancellor of Human Resources to other trained, qualified staff, outside persons or organizations under contract with the District. This must occur whenever the Vice Chancellor of Human Resources is named in the complaint or implicated by the allegations in the complaint.*

Who May File a Complaint: Any person (employee or non-employee), individually or as a member of a class or on behalf of others, may file a complaint alleging discrimination or harassment that is prohibited by the District's anti-discrimination and anti-harassment policies and procedures.

Intake and Processing of the Complaint: Upon receiving notification of a harassment or discrimination complaint, the Vice Chancellor of Human Resources or designee shall:

- Upon approval by the parties involved, and when appropriate, undertake efforts to informally resolve the charges, including but not limited to mediation, rearrangement of work/academic schedules; obtaining apologies; providing counseling and/or training, etc.
- Advise the complainant that he/she need not participate in an informal resolution of the complaint, as described above, and has the right to end the informal resolution process at any time. Mediation is not appropriate for resolving incidents involving sexual violence.
- Advise a student complainant that he/she may file a complaint with the Office for Civil Rights of the U.S. Department of Education and employee complainants may file a complaint with the Department of Fair Employment and Housing. All complainants should be advised that they have a right to file a complaint with local law enforcement. The District must investigate even if the complainant files a complaint with local law enforcement. In addition, the District should ensure that complainants are aware of any available resources, such as counseling, health, and mental health services. The Vice Chancellor of Human Resources shall also notify the State Chancellor's Office of the complaint.
- Take interim steps to protect a complainant from coming into contact with an accused individual, especially if the complainant is a victim of sexual violence. The Vice Chancellor of Human Resources should notify the complainant of his or her options to avoid contact with the accused individual and allow students to change academic situations as appropriate. For instance, the District may prohibit the parties from having any contact with one another pending the results of the investigation.

Authorization of an Investigation: The Vice Chancellor of Human Resources or designee shall:

- Authorize the investigation of the complaint, and supervise and/or conduct a thorough, prompt and impartial investigation of the complaint, as set forth below. Where complainants opt for informal resolution, the designated officer will determine whether further investigation is necessary to ensure resolution of the matter and utilize the investigation process outlined below as appropriate. In the case of a formal complaint, the investigation will include interviews with the complainant, the accused, and any other persons who may have relevant knowledge concerning the complaint. This may include victims of similar conduct.
- Review the factual information gathered through the investigation to determine whether the alleged conduct constitutes harassment, or other unlawful discriminatory conduct, giving consideration to all factual information and the totality of the circumstances, including the nature of the verbal, physical, visual or sexual conduct, and the context in which the alleged incidents occurred.

Investigation of the Complaint: *The District shall promptly investigate every complaint of harassment or discrimination. No claim of employee or student harassment or discrimination shall remain unexamined. This includes complaints involving activities that occur off campus and in connection with any academic, educational, extracurricular, athletic, or other program of the District, whether those programs take place at a District facility, in a District vehicle, or at a class, training program or similar event sponsored by the District at another location.*

As set forth above, where the complainant opts for an informal resolution, the Vice Chancellor of Human Resources may limit the scope of the investigation, as appropriate. The District will keep the investigation confidential to the extent possible, but cannot guarantee confidentiality because release of some information on a “need-to-know-basis” is essential to a thorough investigation. When determining whether to maintain confidentiality, the District may weigh the request for confidentiality against the following factors: the seriousness of the alleged harassment; the complainant’s age; whether there have been other harassment complaints about the same individual; and the accused individual’s rights to receive information about the allegations if the information is maintained by the District as an “education record” under the Family Educational Rights and Privacy Act (FERPA), 20 U.S. Code Section 1232g; 34 Code Federal Regulations Part 99.15. The District will inform the complainant if it cannot maintain confidentiality.

Investigation Steps: *The District will fairly and objectively investigate harassment and discrimination complaints. Employees designated to serve, as investigators under this policy shall have adequate training on what constitutes discrimination, including sexual harassment and sexual violence, racial discrimination, disability discrimination and age discrimination and understand how the District’s grievance procedures operate. The investigator may not have any real or perceived conflicts of interest and must be able to investigate the allegations impartially.*

Investigators will use the following steps: interviewing the complainant(s); interviewing the accused individual(s); identifying and interviewing witnesses and evidence identified by each party; identifying and interviewing any other witnesses, if needed; reminding all individuals interviewed of the District’s no-retaliation policy; considering whether any involved person should be removed from the campus pending completion of the investigation; reviewing personnel/academic files of all involved parties; reaching a conclusion as to the allegations and any appropriate disciplinary and remedial action; and seeing that all recommended action is carried out in a timely fashion. When the District evaluates the complaint, it shall do so using a preponderance of the evidence standard. Thus, after considering all the evidence it has gathered, the District will decide whether it is more likely than not that discrimination or harassment has occurred.

Timeline for Completion: *The District will undertake its investigation as promptly and as swiftly as possible. To that end, the investigator shall complete the above steps, and prepare a written report within 90 days of the District receiving the complaint, unless an extension has been granted. The Vice Chancellor of Human Resources will notify all the parties involved of the District’s determination, in writing, within 10 working days of the determination being made.*

Cooperation Encouraged: *All students and employees are expected to cooperate with a District investigation into allegations of harassment or discrimination. Lack of cooperation impedes the ability of the District to investigate thoroughly and respond effectively. However, lack of cooperation by a complainant or witnesses does not relieve the District of its obligation to investigate. The District will conduct an investigation if it is discovered that harassment is, or may be occurring, with or without the cooperation of the alleged victim(s) and regardless of whether a complaint is filed.*

Written Report:

The results of the investigation of a complaint shall be set forth in a written report that will include at least all of the following information:

- *A description of the circumstances giving rise to the Formal Complaint;*
- *A summary of the testimony provided by each witness interviewed by the investigator;*
- *An analysis of relevant evidence collected during the course of the investigation;*
- *A specific finding as to whether there is probable cause to believe that discrimination, harassment, or retaliation occurred with respect to each allegation in the complaint; and*
- *Any other information deemed appropriate by the District.*

Confidentiality of the Process:

Investigations are best conducted within a confidential climate. Therefore, the District does not reveal information about ongoing investigations except as necessary to fulfill its legal obligations. The District will keep the investigation confidential to the extent possible, but it cannot guarantee absolute confidentiality because release of some information on a “need-to-know-basis” may be essential to a thorough investigation and to protect the rights of accused students and employees during the investigation process and any ensuing discipline.

Administrative Determination:

In any case not involving employment discrimination, within 90 days of receiving a formal complaint, the District shall complete its investigation and forward a copy of the investigative report to the State Chancellor, a copy or summary of the report to the complainant, and written notice setting forth all of the following to both the complainant and the Chancellor:

- *The determination of the Vice Chancellor of Human Resources (or designee) as to whether there is probable cause to believe discrimination occurred with respect to each allegation in the complaint;*
- *A description of actions taken, if any, to prevent similar problems from occurring in the future;*
- *The proposed resolution of the complaint; and*
- *The complainant's right to appeal to the district governing board and the Chancellor.*

In any case involving employment discrimination, within 90 days of receiving a complaint, the District shall complete its investigation and forward a copy or summary of the report to the complainant, and written notice setting forth all the following to the complainant:

- *The determination of the Vice Chancellor of Human Resources (or designee) as to whether there is probable cause to believe discrimination occurred with respect to each allegation in the complaint;*
- *A description of actions taken, if any, to prevent similar problems from occurring in the future;*
- *The proposed resolution of the complaint; and*
- *The complainant's right to appeal to the district governing board and to file a complaint with Department of Fair Employment and Housing or the U.S Equal Employment Opportunity Commission.*

Discipline and Corrective Action

If harassment, discrimination and/or retaliation occurred in violation of federal or state law, the policy or procedure, the District shall take disciplinary action against the accused and any other remedial action it determines to be appropriate. The action will be prompt, effective, and commensurate with the severity of the offense. Remedies might include, but are not limited to:

- *providing an escort to ensure that the complainant can move safely between classes and activities;*
- *ensuring that the complainant and alleged perpetrator do not attend the same classes or work in the same work area;*
- *preventing offending third parties from entering campus;*
- *providing counseling services;*
- *providing medical services;*
- *providing academic support services, such as tutoring;*
- *arranging for a student-complainant to re-take a course or withdraw from a class without penalty, including ensuring that any changes do not adversely affect the complainant's academic record; and*
- *reviewing any disciplinary actions taken against the complainant to see if there is a causal connection between the harassment and the conduct that lead to the discipline.*
- *conducting, climate surveys, including subsequent evaluation and corrective action, as appropriate*
- *circulating memoranda to students and staff about pertinent District policy; and*
- *other remedies deemed necessary by the District.*

If discipline is imposed, the nature of the discipline will not be communicated to the complainant. However, the District may disclose information about the sanction imposed on an individual who was found to have engaged in harassment when the sanction directly relates to the complainant's contact with the individual; for example, the District may inform the complainant that the harasser must stay away from the complainant.

Disciplinary actions against faculty, staff, and students will conform to all relevant statutes, regulations, personnel policies and procedures, including the provisions of any applicable collective bargaining agreement.

The District shall also take reasonable steps to protect the complainant from further harassment, and/or discrimination, and to protect the complainant and witnesses from retaliation as a result of communicating the complaint and/or assisting in the investigation. The District will ensure that complainants and witnesses know how to report any subsequent problems, and should follow-up with complainants to determine whether any retaliation or new incidents of harassment have occurred. The District shall take reasonable steps to ensure the confidentiality of the investigation and to protect the privacy of all parties to the extent possible without impeding the District's ability to investigate and respond effectively to the complaint.

If the complainant refuses to participate in the investigation, the District should continue to pursue appropriate steps to limit the effects of the alleged harassment and prevent its recurrence.

Appeals

If the District imposes discipline against a student or employee as a result of the findings in its investigation, the student or employee may appeal the decision using the procedure for appealing a disciplinary decision.

If the complainant is not satisfied with the results of the administrative determination, he or she may, within fifteen calendar days of the date of the administrative determination, submit a written appeal to the Board of Trustees. The Board shall review the original complaint, the investigative report, the administrative decision, and the appeal. The Board shall issue a final District decision in the matter within 45 days after receiving the appeal. A copy of the decision rendered by the Board shall be forwarded to the complainant. If the appeal is made to the Board in connection with a formal complaint, the District shall forward a copy of the Board's final decision to the State Chancellor's Office. If the Board does not act within 45 days the administrative determination shall be deemed approved and shall become the final decision of the District in the matter.

