

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)**  
**Board of Trustees (Regular meeting)**  
**Monday, April 9, 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 March 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 Public Hearing – Rancho Santiago Community College District Initial Bargaining Proposal to Continuing Education Faculty Association (CEFA)

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

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

## **3.0 INSTRUCTION**

- \*3.1 Approval of Academic Talent Search Residential Program Contract with University of California, Los Angeles (UCLA) 2018 Action

The administration recommends approval of the Academic Talent Search Residential Program contract with UCLA for 2018 as presented.
- \*3.2 Approval of Memorandum of Understanding (MOU) with Mater Dei High School Action

The administration recommends approval of the MOU with Mater Dei High School as presented.
- \*3.3 Approval of New Education Affiliation Agreement with Canyon Ridge Hospital Action

The administration recommends approval of the new education affiliation agreement with Canyon Ridge Hospital located in Chino, California as presented.
- \*3.4 Approval of Scope of Work with Dr. Al Solano Consulting for Guided Pathways Planning Support Action

The administration recommends approval of the scope of work with Dr. Al Solano Consulting for Guided Pathways planning support.
- \*3.5 Approval of Proposed Addendum to 2017-2018 Santa Ana College (SAC) Catalog Action

The administration recommends approval of the proposed addendum to the 2017-2018 SAC catalog.

\*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 during March 14-27, 2018.
- 4.3 Adoption of Resolution No. 18-03 regarding Expenditure Transfers to Permit Payment of Obligations Action  
The administration recommends adoption of Resolution No. 18-03 regarding expenditure transfers as presented.
- \*4.4 Approval of Amendment to Agreement with Creative Design Associates, Inc. for ADA Consulting Services for District's Americans with Disabilities Act (ADA) Transition Plan for Various Sites Action  
The administration recommends approval of the amendment with Creative Design Associates, Inc. for ADA Consulting Services for the District's ADA transition plan for various sites as presented.
- \*4.5 Approval of Notice of Exemption for California Environmental Quality Act for Safety and Security Portables at Santiago Canyon College Action  
The administration recommends approval of the Notice of Exemption for the project as presented.

#### **5.0 GENERAL**

- \*5.1 Approval of Resource Development Item Action  
The administration recommends approval of budgets, acceptance of grants, and authorization for the Vice Chancellor of Business Operations/Fiscal Services or his designee to enter into a related contractual agreement on behalf of the district for the following:  
- Disabled Students Programs & Services (DSPS) (SAC) \$1,100,828
- \*5.2 Approval of Sub-Agreements between RSCCD and North Orange County Community College District/Fullerton College and South Orange County Community College District/Irvine Valley College for Strong Workforce Program – Regional Funds Initiative Action  
The administration recommends approval of the sub-agreements and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into related contractual agreements on behalf of the district.

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

- \*5.3 Approval of Second Amendment to Sub-Agreement between RSCCD and Chaffey Community College District for Career Technical Education (CTE) Data Unlocked Initiative Action  
The administration recommends approval of the amendment to the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- 5.4 Board of Trustees Cast Ballot for California Community College Trustees (CCCT) Board of Directors Election – 2018 Action  
It is recommended that the board cast their ballot for the CCCT Board of Directors election for 2018.
- 5.5 Board Member Comments Information

### **RECESS TO CLOSED SESSION**

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

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

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

1. Public Employment (pursuant to Government Code Section 54957[b][1])
  - a. Full-time Faculty
  - b. Part-time Faculty
  - c. Classified Staff
  - d. Student Workers
  - e. Professional Experts
  - f. Educational Administrator Appointments
    - (1) Vice President
2. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)
3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)  
Agency Negotiator: Ms. Judy Chitlik, Interim Vice Chancellor of Human Resources  
Employee Organizations: Faculty Association of Rancho Santiago Community College District (FARSCCD)  
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])

### **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 Agreements
- Approval of Appointments
- Ratification of Resignations/Retirements
- Approval of Beyond Contract/Overload Stipends
- Approval of Part-time Hourly New Hires/Rehires
- Approval of Non-paid Instructors of Record

### 6.2 Classified Personnel Action

- Approval of Hourly Ongoing to Contract Assignments
- Approval of Longevity Increments
- Approval of Leaves of Absence
- Approval of New Appointments
- Approval of Longevity Increments
- Approval of Professional Growth Increments
- Approval of Temporary Assignments
- Approval of Additional Hours for Ongoing Assignments
- Approval of Miscellaneous Positions
- Approval of Community Service Presenters and Stipends
- Approval of Volunteers
- Approval of Student Assistant Lists

### 6.3 Approval of Agreement with American Fidelity to Utilize its Online Benefits Enrollment Platform, AFenroll Action

It is recommended that the board authorize the chancellor or his designee to enter into an agreement with American Fidelity to utilize its online benefits enrollment platform, AFenroll.

### 6.4 Adoption of Resolution No. 18-06 authorizing payment to Trustee Absent from Board Meetings Action

This resolution requests authorization of payment to Phillip Yarbrough for his absence from the March 26, 2018, board meeting due to a medical issue.

## **7.0 ADJOURNMENT - The next regular meeting of the Board of Trustees will be held on April 23, 2018.**

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

**2323 North Broadway, #107**

**Santa Ana, CA 92706**

**Board of Trustees**

**(Regular meeting)**

**Monday, March 26, 2018**

**MINUTES**

**1.0 PROCEDURAL MATTERS**

1.1 Call to Order

The meeting was called to order at 4:32 p.m. by Ms. Nelida Mendoza. Other members present were Ms. Claudia Alvarez, Ms. Arianna Barrios, Mr. John Hanna, Mr. Zeke Hernandez, Mr. Larry Labrado, and Mr. Gregory Pierot. Mr. Phillip Yarbrough was not in attendance due to a medical issue.

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

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Ms. Katherine Gutierrez, Admissions and Records Specialist II, Santa Ana College (SAC).

1.3 Approval of Additions or Corrections to Agenda

It was moved by Mr. Labrado and seconded by Ms. Alvarez to approve an addendum for Item 6.2 (Classified Personnel). The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Ms. Mendoza. Student Trustee Pierot's advisory vote was aye.

1.4 Public Comment

Mr. Brandon Vu spoke regarding student trustee concerns and Earth Day events at Santa Ana College and Santiago Canyon College (SCC).

Ms. Tiffany Gause and Ms. Erika Gutierrez spoke regarding Chicano and Ethnic studies offered at SCC.

Ms. Colleen Mangali spoke regarding health care expenses for California School Employees Association (CSEA), Chapter 888 members.

Ms. Sheryl Martin spoke in support of Ms. Mangali's comments.

1.5 Approval of Minutes

It was moved by Mr. Hanna and seconded by Mr. Hernandez to approve the minutes of the meeting held March 12, 2018. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Ms. Mendoza. Student Trustee Pierot’s advisory vote was aye.

1.6 Approval of Consent Calendar

It was moved by Ms. Alvarez and seconded by Mr. Labrado 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 4.3 (2018-2019 Tentative Budget Assumptions) removed from the Consent Calendar by Mr. Hernandez and Item 4.6 (Amendment to Agreement with Hammel, Green & Abrahamson, Inc. for Architectural Services for Russell Hall Replacement at SAC) and Item 4.7 (Amendment to Agreement with Knowland Construction Services for Division of the State Architect Inspector of Record Services for Central Plant, Infrastructure and Mechanical Upgrades Project at SAC) removed from the Consent Calendar by Mr. Hanna. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Ms. Mendoza. Student Trustee Pierot’s advisory vote was aye.

3.1 Approval of Three Month Instructional Services Agreement with Pacific Clinics

The board approved the three month instructional services agreement with Pacific Clinics as presented.

3.2 Approval of One Year Instructional Services Agreement with Pacific Clinics

The board approved the one year instructional services agreement with Pacific Clinics as presented.

4.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

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

The board approved budget increases/decreases, transfers, and intrafund and interfund transfers from February 24, 2018, to March 13, 2018.

4.4 Approval of Change Order #1 for Danny Letner Inc. dba Letner Roofing Company for Bid #1333 for Roof Replacement at District Operations Center

The board approved change order #1 for Danny Letner Inc. dba Letner Roofing Company for Bid #1333 for roof replacement at District Operations Center as presented.

1.6 Approval of Consent Calendar (cont.)

- 4.5 Acceptance of Completion of Bid #1333 for Roof Replacement at District Operations Center and Approval of Recording of Notice of Completion  
The board accepted the project as complete and approved filing a Notice of Completion with the County as presented.
- 4.8 Approval of Amendment to Agreement with Koury Engineering & Testing, Inc. for Soils Testing and Inspection Services for Central Plant, Infrastructure and Mechanical Upgrades Project at Santa Ana College  
The board approved the amendment with Koury Engineering & Testing, Inc. for soils testing and inspection services for the Central Plant, infrastructure and mechanical upgrades project at SAC as presented.
- 4.9 Approval of Amendment to Agreement with Linik Corporation for Project Management Services for Santa Ana College Projects  
The board approved the amendment to the agreement with Linik Corporation for project management services for SAC projects as presented.
- 4.10 Approval of Amendment to Agreement with Smith-Emery Laboratories for Materials Testing and Inspection Consulting Services for Central Plant, Infrastructure and Mechanical Upgrades Project at Santa Ana College  
The board approved the amendment to the agreement with Smith-Emory Laboratories for materials testing and inspection consulting services for the Central Plant, infrastructure and mechanical upgrades project at SAC as presented.
- 4.11 Approval of Agreement with Sindoni Consulting & Management Services, Inc. for Commissioning Services for Fan Coil Unit Replacement for Building D at Santiago Canyon College  
The board approved the agreement with Sindoni Consulting & Management Services, Inc. for commissioning services for the fan coil unit replacement project at Building D at SCC as presented.
- 4.12 Approval of Canvas ILP SaaS Subscription with Ellucian Inc.  
The board approved the subscription for Canvas ILP SaaS with Ellucian Inc. as presented.
- 4.13 Approval of Surplus Property  
The board approved declaring the list of equipment as surplus property and utilizing The Liquidation Company to conduct an auction as presented.
- 4.14 Approval of Donation of Fire Engine from City of Orange  
The board approved the acceptance of the donation of a 1997 Seagraves Fire Engine from the City of Orange as presented.

1.6 Approval of Consent Calendar (cont.)

4.15 Approval of Independent Contractor

The board approved the following independent contractor: Susan M. Coleman/ Education 4 Work to perform services in relation to the OCCareerCafe project including management and implementation of project, working with counselors and deans from Orange County colleges, completing grant reporting requirements, researching new content and guide revisions, and managing grant funding. Dates of service are March 27, 2018, through December 31, 2018. The fee is estimated at \$45,000.

4.16 Approval of Independent Contractor

The board approved the following independent contractor: Christine Friend/ Roll It Out, Inc. to provide administrative assistance to the grant team including coordination of meetings, webinars and conferences in relation to the OCCareerCafe project. In addition, she will work with counselors from Orange County colleges to assess student needs, review and revise content, research programs, and attend consortium meetings as needed. Dates of service are March 27, 2018, through December 31, 2018. The fee is estimated at \$20,000.

4.17 Approval of Independent Contractor

The board approved the following independent contractor: Rita Jones/RJ Coaching and Consulting to provide website assistance, make presentations on the website project and develop story maps in relation to the OCCareerCafe project. In addition, she will work with counselors from Orange County colleges to assess student needs, review and revise content, research programs, and attend consortium meetings as needed. Dates of service are March 27, 2018, through December 31, 2018. The fee is estimated at \$45,000.

4.18 Approval of Purchase Orders

The board approved the purchase order listing for the period January 21, 2018, through February 17, 2018.

5.1 Approval of Resource Development Items

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

- Project RAISE (Regional Alliance in STEM [science, technology, engineering, and mathematics] Education) – Year 2 (SCC) \$20,000

5.2 Approval of Sub-Agreement between RSCCD and Integrative Impact, LLC for Career Technical Education (CTE) Data Unlocked Initiative

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 (cont.)

5.3 Approval of Sub-Agreements between RSCCD and Kern, Los Rios, Sequoias, Yosemite and West Hills Community College Districts for Career Technical Education 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 related contractual agreements on behalf of the district.

5.4 Approval of Sub-Agreements between RSCCD and Contra Costa, Grossmont-Cuyamaca, Los Angeles, MiraCosta, North Orange County, Ohlone, Pasadena Area, Peralta, San Diego, San Francisco, San Mateo County, Southwestern, and Ventura County Community College Districts for Career Technical Education 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 related contractual agreements on behalf of the district.

5.5 Approval of First Amendment to Sub-Agreement between RSCCD and Chaffey Community College District for Career Technical Education Data Unlocked Initiative

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

1.7 Public Hearing – Continuing Education Faculty Association (CEFA) Initial Bargaining Proposal to Rancho Santiago Community College District

There were no public comments.

**2.0 INFORMATIONAL ITEMS AND ORAL REPORTS**

2.1 Report from Student Trustee

Mr. Pierot provided a report to the board.

2.2 Reports from Student Presidents

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

Mr. Juan Esqueda, Student President, Santa Ana College

Mr. Christian Vargas, Student Vice President, Santiago Canyon College

2.3 Report from Classified Representative

Ms. Katherine Gutierrez, Admissions and Records Specialist II, Santa Ana College, provided a report to the board on behalf of the classified Staff.

2.4 Reports from Academic Senate Presidents

The following academic senate representatives provided reports to the board:

Mr. Michael DeCarbo, Academic Senate President, Santiago Canyon College  
Ms. Monica Zarske, Academic Senate President, Santa Ana College

2.5 Reports from College Presidents

The following college representatives provided reports to the board:

Dr. John Hernandez, President, Santiago Canyon College  
Dr. James Kennedy, Vice President, Santa Ana College

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

2.6 Report from the Chancellor

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

2.7 Reports from Board Committee Chairpersons

Mr. Labrado provided a report on the March 22, 2018, Board Facilities Committee meeting.

**3.0 INSTRUCTION**

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

**4.0 BUSINESS OPERATIONS/FISCAL SERVICES**

Items 4.1, 4.2, 4.4, 4.5, 4.8 through 4.18 were approved as part of Item 1.6 (Consent Calendar).

4.3 Approval of 2018-2019 Tentative Budget Assumptions

It was moved by Mr. Hernandez and seconded by Ms. Barrios to approve the 2018-2019 Tentative Budget Assumptions as presented. Discussion ensued. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Ms. Mendoza. Student Trustee Pierot's advisory vote was aye.

4.6 Approval of Amendment to Agreement with Hammel, Green & Abrahamson, Inc. for Architectural Services for Russell Hall Replacement (Health Sciences Building) at Santa Ana College

It was moved by Mr. Labrado and seconded by Ms. Alvarez to approve the amendment to the agreement with Hammel, Green & Abrahamson, Inc. for architectural services for the Russell Hall Replacement at SAC as presented. Discussion ensued. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Ms. Mendoza. Student Trustee Pierot’s advisory vote was aye.

4.7 Approval of Amendment to Agreement with Knowland Construction Services for Division of the State Architect (DSA) Inspector of Record Services for Central Plant, Infrastructure and Mechanical Upgrades Project at Santa Ana College

It was moved by Mr. Labrado and seconded by Ms. Alvarez to approve the amendment to the agreement with Knowland Construction Services for DSA Inspector of Record Services for the Central Plant, infrastructure and mechanical upgrades project at SAC as presented. Discussion ensued. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Ms. Mendoza. Student Trustee Pierot’s advisory vote was aye.

**5.0 GENERAL**

Items 5.1 through 5.5 were approved as part of Item 1.6 (Consent Calendar).

5.6 Adoption of Board Policy

It was moved by Mr. Hanna and seconded by Ms. Alvarez to adopt revised Board Policy 7600 – Campus Security Officers. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Ms. Mendoza. Student Trustee Pierot’s advisory vote was aye.

5.7 Board Member Comments

Mr. Hanna and Ms. Alvarez had questions regarding the health care expenses for CSEA, Chapter 888 members. Since this is a bargaining item with CSEA, Chapter 888, Ms. Chitlik explained that it would be appropriate to discuss this issue during closed session.

Mr. Hernandez recommended that the colleges’ marketing/public relations departments may consider the following: Purchase an insert for RSCCD colleges in the *Orange County Register* and include articles from journalism students; display a banner advertising colleges over the streets in Old Towne Orange; and place advertising for the colleges on trucks.

### 5.7 Board Member Comments (cont.)

Mr. Hernandez thanked the faculty members that spoke during Item 1.4 Public Comments for their comments regarding Chicano and Ethnic studies offered at SCC.

## **RECESS TO CLOSED SESSION**

The board president announced that there were no items to discuss during closed session; therefore, the Human Resources items would be considered at this time.

## **6.0 HUMAN RESOURCES**

### 6.1 Management/Academic Personnel

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

- Approve Changes of Assignments
- Approve Appointments to Interim Assignment/Employment of Retired State Teachers' Retirement System (STRS) Member
- Approve 2017-2018 Contract Extension Days
- Approve Changes of Assignment/Location
- Approve Adjusted Effective Dates for Addition of 2017-2018 Contract Stipend
- Approve Voluntary Reduced Workloads
- Approve Beyond Contract/Overload Stipends
- Approve 2018-2019 Sabbatical Leaves
- Approve Adjusted Banked Leaves/Withdrawals
- Approve Leaves of Absence
- Approve Part-time Hourly New Hires/Rehires
- Approve Non-paid Instructors of Record
- Approve Non-paid Intern Services

### 6.2 Classified Personnel

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

- Approve Hourly Ongoing to Contract Assignments
- Approve Temporary to Contract Assignments
- Approve Professional Growth Increments
- Approve Out of Class Assignments

6.2 Classified Personnel (cont.)

- Approve Return to Regular Assignments
- Approve Changes in Position
- Ratify Resignations/Retirements
- Approve New Appointments
- Approve Temporary to Hourly Ongoing Assignments
- Approve Temporary Assignments
- Approve Additional Hours for Ongoing Assignments
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Instructional Associates/Associate Assistants
- Approve Community Service Presenters and Stipends
- Approve Student Assistant Lists

6.3 Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to Continuing Education Faculty Association (CEFA)

It was moved Mr. Labrado and seconded by Mr. Hanna to receive and file the district's initial bargaining proposal to CEFA and schedule a public hearing for April 9, 2018. Discussion ensued. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Ms. Mendoza.

Since board members have received candidates' information for the California Community College Trustees Board of Directors, Mr. Hanna asked that the candidates for the CCCT 2018 board be asked the following questions prior to board members' voting for the candidates:

- Do you support Deferred Action for Childhood Arrivals (DACA) students?
- Do you support the baccalaureate degree pilot programs being offered at California community colleges?

7.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on Monday, April 9, 2018.

There being no further business, Ms. Mendoza declared the meeting adjourned at 6:11 p.m.

Respectfully submitted,

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Raúl Rodríguez, Ph.D.  
Chancellor

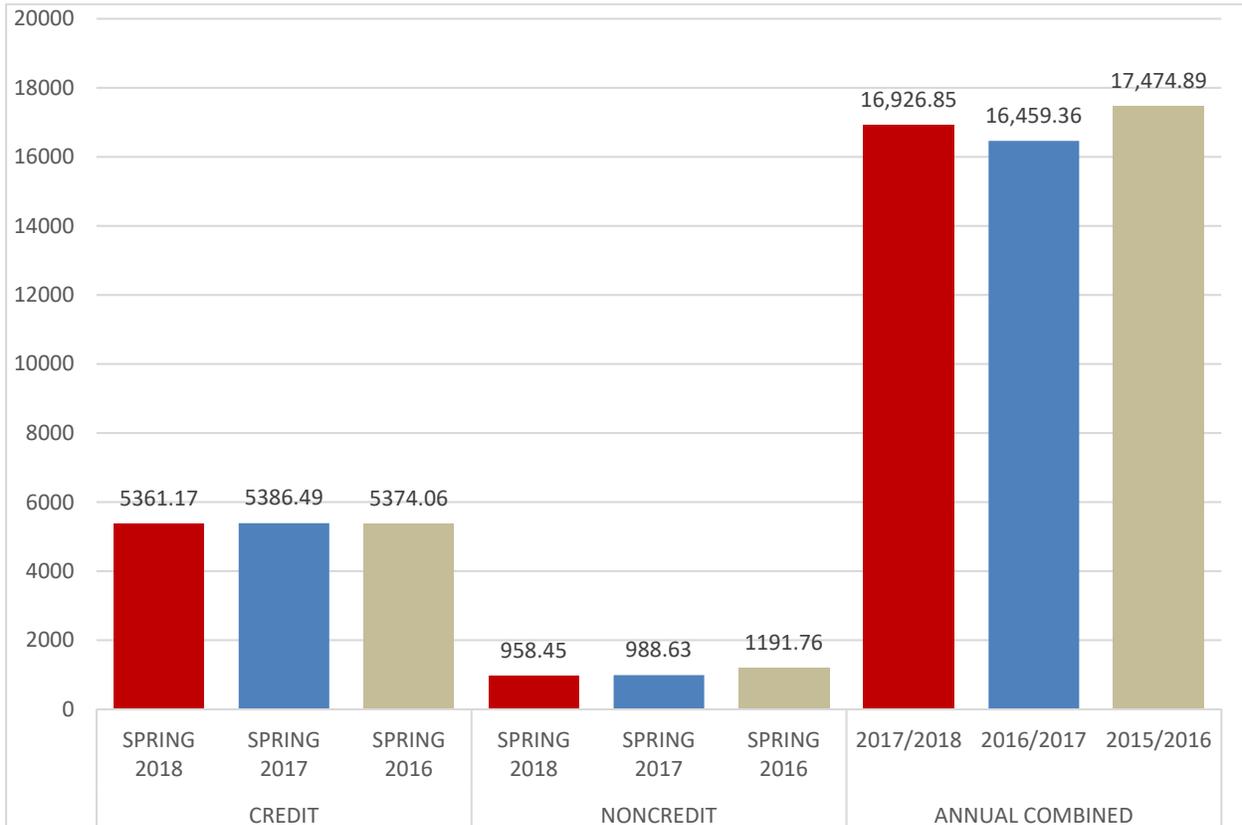
Approved: \_\_\_\_\_  
Clerk of the Board

Minutes approved: April 9, 2018



## SAC 2018 SPRING ENROLLMENT SNAPSHOT

Date: 03/22/18



### PROJECTED FTES

TERMS	2017/2018	DIFF	PCT
CREDIT SPRING TARGET*	7,302		
CREDIT SPRING PROJECTION*	7,050	-252	-3%
NONCREDIT SPRING TARGET	2,275		
NONCREDIT SPRING PROJECTION	2,039	-236	-10%
COMBINED ANNUAL TARGET	20,407		
COMBINED ANNUAL PROJECTION	19,615**	-792	-4%

#### SOURCES:

Executive Dashboard

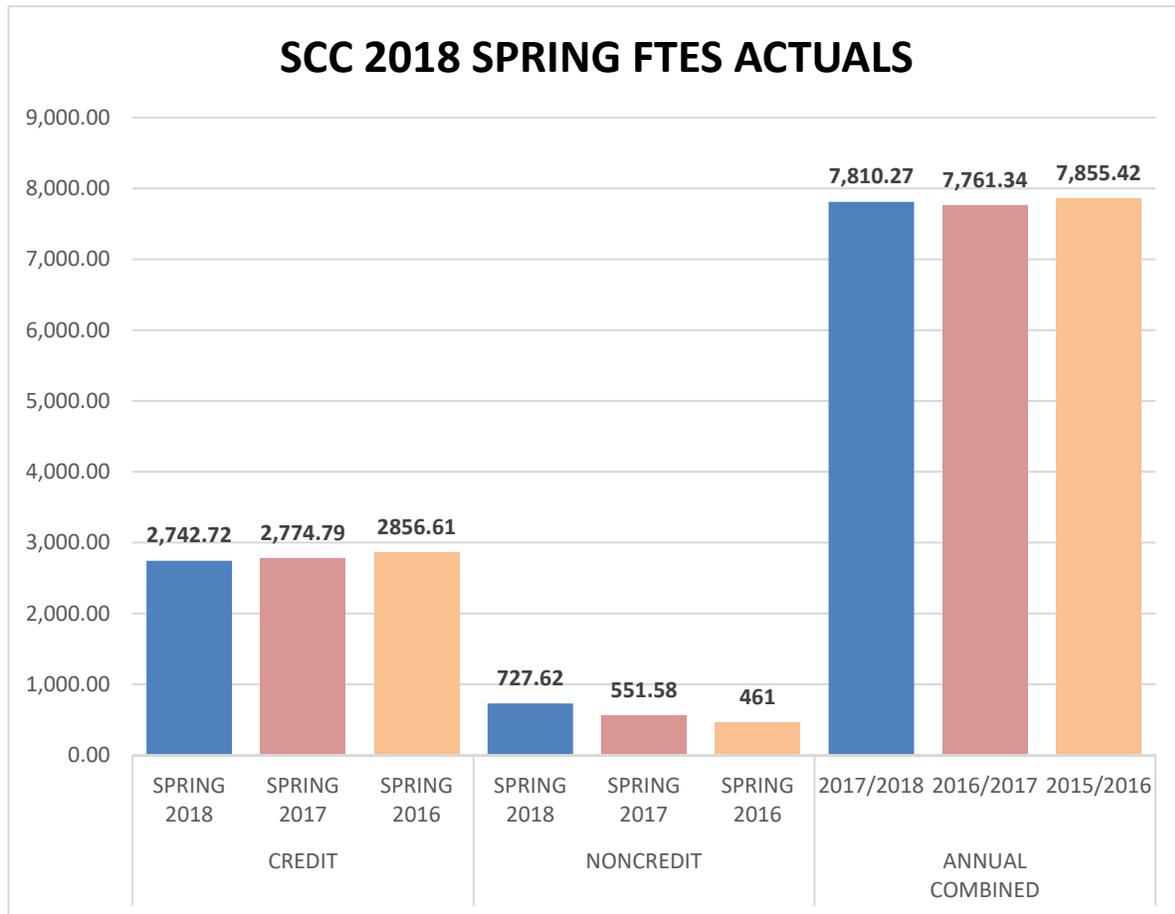
\*Includes Intersession

\*\*Does Not Include Summer Borrow

# SCC 2018 SPRING ENROLLMENT SNAPSHOT



3/23/2018



## PROJECTED FTES

TERMS	2017/2018	DIFF	PCT
CREDIT SPRING TARGET	2814		
CREDIT SPRING PROJECTION	2769	-45	-1.6%
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****Santa Ana College –Student Services**

To:	Board of Trustees	Date: April 9, 2018
Re:	Approval of Academic Talent Search Residential Program Contract with UCLA 2018	
Action:	Request for Approval	

**BACKGROUND**

The Santa Ana College Academic Talent Search program is funded by the U.S. Department of Education. A major goal of the Academic Talent Search program is to help high school student participants become more academically competitive for acceptance to four-year universities. One of the strategies to meet this goal has been the annual Summer Academy held at Santa Ana College that includes university campus visits. This year, funding allows for a more extensive university experience. Thirty rising high school seniors will participate in our Senior Summer Academy that will include test prep classes, a variety of workshops and speakers. In addition, this two-week program will culminate with a two-night stay at UCLA, with sleeping accommodations provided, along with meals, campus tours, and all students will attend an admissions presentation.

**ANALYSIS**

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

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the Academic Talent Search Residential Program contract with UCLA for 2018 as presented.

Fiscal Impact:	Not to exceed \$6,000 (grant funded)	Board Date: April 9, 2018
Prepared by:	Arnulfo Cedillo, Ed.D., Interim Vice President Student Services Alicia Kruizenga, Dean, Student Affairs, Santa Ana College	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

**CONFERENCE AGREEMENT**  
**Santa Ana College**  
**JUNE 28, 2018 - JUNE 30, 2018**

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

**SECTION ONE — DESCRIPTION OF THE CONFERENCE/EVENT**

<b>Today's Date:</b>	February 2, 2018	<b>Post Meeting As:</b>	Santa Ana College Academic Talent Search Program 2018
<b>Contact:</b>	Marco A. Ramirez	<b>Res ID:</b>	SAC8B
<b>Title:</b>	Program Director	<b>Sales Contact:</b>	Aubrey Sendra
<b>Organization:</b>	Santa Ana College	<b>Phone:</b>	(310) 825-5305
<b>Address:</b>	1530 W 17th Street Santa Ana, CA 92706	<b>Fax:</b>	(310) 206-7122
		<b>Email:</b>	asendra@ha.ucla.edu

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

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

**SIGNED AGREEMENT MUST BE E-SIGNED/PDF/FAX OR DELIVERED TO THE UCLA CONFERENCES & CATERING DEPARTMENT NO LATER THAN 4/1/2018.**

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

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**SECTION TWO — GROUP ROOM RESERVATIONS**

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

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

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

Room	Single Rate	Double Rate	Triple Rate
Sproul Landing / Cove	\$ 128.00	\$ 171.00	\$ 204.00

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

	Thu 06/28	Fri 06/29	Sat 06/30
Sproul Landing / Cove Double Occupancy Rooms	15	15	Check-out

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

**Please initial in this space that Santa Ana College has read and fully understands that the financial commitment amount due to UCLA Conference Services is a minimum of \$ 4,617.00. This amount is based on the package rate commitment only (room rate x total room nights x ninety percent (90%) as stated in the Attrition Clause (Section 5). This amount does not reflect any additional charges that may be incurred or associated with this conference/event. In the event of a cancellation, the Attrition Clause is no longer applicable but rather the terms and conditions stated in the Cancellation Clause (Section 5).**

**Santa Ana College Representative (Director/Chief Financial Officer (initialhere))\_\_\_\_\_**

**ROOMING LIST:** A Rooming List must be submitted in the designated format no later than five (5) business days prior to JUNE 28, 2018. This list must be legible and include the participants' first and last name, gender, roommate preference (if applicable) and any early arrivals or late departures outside of the contracted event dates. Reasonable changes such as additions, cancellations and corrections to the Rooming List may be made without additional charge at the discretion of UCLA Conference Services. UCLA Conference Services reserves the right to charge a penalty fee of \$250.00 for any late rooming lists or one submitted that is not considered final and requires an unreasonable amount of changes.

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

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

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

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### SECTION THREE —FOOD & BEVERAGE SERVICES

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

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

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

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

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

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

Please go to <http://catering.ucla.edu> for more information such as menu selections and policies, procedures and guidelines for ordering. Catering services should be ordered a minimum of twenty (20) business days prior to the



Group's desired event date. All catered events must be paid prior to arrival and will be part of the Prepayment as stated in Section 4 of this Agreement.

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

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

**SECTION FOUR – DEPOSITS/ADVANCE PAYMENT/BILLING:**

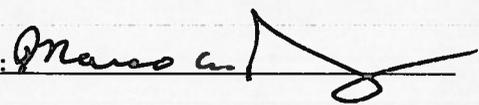
**DEPOSIT:** In order to secure sleeping room accommodations and/or meeting space, UCLA Conference Services requires a non-refundable deposit of:

Deposit Amount	Due Date
\$5,130.00	May 1, 2018

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

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

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

NAME: Marco Ramirez SIGNATURE: 

NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

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

**BILLING:** The Group will receive a detailed Master Bill approximately fifteen (15) business days from the Group's departure date. The Group should contact UCLA Conference Services' Accounts Receivable Office within ten (10) business days with any invoice questions or disputes. The invoice will be considered accurate and final if not disputed within the ten (10) day period. Payment of undisputed amounts is due within thirty (30) business days of receipt of

invoice. If payment is not received within thirty (30) days, late charges will be accrued monthly at an interest charge of the lesser of 18% per annum or the highest amount allowed by law.

**SECTION FIVE — ATTRITION CHARGES/CANCELLATION**

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

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

**Santa Ana College Representative (Director/Chief Financial Officer (initialhere))\_\_\_\_\_**

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

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

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

**Santa Ana College Representative (Director/Chief Financial Officer (initialhere))\_\_\_\_\_**

**SECTION SIX — MISCELLANEOUS**

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

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

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

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

**UCLA NAME:** Unauthorized use of the name "University of California Los Angeles," in any form, including the term "UCLA" is prohibited. All promotional materials for the Group's conference must be approved by UCLA Conference Services. The following constitutes uses by the Group of the name "University of California Los Angeles" or "UCLA" that are acceptable to UCLA for the purpose of citing the location of the Santa Ana College Academic Talent Search Program 2018 to be held on the campus of UCLA from JUNE 28, 2018 - JUNE 30, 2018. Any references to the "University of California Los Angeles" and to "UCLA" as to the site of the conference/program must meet with the language below:

1. Santa Ana College Academic Talent Search Program 2018 at UCLA  
[or "at the University of California Los Angeles"]
2. Santa Ana College Academic Talent Search Program 2018 will take place in Los Angeles on the University of California Los Angeles campus (UCLA).

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

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

**FILM PERMITS:** The Group is permitted to photograph or otherwise record an event at UCLA venues for non-profit news coverage, training, educational, membership and/or archival use only. The Group must obtain the University's prior written approval and follow guidelines delineated in the UCLA Photography, Motion Picture, and Television

Permit. The Group must contact UCLA Events Office via the Center to obtain the permit. The Group's photographers must carry a copy of UCLA's film permit with them at all times.

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

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

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

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

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

**RIGHT OF CENTER TO TERMINATE:** The University shall have the right to terminate this Agreement in writing at any time in the event that the Group has materially breached any provisions of this Agreement, in which case UCLA Conference Services may terminate this Agreement in whole or part and the Group will be liable for any and all damages incurred by University, including without limitation all payments pursuant to Section Five above. By way of example and not limitation, false information provided by the Group to UCLA Conference Services regarding the Group's financial status, its activities, or purpose shall constitute a material breach justifying termination.

**DISPUTE RESOLUTION:** UCLA Conference Services and the Group agree to use good faith to resolve any disputes under this Agreement through informal means. In the event that formal action must be taken, this Agreement will be

interpreted in accordance with the laws of California and the exclusive venue for any dispute arising out of this Agreement shall be the County of Los Angeles. The prevailing party to any litigation shall be entitled to recover, in addition to damages, all legal costs and reasonable attorney fees as fixed by the Court, both at the trial and appellate levels, and in any bankruptcy case and post judgment proceedings. To the extent allowed by the law, the parties hereto hereby waive the right to a jury trial in any action or proceeding regarding this agreement.

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

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

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

Insurance Requirements per occurrence:

<b>Per occurrence:</b>	<b>\$1,000,000.</b>
<b>Sexual Abuse &amp; Molestation</b>	<b>\$1,000,000.</b>
<b>Sexual Abuse &amp; Molestation Aggregate:</b>	<b>\$2,000,000.</b>
<b>Personal &amp; Advertising Injury:</b>	<b>\$1,000,000.</b>
<b>General Aggregate:</b>	<b>\$2,000,000.</b>

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

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

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

**FORCE MAJEURE:** If either party is delayed, interrupted, or prevented from the performance of this Agreement thereunder by reason of an act of nature, fire, flood, war, public disaster, strikes or labor difficulties, governmental enactment, regulation or order, civil tumult, epidemic, or any other cause beyond its control, such party shall not be liable to the other therefore, except, however, that the Group shall remain liable for all non-cancelable costs paid and/or contracted by UCLA Conference Services before the event that occasioned the delay, interruption, or prevention. Non-cancelable costs are defined as third party costs if any for services already rendered or items already consumed.

**RELATIONSHIP:** The persons signing this Agreement for UCLA Conference Services and the Group each warrants that they are authorized to bind UCLA Conference Services and the Group, respectively. Any provision of this

Agreement that is deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well as to comply with the provisions of this Agreement.