In any case not involving workplace discrimination, harassment, or retaliation, a complainant who filed a formal complaint shall have the right to file a written appeal with the State Chancellor's Office within thirty days after the Board issued the final District decision or permitted the administrative decision to become final. Such appeals shall be processed pursuant to the provision of Title 5 Section 59350.

In any case involving employment discrimination, including workplace harassment, the complainant may, at any time before or after the issuance of the final decision of the District, file a complaint with the U.S. Equal Employment Opportunity Commission (EEOC), Royal Federal Building, 255 East Temple Street, 4th Floor Los Angeles, CA 90012 or the California Department of Fair Employment and Housing (DFEH), 2218 Kausen Drive, Suite 100 Elk Grove, CA 95758.

In any case involving student discrimination, including harassment, the complainant may, at any time before or after the issuance of the final decision of the District, file a complaint with the) U.S. Department of Education, Office for Civil Rights (OCR), 50 United Nations Plaza, Room 1490, Mail Box 1200, San Francisco, CA 94102 (415) 486-5555.

Extension of Time

Within 150 days of receiving a formal complaint not involving employment harassment or discrimination, the District shall forward to the State Chancellor's Office the original complaint, the investigative report, a copy of the written notice to the complainant setting forth the results of the investigation, a copy of the final administrative decision rendered by the Board or indicating the date upon which the decision became final, and a copy of the notification to the complainant of his/her appeal rights. If, due to circumstances beyond its control, the District is unable to comply with the 150-day deadline for submission of materials, it may file a written request for an extension of time no later than ten days prior to the expiration of the deadline.

Dissemination of Policy and Procedures

District Policy and Procedures related to harassment will include information that specifically addresses sexual violence. District policy and procedures will be provided to all students, faculty members, members of the administrative staff and members of the support staff, and will be visibly posted on campus and easily found on the District's website.

When hired, employees are required to sign that they have received the policy and procedures, and the signed acknowledgment of receipt is placed in each employee's personnel file. In addition, these policies and procedures are incorporated into the District's course catalogs and orientation materials for new students.

Training:

All new supervisory employees must be provided with anti-discrimination training and education within six months of their assumption of a supervisory position. The District shall provide anti-discrimination training, including sexual harassment training and education, to each supervisory employee once every two years.

The training and education required by this procedure shall include information and practical guidance regarding the federal and state statutory provisions concerning the prohibition against and the prevention and correction of discrimination, including sexual harassment and the remedies available to victims of sexual harassment in employment. The training and education shall also include practical examples aimed at instructing supervisors in the prevention of harassment, discrimination, and retaliation, and shall be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation.

File Retention: *The District will retain on file for a period of at least three years after closing the case copies of:*

- *The original complaint;*
- *The investigatory report;*
- *The summary of the report if one is prepared;*
- *The notice provided to the complainant, of the District's administrative determination and his/her right to appeal;*
- *Any appeal;*
- *The District's final decision; and*
- *Documentation of any corrective actions taken.*

The District will make such documents available to the State Chancellor upon request.

For further Information contact:

Vice Chancellor, Human Resources, 2323 N Broadway, Santa Ana, CA 92706. (714) 480 7489.

Responsible Manager: *Vice-Chancellor of Human Resources*

Revised: *September 19, 2016 (Previously AR 3410)*

Revised: *September 2017*

Notification to District Employees

The commitment of the governing board and the Chancellor to equal employment opportunity is emphasized through the broad dissemination of its Equal Employment Opportunity Policy Statement and this plan. The policy statement will be printed in the college catalogs and class schedules. This plan and any subsequent revisions will be distributed to the Board of Trustees, administrators, the academic senate leadership, union representatives and members of the District Human Resources Committee. This plan will be available on the District's website, and when appropriate, may be distributed by e-mail. The Human Resources Department will provide all new employees with a copy of a written notice describing the District's commitment to Equal Employment Opportunity when they commence employment with the District.

Training for Screening/Selection Committees

Any organization or individual, whether or not an employee of the District, who is involved in the recruitment and screening/selection of personnel must receive appropriate training on the requirements of the title 5 regulations on equal employment opportunity (section 53000 et. seq.); the requirements of federal and state nondiscrimination laws; the requirements of the District's Equal Employment Opportunity Plan; the District's policies on nondiscrimination, recruitment, and hiring; principles of diversity and cultural proficiency; the value of a diverse workforce; and recognizing bias. Persons serving in the above capacities will be required to receive training within the 12 months prior to service. This training is a requirement in order to serve on

screening/selection committees. The Assistant Vice Chancellor is responsible for organizing appropriate training. This comprehensive training should include current anti-discrimination legislation, disregard/understanding personal bias, Title V compliance and best practices. Any individual, whether or not an employee of the District, acting on behalf of the District with regard to recruitment and screening of employees, is subject to the equal employment opportunity requirements of Title 5 and the District's Equal Employment Opportunity Plan.

Annual Written Notice to Community Organizations

The equal employment opportunity officer will provide annual notice to appropriate community-based and professional organizations concerning the District's commitment to Equal Employment Opportunity and will include information on where complete copies of this plan can be located.

Analysis of District Workforce and Applicant Pool

Each year the Human Resources Office will survey all employees with respect to gender, ethnic group identification, and disability. The survey shall identify men, women, American Indians or Alaskan natives, Asians or Pacific Islanders, Blacks/African-Americans, Hispanics/Latinos, Caucasians, and persons with disabilities in the following job categories:

- 1) Executive/Administrative/Managerial;
- 2) Faculty and other Instructional Staff;
- 3) Professional Non-faculty;
- 4) Secretarial/ Clerical;
- 5) Technical and Paraprofessional;
- 6) Skilled Crafts;
- 7) Service and Maintenance.

Similarly, the gender, ethnic group identification, and disability of those who have applied for employment in each of the job categories listed above will be tabulated.

No less than annually, the Human Resources Committee shall review these data and evaluate the effectiveness of the District's recruitment and selection processes as a means of ensuring equal employment opportunity and improving the diversity of the workforce.

Other Measures Necessary to Further Equal Employment Opportunity

The District recognizes that multiple approaches are appropriate to fulfill its mission of ensuring equal employment opportunity and the creation of a diverse workforce. Equal employment opportunity means that all qualified individuals have a full and fair opportunity to compete for hiring and promotion and to enjoy the benefits of employment with the District. Equal employment opportunity should exist at all levels and in all job categories. Ensuring equal employment opportunity also involves creating an environment that fosters cooperation,

acceptance, democracy, and free expression of ideas and is welcoming to men and women, persons with disabilities, and individuals from all ethnic and other groups protected from discrimination. To that end, the District will do the following:

- 1) Regularly train all members of screening committees in order to ensure compliance with District policies, procedures and the requirements of this plan.
- 2) Highlight the District's equal employment opportunity and diversity policies in job announcements and in its recruitment, marketing, and other publications. Include in job announcements language indicating that candidates are required to demonstrate sensitivity to and understanding of the diverse academic, socio-economic, cultural, disability, gender and ethnic characteristics of community college students.
- 3) Support the efforts of the college curriculum committees to include diversity and multiculturalism in their instructional offerings.
- 4) Ensure college/district publications and other marketing tools reflect diversity in pictures, graphics, and text to project an inclusive image.
- 5) Conduct EEO/diversity workshops during flex week or on staff development days.
- 6) Maintain the district's diversity, equal employment opportunity, ADA, sexual harassment and nondiscrimination policies, procedures and programs on the district's website.
- 7) Promote cultural awareness and celebrations on campus.
- 8) Recognize multilingualism and knowledge of multiculturalism as a desired, and when appropriate, required skill and qualification for District employees.
- 9) Ensure that top administrative staff support diversity objectives and that the diversity and/or equal employment opportunity officer position is maintained as a cabinet or other high-level administrative position.
- 10) Collaborate with student, professional, community and other organizations that represent the diverse community we serve. These organizations can serve as resources for referring potential candidates.

Graduate Assumption Program of Loans for Education

The District will encourage community college students to become qualified for, and seek employment as, community college employees. The District shall research and inform students about programs that may assist them to complete their graduate studies and become community college employees. The District will post informational flyers on the campuses concerning such programs, and make information available in student newspapers, the course catalog, and in locations accessible to students, including but not limited to, Counseling, Financial Aid,

Admissions and Records, the Bookstore, and the Student Center. Efforts will be made to inform graduate students in local colleges and universities about the benefits of employment at a community college.

HUMAN RESOURCES & STAFFING PLAN

Introduction

As a public educational agency, the Rancho Santiago Community College District is required to comply with a myriad of statutes, regulations and accreditation standards with regard to its human resources. These regulatory requirements and standards provide the framework for the District's human resources planning.

This human resources plan is designed to assist the District and its operational units to plan for and effectively utilize its human resources.

Relationship to District and College Planning

The RSCCD Human Resources Committee is one of five participatory governance committees that play an integral role in the district's institutional planning process. The Human Resources Committee is the participatory governance body that is responsible for the initial development, review and evaluation of this Human Resources & Staffing Plan. In addition to its role in institutional planning, the Human Resources Committee is also responsible for the initial review of existing, modified, or new personnel policies and administrative regulations.

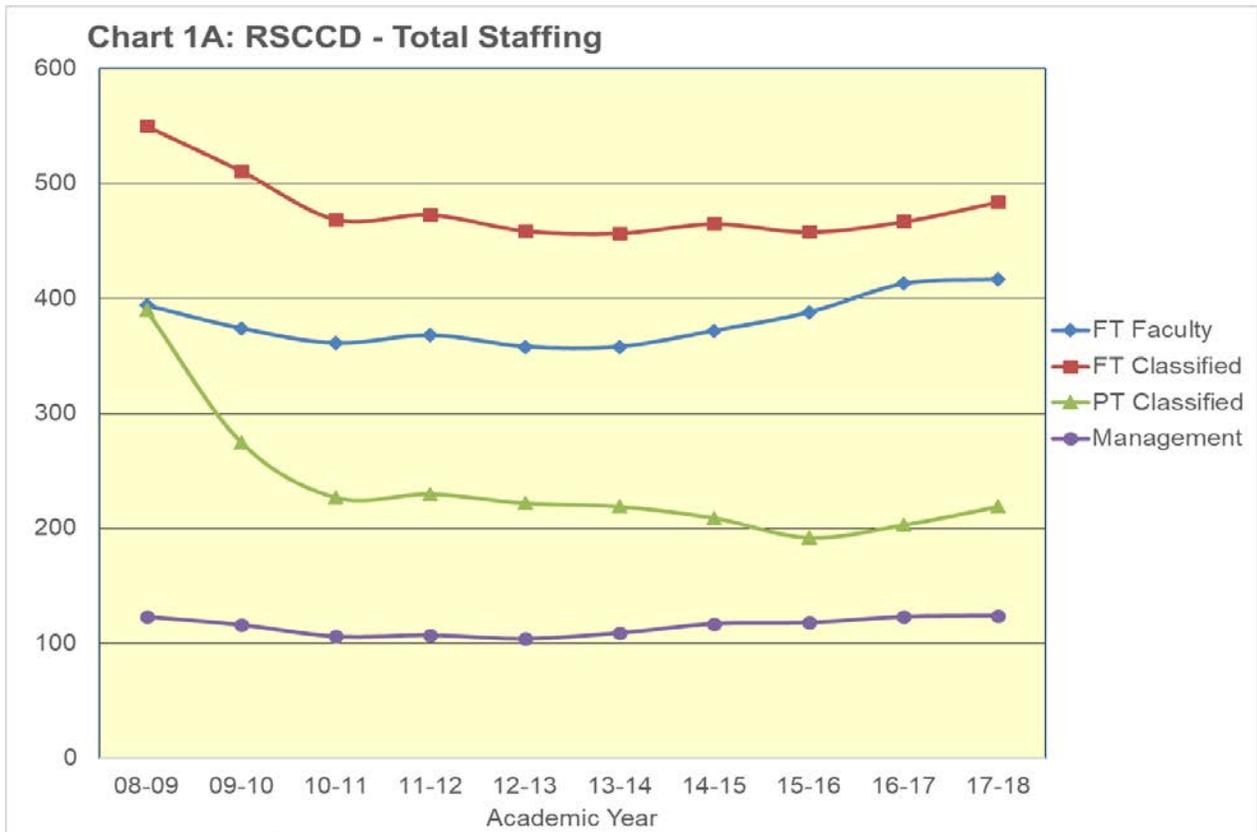
The District's resource allocation model provides the three operational units, Santa Ana College, Santiago Canyon College and District Services with the authority to determine its appropriate staffing levels, assignments and organizational structures. Although the Board of Trustees is the ultimate authority with regard to all human resource matters, significant authority is delegated to the operational units through the Chancellor. Consequently, each of these operational units also utilizes planning processes for its particular human resources and staffing needs.

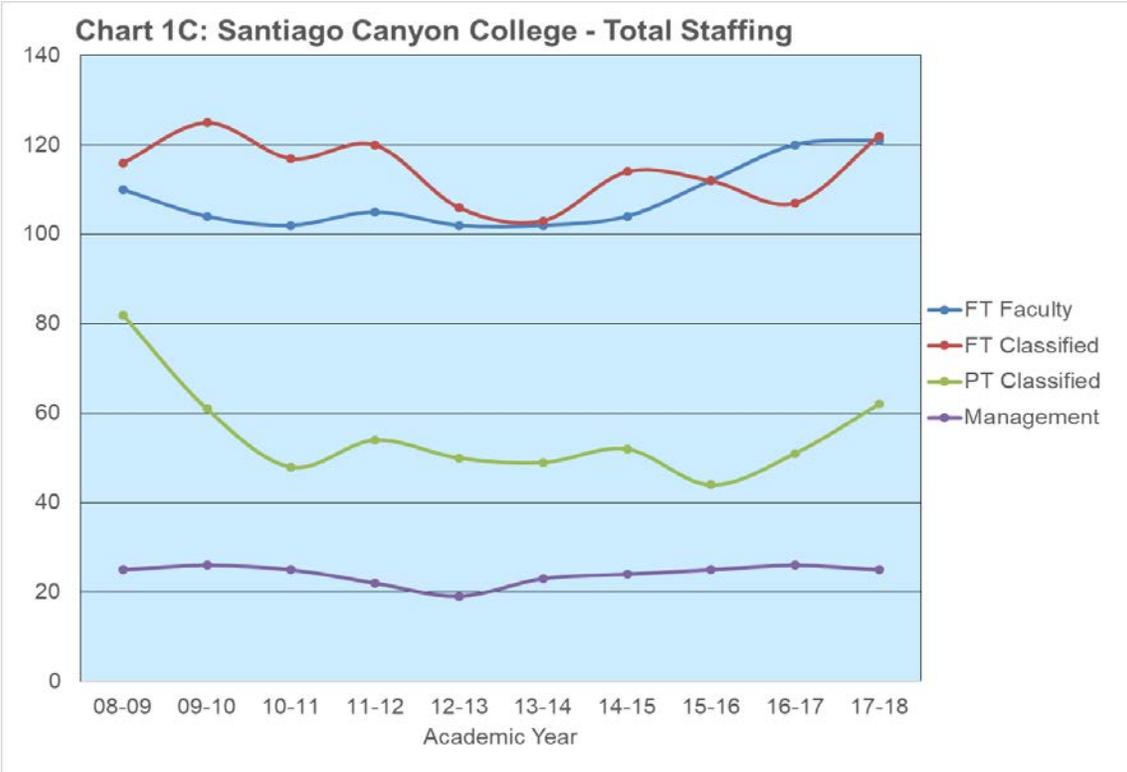
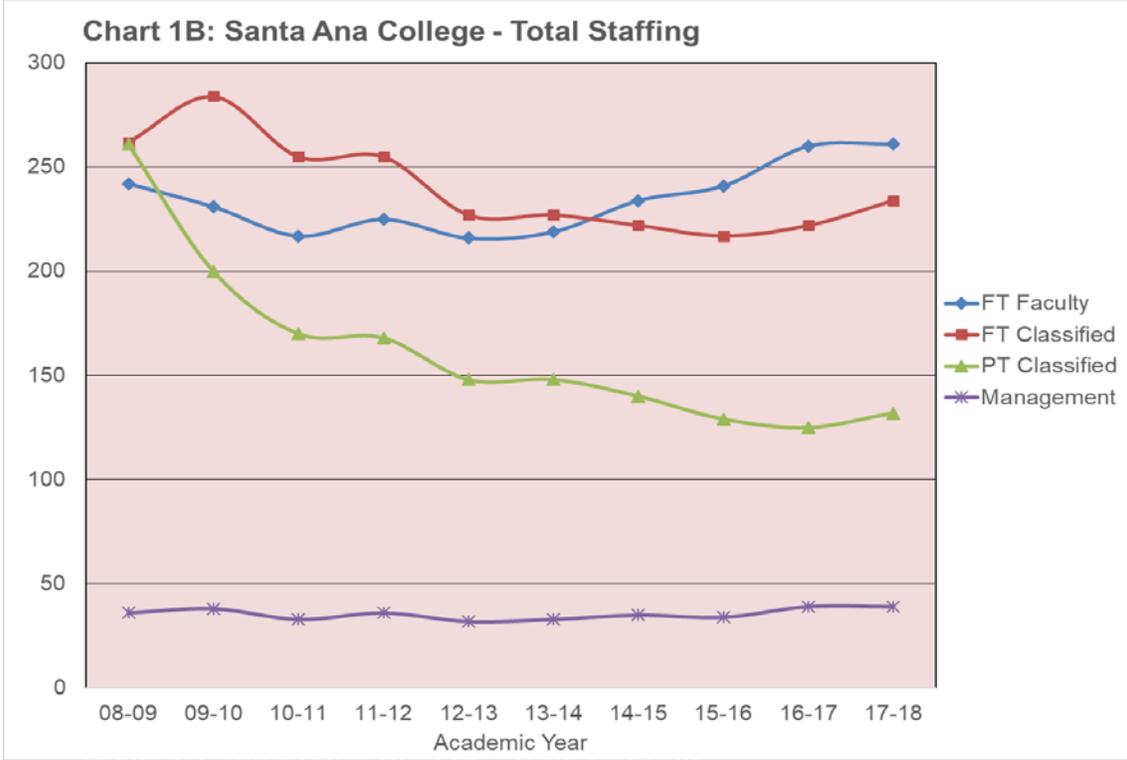
Human resources administration is a centralized responsibility of District Services and operational aspects such as recruitment, classification, labor relations, compensation, and employee benefits are managed centrally based upon the provisions of the applicable collective bargaining agreements and board policy.