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

**ACCEPTANCE OF AGREEMENT**

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

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

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

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

**Senior Management (DA156.23):**

**Director/Chief Financial Officer:**

<b>Signature:</b>	<b>Signature:</b>
Printed Name: Samantha D. Chan, CMP	Printed Name:
Title: Director - Conferences, Catering & Marketing	Title:
Date:	Date:

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

To: Board of Trustees	Date: April 9, 2018
Re: Approval of Memorandum of Understanding with Mater Dei High School	
Action: Request for Approval	

**BACKGROUND**

Mater Dei and Santa Ana College would like to enter into an agreement that will allow Santa Ana College to offer Dual Enrollment courses on Mater Dei's campus, located in Santa Ana. Santa Ana College would like to expand its dual enrollment offerings beyond Santa Ana Unified School District and partner with all Santa Ana schools. Mater Dei High School is known as an innovative high school that offers advanced educational opportunities to its students. Mater Dei's willingness to partner with Santa Ana College will expose their students to college courses early and introduce them to Santa Ana College.

**ANALYSIS**

The Mater Dei High School Dual Enrollment Agreement with Santa Ana College allows SAC to offer IGETC classes on Mater Dei's campus during their school day. All courses offered will be part of the IGETC plan or a certificated program allowing Mater Dei students to earn UC/CSU transferable credits or a certificate while still in high school.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the Memorandum of Understanding with Mater Dei High School as presented.

Fiscal Impact: None	Date: April 9, 2018
Prepared by: Arnulfo Cedillo, Ed.D., Interim Vice President, Student Services Alicia Kruienza, Dean, Student Affairs	
Submitted by: Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

**DUAL ENROLLMENT AGREEMENT  
BETWEEN  
SANTA ANA COLLEGE  
AND  
MATER DEI HIGH SCHOOL**

This agreement (hereinafter "Agreement") is entered into on the Fall 2018, by and between Mater Dei High School (hereinafter "Mater Dei") and the Rancho Santiago Community College District (hereinafter "RSCCD"), on behalf of Santa Ana College (hereinafter "SAC") for the establishment of a dual enrollment program and use of Mater Dei facilities.

**RECITALS**

WHEREAS, Mater Dei and SAC have established a successful history of collaboration and mutual support to provide students and local communities with exceptional educational programs and activities; and

WHEREAS, Mater Dei continues to find ways to broaden advanced educational opportunities for students including college preparatory and college credit courses; and

WHEREAS, Mater Dei desires to offer students the opportunity for dual enrollment; and

WHEREAS, SAC is willing to offer college courses on the Mater Dei campus, which will benefit Mater Dei students by providing a convenient location and schedule; and

WHEREAS, all of the terms between the parties shall be set forth in this Agreement;

NOW, THEREFORE be it resolved that SAC and Mater Dei agree to work together to afford current Mater Dei students the opportunity to enroll in dual enrollment courses in order to expand access to affordable higher education, provide challenging academic and career preparatory experiences to qualified high school students, and enable students to earn simultaneous college credit and meet high school graduation requirements:

1. Use of Facilities. SAC shall have use of appropriate classroom facilities located on the Mater Dei campus beginning on Fall 2018, to be used for the purpose of offering dual enrollment credit courses through concurrent enrollment in credit SAC courses.
2. Scheduling. No later than February of each year, the SAC President and the Mater Dei Head of School shall each designate a representative to review the availability of facilities for the following academic year and potential course offerings.
3. Financial Commitments.
  - a. Instructional Staff. SAC will be the employer of record for the purposes of instructor compensation, assignment monitoring, and reporting to the Orange County Department of Education and other responsibilities pursuant to state and federal law, including but not limited to, provision of worker's compensation coverage, payroll taxes, and STRS employer contributions.

- b. Equipment and supplies. Mater Dei will be responsible for books and other supplies (whiteboard, markers, copying, etc.) and equipment (laptop, overhead projector, etc.) associated with the SAC classes.
  - c. Use of Facility. Mater Dei agrees to allow SAC access to classroom space for the express purpose of offering dual enrollment courses at Mater Dei and to waive any applicable use of facilities fees.
  - d. Safety/Security. Mater Dei will be responsible for the direct costs of safety, security, and supervision of the Mater Dei campus during the hours of SAC class operation.
  - e. Should courses be taught by SAC faculty, either before or after school at Mater Dei facilities, then the course will be open to Mater Dei students and the public at large. Classes under this agreement will be reported for state apportionment.
4. Program Management. SAC and Mater Dei will cooperate with respect to elements of program management.
- a. SAC and Mater Dei will jointly select dual enrollment courses for transfer, career and technical education, and high school achievement.
  - b. SAC designated coordinator will work with the appropriate SAC academic division to secure the correct SAC faculty for the courses to be offered on the Mater Dei campus.
  - c. SAC designated coordinator will work with Mater Dei lead staff to facilitate enrollment of students and will work with SAC Admissions & Records office to ensure correct student records are maintained.
  - d. SAC faculty will adhere to course requirement, standards, learning materials, and all other SAC standards, policies, expectations, and systems.
  - e. SAC courses offered at the Mater Dei campus will adhere to SAC scheduling practices and the annual academic calendar. Exceptions may be made with the approval of the SAC Vice President of Academic Affairs.
  - f. Student withdrawal dates/policies will be consistent with existing SAC adopted policies and calendars.
  - g. Academic advising of Mater Dei students enrolled in SAC courses will be the joint responsibility of SAC and Mater Dei.
  - h. Dual enrollment courses completed by Mater Dei students will be identified on both the college and high school transcripts in the standard format and will not be identified as dual enrollment.
5. Admissions, Tuition, Textbooks, and Fees
- a. All Mater Dei students enrolled in SAC coursework under this agreement will have their enrollment fees waived under SAC concurrent enrollment policies provided they are California residents.

- b. In order to earn college credit, Mater Dei students will still be responsible for paying a Health Fee of \$19 and a \$2 student representation fee per term. It is the student's responsibility to pay before the end of the semester or else a hold will appear on the student's record.
  - c. SAC and Mater Dei will be jointly responsible for providing matriculation services for students enrolling in the dual enrollment program classes on the Mater Dei campus.
  - d. Mater Dei will provide the books and materials for the SAC dual enrollment courses.
6. Parking. Parking spaces will be provided to SAC staff at the Mater Dei campus as needed for site visits or teaching as necessary.
7. Permits, Rules, and Regulations. SAC shall not be required to acquire any permit or facility use approvals at Mater Dei.
8. Indemnification. Mater Dei agrees to defend all claims of loss and to indemnify and hold harmless RSCCD and its officers, agents, employees and volunteers from any and all liability for personal injury, damages, wrongful death, or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of Mater Dei or its officers, employees, volunteers or agents in the performance of this agreement.

RSCCD agrees to defend all claims of loss and to indemnify and hold harmless the Mater Dei, and the officers, employees, and agents of each of them from any and all liability for personal injury, damages, wrongful death, or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of RSCCD or its officers, employees, or agents in the performance of this Agreement.

9. Insurance. Mater Dei and RSCCD shall secure, provide documentation to the other upon request, and maintain at all times during the Term of the Agreement, each at their respective sole expense, the following insurance coverage forms covering both themselves and their respective employees:

Professional General Liability Insurance. Such coverage maintained by Mater Dei and RSCCD may each be afforded via commercial insurance (with AM Best rating of A, VII or higher), self-insurance, a captive, or some combination thereof, at the minimum limits indicated herein. Such coverage shall be primary and non-contributory.

Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows: Each Occurrence \$1,000,000, General Aggregate \$3,000,000

Business Automobile Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of no less than one million dollars (\$1,000,000) per occurrence.

Workers' Compensation and Employers' Liability Insurance. Such coverage provided by Mater Dei and RSCCD each may be afforded via commercial insurance or self-insurance.

Should any of the above-described policies be cancelled before the expiration thereof, 30-days written notice shall be delivered to the other party.

10. No Personal Liability. It is expressly understood and agreed that no personal liability whatsoever attaches to any members of the Board of Mater Dei or of RSCCD, nor any of the officers or employees thereof by virtue of this Agreement.

11. Term. Upon signature by both parties this Agreement shall be in effect through June 30, 2020 and shall include the option to extend this partnership annually if both parties agree. Either party may terminate this Agreement by giving ninety (90) days advance written notice thereof to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this dual enrollment Agreement as of the day and year first above written.

**RANCHO-SANTIAGO COMMUNITY COLLEGE DISTRICT**

**MATER DEI HIGH SCHOOL**

\_\_\_\_\_  
RSCCD Board of Trustees Approval Date

\_\_\_\_\_  
Mater Dei Board of Trustees Approval Date

\_\_\_\_\_  
PETER J. HARDASH Vice Chancellor  
RSCCD Business Operations/Fiscal Services

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

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

To:	Board of Trustees	Date: April 09, 2018
Re:	Approval of New Education Affiliation Agreement with Canyon Ridge Hospital	
Action:	Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

This new education affiliation agreement covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This new education affiliation agreement shall be effective for three (3) years or until termination by written notice of either party. Dr. Simon B. Hoffman and college staff have reviewed this new education affiliation agreement. It carries no costs or other financial arrangements.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this new education affiliation agreement with Canyon Ridge Hospital, located in Chino, California as presented.

Fiscal Impact:	None	Board Date: April 09, 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	

## **EDUCATION AFFILIATION AGREEMENT**

THIS AGREEMENT is made and entered into this 9th day of April, 2018, by and between Rancho Santiago Community College District on behalf of Santa Ana College (“District”) and Canyon Ridge Hospital (“Facility”).

### **RECITALS**

WHEREAS, District desires to provide appropriate clinical learning experiences to its students in its clinical programs (“Students”);

WHEREAS, the parties mutually desire to advance student training and education, and assist in meeting the demand for health care personnel, and to make available better health services to patients in the community; and

WHEREAS, it is deemed advisable and in the best interests of the parties to establish an affiliation for the purposes of carrying out these objectives.

NOW, THEREFORE, for and in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **AGREEMENT**

#### **I. Mutual Responsibilities**

- A. **Assignment of Students.** Students subject to this Agreement are assigned to Facility by District for the purpose of developing the Student’s clinical competence (knowledge, procedures/skills, clinical problem solving, and professional attitudes and behaviors).
- B. **Schedule of Assignments.** Prior to the initiation of any program for Students, the District shall provide information to the Facility concerning the number of Students, possible dates of assignment, the names and pertinent information about the Students, and the objectives for Students’ clinical education experience. The Facility and District shall jointly plan the schedule of student assignments to Facility, including the number of Students, the hours of attendance, and the schedule of activities at the Facility. Facility shall determine the maximum number of Students accepted by Facility for assignment to a clinical area.
- C. **Designated Representative.** The Facility and District shall each appoint a designated representative to coordinate the clinical education experience, and to work with the District’s instructors and Students to facilitate a meaningful experience.
- D. **Changes in Curriculum, Program and Staff.** Each party shall keep the other informed of changes in curriculum, program and staff which may affect the clinical education experience. Representatives of both parties shall meet periodically to review the program, and to make such suggestions and changes as needed.

E. **Compliance with Applicable Laws.** The parties shall in the performance of this Agreement comply with all applicable laws, rules, regulations, and policies affecting agreements of this nature.

F. **Nondiscrimination.** Each party agrees that it will not discriminate against any Student in violation of any applicable Federal, State or Municipal laws on the basis of sex, race, religion, national origin, disability or veteran status, or other protected classification.

G. **Relationships Between Facility, District and Students.**

1. **Independent Entities.** This Agreement shall not be construed to create a general partnership, joint venture or any other organizational combination of the parties, nor shall it authorize either party to act as an agent for, or bind the other party in any manner. Facility and District shall be and remain independent entities with respect to the performance of their respective duties and obligations hereunder. There will be no payment of charges or fees between District and Facility.

2. **Students.** The parties acknowledge that the Students of the District are fulfilling specific requirements for their educational or clinical experience as part of a degree and therefore, the Students of the District are not to be considered employees of either the District or the Facility, regardless of the nature or extent of the acts performed by them, for the purposes of Worker's Compensation, employee pay or benefit programs, or any other purpose. The Facility shall not pay any remuneration or wages to any Student.

H. **Right to Withdraw Student from Program.**

1. **By District.** District may withdraw a student from the program at any time, upon written notice to the Facility.

2. **By Facility.** Facility will have the right to take immediate temporary action to correct a situation where a student's actions endanger patient care or where, in the sole discretion of the Facility the Student's work, conduct, or health is deemed detrimental to patients or others. As soon as possible thereafter, Facility will notify the District of the action taken. All final resolutions of the Student's academic status in such situations will be made solely by the District after reviewing the matter and considering whatever factual information the Facility provides for the District; however, Facility reserves the right to terminate the use of its facilities by a particular Student where necessary to maintain its operation free of disruption and to ensure quality of patient care.

I. **Inspection of Records.** In accordance with the Social Security Act and Regulations thereunder or as otherwise provided by law, District, Facility, third party payors, the Secretary of Health and Human Services, and the Comptroller General, and their authorized representatives, shall have access to all data and records relating to the nature and extent of costs and services provided under this Agreement for a period of four (4) years after the furnishing of such services, or for such other period of time as may be required by law. When any of the requirements of this Agreement are provided by subcontract with a value of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period or when otherwise required by law, the right to access to all books and records pertaining to the services shall be included in each subcontract.

## **II. District Responsibilities**

- A. District will provide the names and information pertaining to relevant education and training for all Students enrolled in the clinical education program within a reasonable time before the beginning date of the clinical education program. District is responsible for supplying any additional information required by Facility as set forth in this Agreement, prior to the arrival of Students. District will notify Facility in writing of any change or proposed change in a Student's status.
- B. District will assign only those Students who have satisfactorily completed those portions of District curriculum that are prerequisite to Program participation.
- C. District shall advise each affiliating Student of the need to obtain criminal background and child abuse clearance checks prior to assignment to the Facility, and will provide verification of those checks to Facility.
- D. Liability Insurance. District shall, at all times during the term of this Agreement, maintain the following insurance coverage for itself and its employees and agents:
1. Professional liability insurance coverage, with a minimum of \$1,000,000 each occurrence and a minimum of \$3,000,000 in the annual aggregate, applying to professional acts and services as defined and required by this Agreement; and
  2. Commercial general liability insurance coverage, naming Facility as additional insured, with a minimum of \$1,000,000 each occurrence, \$1,000,000 in the annual aggregate, applying to bodily injury, property damage, and liability assumed under any contract. General liability insurance coverage may be satisfied by a combination of primary and excess or umbrella coverage.

The above coverage amounts shall be the actual indemnity coverage limit and shall not be reduced by any expense or costs of litigation including attorney's fees. In the event that such insurance is purchased on a "claims-made" basis, upon termination of this Agreement, District shall either purchase extended reporting period endorsement ("tail") insurance coverage or continue the claims made policy for services rendered during the term of this Agreement in an amount equal to and otherwise upon the same terms identified herein.

District shall provide Facility with Certificates of Insurance, evidencing the insurance coverages listed above, ten (10) days prior to the start of this Agreement and thereafter upon renewal or replacement of each coverage. The required insurance shall not contain any exclusions or endorsements, which are not acceptable to Facility. Facility shall have the right to terminate this Agreement upon written notice to District for any breach of this section.

Failure of Facility to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Facility to identify a deficiency from evidence that is provided shall not be construed as a waiver of District's obligation to maintain such insurance.

**E. Representations and Warranties.**

1. District represents that each person performing the services under this Agreement (1) has been educated and trained consistent with applicable regulatory requirements and Facility policy; (2) is appropriately licensed, certified or registered, as applicable, to provide the services as contemplated herein; and (3) has appropriate knowledge, experience and competence as are appropriate for his or her assigned responsibilities as required by Facility. If District's personnel will be on site at Facility's premises, then District additionally represents that it evaluates each student's performance and each person performing services under this Agreement (1) has been oriented to Facility policies and procedures; (2) has verified the person's health status as required by his or her duties in providing the services under the Agreement and as required by all applicable laws and regulations (collectively, "Law") and advised each student that they must provide proof of immunizations directly to the Facility; (3) has performed criminal background checks and/or pre-employment verification of convictions for abuse or neglect when required by Law; and (4) has evaluated and reviewed each person's references, when applicable. District shall provide Facility with evidence of compliance with this paragraph upon request.
2. District also represents and warrants to Facility that neither District nor any person providing services on behalf of District is a "Sanctioned Provider" meaning that neither District nor such representatives (i) is currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs, including but not limited to Medicare, Medicaid or TRICARE, as defined in 42 USC § 1320a-7b(f) (the "Federal health care programs"); (ii) is convicted of a criminal offense related to the provision of health care items or services and has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; and (iii) is under investigation or otherwise aware of any circumstances which may result in District or any person providing services on behalf of District being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term and District shall immediately notify Facility of any change in the status of the representation and warranty set forth in this Section. Any breach in this representation shall be cause for Facility to terminate this Agreement immediately.
3. District further represents and warrants that no physician who is or may be a referral source to Facility (as said term is defined at 42 U.S.C. section 1395x(r) nor any "immediate family member" of a physician owns or holds and "ownership or investment interest" in District. For purposes of the preceding sentence, the term "immediately family member" shall have the meaning described in 42 C.F.R. section 411.351 and the term "ownership or investment interest" shall have the meaning described in 42 U.S.C. section 1395nn(a)(2).

- F. Confidentiality of Patient Information (HIPAA Requirements).** District shall ensure that its Students, faculty members, and staff members agree to protect to the fullest extent required by law the confidentiality of any patient information generated or received by them in connection with their clinical experience, including those laws and regulations governing the use and disclosure of individually identifiable health information under Federal law, specifically 45 CFR parts 160 and 164.

1. District shall require each student, faculty member, and staff member who participates in the program to sign a patient confidentiality agreement which the Facility will provide.
2. District further specifically acknowledges that in receiving, storing, processing, or otherwise handling any records of Facility patients, District, its Students, faculty members, and staff may be bound by Federal laws governing addictive disease patients, including 42 C.F.R. Part 2.
3. District agrees that, if necessary, it will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by law.
4. District's obligation to maintain the confidentiality of Facility patient information shall survive termination of this Agreement.
5. Solely for the purpose of defining the student's role in relation to the use and disclosure of Facility's protected health information, such Student's are defined as members of the Facility's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this agreement. However, such Students are not and shall not be considered to be employees of the Facility. District will notify each student of his or her status and responsibilities pursuant to this Agreement.

G. **Confidentiality of Facility Information.** District understands and agrees that in connection with this Agreement, District and its Students may acquire competitively sensitive information which is neither known to nor ascertainable by persons not engaged with Facility, and which may cause Facility to suffer competitively or economically if such information becomes known to persons outside of Facility. Such information may be in the form of trade secrets, or in the form of confidential information. Confidential information shall include, but not be limited to Facility's business and business development plans, patient or supplier lists. Consequently, except as provided in this paragraph or otherwise required by law, District agrees not to directly or indirectly use or disclose to any individual or entity any Confidential Facility information at any time. If required by District's duties under this Agreement and with the consent of Facility, District may disclose information relating to the operations of the Facility to members of the medical staff, state licensing agencies and the Joint Commission. District will not disclose information relating to the operations of the Facility to third-party reimbursement agencies (whether public or private) unless disclosure is required by this Agreement, applicable statutes or regulations, or the terms of applicable agreements for reimbursement.

H. **Publications.** District will prohibit the publication by the Students, faculty or staff members of any material relative to educational experience that has not been reviewed by the Facility, in order to assure that infringement of patient's rights to privacy is avoided. Any article written by a student must clearly reflect that neither the District nor Facility endorses the article, even where a review has been made prior to publication.

I. **Health Requirements.** District shall advise each affiliating student that they must receive and provide evidence of having received any immunizations and testing, or provide any records regarding relevant health conditions that may be required by Facility. District and the affiliating student shall, to the

extent of their respective knowledge, inform Facility of any special health problems or requirements any assigned student may have. District and/or potentially exposed student/faculty shall be responsible for further recommended testing or follow up. Student is further required to obtain and continue personal Health Insurance, at his/her own expense throughout the term of his/her participation in the Program.

- J. **Facility Policies, Rules, and Regulations.** District shall ensure that all Students and faculty members shall be familiar with and comply with the Facility's applicable rules, regulations, and policies. District will specifically cover with each Student his or her responsibility to:
1. Observe and respect all patient's rights, confidences, and dignity:
  2. Dress in appropriate attire for the clinical experience as established by the Facility, including name tags, if required: and
  3. Acknowledge that Facility will not be responsible for providing Students with health care, worker's compensation, or other benefits. Further, Students are required to obtain personal Health Insurance benefits for the duration of their participation in the Program at their own cost. In the event of an emergency, Facility agrees to provide Students with first aid emergency care, which expense shall be that of Students, not Facility.
- K. **Indemnification.** District shall indemnify and hold Facility harmless from and against any and all claims, liabilities, causes of action, losses costs, damages and expenses (including reasonable attorneys' fees) incurred by Facility as a result of any breach of this Agreement or any acts or omissions of District, its employees or agents.
- L. **Business Associate Agreement.** District shall not have access to Facility patients' PHI and, in the event this occurs, District shall execute Facility's standard Business Associate Agreement.

### **III. Facility Responsibilities**

- A. **Patient Care.** The Facility shall retain responsibility for patient care and Students shall not be used to replace Facility employees providing care.
- B. **Premises and Equipment.** Facility will make available to Students basic supplies and equipment necessary for care of patients or clients and the clinical education program. Within the limitation of facilities, Facility will make available office, library and conference space for Students, if applicable.
- C. **Staff Supervision.** The Facility shall provide staff supervision, in conjunction with the faculty from District, for the Students in the program.
- D. **Orientation.** The Facility shall provide Students with training or appropriate written orientation materials to assist Students in the clinical educational experience at Facility.
- E. **Student/Faculty Evaluation.** Facility will evaluate the performance of the Student on a regular basis using the evaluation form supplied by the District.

- F. **Emergency Services.** On any day when a Student is participating in the clinical education program at its facilities, Facility will provide to such Student necessary emergency health care or first aid for accidents occurring in its facilities. The Student will be responsible for the costs of all care.

#### IV. **Terms of Agreement**

- A. This Agreement shall commence upon full execution of the parties and shall remain effective for a term of three (3) years. Provided, however, that either party may terminate this contract upon thirty (30) days written notice at any time and for any reason.
- B. It is understood and agreed that the parties to this agreement may revise or modify this Agreement by written amendment when both parties agree to such amendment.
- C. In the event of termination before any participating student(s) has completed the then-current term, such student(s) shall be permitted to complete the then-current term subject to the applicable terms of this Agreement.

#### V. **Miscellaneous**

- A. **Severability.** The invalidity of any provision of this Agreement shall not affect the validity of any other provision.
- B. **Construction.** The parties acknowledge that each party hereto has contributed to the drafting of this Agreement and that the rule of construction that an instrument shall be construed against the drafting party shall have no application to this Agreement.
- C. **Notice.** All notices, demands, requests, or other communications required to be given or sent by District or Facility, will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed as follows:

**To District**

Debbie Hyman, OTR/L  
Academic Fieldwork Coordinator  
Occupational Therapy Assistant Program  
Santa Ana College  
1530 West 17th Street  
Santa Ana, CA 92706

**To Facility:**

Ramon Coronado, MSW, MPA  
Adjunct Faculty/Field Liaison  
California State University Long Beach  
School of Social Work  
1250 Bellflower Blvd, SSPA 148  
Long Beach, CA 90840-4602

- D. **Assignment.** This Agreement or any obligations thereunder shall not be subcontracted or assigned except to an affiliate or purchaser of Facility.

- E. **Governing Law.** This Agreement shall be construed in accordance with the laws of the state in which Facility is located.
- F. **Entire Agreement/Merger.** This Agreement sets forth the entire agreement between the parties and supersedes all prior or contemporaneous agreements or understandings (whether oral or written), if any, between the parties with respect to the subject matter of this Agreement.
- G. **Amendment.** No amendment to the Agreement shall be valid unless reduced to writing, signed by an authorized representative of each party.
- H. **Captions.** All heading or captions used in this Agreement are for ease of reference and will not alter or affect the meaning of any provision of this Agreement.
- I. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed original, but all of which together shall constitute one and the same agreement. Scanned, photocopied and facsimile signatures shall be deemed original signatures.
- J. **No Right of Third Parties.** Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors, legal representatives, nor is anything in this Agreement intended to relieve or discharge the obligations or liability of any third persons to any party to this Agreement, nor shall any provisions give any third person any right of subrogation or action over or against any party to this Agreement. Students described herein are specifically defined as and considered as third parties to this Agreement.
- K. **Waiver.** Neither the waiver by any of the parties hereto a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.
- L. **Arbitration.**
1. **Agreement to Arbitrate.** Any controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, shall be determined by arbitration in the County and State in which Facility is located, in accordance with the provisions of this Paragraph and the arbitration rules of the American Arbitration Association (“AAA”) in effect on the date of this Agreement by a single arbitrator who is selected as provided in Paragraph (b) below. The arbitrator shall base the award on this Agreement and applicable law and judicial precedent. The arbitration shall be governed by the substantive and procedural laws of the State in which Facility is located, applicable to contracts made and to be performed therein. The decision of the Arbitrator shall be binding upon the parties and enforceable in the courts of the State in which Facility is located. Each party shall equally bear the costs of Arbitration.
  2. **Selection of Arbitrator.** The arbitrator shall be mutually selected by the parties hereto and in the event the parties cannot agree on an arbitrator, then the arbitrator will be selected in accordance with the rules of the AAA in effect on the date of this Agreement.

3. Authority of Arbitrator. The arbitrator shall have the exclusive authority to decide the scope of issues to be arbitrated. Any challenge to the arbitrability of any issue related in any way to the matters or claims in dispute between the parties shall be determined solely by the arbitrator. Also, any challenge to the validity of this arbitration provision or any subpart thereof shall be determined and decided exclusively by the arbitrator.
4. Discovery; Arbitration Hearing. Notwithstanding any AAA discovery rules to the contrary discovery shall be limited to (1) the production, by all parties to the arbitration, to the other parties thereto of all documents and electronic or computer records relevant or pertaining to any of the matters at issue; and (2) to allow each party to the arbitration to take five depositions, none of which may last more than four hours (exclusive of breaks and adjournments). These limits may be relaxed only upon the express agreement of each of the parties to the arbitration and the arbitrator. Notwithstanding any AAA rule to the contrary, the parties hereby agree that once the evidentiary hearing commences, it shall continue day-to-day until completed, with the exception of Saturdays, Sundays and legal holidays. Otherwise, the evidentiary hearing can only be adjourned by agreement of all of the parties and of the arbitrator for a period of time agreed upon by all of them.

IN WITNESS WHEREOF, the parties hereunto set their hands, the day and year first above written.

FACILITY

 DISTRICT

By \_\_\_\_\_  
Chief Executive Officer

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

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

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****Santa Ana College – Academic Affairs Division**

To:	Board of Trustees	Date:	April 9, 2018
Re:	Approval of the Scope of Work with Dr. Al Solano Consulting for Guided Pathways Planning Support		
Action:	Request for Approval		

**BACKGROUND**

Santa Ana College is beginning the implementation of the Guided Pathways project. Considering the extent of the work necessary for successful implementation, advisement from an area expert is needed.

**ANALYSIS**

The Guided Pathways Core Team has identified Dr. Al Solano to provide the required capacity, scope of work, and framework from which a foundation be developed and built to support the work of the cross-functional design teams. Dr. Solano is a recognized expert in the field of integrative planning and guided pathways implementation. His expertise has been published by the RP Group (Research, Planning, Professional Development for California Community Colleges), the IEPI (Institutional Effectiveness Partnership Initiative) workgroup of the California Community Colleges Chancellor's Office, and his own Continuous Learner website, among others.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the Scope of Work with Dr. Al Solano Consulting for Guided Pathways Planning Support.

Fiscal Impact:	\$10,000	Board Date:	April 9, 2018
Prepared by:	Shelly Jaffray, Interim Vice President of Academic Affairs, SAC		
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College		
Recommended by:	Raul Rodriguez, Ph.D., Chancellor, RSCCD		



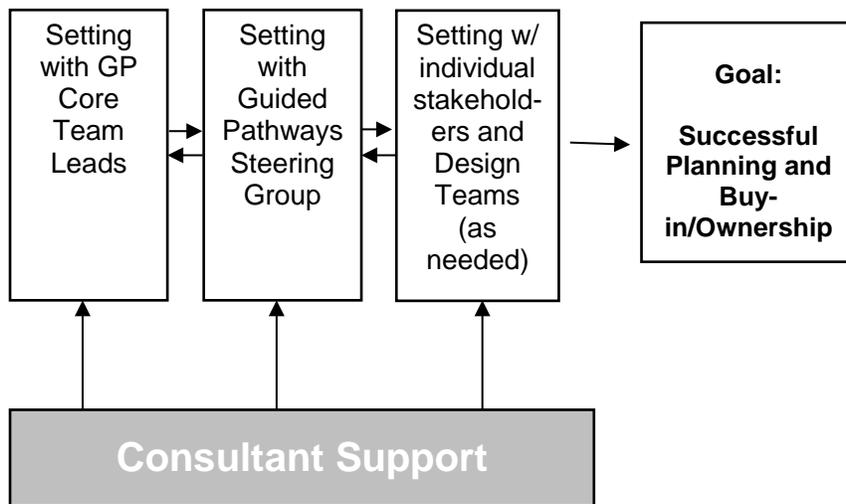
Dr. Al Solano Consulting  
**Scope of Work**

**Guided Pathways Planning Support**  
**April – September 30, 2018**

**Overview:**

Santa Ana College seeks to develop a planning process for Guided Pathways (GP) and has requested a proposal for services to facilitate planning for this effort.

The following describes the consultant process and framework for providing Guided Pathways support. As the process progresses, the activities will be refined and customized.



**Support services during April – September 30, 2018:**

**1. Setting with Guided Pathways Core Team Member leads.**

Content of Meeting: Create agenda for setting with the Guided Pathways Steering Group, monitor the buy-in/ownership process, problem solve issues as necessary, and plan activities.  
[Days: 5]

**2. Setting with Guided Pathways Steering Group.**

Content of Meeting: Facilitate the process by which Santa Ana College will plan Guided Pathways. Strategies include and are not limited to:

- continually develop a common language for Pathways that is specific to Santa Ana
- consensus –building exercises to solidify specific strategies for Guided Pathways planning and implementation

[Days: 3]



Dr. Al Solano Consulting

**3. Setting with Individual Key Stakeholders and/or Design Teams:**

Content of Meeting: In terms of individual stakeholders, the Leads and the facilitator will strategize how to best handle this setting on a case-by-case basis to ensure that concerns are addressed in a timely fashion.

[Days: 2]

**Other services included:**

Tools:

- Guided Pathways Design Team project management tool
- Guided Pathways Implementation Stages & Timeline tool
- Integrated Planning Model (Discover, Develop, Implement, Evaluate, Report) for Guided Pathways tool

**Investment:**

10 consultant days are estimated to provide the support described.

Daily Consultant Rate: \$1,000

Total Consultant Fee: \$10,000

Travel Expenses: Included

Invoices will be sent each month payable within 30 days.

**Total contract for April – September 30, 2018: \$10,000.00**

Agreed:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
 Alberto Solano  
 Owner/Consultant, Dr. Al Solano Consulting

\_\_\_\_\_  
Date

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

To:	Board of Trustees	Date: April 9, 2018
Re:	Approval of Proposed Addendum to the 2017 – 2018 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 2017. It includes two new courses that is 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 addendum to the 2017 – 2018 Santa Ana College Catalog.

Fiscal Impact:	None	Board Date: April 9, 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: April 9, 2018  
TO: Linda D. Rose, Ed.D., President  
FROM: Brian Sos, Ph.D., Chair of Curriculum and Instruction Council  
RE: Approval of Proposed Addendum to the 2017 – 2018 Santa Ana College Catalog

This memorandum is a summary of the proposed addendum 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 submission to the College Curriculum & Instruction Council where they are reviewed.

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. This process ensures consistency with the CSU, UC system, 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:

### **NEW COURSE**

Two (2) new course was approved because of new and/or expanded programs or major changes in the discipline.

\* (See Attachment #1)

**NEW COURSES**

**Credit**

Criminal Justice Academies 098-34D, Courthouse Operations  
Fire Academy 029, Public Safety Wellness and Fitness-Operation and Safety Training

**Non-Credit**

None

Rancho Santiago Comm Coll District

Board Meeting of 04/09/18

AP0020

Bank Code: 92 District Funds

Check Registers Submitted for Approval

Page: 1

Checks Written for Period 03/14/18 Thru 03/27/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
65748	General Fund Unrestricted	0.00	299.00	-299.00	92*0496291	92*0496291
66097	General Fund Unrestricted	118,781.19	0.00	118,781.19	92*0500872	92*0500899
66103	General Fund Unrestricted	103,821.78	0.00	103,821.78	92*0500939	92*0500956
66112	General Fund Unrestricted	3,591.36	0.00	3,591.36	92*0500984	92*0500985
66113	General Fund Unrestricted	978.65	0.00	978.65	92*0500997	92*0500997
66114	General Fund Unrestricted	308.00	0.00	308.00	92*0500998	92*0501014
66118	General Fund Unrestricted	18,081.44	8,764.86	9,316.58	92*0501028	92*0501047
66121	General Fund Unrestricted	33,142.42	0.00	33,142.42	92*0501061	92*0501078
66122	General Fund Unrestricted	47,347.38	0.00	47,347.38	92*0501085	92*0501106
66123	General Fund Unrestricted	1,215.00	0.00	1,215.00	92*0501117	92*0501117
66127	General Fund Unrestricted	12,338.15	0.00	12,338.15	92*0501135	92*0501158
66128	General Fund Unrestricted	1,413.46	675.76	737.70	92*0501163	92*0501177
66129	General Fund Unrestricted	40,655.59	0.00	40,655.59	92*0501180	92*0501205
66130	General Fund Unrestricted	17,079.58	0.00	17,079.58	92*0501206	92*0501213
66134	General Fund Unrestricted	27,790.20	0.00	27,790.20	92*0501249	92*0501259
66138	General Fund Unrestricted	237.19	0.00	237.19	92*0501266	92*0501270
66139	General Fund Unrestricted	981.30	0.00	981.30	92*0501279	92*0501282
66141	General Fund Unrestricted	81,266.66	0.00	81,266.66	92*0501287	92*0501292
66145	General Fund Unrestricted	201.59	0.00	201.59	92*0501299	92*0501300
66146	General Fund Unrestricted	56,214.34	0.00	56,214.34	92*0501302	92*0501323
66147	General Fund Unrestricted	3,451.88	0.00	3,451.88	92*0501325	92*0501346
66148	General Fund Unrestricted	1,950.24	0.00	1,950.24	92*0501349	92*0501358
66152	General Fund Unrestricted	8,832.05	0.00	8,832.05	92*0501386	92*0501396
66153	General Fund Unrestricted	34,720.65	0.00	34,720.65	92*0501399	92*0501425
<b>Total Fund 11 General Fund Unrestricted</b>		<b>\$614,400.10</b>	<b>\$9,739.62</b>	<b>\$604,660.48</b>		