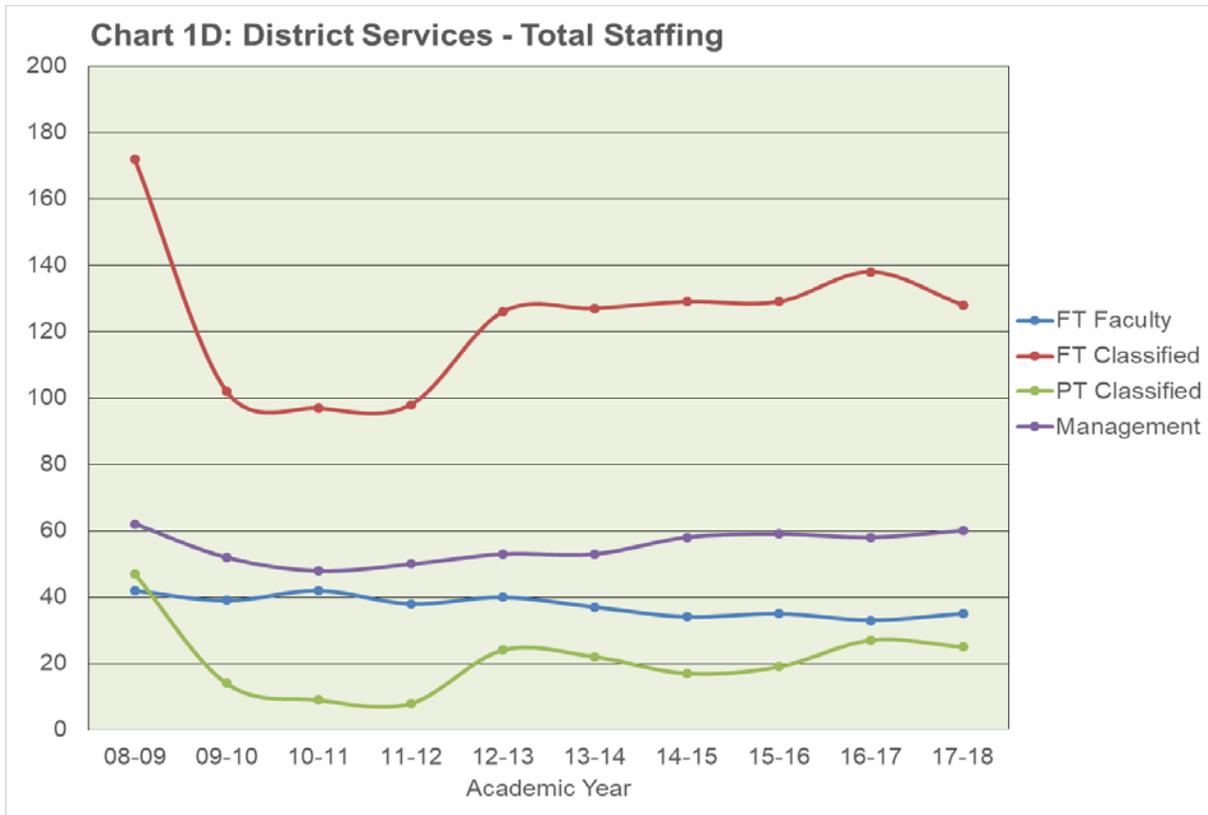
Staffing Levels

The following charts depict the changes in staffing by employee category district-wide and at the operational units. These data are presented from the 2008/09 fiscal year to the present. The Great

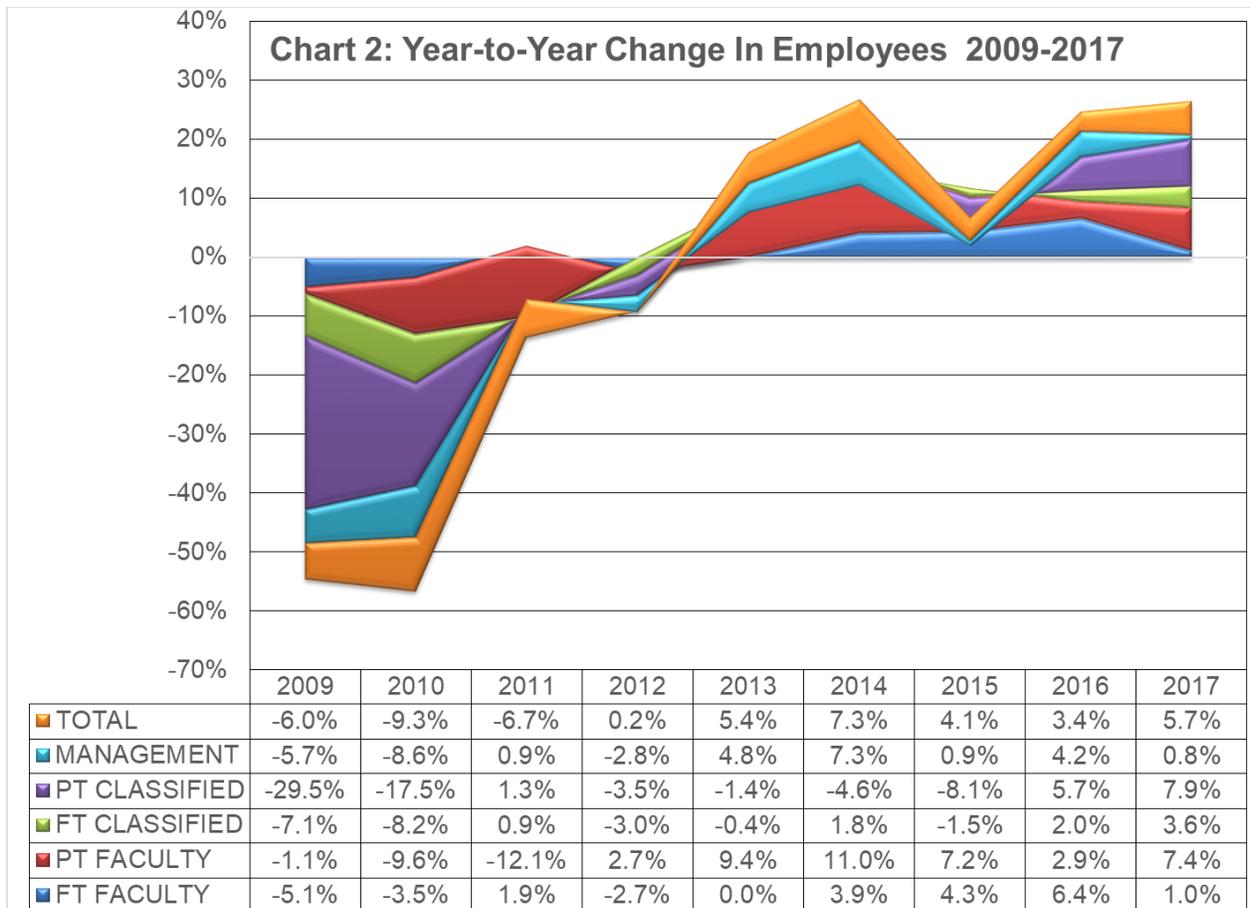
Recession and subsequent state budget crisis had a significant effect on staffing in the District. Through attrition, a hiring freeze and ultimately a reduction in force, the district intentionally reduced staffing at all locations as a cost-reduction strategy. As the economy has recovered and state funding for community colleges improves, staffing levels are increasing but are still below pre-recession levels.







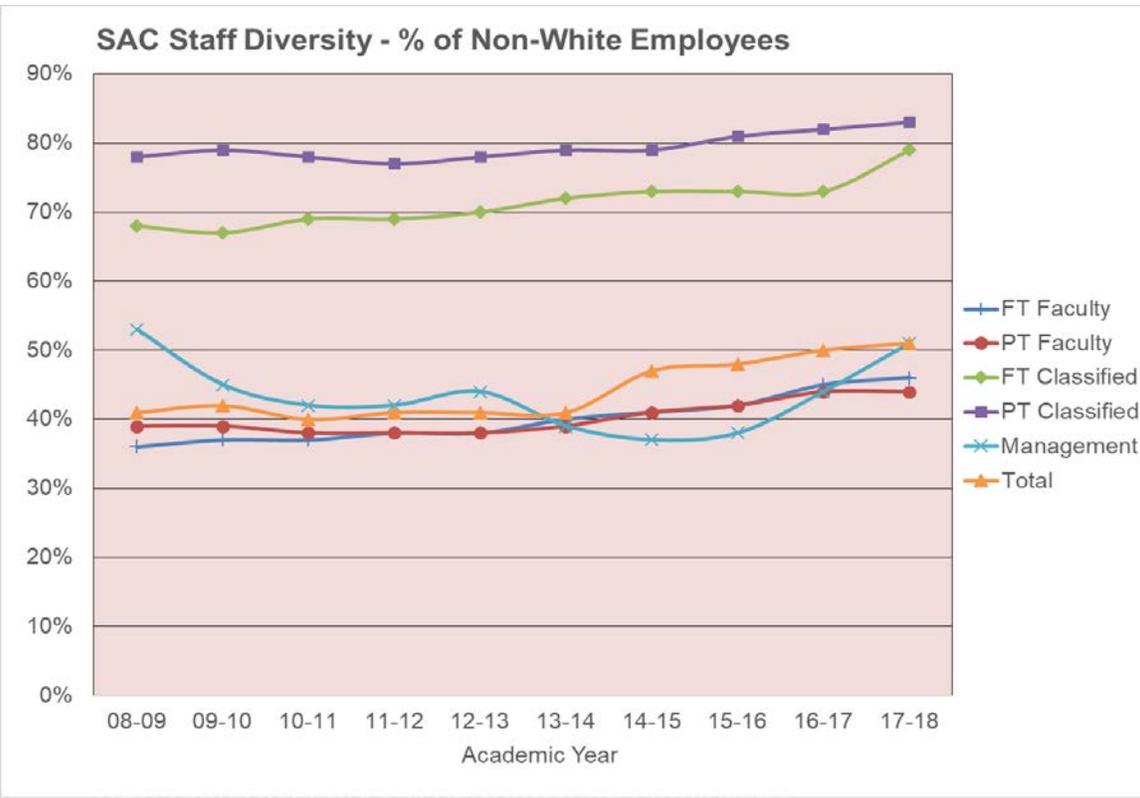
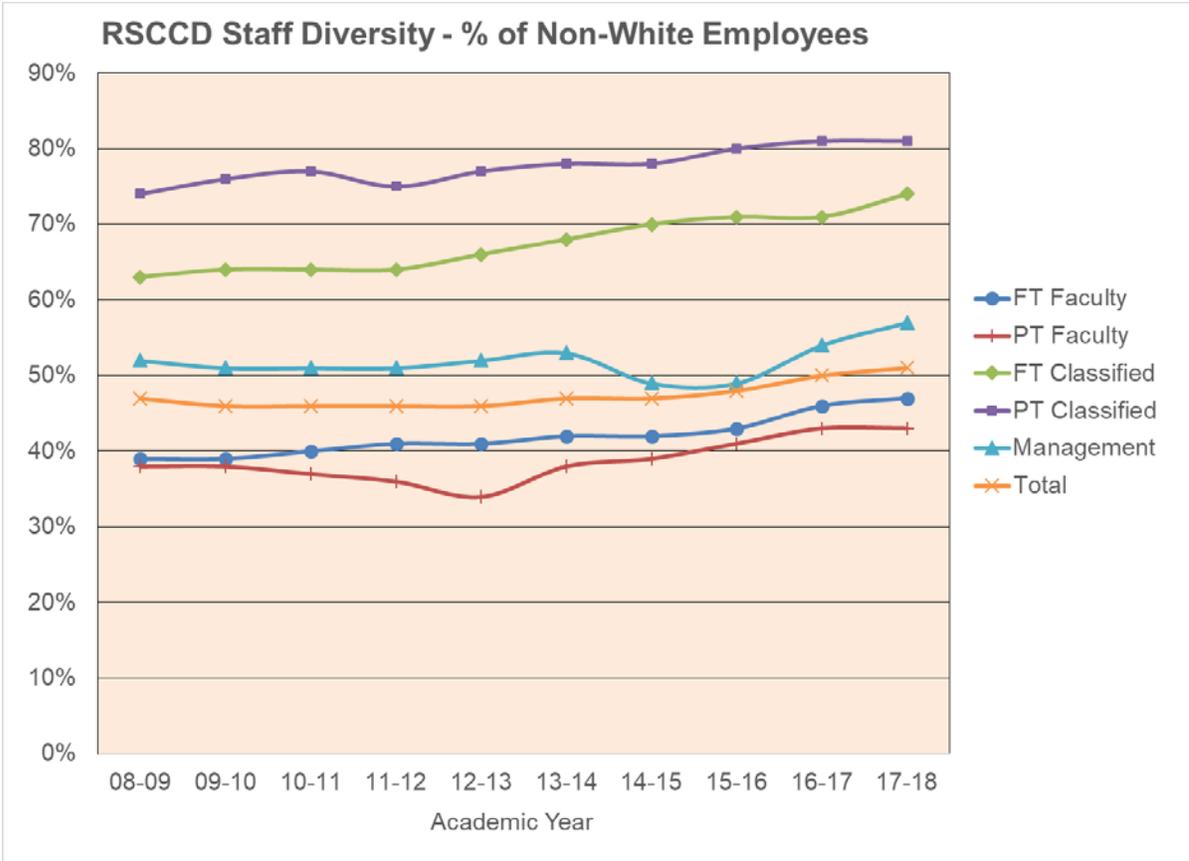
The following chart shows the District-wide change in the number of employees from 2008 to 2017. The chart shows that part-time employees (both classified and faculty) were the groups most significantly impacted by the recession and state budget crisis. This reflected the District's strategy to protect full-time positions when possible.