Checks Written for Period 03/14/18 Thru 03/27/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
65920	General Fund Restricted	0.00	223.68	-223.68	92*0498374	92*0498374
65962	General Fund Restricted	0.00	126.28	-126.28	92*0499100	92*0499100
65987	General Fund Restricted	0.00	66.35	-66.35	92*0499414	92*0499414
66046	General Fund Restricted	0.00	5,980.00	-5,980.00	92*0500166	92*0500166
66097	General Fund Restricted	8,849.43	0.00	8,849.43	92*0500873	92*0500894
66098	General Fund Restricted	7,854.97	625.00	7,229.97	92*0500900	92*0500922
66103	General Fund Restricted	1,808.58	0.00	1,808.58	92*0500937	92*0500946
66104	General Fund Restricted	18,573.71	0.00	18,573.71	92*0500957	92*0500959
66105	General Fund Restricted	6,646.04	0.00	6,646.04	92*0500960	92*0500960
66106	General Fund Restricted	3,458.09	0.00	3,458.09	92*0500961	92*0500962
66107	General Fund Restricted	320.76	0.00	320.76	92*0500963	92*0500963
66108	General Fund Restricted	7.25	0.00	7.25	92*0500964	92*0500964
66109	General Fund Restricted	216.58	0.00	216.58	92*0500965	92*0500965
66110	General Fund Restricted	7,338.26	0.00	7,338.26	92*0500967	92*0500976
66111	General Fund Restricted	9,154.99	0.00	9,154.99	92*0500977	92*0500981
66112	General Fund Restricted	476.83	0.00	476.83	92*0500983	92*0500989
66113	General Fund Restricted	5,672.17	0.00	5,672.17	92*0500990	92*0500996
66118	General Fund Restricted	22,658.44	5,076.60	17,581.84	92*0501022	92*0501046
66121	General Fund Restricted	3,195.26	0.00	3,195.26	92*0501064	92*0501083
66122	General Fund Restricted	1,647.78	0.00	1,647.78	92*0501084	92*0501107
66123	General Fund Restricted	6,820.34	0.00	6,820.34	92*0501109	92*0501128
66127	General Fund Restricted	49,544.74	0.00	49,544.74	92*0501139	92*0501160
66128	General Fund Restricted	26,201.78	566.92	25,634.86	92*0501161	92*0501179
66129	General Fund Restricted	4,268.52	0.00	4,268.52	92*0501182	92*0501186
66130	General Fund Restricted	2,018.46	0.00	2,018.46	92*0501208	92*0501212
66131	General Fund Restricted	65,264.36	0.00	65,264.36	92*0501215	92*0501225
66133	General Fund Restricted	25,394.13	0.00	25,394.13	92*0501228	92*0501247
66134	General Fund Restricted	2,300.00	0.00	2,300.00	92*0501257	92*0501257
66138	General Fund Restricted	290.49	0.00	290.49	92*0501264	92*0501272
66139	General Fund Restricted	6,640.53	0.00	6,640.53	92*0501273	92*0501281
66141	General Fund Restricted	900.38	0.00	900.38	92*0501288	92*0501294
66144	General Fund Restricted	66.35	0.00	66.35	92*0501297	92*0501297
66145	General Fund Restricted	273.59	0.00	273.59	92*0501298	92*0501301
66146	General Fund Restricted	35,589.60	0.00	35,589.60	92*0501308	92*0501318
66147	General Fund Restricted	16,430.85	0.00	16,430.85	92*0501326	92*0501348
66148	General Fund Restricted	39,160.61	0.00	39,160.61	92*0501351	92*0501373
66152	General Fund Restricted	13,073.82	0.00	13,073.82	92*0501378	92*0501397
66153	General Fund Restricted	17,913.11	0.00	17,913.11	92*0501398	92*0501423
66154	General Fund Restricted	76,032.07	0.00	76,032.07	92*0501427	92*0501437

**Total Fund 12 General Fund Restricted**

**\$486,062.87    \$12,664.83    \$473,398.04**

Checks Written for Period 03/14/18 Thru 03/27/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66097	GF Unrestricted One-Time Func	309.26	0.00	309.26	92*0500875	92*0500875
66103	GF Unrestricted One-Time Func	36,889.95	0.00	36,889.95	92*0500938	92*0500938
66110	GF Unrestricted One-Time Func	400.00	0.00	400.00	92*0500966	92*0500966
66112	GF Unrestricted One-Time Func	3,813.67	0.00	3,813.67	92*0500982	92*0500987
66118	GF Unrestricted One-Time Func	4,863.66	2,150.00	2,713.66	92*0501021	92*0501045
66122	GF Unrestricted One-Time Func	9,073.11	0.00	9,073.11	92*0501091	92*0501094
66123	GF Unrestricted One-Time Func	14,663.36	0.00	14,663.36	92*0501108	92*0501111
66127	GF Unrestricted One-Time Func	1,411.20	0.00	1,411.20	92*0501157	92*0501157
66131	GF Unrestricted One-Time Func	407.00	0.00	407.00	92*0501214	92*0501214
66133	GF Unrestricted One-Time Func	2,051.39	0.00	2,051.39	92*0501236	92*0501248
66139	GF Unrestricted One-Time Func	1,891.75	0.00	1,891.75	92*0501278	92*0501278
66141	General Fund Restricted	8,419.25	0.00	8,419.25	92*0501290	92*0501290
66146	GF Unrestricted One-Time Func	34,846.18	0.00	34,846.18	92*0501305	92*0501324
66148	GF Unrestricted One-Time Func	1,437.45	0.00	1,437.45	92*0501363	92*0501371
66154	GF Unrestricted One-Time Func	7,497.86	0.00	7,497.86	92*0501426	92*0501429
<b>Total Fund 13 GF Unrestricted One-Time</b>		<b>\$127,975.09</b>	<b>\$2,150.00</b>	<b>\$125,825.09</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
65872	Child Development Fund	0.00	25.14	-25.14	92*0497866	92*0497866
65925	Child Development Fund	0.00	27.11	-27.11	92*0498474	92*0498474
66096	Child Development Fund	403.69	0.00	403.69	92*0500870	92*0500871
66099	Child Development Fund	1,784.55	0.00	1,784.55	92*0500923	92*0500924
66117	Child Development Fund	790.00	0.00	790.00	92*0501019	92*0501020
66120	Child Development Fund	3,896.03	0.00	3,896.03	92*0501049	92*0501060
66124	Child Development Fund	3,630.71	0.00	3,630.71	92*0501129	92*0501132
66132	Child Development Fund	1,309.19	0.00	1,309.19	92*0501226	92*0501227
66135	Child Development Fund	390.80	0.00	390.80	92*0501260	92*0501261
66140	Child Development Fund	1,966.45	0.00	1,966.45	92*0501283	92*0501286
66143	Child Development Fund	198.33	0.00	198.33	92*0501296	92*0501296
66149	Child Development Fund	190.02	0.00	190.02	92*0501374	92*0501374
<b>Total Fund 33 Child Development Fund</b>		<b><u>\$14,559.77</u></b>	<b><u>\$52.25</u></b>	<b><u>\$14,507.52</u></b>		

Checks Written for Period 03/14/18 Thru 03/27/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66102	Capital Outlay Projects Fund	68,688.20	0.00	68,688.20	92*0500928	92*0500936
66116	Capital Outlay Projects Fund	610.06	0.00	610.06	92*0501017	92*0501018
66119	Capital Outlay Projects Fund	40,260.00	0.00	40,260.00	92*0501048	92*0501048
66125	Capital Outlay Projects Fund	500.00	0.00	500.00	92*0501133	92*0501133
66136	Capital Outlay Projects Fund	877.50	0.00	877.50	92*0501262	92*0501262
<b>Total Fund 41 Capital Outlay Projects Fun</b>		<b>\$110,935.76</b>	<b>\$0.00</b>	<b>\$110,935.76</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66095	Bond Fund, Measure Q	972.98	0.00	972.98	92*0500869	92*0500869
66101	Bond Fund, Measure Q	41,719.50	0.00	41,719.50	92*0500926	92*0500927
66115	Bond Fund, Measure Q	43,524.98	0.00	43,524.98	92*0501015	92*0501016
66126	Bond Fund, Measure Q	784,147.46	0.00	784,147.46	92*0501134	92*0501134
66151	Bond Fund, Measure Q	550,523.92	0.00	550,523.92	92*0501376	92*0501377
<b>Total Fund 43 Bond Fund, Measure Q</b>		<b>\$1,420,888.84</b>	<b>\$0.00</b>	<b>\$1,420,888.84</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
65550	Property and Liability Fund	0.00	1,922.78	-1,922.78	92*0494055	92*0494055
66100	Property and Liability Fund	562.50	0.00	562.50	92*0500925	92*0500925
66137	Property and Liability Fund	80.00	0.00	80.00	92*0501263	92*0501263
66142	Property and Liability Fund	1,922.78	0.00	1,922.78	92*0501295	92*0501295
66150	Property and Liability Fund	3,122.15	0.00	3,122.15	92*0501375	92*0501375
<b>Total Fund 61 Property and Liability Fund</b>		<b><u>\$5,687.43</u></b>	<b><u>\$1,922.78</u></b>	<b><u>\$3,764.65</u></b>		

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**SUMMARY**

Total Fund 11 General Fund Unrestricted	604,660.48
Total Fund 12 General Fund Restricted	473,398.04
Total Fund 13 GF Unrestricted One-Time Fund	125,825.09
Total Fund 33 Child Development Fund	14,507.52
Total Fund 41 Capital Outlay Projects Fund	110,935.76
Total Fund 43 Bond Fund, Measure Q	1,420,888.84
Total Fund 61 Property and Liability Fund	3,764.65
Grand Total:	<u><u>\$2,753,980.38</u></u>

Checks Written for Period 03/14/18 Thru 03/27/18

<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>
311803317	Bookstore Fund	73,628.06	15,394.59	58,233.47	31*0108903	31*0108937
311803424	Bookstore Fund	118,768.97	5,824.04	112,944.93	31*0108938	31*0108969
<b>Total Fund 31 Bookstore Fund</b>		<b><u><u>\$192,397.03</u></u></b>	<b><u><u>\$21,218.63</u></u></b>	<b><u><u>\$171,178.40</u></u></b>		

Checks Written for Period 03/14/18 Thru 03/27/18

<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>
711803424	Associated Students Fund	39,898.08	33,174.04	6,724.04	71*0008391	71*0008418
<b>Total Fund 71 Associated Students Fund</b>		<u><b>\$39,898.08</b></u>	<u><b>\$33,174.04</b></u>	<u><b>\$6,724.04</b></u>		

Checks Written for Period 03/14/18 Thru 03/27/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
721803424	Representation Fee Trust Fund	6,533.60	0.00	6,533.60	72*0000144	72*0000144
<b>Total Fund 72 Representation Fee Trust Fun</b>		<b><u>\$6,533.60</u></b>	<b><u>\$0.00</u></b>	<b><u>\$6,533.60</u></b>		

Checks Written for Period 03/14/18 Thru 03/27/18

<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>
761803424	Community Education Fund	13,265.75	0.00	13,265.75	76*0007360	76*0007362
<b>Total Fund 76 Community Education Fund</b>		<u><u>\$13,265.75</u></u>	<u><u>\$0.00</u></u>	<u><u>\$13,265.75</u></u>		

Checks Written for Period 03/14/18 Thru 03/27/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
791803424	Diversified Trust Fund	18,248.93	2,654.52	15,594.41	79*0021344	79*0021358
<b>Total Fund 79 Diversified Trust Fund</b>		<u><u>\$18,248.93</u></u>	<u><u>\$2,654.52</u></u>	<u><u>\$15,594.41</u></u>		

Checks Written for Period 03/14/18 Thru 03/27/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
811803317	Diversified Agency Fund	2,977.76	2,977.76	0.00	81*0048612	81*0048617
811803424	Diversified Agency Fund	36,266.66	0.00	36,266.66	81*0048618	81*0048648
<b>Total Fund 81 Diversified Agency Fund</b>		<b><u>\$39,244.42</u></b>	<b><u>\$2,977.76</u></b>	<b><u>\$36,266.66</u></b>		

**SUMMARY**

Total Fund 31 Bookstore Fund	171,178.40
Total Fund 71 Associated Students Fund	6,724.04
Total Fund 72 Representation Fee Trust Func	6,533.60
Total Fund 76 Community Education Fund	13,265.75
Total Fund 79 Diversified Trust Fund	15,594.41
Total Fund 81 Diversified Agency Fund	36,266.66
<b>Grand Total:</b>	<b><u><u>\$249,562.86</u></u></b>

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

From 03/14/2018 To 03/27/2018

Board Meeting on 04/09/2018

**BACKGROUND**

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

**ANALYSIS**

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

<b>BUDGET TRANSFERS</b>		<b>From</b>	<b>To</b>
<b><u>Fund 11: General Fund Unrestricted</u></b>			
1000	ACADEMIC SALARIES	2,261	
2000	CLASSIFIED SALARIES	37,124	
3000	EMPLOYEE BENEFITS		3,885
4000	SUPPLIES & MATERIALS		12,847
5000	OTHER OPERATING EXP & SERVICES	2,158	
6000	CAPITAL OUTLAY		24,811
<b>Total Transfer Fund 11</b>		<b>\$41,543</b>	<b>\$41,543</b>
<b><u>Fund 12: General Fund Restricted</u></b>			
1000	ACADEMIC SALARIES	39,382	
2000	CLASSIFIED SALARIES		67,440
3000	EMPLOYEE BENEFITS		31,633
4000	SUPPLIES & MATERIALS		21,543
5000	OTHER OPERATING EXP & SERVICES	91,904	
6000	CAPITAL OUTLAY		11,656
7000	OTHER OUTGO	986	
<b>Total Transfer Fund 12</b>		<b>\$132,272</b>	<b>\$132,272</b>
<b><u>Fund 13: GF Unrestricted One-Time Funds</u></b>			
4000	SUPPLIES & MATERIALS		30,000
5000	OTHER OPERATING EXP & SERVICES	3,231	
6000	CAPITAL OUTLAY		3,231
7900	RESERVE FOR CONTINGENCIES	30,000	
<b>Total Transfer Fund 13</b>		<b>\$33,231</b>	<b>\$33,231</b>
<b><u>Fund 31: Bookstore Fund</u></b>			
4000	SUPPLIES & MATERIALS	15,020	
6000	CAPITAL OUTLAY		15,020
7000	OTHER OUTGO		315,487
7900	RESERVE FOR CONTINGENCIES	315,487	
<b>Total Transfer Fund 31</b>		<b>\$330,507</b>	<b>\$330,507</b>

**RECOMMENDATION**

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BUDGET BOARD REPORT  
From 03/14/2018 To 03/27/2018  
Board Meeting on 04/09/2018**

<b>BUDGET TRANSFERS</b>	<b>From</b>	<b>To</b>
<b><u>Fund 33: Child Development Fund</u></b>		
2000 CLASSIFIED SALARIES	3,000	
4000 SUPPLIES & MATERIALS		3,000
	<b>\$3,000</b>	<b>\$3,000</b>
<b><u>Fund 41: Capital Outlay Projects Fund</u></b>		
6000 CAPITAL OUTLAY		1,371,504
7900 RESERVE FOR CONTINGENCIES	1,371,504	
	<b>\$1,371,504</b>	<b>\$1,371,504</b>
<b><u>Fund 76: Community Education Fund</u></b>		
5000 OTHER OPERATING EXP & SERVICES		11,200
7900 RESERVE FOR CONTINGENCIES	11,200	
	<b>\$11,200</b>	<b>\$11,200</b>
<b><u>Fund 79: Diversified Trust Fund</u></b>		
7000 OTHER OUTGO		4,925
7900 RESERVE FOR CONTINGENCIES	4,925	
	<b>\$4,925</b>	<b>\$4,925</b>

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BUDGET BOARD REPORT  
From 03/14/2018 To 03/27/2018  
Board Meeting on 04/09/2018**

<b>BUDGET INCREASES AND DECREASES</b>		<b>Revenue</b>	<b>Appropriation</b>
<b><u>Fund 12: General Fund Restricted</u></b>			
8600	STATE REVENUES	2,500	
1000	ACADEMIC SALARIES		2,217
2000	CLASSIFIED SALARIES		2,737
3000	EMPLOYEE BENEFITS		2,661
5000	OTHER OPERATING EXP & SERVICES		(6,815)
6000	CAPITAL OUTLAY		5,286
7000	OTHER OUTGO		(3,586)
<b>Total Transfer Fund 12</b>		<b>\$2,500</b>	<b>\$2,500</b>
<b><u>Fund 13: GF Unrestricted One-Time Funds</u></b>			
8800	LOCAL REVENUES	607	
6000	CAPITAL OUTLAY		607
<b>Total Transfer Fund 13</b>		<b>\$607</b>	<b>\$607</b>
<b><u>Fund 74: Student Financial Aid Fund</u></b>			
8600	STATE REVENUES	(2,500)	
7000	OTHER OUTGO		(2,500)
<b>Total Transfer Fund 74</b>		<b>\$(2,500)</b>	<b>\$(2,500)</b>
<b><u>Fund 79: Diversified Trust Fund</u></b>			
8900	OTHER FINANCING SOURCES	323,767	
8800	LOCAL REVENUES	6,291	
2000	CLASSIFIED SALARIES		7,000
3000	EMPLOYEE BENEFITS		1,575
4000	SUPPLIES & MATERIALS		4,166
5000	OTHER OPERATING EXP & SERVICES		11,450
6000	CAPITAL OUTLAY		(8,700)
7900	RESERVE FOR CONTINGENCIES		314,567
<b>Total Transfer Fund 79</b>		<b>\$330,058</b>	<b>\$330,058</b>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BUDGET BOARD REPORT  
From 03/14/2018 To 03/27/2018  
Board Meeting on 04/09/2018**