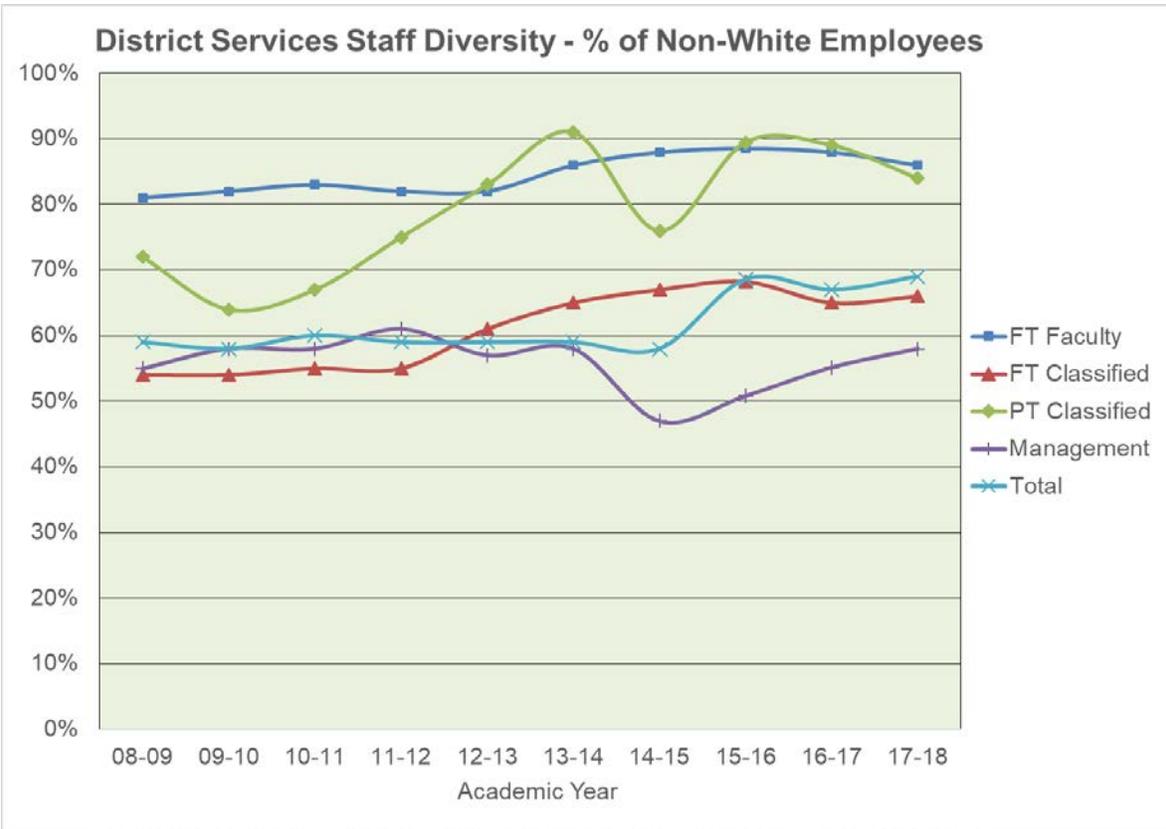
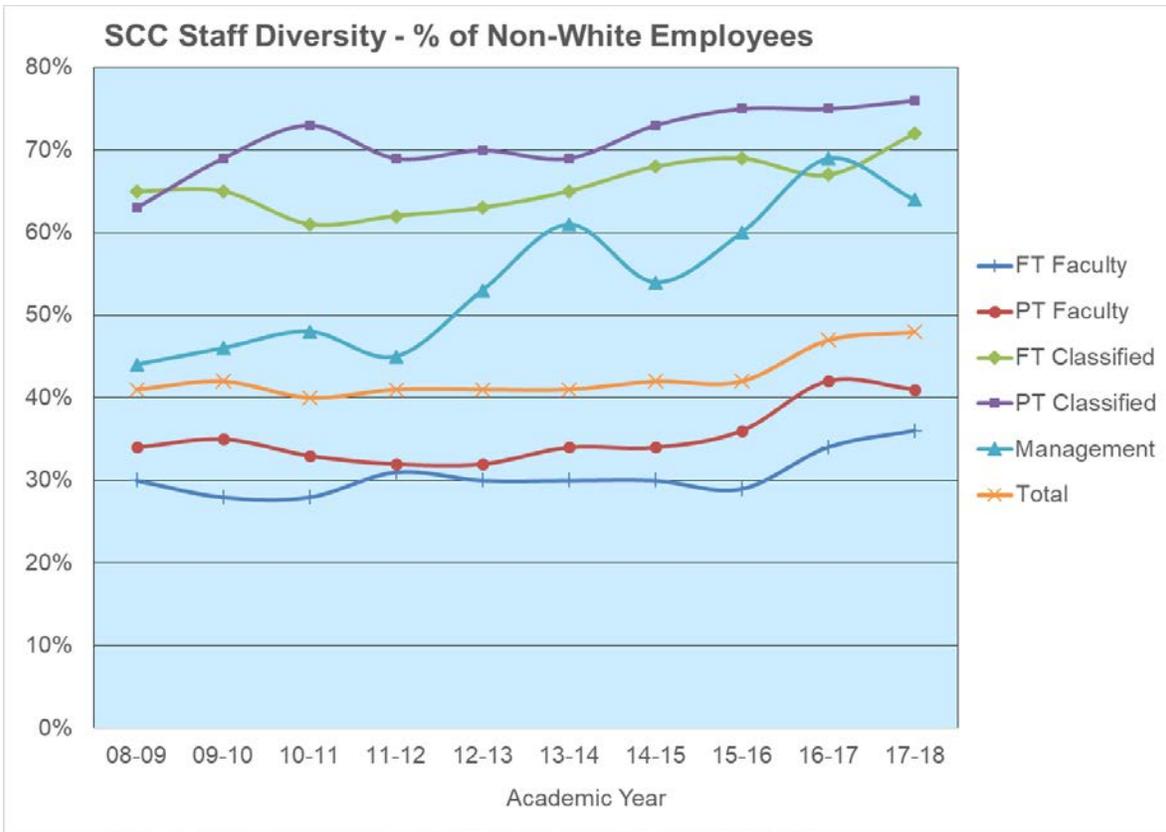


All changes measured as of September 1st of each year.

Staff Diversity

The communities comprising the RSCCD are very diverse and the student bodies of both colleges reflect that diversity. The district’s recruitment and selection procedures are designed to attract a diverse pool of applicants for all job openings. On an annual basis, an analysis of the ethnic diversity of the district’s workforce is conducted and reviewed by the Human Resources Committee. The percentage of ethnically diverse (non-white) employees, by category and in total, (as measured on September 1st of each year) are presented on the following charts.





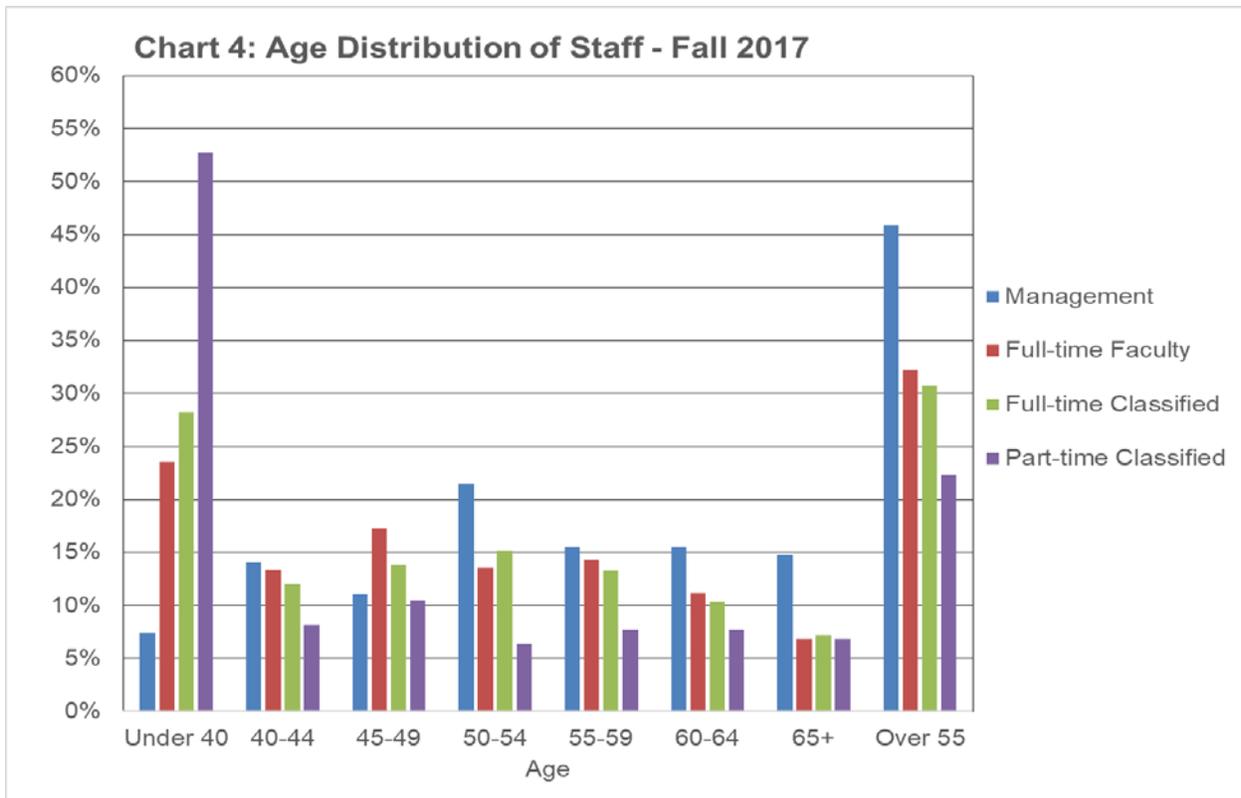
Despite the staff reductions during the 2008 – 2010 years (when a hiring freeze and a reduction in force were imposed) overall staff diversity has remained fairly constant. Due to their smaller size, the management and part-time classified employee cohorts have experienced more year-to-year fluctuations than the larger cohorts.

Age Distribution and Turnover

The age distribution percentages for each employee group reveal a significantly younger cohort of classified employees than all other groups. Part-time classified employees represent the youngest age group, followed by the full-time classified employees. The management and full-time faculty cohorts have a significantly higher percentage of employees over age 60 as compared to the classified employee cohorts.

In terms of retirement eligibility, the minimum retirement age for most faculty and managers is age 55. Although the minimum age for classified employees is, age 50, retirement prior to age 55 is rare. Using age 55 as a measurement point, significant portions of all full-time employees are currently eligible for retirement:

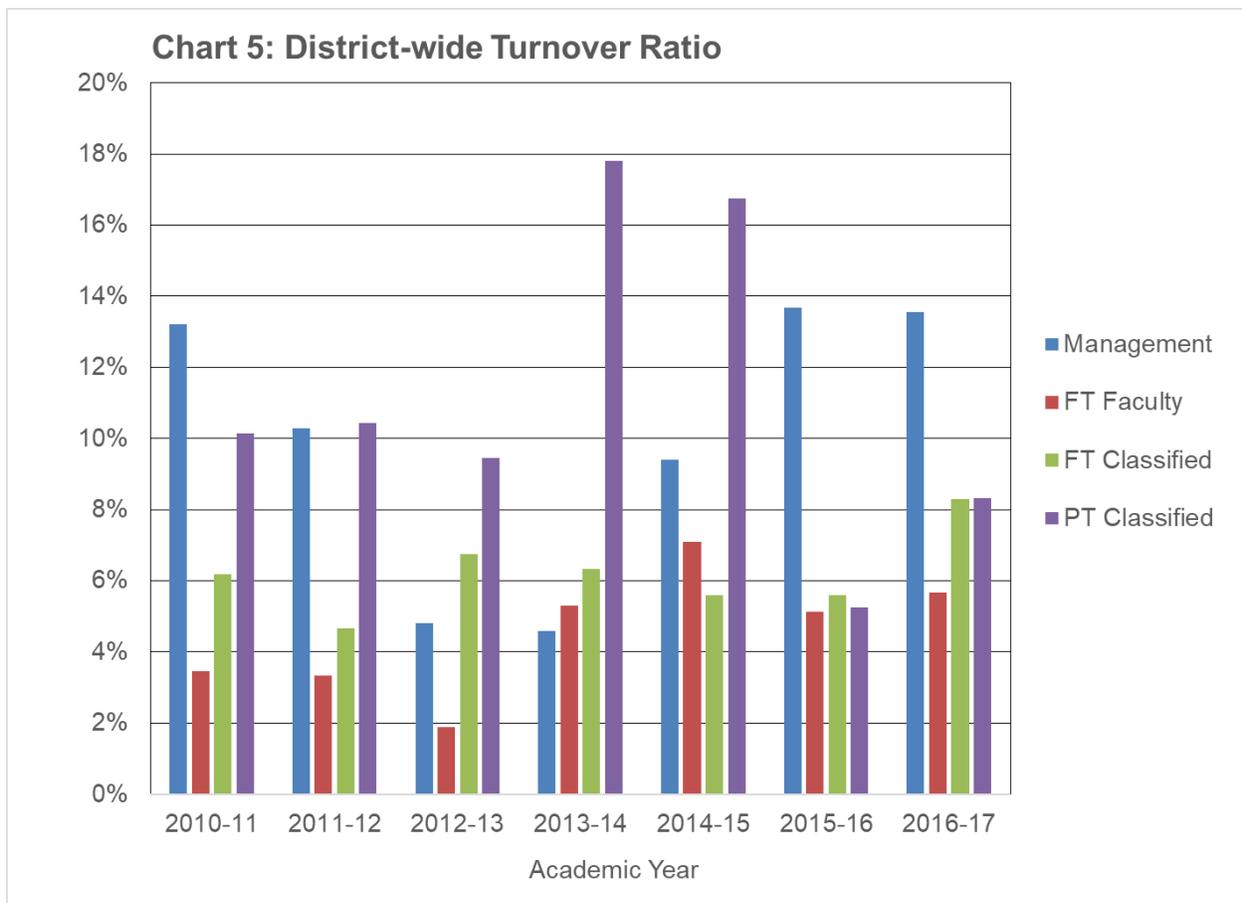
- Management: 46%
- Full-time faculty: 33%
- Full-time classified: 31%



Management and Classified Turnover

Turnover data for classified and management employees are only presented for the last seven years due to the reduction in force that occurred in 2009. At that time, over 170 CSEA bargaining unit and management positions were eliminated due to funding reductions imposed by the state.

Since 2010, the turnover rate for managers has fluctuated from year-to-year while the full-time classified turnover rate has remained the most consistent. Part-time classified turnover significantly increased in 2013-14 and this employee group has the highest turnover ratio on a consistent basis, which is typical of part-time employment in most industries. Management turnover, due to the smaller size of that group, is more subject to annual fluctuations.

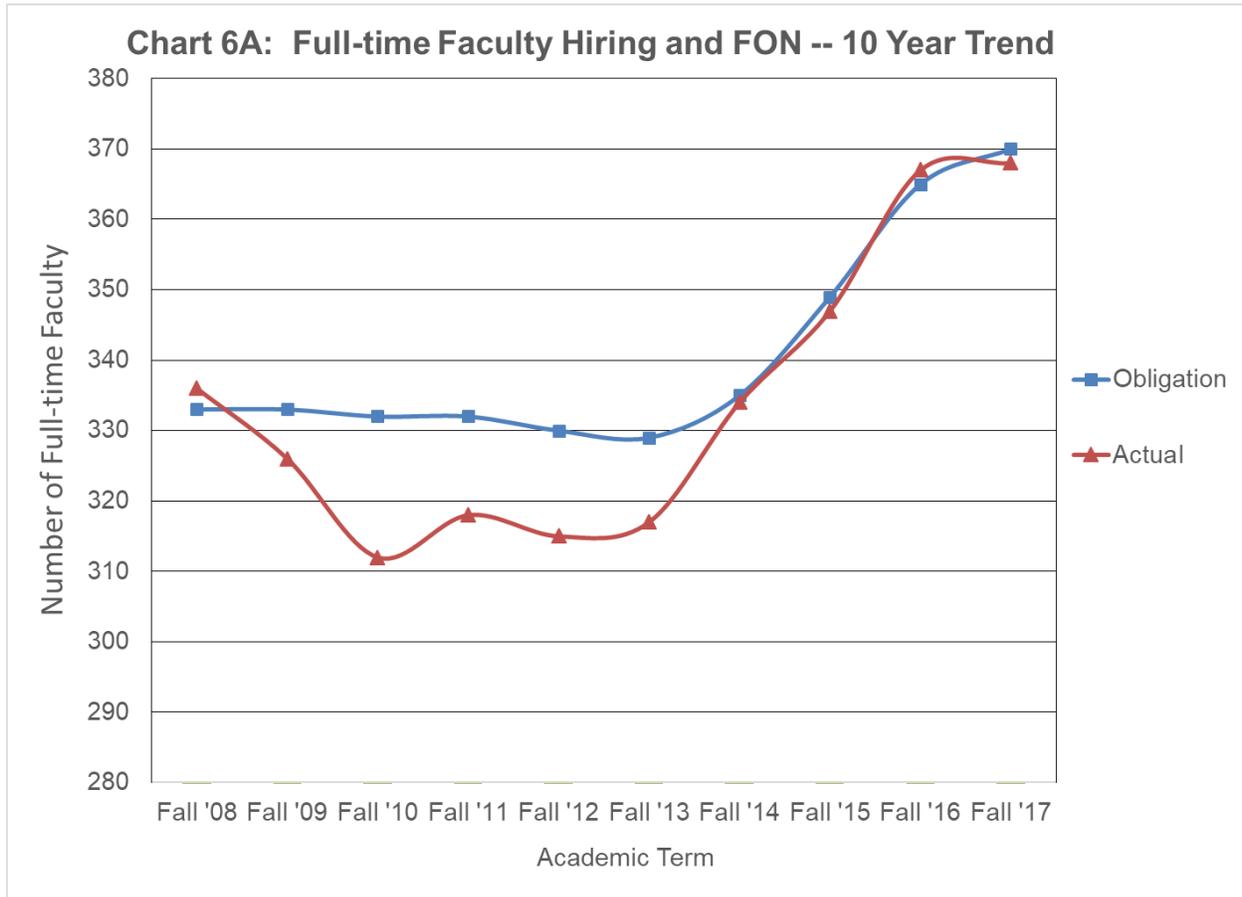


Full-time Faculty Turnover

Although the turnover ratio for full-time faculty is the lowest for all employee groups, the terminations of full-time faculty must be continually monitored. California community college districts are required to maintain a specific number of full-time faculty (known as the Faculty