<b>BUDGET TRANSFERS</b>		<b>From</b>	<b>To</b>
<b><u>Fund 12: General Fund Restricted</u></b>			
<b>B023109</b>	<b>03/20/18</b>		
1000	ACADEMIC SALARIES		29,575
3000	EMPLOYEE BENEFITS		6,452
5000	OTHER OPERATING EXP & SERVICES	36,027	
<b>Total Reference B023109</b>		<b>\$36,027</b>	<b>\$36,027</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Alloc fnds Tim Chavez		
<b>B023139</b>	<b>03/22/18</b>		
1000	ACADEMIC SALARIES	53,952	
2000	CLASSIFIED SALARIES		93,887
3000	EMPLOYEE BENEFITS		19,084
4000	SUPPLIES & MATERIALS	337	
5000	OTHER OPERATING EXP & SERVICES	58,497	
6000	CAPITAL OUTLAY	185	
<b>Total Reference B023139</b>		<b>\$112,971</b>	<b>\$112,971</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	SAC DSPS Bgt Rvsns		
<b><u>Fund 13: GF Unrestricted One-Time Funds</u></b>			
<b>B023119</b>	<b>03/22/18</b>		
4000	SUPPLIES & MATERIALS		30,000
7900	RESERVE FOR CONTINGENCIES	30,000	
<b>Total Reference B023119</b>		<b>\$30,000</b>	<b>\$30,000</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	Alloc fnds buy custodial suppl's SAC and SCE		
<b><u>Fund 31: Bookstore Fund</u></b>			
<b>B023075</b>	<b>03/15/18</b>		
7000	OTHER OUTGO		315,487
7900	RESERVE FOR CONTINGENCIES	315,487	
<b>Total Reference B023075</b>		<b>\$315,487</b>	<b>\$315,487</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	Adst bgt Bookstr shrd rev accts:FY 16/17 actuals		
<b><u>Fund 41: Capital Outlay Projects Fund</u></b>			
<b>B023045</b>	<b>03/14/18</b>		
6000	CAPITAL OUTLAY		300,134
7900	RESERVE FOR CONTINGENCIES	300,134	
<b>Total Reference B023045</b>		<b>\$300,134</b>	<b>\$300,134</b>
<b>Reason:</b>	New Budget		
<b>Description:</b>	SCC SM18 Barrier Removal Ph 4C		
<b>B023046</b>	<b>03/14/18</b>		

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

From 03/14/2018 To 03/27/2018

Board Meeting on 04/09/2018

6000	CAPITAL OUTLAY		639,000
7900	RESERVE FOR CONTINGENCIES	639,000	
<b>Total Reference B023046</b>		<b>\$639,000</b>	<b>\$639,000</b>
<b>Reason:</b> New Budget			
<b>Description:</b> SCC SM18 BARRIER REMOVAL PH 4A			

**BUDGET TRANSFERS**

		From	To
<b>B023047</b>	<b>03/14/18</b>		
6000	CAPITAL OUTLAY		432,370
7900	RESERVE FOR CONTINGENCIES	432,370	
<b>Total Reference B023047</b>		<b>\$432,370</b>	<b>\$432,370</b>
<b>Reason:</b> New Budget			
<b>Description:</b> SCC SM18 BARRIER REMOVAL PH 4B			

**Fund 76: Community Education Fund**

<b>B023065</b>	<b>03/15/18</b>		
5000	OTHER OPERATING EXP & SERVICES		11,200
7900	RESERVE FOR CONTINGENCIES	11,200	
<b>Total Reference B023065</b>		<b>\$11,200</b>	<b>\$11,200</b>
<b>Reason:</b> Special Project Adjustment			
<b>Description:</b> of FY 17/18			

**Fund 79: Diversified Trust Fund**

<b>B023064</b>	<b>03/15/18</b>		
7000	OTHER OUTGO		4,925
7900	RESERVE FOR CONTINGENCIES	4,925	
<b>Total Reference B023064</b>		<b>\$4,925</b>	<b>\$4,925</b>
<b>Reason:</b> Special Project Adjustment			
<b>Description:</b> Tx cvr neg FY 17/18 bal for 79-7895			

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BUDGET BOARD REPORT  
From 03/14/2018 To 03/27/2018  
Board Meeting on 04/09/2018**

**BUDGET INCREASES AND DECREASES**

		Revenue	Appropriation
<b><u>Fund 79: Diversified Trust Fund</u></b>			
<b>B023069</b>	<b>03/15/18</b>		
8800	LOCAL REVENUES	6,291	
2000	CLASSIFIED SALARIES		7,000
3000	EMPLOYEE BENEFITS		1,575
4000	SUPPLIES & MATERIALS		4,166
5000	OTHER OPERATING EXP & SERVICES		11,450
6000	CAPITAL OUTLAY		(8,700)
7900	RESERVE FOR CONTINGENCIES		(9,200)
<b>Total Reference B023069</b>		<b>\$6,291</b>	<b>\$6,291</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Adjst bgts to properly allocate fnds for 17/18 exp's		
<b>B023077</b>	<b>03/16/18</b>		
8900	OTHER FINANCING SOURCES	323,767	
7900	RESERVE FOR CONTINGENCIES		323,767
<b>Total Reference B023077</b>		<b>\$323,767</b>	<b>\$323,767</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	Adjst bgt Bookstr shrd rev accts based 16/17 actuals		

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

To:	Board of Trustees	Date: April 9, 2018
Re:	Adoption of Resolution No. 18-03 Regarding Expenditure Transfers to Permit Payment of Obligations	
Action:	Request for Adoption	

**BACKGROUND**

In accordance with Education Code §42601, the Orange County Department of Education requires all districts to submit an annual board resolution which authorizes the County Superintendent of Schools to make necessary transfers between the reserve for contingencies and any expenditure classification or classifications of the district as are necessary to permit the payment of obligations.

This resolution is required each year and is brought to the board in preparation for year-end closing. This resolution covers the fiscal year ending June 30, 2018.

**RECOMMENDATION**

It is recommended that the Board of Trustees adopt Resolution No. 18-03 regarding expenditure transfers as presented.

Fiscal Impact:	None	Board Date: April 9, 2018
Prepared by:	Adam M. O'Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**RESOLUTION OF THE BOARD OF TRUSTEES  
OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
OF ORANGE COUNTY, CALIFORNIA**

**Resolution No. 18-03, dated this 9<sup>th</sup> day of April 2018**

On motion of \_\_\_\_\_, duly seconded, it is hereby resolved that, at the close of the 2017-18 fiscal year, the County Superintendent of Schools may make such transfers between the Reserve for Contingencies and any expenditure classification or classifications or balance any expenditure classification of the budget of the District for such school year as are necessary to permit the payment of obligations of the District incurred during such school year. (Education Code §42601)

\_\_\_\_\_  
Trustee Claudia C. Alvarez

\_\_\_\_\_  
Trustee Lawrence R. "Larry" Labrado

\_\_\_\_\_  
Trustee Arianna P. Barrios

\_\_\_\_\_  
Trustee Nelida Mendoza

\_\_\_\_\_  
Trustee John R. Hanna

\_\_\_\_\_  
Trustee Phillip E. Yarbrough

\_\_\_\_\_  
Trustee Zeke Hernandez

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**FOR SCHOOL FINANCIAL SERVICES USE**

The transfers below were made to permit the payment of final obligations and recording of the current liabilities of the District for such school year per the Resolution above.

By \_\_\_\_\_

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

To:	Board of Trustees	Date:	April 9, 2018
Re:	Approval of Amendment to Agreement with Creative Design Associates, Inc. – ADA Consulting Services for the District’s Americans with Disabilities Act (ADA) Transition Plan for Various Sites		
Action:	Request for Approval		

**BACKGROUND:**

This is an amendment to an existing agreement for additional scope of services. On May 16, 2016 the Board of Trustees approved an agreement with Creative Design Associates, Inc. (CDA) for Americans with Disabilities Act (ADA) consulting services to provide facility assessment updates to the ADA Transition Plan Districtwide which includes all owned facilities (Santa Ana College, Santiago Canyon College, District Office, Digital Media Center, Centennial Education Center and Orange County Sheriff’s Regional Training Academy). As part of this effort, a Districtwide ADA Working Group was formed and consists of approximately 25 members from both colleges and the District Office with representatives from members of both President’s Cabinet, Disabled Students Programs & Services, Continuing Education, Child Development Services, Human Resources, Security/Public Safety, Public Affairs & Publications, Information Technology Services, Risk Management and Facility Planning, District Construction & Support Services. The Working Group has been meeting since May 2017 and two public forums were held, one at Santa Ana College (November 1, 2017) and one at Santiago Canyon College (November 8, 2017) to retain public comments.

The District is in need of extending the schedule and expanding the consultant services as the original scope was focused mainly on the review and prioritization of the facilities condition assessments. The ADA Transition Plan update work comprises of a self-evaluation, development of an action plan and recommendations for achieving compliance with the law set to a defined timeframe for compliance. The areas of access compliance review include the following: programs, facilities, policies and practices, communication, and staff training.

The additional scope of work will allow the consultant to provide further support to the Working Group members, facilitate and lead discussions, review all self-evaluations, determine if current legislative and regulatory requirements are being met, and develop a final comprehensive update to the District’s ADA Transition Plan. The consultant will work with the District and the colleges in the identification of any deficiencies and the development of an action plan with corrective measures identified. Corrective measures may include revised or new policies or new roles and responsibilities. This new effort will include assisting members if needed to complete their self-evaluation for their areas of responsibility, review applicable policies, practices, and staff training needs in their areas to be assessed for compliance with ADA regulations and

suggest corrective recommendations. The consultant will assist in drafting the update to the District Transition Plan so that it is one cohesive document. The consultant will work with the colleges and their respective participatory governance committees if needed to update their plans for compliance at each site in order to comply with the Federal ADA Title II and other applicable regulations.

The consultant is currently assisting the District with the first phase of work, by reviewing condition deficiencies by site and developing recommendations for facility prioritization. In order to provide similar assistance for the programmatic and other service areas included as part of this self-evaluation, the role of the consultant needs to be expanded to complete the final development of the plan. There are several members of the group that are working at different paces with various constituent groups who need further time to evaluate and complete their self-evaluation information.

There will be on-going and multiple meetings that are needed across the members of the Working Group and colleges over the next eight (8) months to produce a draft and final ADA Transition Plan update for the District. To see original agreement, please [click here](#).

**ANALYSIS:**

The amendment is to increase the contract by \$72,500. The revised total contract amount is \$179,940 and includes reimbursable expenses. The District has reviewed the fee and it is reasonable and within industry standards.

This project is funded by Capital Outlay Funds.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the amendment with Creative Design Associates, Inc. for ADA Consulting Services for the District’s Americans with Disabilities Act (ADA) Transition Plan for Various Sites as presented.

Fiscal Impact:	\$72,500	Board Date: April 9, 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: 4/9/18**

Project: ADA Transition Plan

Site: **Santa Ana College,  
Santiago Canyon College,  
District Office, Digital Media  
Center, Centennial Education  
Center, Orange County Sheriff's  
Regional Training Academy**

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Consultants: **Ceative Design Associates, Inc.**

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Type of Service: Consulting Services

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<b>Agreement Summary</b>	<b>Amount</b>	<b>Reimbursables</b>	<b>Start</b>	<b>Duration</b> <b>End</b>
Original Contract Amount	\$102,440.00	\$5,000.00	5/17/2016	6/30/2017
Amendment #1		N/A	5/17/2016	12/31/2019
Amendment #2	\$72,500.00		5/17/2016	12/31/2019
<b>Total Agreement Amount</b>	<b>\$179,940.00</b>			

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**AGREEMENT NO: 0189.00/ DESCRIPTION:**

Amendment #2 for additional consulting services.

The agreement #0189.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

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**Total Proposed Amount:** **\$72,500.00**

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

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SECOND AMENDMENT TO CONSULTANT SERVICES AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **9th** day of **April** in the year **2018**, between **CREATIVE DESIGN ASSOCIATES, INC.** hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- A. To amend that certain AGREEMENT No. 0189.00 entered into on May 16, 2016 and amended on March 31, 2017, to provide TRANSITION PLAN CONSULTANT SERVICES FOR VARIOUS SITES for the District. Please amend the AGREEMENT to include the following:
  - a. By adding additional project scope per the attached Exhibit A; and
  - b. By increasing the AGREEMENT amount by SEVENTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$72,500) from ONE HUNDRED SEVEN THOUSAND FOUR HUNDRED FORTY DOLLARS (\$107,440); for a total AGREEMENT amount of ONE HUNDRED SEVENTY-NINE THOUSAND NINE HUNDRED FORTY DOLLARS (\$179,940).
- B. Except as amended herein, the terms and conditions of AGREEMENT No. 00189.00, effective May 16, 2016, shall remain in full force and effect.

**CREATIVE DESIGN ASSOCIATES, INC.**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY**

By \_\_\_\_\_

By \_\_\_\_\_

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

Peter J. Hardash

Title \_\_\_\_\_

Vice Chancellor, Business Operations and Fiscal Services

Date \_\_\_\_\_

Date \_\_\_\_\_

COPIES TO:

GENERATING OFFICE  
Rancho Santiago Community College District  
2323 N. Broadway, Suite 112  
Santa Ana, CA 92706  
Carri Matsumoto, Assistant Vice Chancellor  
Facilities Planning, District Construction and Support Services

PURCHASING DEPARTMENT  
Rancho Santiago Community College District  
2323 N. Broadway, Suite 109  
Santa Ana, CA 92706  
Linda Melendez, Interim Director of Purchasing

**EXHIBIT “A”**

**Scope of Services:**

Creative Design Associates, Inc. shall

1. ADA Self-Evaluation - Assist the District in the review, evaluation, consolidation of various departments self-evaluations, Ensure the department provided self-evaluations are representative of the mandates required for programs, services, hiring, facilities and any other areas required by law. Develop materials as needed in support of the District’s self-evaluation activities. Make recommendations, provide examples, best practices and other materials to support development of the ADA Transition Plan. Identify any omissions or needed corrections to departmental self-evaluations.
2. ADA Transition Plan - Assist the District by drafting the Transition Plan utilizing District provided self-evaluation materials. Organize the plan in a format acceptable to the District and compliant with all applicable laws and regulations. Provide guidance on completion of outstanding areas of concern. Present to the District the ADA Transition Plan in Draft and Final Draft formats for review by designated District staff for review and comment. Make revisions as requested while maintaining compliance with applicable mandates. Draft and deliver a complete Final ADA Transition Plan for adoption by the District. The District expects the Transition Plan Committee to meet approximately once per month until the plan is completed. The District anticipates a finalized ADA Transition plan by December 31, 2018.
3. Meetings - Attend all meetings for the duration of the development of Transition Plan. Assist the District in the development and communication of Transition Plan by means of presentations to various District constituents, committees and the Board of Trustees. Attend at a minimum all the four Transition Plan Update Working Group meetings scheduled for July 12, September 19, October 18, and November 15, 2018. Assist with the communication and dissemination of the Transition Plan to all stakeholders.
4. Deliverables – Ensure all documents are approved and finalized by December 31, 2018.

**Schedule of Activities:**

April – July 2018	Review all departmental self-evaluations; identify omissions, needed corrections and provide guidance on completion of outstanding areas of concern. Develop materials as needed to support the District self-evaluation activities.
July – Nov. 2018	Attend four Transition Update Workgroup meetings scheduled for July 12, September 19, October 18, November 15 and other virtual meetings as needed to complete self-evaluation activities
April – Dec. 2018	Attend and present at a maximum of 3 cabinet level meetings to provide background and understanding of the ADA and 504 requirements and ongoing Self-Evaluation activities.
Oct. – Dec. 2018	Assist the District with the development of Transition Plan in an acceptable format and compliant with all applicable laws and regulations; draft and deliver final Transition Plan by December 31, 2018, with prioritized list of corrective actions

Agreement No.	0189.02
Board Approval:	April 9, 2018
Purchase Order:	16-P0041153

required for compliance and provide sample best practices for continued ADA/  
504 compliance.

**Sub-Consultant**

Galvin Group Consultancy

Jan Calvin, CEO  
Catherine Campisi  
Ralph Black  
Skip Bingham

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

To:	Board of Trustees	Date: April 9, 2018
Re:	Approval of Notice of Exemption – California Environmental Quality Act for the Safety and Security Portables at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

The new campus Safety and Security portable structure at Santiago Canyon College is planned to be installed at the same location as the previous S portables. The S portables were used for classroom instruction and were at the end of their useful life. The portables were removed in November 2017 to make room for the new Safety and Security portable structure. The Safety and Security portable structure will serve as the safety operations center for the entire campus. In order to safely serve and protect the college and to provide a secure educational environment, the department requires an operations center that is more centrally located on campus with higher visibility.

Under the Public Resources Code 21000-21177 and California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000-15387, public agencies are responsible for complying with the California Environmental Quality Act (CEQA ) Guidelines. The Facility Planning, District Construction & Support Services department has undertaken an environmental assessment to determine if the new portable structure presents an environmental impact to ensure compliance with previous approvals and determinations as per the CEQA Guidelines. The District’s environmental consultant, LSA Associates, Inc. has undertaken a review of the CEQA determinations and has reviewed the current proposed project. LSA Associates, Inc. has made a determination the project qualifies for an exemption under State CEQA Guidelines Section 15302, Class 2 Existing Facilities, Categorical Exemption. The project is exempt from further CEQA review.

**ANALYSIS:**

Under the State California Environmental Quality Act (CEQA) Guidelines Section 15302, the project qualifies for a Class 2 Categorical Exemption. A Class 2 Categorical Exemption is applicable to projects that consist of a replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the replaced structure and will have substantially the same purpose and capacity as the replaced structure, including but not limited to, the following:

Specifically, the proposed project is exempt because the new portable structure would be located on the existing Santiago Canyon College campus in the same location as the previous portables used as classrooms. The proposed replacement of the portables would be consistent with the existing and previous use of the project site and would not include an expansion of use or capacity on campus (i.e. it would not increase student enrollment on the campus). The portable structure would represent a less intense use (i.e. the college Safety and Security office) and provide less square footage as compared to the previously existing classroom portables. Based on

the proposed project components and the Scope of Work, the project qualifies for an exemption under State CEQA Guidelines Section 15302.

The attached Memorandum and Notice of Exemption was prepared by LSA Associates, Inc., dated March 20, 2018 and upon approval by the Board of Trustees the District will file the Notice of Exemption with the Orange County Clerk Recorder and the State Clearing House in accordance with CEQA Guidelines.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the Notice of Exemption for this project as presented.