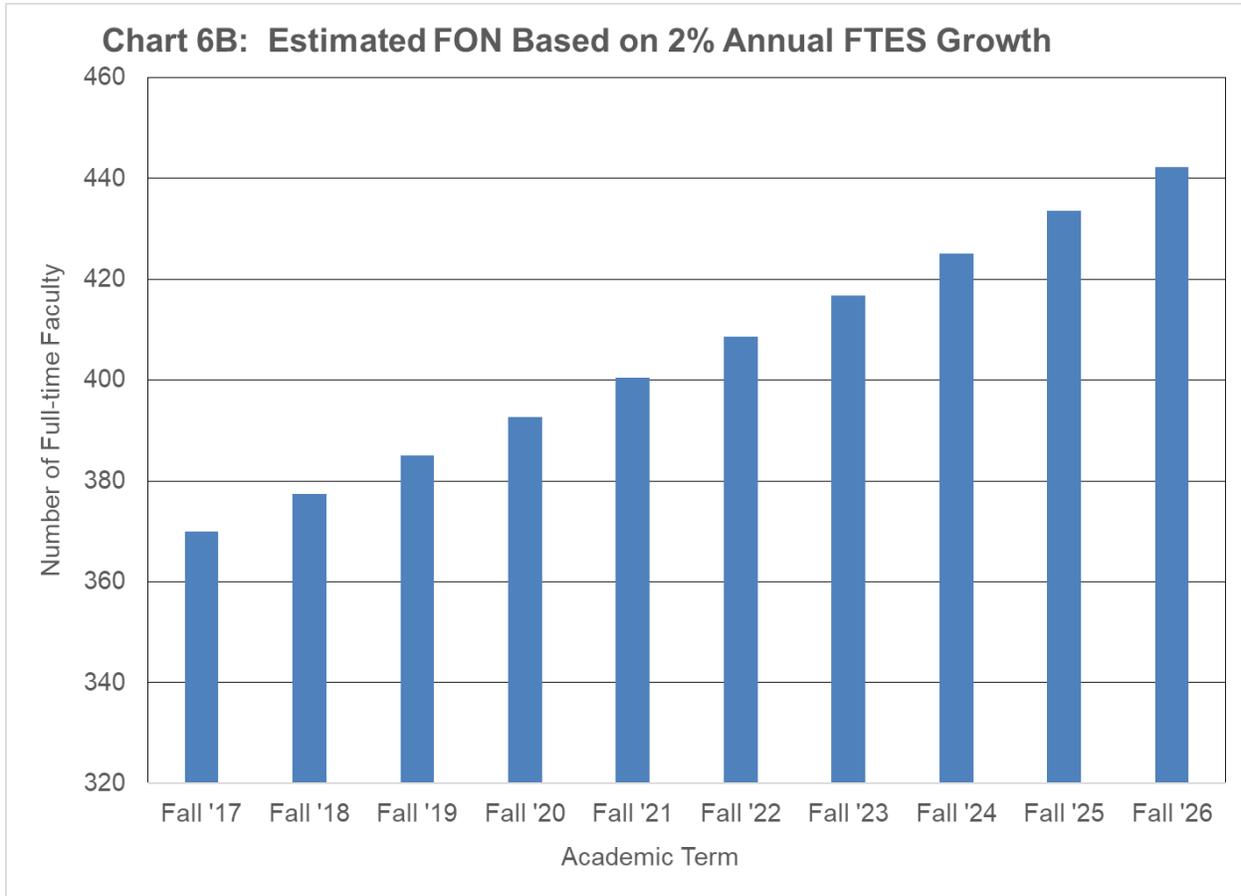
Obligation Number--FON) as well as monitor the ratio of credit instruction provided each year by full-time and part-time faculty (FT/PT ratio).

Each fall the district determines its compliance with the FON and reports that information to the state Chancellor’s Office. Economic penalties are imposed on districts that fail to maintain the FON, unless the state Board of Governors waives that requirement due to insufficient funding in the state budget. The economic penalty for failing to maintain the FON in 2017 is \$74,029 per full-time position. As a result of the recession and the prolonged state budget crisis, compliance with the FON was suspended for five years (2009 – 2013). In those years, districts could avoid a financial penalty by maintaining or improving its ratio of credit instruction provided by full-time faculty. RSCCD curtailed full-time faculty hiring during those years as a budget reduction strategy and was able to increase its full-time teaching ratio due to state-imposed reductions in course offerings, which largely impacted part-time faculty employment. The district’s compliance with the FON during the past ten years is shown below.



The requirement to comply with the FON was restored for the 2014-15 academic year. The district was required to hire thirteen additional faculty prior to this academic year, plus replace any vacancies that occurred in the interim. The 2013-14 budget also contained 2% enrollment growth, which was the first funding for enrollment growth in 5 years. Funded growth affects the FON by

requiring the district to increase the number of full-time faculty by the same percentage of funded enrollment growth. Assuming a consistent 2% allocation for enrollment growth in each of the next ten years, the district’s FON will increase from 370 in 2017 to 442 by the Fall of 2026, as shown in the following chart.



Full-time/Part-Time Faculty Ratio

The chart below shows the ratio of credit instruction taught by full-time and part-time faculty at each college and district-wide for the previous ten years. Although the Education Code established a goal in 1989 that 75% of credit instruction should be taught by full-time faculty, the legislature has not provided any funding to increase that ratio since the early 1990s. Consequently, the district’s full-time/part-time ratio has remained fairly consistent over the years.

However, one significant change over the previous ten-year period has been the full-time/part-time ratio at each college. After the district converted from a single college to a multi-college structure in 1997, a significant disparity in the full-time/part-time ratios between the two colleges was identified. Full-time faculty hiring was increased at Santiago Canyon College in those years and the ratios at the colleges have been fairly equalized. In 2013-14, the growth rate at Santiago

Canyon was significant higher than at SAC, which resulted in a decrease in the FT/PT ratio for the current year.

Full-time/Part-time Credit Faculty Ratios: 2008 - 2017								
SAC			SCC			Combined RSCCD		
	FT	PT		FT	PT		FT	PT
2008	58.75%	41.25%	2008	54.24%	45.76%	2008	57.63%	42.37%
2009	62.17%	37.83%	2009	65.84%	34.16%	2009	63.30%	36.70%
2010	64.10%	35.90%	2010	61.60%	38.40%	2010	63.30%	36.70%
2011	66.73%	33.27%	2011	62.44%	37.56%	2011	65.32%	34.68%
2012	65.54%	34.46%	2012	65.36%	34.64%	2012	65.48%	34.52%
2013	62.95%	37.05%	2013	63.32%	36.68%	2013	63.07%	36.93%
2014	62.25%	37.75%	2014	56.77%	43.23%	2014	60.52%	39.48%
2015	59.44%	40.56%	2015	58.75%	41.25%	2015	59.21%	40.79%
2016	60.18%	39.82%	2016	60.93%	39.07%	2016	60.41%	39.59%
2017	60.92%	39.08%	2017	61.05%	38.95%	2017	60.96%	39.04%

Full-time Faculty Vacancies and Recruitment

Most full-time faculty resignations and retirements tend to occur at the end of the spring semester each year. Each fall, the process to fill faculty vacancies begins. In September, the state Chancellor’s Office notified the District of its projected FON obligation for the subsequent year. The Human Resources Department identifies the number of existing full-time faculty vacancies at each college as well as the number of new faculty positions that must be added in order to maintain the FON. The district’s resource allocation model assumes that each college will maintain its FON and will be responsible for its pro-rata share of the new faculty positions.

Each college has a process, in consultation with its academic senate, to identify hiring priorities by academic discipline. Each college president recommends a list of faculty vacancies to the Chancellor and once approved, recruitment activities begin in the spring. The process concludes prior to the end of the spring semester and the newly hired faculty typically begin work in the subsequent fall semester.

Classified and Management Vacancies and Recruitment

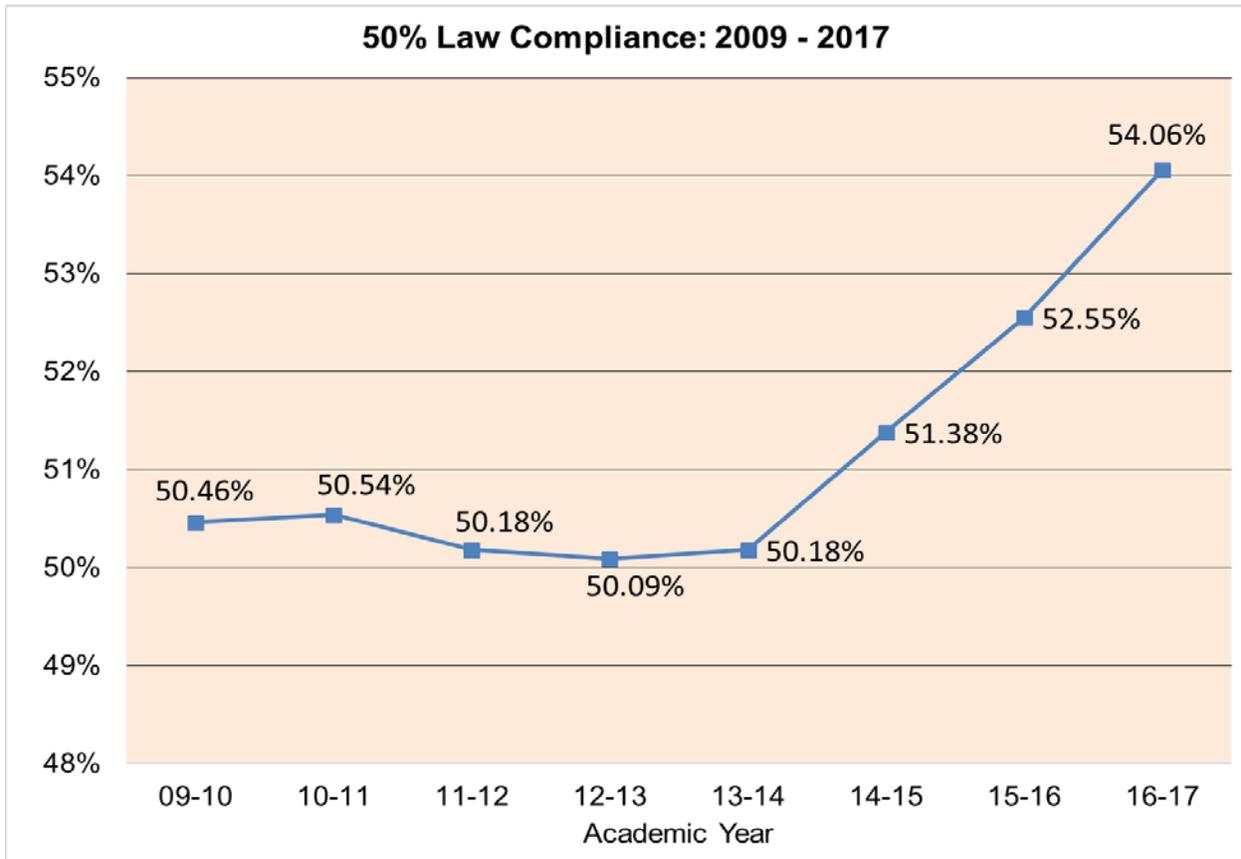
Unlike faculty terminations, which typically coincide with the end of the academic year, management and classified vacancies occur throughout the year and are filled at a time determined by the college president or appropriate vice chancellor. When vacancies occur, the existing position and job description should be reviewed to ensure that it is still accurate for the needs of the department. Modifications to job descriptions, which don't involve changes in pay grade, are presented to the Board of Trustees prior to the initiation of recruitment activities. Modifications which affect pay grade are handled through a reorganization process. For positions at a college, the reorganizations are reviewed by the college participatory governance council and recommended to the college president. Positions assigned to the district office are reviewed by the District Council and recommended to the Chancellor. After this review process is completed, the Human Resources Department reviews any modifications affecting bargaining unit positions with CSEA. Following that review, modifications to job specifications or pay grades are presented to the Board of Trustees for approval prior to the initiation of recruitment activities. Recruitment activities for classified and management positions may be initiated at any time during the year or may be postponed due to budgetary or other programmatic considerations. In situations where recruitment is delayed, or where the vacancy disrupts normal operations, existing staff may be placed in interim assignments or temporary employees may be used to staff vacant positions. The use of temporary workers or existing staff in interim assignments is subject to applicable restrictions in the Education Code, Title 5 regulations, or applicable collective bargaining agreements.