Fiscal Impact:	N/A	Board Date: April 9, 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	

# Notice of Exemption

Appendix E

To: Office of Planning and Research  
 P.O. Box 3044, Room 113  
 Sacramento, CA 95812-3044  
 County Clerk  
 County of: Orange  
 \_\_\_\_\_  
 \_\_\_\_\_

From: (Public Agency): Rancho Santiago CCD  
2323 N. Broadway, Suite 112  
Santa Ana, CA 92706  
 \_\_\_\_\_  
 \_\_\_\_\_ (Address)

Project Title: Safety & Security Portables

Project Applicant: Rancho Santiago Community College District

Project Location - Specific:  
Santiago Canyon College - 8045 East Chapman, Orange, CA 92869

Project Location - City: Orange Project Location - County: Orange

Description of Nature, Purpose and Beneficiaries of Project:  
Replacement of recently removed portable structures with one new portable structure of approximately 3,373 square foot. The portable will be used as a Safety and Security Office for the entire SCC campus, to provide improved safety and security to better serve students for Santiago Canyon College.

Name of Public Agency Approving Project: Rancho Santiago Community College District (RSCCD)

Name of Person or Agency Carrying Out Project: Joe Melendez, Facility Planning, District Construction

- Exempt Status: (check one):
- Ministerial (Sec. 21080(b)(1); 15268);
  - Declared Emergency (Sec. 21080(b)(3); 15269(a));
  - Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
  - Categorical Exemption. State type and section number: 15302 (a, b, c, d) Class 2 CE
  - Statutory Exemptions. State code number: \_\_\_\_\_

Reasons why project is exempt:  
The proposed replacement of the portable structures would be consistent with the existing and previous use of the Project site and would not include an expansion of use or capacity on campus. The portable structure would represent a less intense use and provide less square footage as compared to the previously existing classroom portables.

Lead Agency  
Contact Person: Peter Hardash Area Code/Telephone/Extension: 714-480-7340

- If filed by applicant:
1. Attach certified document of exemption finding.
  2. Has a Notice of Exemption been filed by the public agency approving the project?  Yes  No

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Title: Vice Chancellor

Signed by Lead Agency  Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code. Date Received for filing at OPR: \_\_\_\_\_  
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

## MEMORANDUM

**DATE:** March 20, 2018

**To:** Joe M. Melendez, Facilities Project Manager, Rancho Santiago Community College District  
  
Simone Wolfe, Facility Planning Specialist, Rancho Santiago Community College District

**FROM:** Nicole Dubois, Principal, LSA

**SUBJECT:** Class 2 Categorical Exemption for the Proposed Safety and Security Portable Project

LSA is pleased to submit this memorandum in consideration of a Class 2 Categorical Exemption for the proposed Safety and Security Portable Project (Project) located within the Rancho Santiago Community College District on the Santiago Canyon College (SCC) campus in the City of Orange.

### PROJECT DESCRIPTION

#### Existing Project Site

The existing Project site is located on the southern portion of the existing SCC campus. The campus is bounded by East Santiago Canyon Road to the north, Jamboree Road to the east, East Chapman Avenue to the south, and North Newport Boulevard to the west. Figure 1 shows the Project Location map (Figures 1 and 2 are provided in Attachment A).

An interior circulation road is adjacent to the Project site, traversing the northern boundary of the site in a northwest to southeast direction and connecting to Loop Road and East Chapman Avenue. The Project site is surrounded by the SCC Gym to the north, the SCC Softball Complex to the east, ornamental landscaping and East Chapman Avenue to the south, an on-site parking lot to the west, and Lorenzo A. Ramirez Library to the northwest.

Multiple portable structures were previously located on the project site and were used as classrooms for SCC students. These portable structures were removed between October 23, 2017, and November 20, 2017.

#### Proposed Project

The proposed Project includes the replacement of the recently removed portable structures on the SCC campus with one new portable structure that would be located on the same site as the recently removed portables. At approximately 3,373 square feet (sf), the proposed portable structure would provide less square footage than the structures previously located on the site.

As illustrated on Figure 2, the proposed Project involves the placement of a single portable structure on the Project site. The proposed Project also includes the construction of an ancillary shade structure that would be attached to the portable structure, as well as a designated space for a detached emergency trailer directly south of the portable structure. The emergency trailer is a

mobile unit designed to store and transport supplies in the event of an emergency on the SCC campus.

The proposed portable would be used as a Safety and Security Office for the entire SCC campus, and there would be no classroom facilities located in the proposed portable structure. The intent of the Project is to provide improved safety and security facilities to better serve students of the SCC community. The new portable structure would be located on the same site as the portables that were removed in late 2017, would occupy a smaller footprint, and would replace a classroom use with an administrative use. Accordingly, the proposed Safety and Security Office would not represent an expansion of use or capacity as compared to the previously existing classrooms.

Parking for the Project would be provided on site in existing parking lots on the SCC campus. As previously stated, an on-site parking lot is located adjacent to the west of the Project site. Primary access to the Project site would be provided via East Chapman Avenue and Loop Road, an internal campus circulation road. No changes to the existing parking lots are proposed as part of the Project.

### **CALIFORNIA ENVIRONMENTAL QUALITY ACT, SECTION 15302, CLASS 2 EXISTING FACILITIES EXEMPTION**

Under the *State California Environmental Quality Act (CEQA) Guidelines* Section 15302, a Class 2 Categorical Exemption is applicable to projects that consist of the replacement or reconstruction of existing structures and facilities for which the new structure will be located on the same site as the replaced structure and will have substantially the same purpose and capacity as the replaced structure, including but not limited to, the following:

- a. Replacement or reconstruction of existing schools and hospitals to provide earthquake-resistant structures which do not increase capacity more than 50 percent;
- b. Replacement of a commercial structure with a new structure of substantially the same size, purpose, and capacity;
- c. Replacement or reconstruction of an existing utility and/or facilities involving negligible or no expansion of capacity; or
- d. Conversion of overhead electric utility distribution facilities to underground including connection to existing overhead electric utility distribution lines where the surface is restored to the existing condition prior to the undergrounding.

Based on the Proposed Project components and the Scope of Work, the Project qualifies for an exemption under *State CEQA Guidelines* Section 15302.

The proposed Project would be located on the existing SCC campus in the same location as the previous portable structures used as classrooms. The proposed replacement of the portable structures would be consistent with the existing and previous use of the Project site and would not include an expansion of use or capacity on campus (i.e., it would not increase student enrollment on campus). The portable structure would represent a less intense use (i.e., the Campus Safety and Security Office) and provide less square footage as compared to the previously existing classroom portables.

## CALIFORNIA ENVIRONMENTAL QUALITY ACT, CATEGORICAL EXEMPTIONS – EXCEPTIONS

In addition, *State CEQA Guidelines* Section 15300.2 provides exceptions that apply to specific types of projects and/or projects for which substantial evidence exists that the proposed Project involves unusual circumstances. The exceptions to the categorical exemptions pursuant to Section 15300.2 of the *State CEQA Guidelines* are the following:

- (a) **Location.** Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located – a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply in all instances, except where the project may impact an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

The proposed Project does not rely on the specific classes of exemptions (3, 4, 5, 6, or 11) called out at the beginning of exception 15300.2(a). Nonetheless, if this exception was applicable to a Class 2 exemption, the proposed Project would still not qualify as an exception to the exemption.

As shown in Figure 1, the entire Project site is located within the boundaries of the SCC campus, which itself is located in an urbanized area of Orange County. The portable structures previously present on the Project site did not have any historical significance. No special-status species are expected to occur on the Project site in its existing condition because of the lack of suitable habitat and the previously developed condition of the Project site. The Project would not involve removal of any on-site trees and, therefore, would not impact nesting birds. Accordingly, the Project would not result in significant impacts to environmental resources of hazardous or critical concern because the site is not located in a particularly sensitive environment.

- (b) **Cumulative Impact.** All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place over time is significant.

The proposed Project involves the replacement of a portable structure, which would function as the Safety and Security Office on the SCC campus. The proposed portable structure would be located on the same site as the previously existing portables and would be smaller in square footage.

The Project would rely on, and be accommodated by, the existing infrastructure associated with the Project site. Project impacts would not be cumulatively considerable in connection with the effects of past projects, the effects of other current projects, or the effects of probable future projects.

- (c) **Significant Effect.** A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

The proposed Project involves the replacement of portable structures with one new portable structure that would be less square footage. The Scope of Work would be limited to the boundaries of the Project site. No amendments to an adopted planning document would be required for implementation of the Project. Given the urban and developed nature of the Project site and the surrounding area, as well as its existing function and use, there is no evidence to

indicate that the proposed Project would have a significant effect on the environment due to unusual circumstances.

- (d) Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified Environmental Impact Report.**

The proposed Project is approximately 10 miles southeast of State Route 91 (SR-91), which is the only officially designated State Scenic Highway in Orange County.<sup>1</sup> The Project site is not visible from SR-91. Therefore, the proposed Project would not result in damage to existing scenic resources.

- (e) Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.**

According to the California Department of Toxic Substances Control's (DTSC) EnviroStor Tool, the Project site is not included on the DTSC's Hazardous Waste and Substances Site List or any lists compiled pursuant to Section 65962.5 of the Government Code.<sup>2</sup>

- (f) Historical Resources. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.**

The proposed Project involves the replacement of portable structures. The portable structures previously present on the Project site were built for temporary use and were not eligible for listing on the California Register of Historical Resources based on the age of the structures. Additionally, the proposed Project would be limited to the same site as the previously existing portable structures, and no other structures on the SCC campus of potential historical significance would be affected. Therefore, the proposed Project would not result in impacts to historical resources.

## CONCLUSION

In summary, the proposed Project would not result in any specific or general exceptions to the use of a Categorical Exemption as detailed under *State CEQA Guidelines* Section 15302. The Project would be located on the same site as the previously existing portable structures and would not result in any cumulative impacts. The Project site does not have value as habitat for endangered, rare, or threatened species. The proposed Project would not result in damage to a scenic resource within a highway officially designated as a State Scenic Highway. The Project site is not on any list compiled pursuant to Section 65962.5 of the Government Code. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The

<sup>1</sup> California Scenic Highway Mapping System. Orange County. Website: [http://www.dot.ca.gov/hq/LandArch/16\\_livability/scenic\\_highways/](http://www.dot.ca.gov/hq/LandArch/16_livability/scenic_highways/) (accessed March 8, 2018).

<sup>2</sup> California Department of Toxic Substances Control (DTSC). EnviroStor. 2017. Website: [http://www.envirostor.dtsc.ca.gov/public/search.asp?cmd=search&reporttype=CORTESE&site\\_type=CSITES%2COPEN%2CFUDS%2CCLOSE&status=ACT%2CBKLG%2CCOM&reporttitle=HAZARDOUS WASTE AND SUBSTANCES SITE LIST](http://www.envirostor.dtsc.ca.gov/public/search.asp?cmd=search&reporttype=CORTESE&site_type=CSITES%2COPEN%2CFUDS%2CCLOSE&status=ACT%2CBKLG%2CCOM&reporttitle=HAZARDOUS WASTE AND SUBSTANCES SITE LIST) (accessed March 8, 2017).

proposed Project consists of the replacement of a portable structure. The proposed portable structure would be located on the same site as the replaced structures, would provide less square footage, and would not represent an expansion of use or capacity. Therefore, the Project is exempt from the provisions of CEQA as specified by *State CEQA Guidelines* Section 15302.

Attachment: A – Figures 1 and 2

## **ATTACHMENT A**

### **FIGURES 1 AND 2**

Figure 1: Project Location

Figure 2: Proposed Site Plan

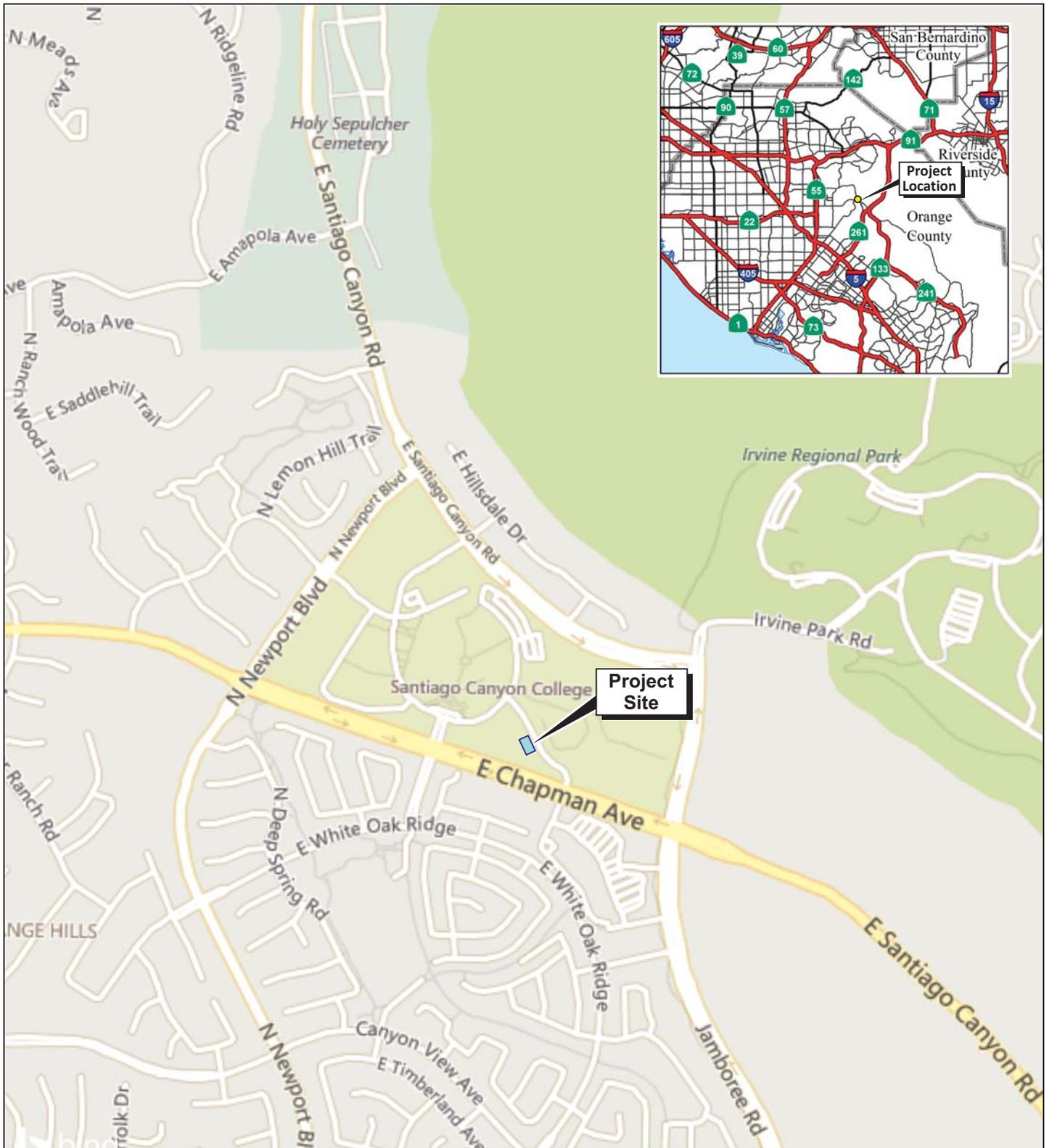
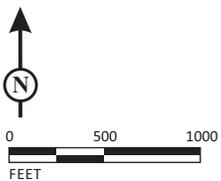


FIGURE 1

LSA



SOURCE: Bing Maps

I:\RSC1701.07\G\Project Location.cdr (3/12/2018)

Safety and Security Portable Project  
Project Location

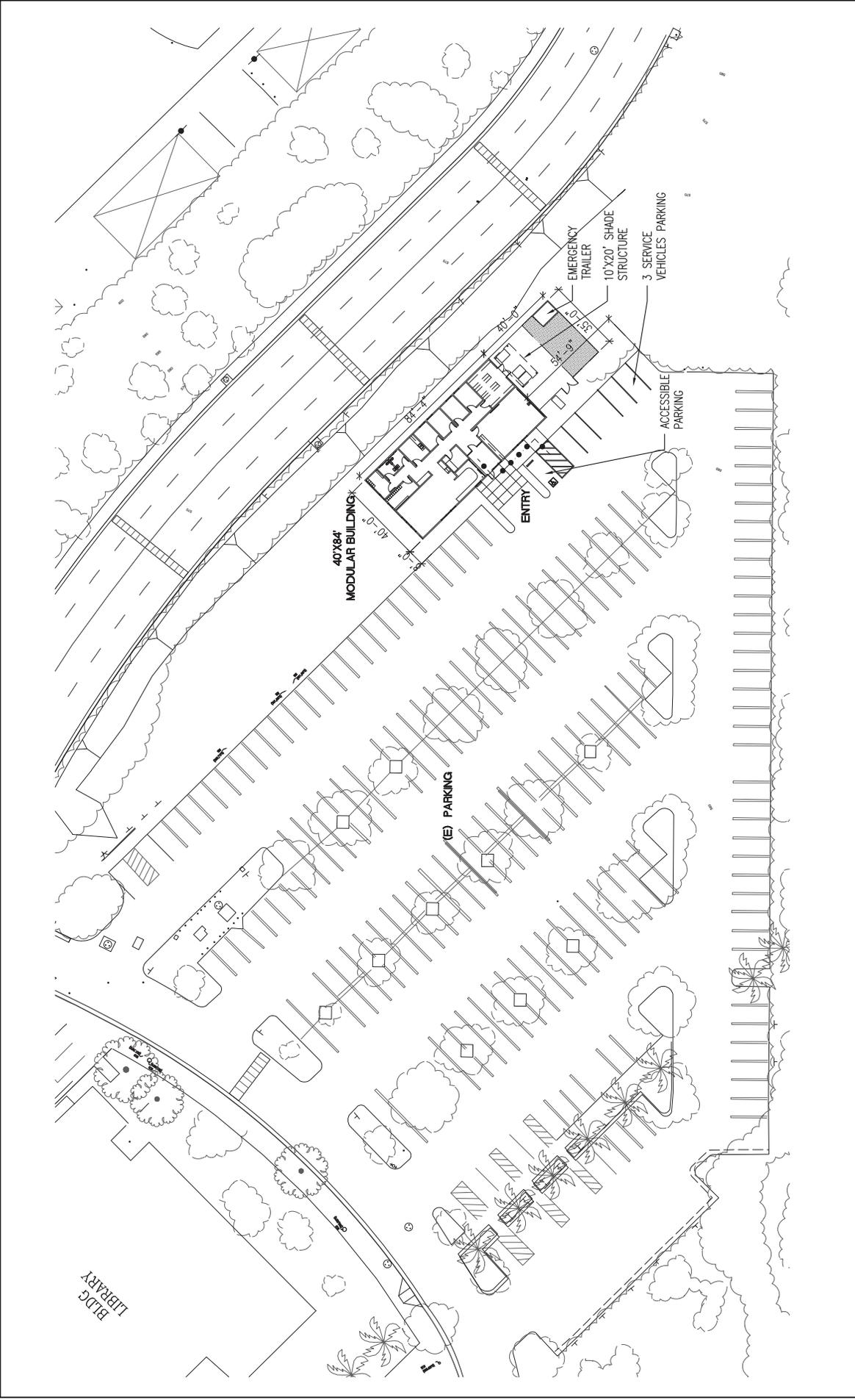


FIGURE 2



0 35 70  
FEET

SOURCE: Ghataode Bannon Architects  
I:\RSC1701.07\G\Site Plan.cdr (3/12/2018)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Educational Services