50% Law Compliance

Education Code Section 84362 requires community college districts to expend 50% of the district's Current Expense of Education (CEE) on the salaries and fringe benefits of classroom instructors. The "Current Expense of Education" (CEE) includes the General Fund operating expenditures excluding expenditures for food services, community services, capital (except equipment replacement), auxiliary services and other costs specifically excluded by law.

The "Salaries for Classroom Instructors" includes the salaries and fringe benefits for classroom instructors and instructional aides (full-time and part-time). In the most recent fiscal year (2016-17), the District's compliance calculation was 54.06%, which was a slight increase over the prior year. Recognizing that most classified and management positions, as well as some faculty positions (counselors, librarians and faculty released from teaching assignments), don't meet the definition of classroom instructors, the ability of the colleges and district services to increase staffing levels in non-teaching areas will be constrained.

The 50% law calculation for the previous eight years is presented below:



Staffing Allocations

The allocation of faculty and staff is controlled by each of the three major operational units (Santa Ana College, Santiago Canyon College and District Operations). As described above, each unit has a process for modifying or increasing its staffing. A number of functions (District Safety, Information Technology, Auxiliary Services) are managed at the District Operations level, but a significant number of staff assigned to those areas are actually housed on the college campuses and continuing education sites. This difference in management responsibility and staffing location is shown in the following two charts.

Chart 7A: Staff Allocation by Management Area

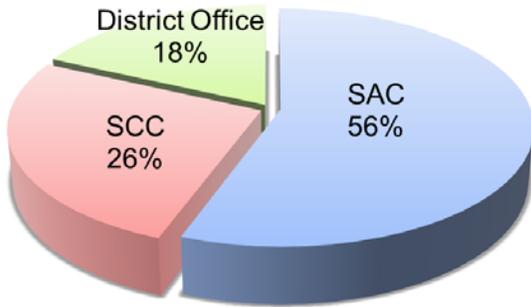
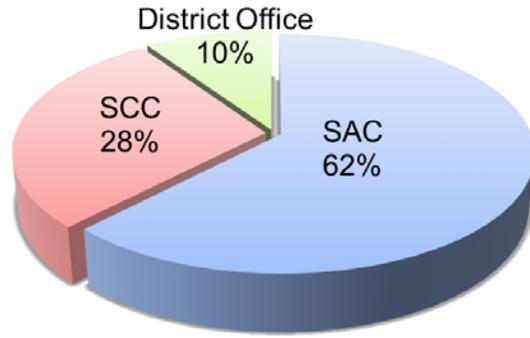


Chart 7B: Staff Allocation by Location



The following charts show the percentage of full-time and part-time classified staff assigned to each location as well as the continuing education centers operated by each college.

Chart 7C: Allocation of Full-time Classified Staff

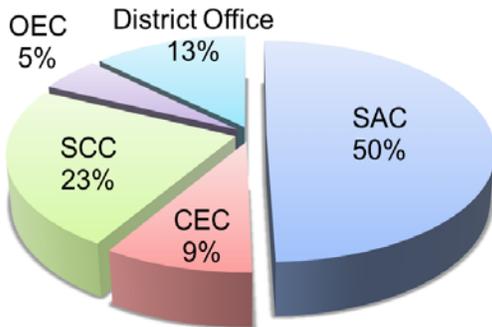


Chart 7D: Allocation of Part-time Classified Staff

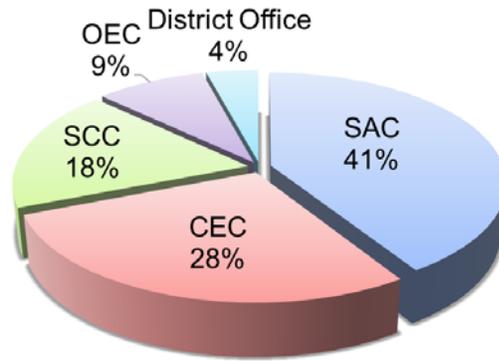
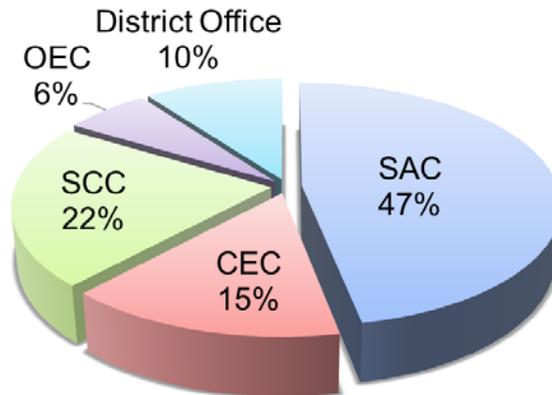
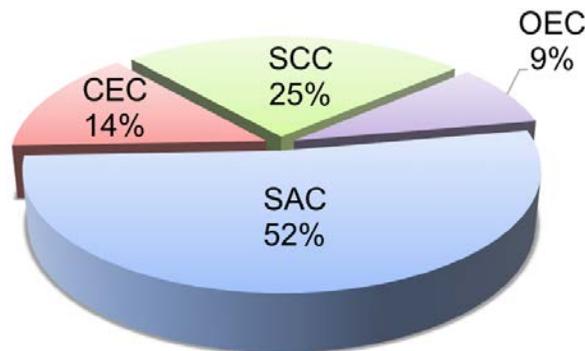


Chart 7E: Allocation of All Classified Staff

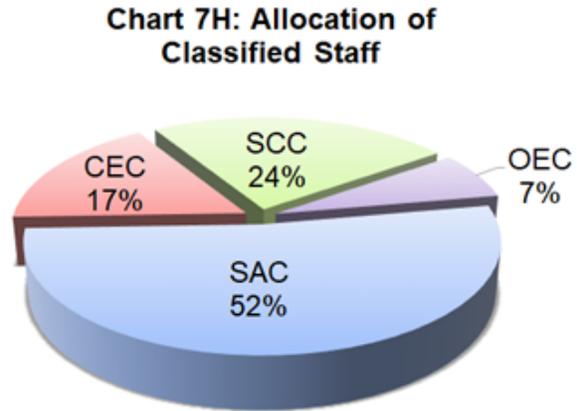
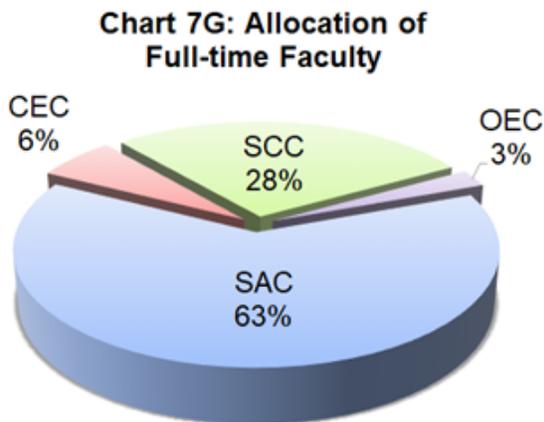


Although there is no definitive benchmark regarding the allocation of non-teaching support staff, all staffing allocations should be viewed in the context of FTES generation, which is the standard work-load unit for any community college district in California. The current breakdown of both credit and non-credit FTES generation, by site, is presented below.

Chart 7F: 2016-2017 FTES Distribution



The FTES distribution between the colleges is one method to evaluate the overall staffing parity between the sites. Although the overall distribution of faculty and support staff can be evaluated based upon FTES percentages, the actual allocation of positions by department, area of specialty, etc. vary based upon the programmatic and operational priorities at each site.



Planning Implications

- In order to avoid economic penalties, maintenance of the FON must be a staffing priority for each college.
- Increases in non-instructional positions must be done in full consideration of the implications for 50% law compliance.
- Turnover, especially in faculty, management and key classified positions will require succession planning, but will also provide opportunities for restructuring and adjustments to staff allocations.
- In the absence of significant cost-of-living adjustments or new sources of revenue, funding for additional staff positions will be tied to funded FTES growth.
- The colleges and district operations should evaluate staffing, structures and reporting relationships in order to maximize efficiency and take advantage of economies of scale.