To:	Board of Trustees	Board Date: April 9, 2018
Re:	Approval of Resource Development Item	
Action:	Request for Approval	

**ANALYSIS**

Items for the following categorical program were developed:

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
1. Disabled Students Programs & Services (DSPS) (SAC) Annual allocation from the California Community Colleges Chancellor's Office to provide services for disabled students. (17/18). <i>The match required is \$374,763 that consists of district-funded DSPS staff salary and benefits.</i>	11/09/2017	\$1,100,828

**RECOMMENDATION**

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

Fiscal Impact: \$1,100,828.00	Board Date: April 9, 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 #2230**  
**NAME: Disabled Student Programs and Services (DSPS) - SAC**  
**FISCAL YEAR: 2017/2018**

CONTRACT PERIOD: 7/01/17 - 6/30/18

PROJ. ADM. Arnulfo Cedillo (Interim)

CONTRACT INCOME: \$1,100,828 - SAC P1 Allocations

PROJ. DIR. Veronica Oforlea

**Prime Sponsor: CCC Chancellor's Office**

**Fiscal Agent: RSCCD**

Date: 03/20/18

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

GL Accounts	Description	Debit	Credit
12-2230-000000-10000-8623	DSPS : Santa Ana College		1,100,828
12-2230-642000-19521-1210	Academic Management : DSPS Office - Veronica Oforlea (50%)	69,217	
12-2230-642000-19521-1250	Contract Coordinator : DSPS Office - Renee Miller	30,284	
12-2230-642000-19521-2130	Classified Employees : DSPS Office - Elizabeth Harvey (100%)	47,973	
12-2230-642000-19521-2340	Student Assistants - Hourly : DSPS	1,593	
12-2230-642000-19521-3115	STRS - Non-Instructional : DSPS Office	4,370	
12-2230-642000-19521-3215	PERS - Non-Instructional : DSPS Office	18,201	
12-2230-642000-19521-3315	OASDHI - Non-Instructional : DSPS Office	7,436	
12-2230-642000-19521-3325	Medicare - Non-Instructional : DSPS Office	2,186	
12-2230-642000-19521-3415	H & W - Non-Instructional : DSPS Office	33,112	
12-2230-642000-19521-3435	H & W - Retiree Fund Non-Inst : DSPS Office	5,530	
12-2230-642000-19521-3515	SUI - Non-Instructional : DSPS Office	76	
12-2230-642000-19521-3615	WCI - Non-Instructional : DSPS Office	3,428	
12-2230-642000-19521-3915	Other Benefits - Non-Instruct : DSPS Office	3,273	
12-2230-642000-19521-4610	Non-Instructional Supplies : DSPS Office	9,550	
12-2230-642000-19521-4710	Food and Food Service Supplies : DSPS Office	676	
12-2230-642000-19521-5100	Contracted Services : DSPS Office	15,103	
12-2230-642000-19521-5610	Lease Agreement - Equipment : DSPS Office	5,627	
12-2230-642000-19521-5630	Maint Contract - Office Equip : DSPS Office	346	
12-2230-642000-19521-5800	Advertising : DSPS Office	1,880	
12-2230-642000-19521-5845	Excess/Copies Usage : DSPS Office	2,501	
12-2230-642000-19521-5925	Postage : DSPS Office	50	
12-2230-642000-19521-5940	Reproduction/Printing Expenses : DSPS Office	750	
12-2230-642000-19521-6409	Equip-All Other >\$200<\$1,000 : DSPS Office	515	
12-2230-675000-19521-5210	Conference Expenses : DSPS Office	13,142	
12-2230-499900-19523-2445	Professional Experts - Instruc : Deaf & Hard - Interpreters - hourly	120,000	
12-2230-499900-19523-3211	PERS - Instructional : Deaf & Hard of Hearing	2,045	
12-2230-499900-19523-3311	OASDHI - Instructional : Deaf & Hard of Heari	818	
12-2230-499900-19523-3321	Medicare - Instructional : Deaf & Hard of Hea	1,740	
12-2230-499900-19523-3331	PARS - Instructional : Deaf & Hard of Hearing	1,404	
12-2230-499900-19523-3431	H & W - Retiree Fund Inst : Deaf & Hard of He	4,356	
12-2230-499900-19523-3511	SUI - Instructional : Deaf & Hard of Hearing	60	
12-2230-499900-19523-3611	WCI - Instructional : Deaf & Hard of Hearing	2,700	
12-2230-642000-19523-5100	Contracted Services : Deaf & Hard of Hearing	125,000	
12-2230-642000-19524-2130	Classified Employees : High Tech Center DSPS - Angela Tran (100%)	76,002	
12-2230-642000-19524-2320	Classified Employees - Hourly : High Tech Center - Liza Gomez's additional hrs	5,548	
12-2230-642000-19524-3215	PERS - Non-Instructional : High Tech Center D	12,666	
12-2230-642000-19524-3315	OASDHI - Non-Instructional : High Tech Center	5,149	

**SPECIAL PROJECT DETAILED BUDGET #2230**  
**NAME: Disabled Student Programs and Services (DSPS) - SAC**  
**FISCAL YEAR: 2017/2018**

CONTRACT PERIOD: 7/01/17 - 6/30/18

PROJ. ADM. Arnulfo Cedillo (Interim)

CONTRACT INCOME: \$1,100,828 - SAC P1 Allocations

PROJ. DIR. Veronica Oforlea

**Prime Sponsor: CCC Chancellor's Office**

**Fiscal Agent: RSCCD**

Date: 03/20/18

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

GL Accounts	Description	Debit	Credit
12-2230-642000-19524-3325	Medicare - Non-Instructional : High Tech Cent	1,204	
12-2230-642000-19524-3415	H & W - Non-Instructional : High Tech Center	8,288	
12-2230-642000-19524-3435	H & W - Retiree Fund Non-Inst : High Tech Cen	3,015	
12-2230-642000-19524-3515	SUI - Non-Instructional : High Tech Center DS	42	
12-2230-642000-19524-3615	WCI - Non-Instructional : High Tech Center DS	1,869	
12-2230-642000-19524-3915	Other Benefits - Non-Instruct : High Tech Cen	1,500	
12-2230-493031-19525-1110	Contract Instructors : Learning Disabled - L. Janus (50%) & M. Turner (50%)	95,757	
12-2230-493031-19525-3111	STRS - Instructional : Learning Disabled	6,706	
12-2230-493031-19525-3211	PERS - Instructional : Learning Disabled	7,655	
12-2230-493031-19525-3311	OASDHI - Instructional : Learning Disabled	3,111	
12-2230-493031-19525-3321	Medicare - Instructional : Learning Disabled	1,414	
12-2230-493031-19525-3411	H & W - Instructional : Learning Disabled	20,025	
12-2230-493031-19525-3431	H & W - Retiree Fund Inst : Learning Disabled	3,539	
12-2230-493031-19525-3511	SUI - Instructional : Learning Disabled	49	
12-2230-493031-19525-3611	WCI - Instructional : Learning Disabled	2,194	
12-2230-493031-19525-3911	Other Benefits - Instructional : Learning Dis	1,750	
12-2230-642000-19525-1484	Int/Sum Beyond Contr-Reassigned Time - Louise Janus & Mark Turner	5,595	
12-2230-642000-19525-2130	Classified Employees : Learning Disabled - Robert Norris (100%)	65,494	
12-2230-642000-19525-3115	STRS - Non-Instructional : Learning Disabled	433	
12-2230-642000-19525-3215	PERS - Non-Instructional : Learning Disabled	10,575	
12-2230-642000-19525-3315	OASDHI - Non-Instructional : Learning Disab	4,315	
12-2230-642000-19525-3325	Medicare - Non-Instructional : Learning Disab	1,056	
12-2230-642000-19525-3415	H & W - Non-Instructional : Learning Disabled	8,155	
12-2230-642000-19525-3435	H & W - Retiree Fund Non-Inst : Learning Disa	2,635	
12-2230-642000-19525-3515	SUI - Non-Instructional : Learning Disabled	39	
12-2230-642000-19525-3615	WCI - Non-Instructional : Learning Disabled	1,633	
12-2230-642000-19525-3915	Other Benefits - Non-Instruct : Learning Disa	1,500	
12-2230-642000-19525-5220	Mileage/Parking Expenses : Learning Disabled	1,000	
12-2230-642000-19526-2130	Classified Employees : Physically Disabled - Amy Treat (100%)	59,672	
12-2230-642000-19526-3215	PERS - Non-Instructional : Physically Disable	9,268	
12-2230-642000-19526-3315	OASDHI - Non-Instructional : Physically Disab	3,793	
12-2230-642000-19526-3325	Medicare - Non-Instructional : Physically Dis	887	
12-2230-642000-19526-3415	H & W - Non-Instructional : Physically Disabl	17,333	
12-2230-642000-19526-3435	H & W - Retiree Fund Non-Inst : Physically Di	2,221	
12-2230-642000-19526-3515	SUI - Non-Instructional : Physically Disabled	31	
12-2230-642000-19526-3615	WCI - Non-Instructional : Physically Disabled	1,376	
12-2230-642000-19526-3915	Other Benefits - Non-Instruct : Physically Di	1,500	
12-2230-642000-19527-1250	Contract Coordinator : Speech/Acquired Brain - Renee Miller (40%)	20,189	

**SPECIAL PROJECT DETAILED BUDGET #2230**  
**NAME: Disabled Student Programs and Services (DSPS) - SAC**  
**FISCAL YEAR: 2017/2018**

CONTRACT PERIOD: 7/01/17 - 6/30/18

PROJ. ADM. Arnulfo Cedillo (Interim)

CONTRACT INCOME: \$1,100,828 - SAC P1 Allocations

PROJ. DIR. Veronica Oforlea

*Prime Sponsor: CCC Chancellor's Office*

*Fiscal Agent: RSCCD*

Date: 03/20/18

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

GL Accounts	Description	Debit	Credit
12-2230-642000-19527-2130	Classified Employees : Speech/Acquired Brain - Ian Krzeminski (100%)	51,218	
12-2230-642000-19527-3115	STRS - Non-Instructional : Speech/Acquired Br	2,913	
12-2230-642000-19527-3215	PERS - Non-Instructional : Speech/Acquired Br	7,955	
12-2230-642000-19527-3315	OASDHI - Non-Instructional : Speech/Acquired	3,269	
12-2230-642000-19527-3325	Medicare - Non-Instructional : Speech/Acquire	1,062	
12-2230-642000-19527-3415	H & W - Non-Instructional : Speech/Acquired B	17,092	
12-2230-642000-19527-3435	H & W - Retiree Fund Non-Inst : Speech/Acquir	2,659	
12-2230-642000-19527-3515	SUI - Non-Instructional : Speech/Acquired Bra	37	
12-2230-642000-19527-3615	WCI - Non-Instructional : Speech/Acquired Bra	1,648	
12-2230-642000-19527-3915	Other Benefits - Non-Instruct : Speech/Acquir	1,850	
<b>Total Project 2230 DSPS</b>		<b>1,100,828</b>	<b>1,100,828</b>

**SPECIAL PROJECT DETAILED BUDGET #2230**  
**NAME: Disabled Student Programs and Services (DSPS) - SAC**  
**FISCAL YEAR: 2017/2018**

CONTRACT PERIOD: 7/01/17 - 6/30/18

PROJ. ADM. Arnulfo Cedillo (Interim)

CONTRACT INCOME: \$1,100,828 - SAC P1 Allocations

PROJ. DIR. Veronica Oforlea

**Prime Sponsor: CCC Chancellor's Office**

**Fiscal Agent: RSCCD**

Date: 03/20/18

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

GL Accounts	Description	Debit	Credit
11-2230-642000-19521-1210	Academic Management : DSPS Office - Veronica Oforlea (50%)	69,217	
11-2230-642000-19521-3215	PERS - Non-Instructional : DSPS Office	10,751	
11-2230-642000-19521-3315	OASDHI - Non-Instructional : DSPS Office	4,370	
11-2230-642000-19521-3325	Medicare - Non-Instructional : DSPS Office	1,023	
11-2230-642000-19521-3415	H & W - Non-Instructional : DSPS Office	11,473	
11-2230-642000-19521-3435	H & W - Retiree Fund Non-Inst : DSPS Office	2,559	
11-2230-642000-19521-3515	SUI - Non-Instructional : DSPS Office	36	
11-2230-642000-19521-3615	WCI - Non-Instructional : DSPS Office	1,587	
11-2230-642000-19521-3915	Other Benefits - Non-Instruct : DSPS Office	1,250	
11-2230-642000-19523-2130	Classified Employees : Deaf & Hard of Hearing - Ruth Rodriguez (80%)	85,762	
11-2230-642000-19523-3215	PERS - Non-Instructional : Deaf & Hard of Hea	13,319	
11-2230-642000-19523-3315	OASDHI - Non-Instructional : Deaf & Hard of H	5,392	
11-2230-642000-19523-3325	Medicare - Non-Instructional : Deaf & Hard of	1,260	
11-2230-642000-19523-3415	H & W - Non-Instructional : Deaf & Hard of He	18,176	
11-2230-642000-19523-3435	H & W - Retiree Fund Non-Inst : Deaf & Hard o	3,157	
11-2230-642000-19523-3515	SUI - Non-Instructional : Deaf & Hard of Hear	46	
11-2230-642000-19523-3615	WCI - Non-Instructional : Deaf & Hard of Hear	1,956	
11-2230-642000-19523-3915	Other Benefits - Non-Instruct : Deaf & Hard o	1,200	
11-2230-493031-19525-1110	Contract Instructors : Learning Disabled - Louise Janus (50%) & Mark Turner (50%)	95,757	
11-2230-493031-19525-3111	STRS - Instructional : Learning Disabled	6,706	
11-2230-493031-19525-3211	PERS - Instructional : Learning Disabled	7,655	
11-2230-493031-19525-3311	OASDHI - Instructional : Learning Disabled	3,111	
11-2230-493031-19525-3321	Medicare - Instructional : Learning Disabled	1,415	
11-2230-493031-19525-3411	H & W - Instructional : Learning Disabled	20,048	
11-2230-493031-19525-3431	H & W - Retiree Fund Inst : Learning Disabled	3,541	
11-2230-493031-19525-3511	SUI - Instructional : Learning Disabled	51	
11-2230-493031-19525-3611	WCI - Instructional : Learning Disabled	2,195	
11-2230-493031-19525-3911	Other Benefits - Instructional : Learning Dis	1,750	
<b>Total Project 2230 DSPS</b>	<b>Match</b>	<b>374,763</b>	<b>-</b>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Educational Services

To: Board of Trustees	Date: April 9, 2018
Re: Approval of Sub-Agreements between RSCCD and North Orange County Community College District/Fullerton College and South Orange County Community College District/Irvine Valley College for the Strong Workforce Program – Regional Funds Initiative	
Action: Request for Approval	

**BACKGROUND**

Through the Strong Workforce Program Trailer Bill, the state allocated funds to community colleges to support collaborative regional work to improve the quality of career technical education programs, and to increase the number of students who complete these programs and enter industry sectors with high-wage occupations in the region. Rancho Santiago Community College District was selected to serve as the Fiscal Agent for the Los Angeles & Orange County Region’s Strong Workforce Program – Regional Funds, and is responsible for distributing funds to the region, ensuring that projects are compliant with the funding terms and conditions, providing status reports on the use of funds in the region, and developing and submitting program and expenditure reports to the Chancellor’s Office.

**ANALYSIS**

Fullerton College and Irvine Valley College will utilize grant funds to purchase a Microsoft Office Suite/Entrepreneurial and Small Business (MOS/ESB) certification site license that is recognized by employers and industry. The site license will be integrated in each College’s Business pathways giving students an opportunity to receive industry-based certification and demonstrate proficiency in the subject matter. These skills are relevant across all sectors and are a significant part of preparing students for employment in the Business/Entrepreneurship sectors to meet regional outcomes of the Strong Workforce Program Regional Initiative.

<u>District</u>	<u>College</u>	<u>Agreement No.</u>	<u>Amount</u>
North Orange County CCD	Fullerton	DO-17-2185-17	\$5,980.00
South Orange County CCD	Irvine Valley	DO-17-2185-18	\$5,980.00

The enclosed sub-agreements outline the terms of the project. The cost shall not exceed \$11,960.00 (\$5,980.00 per college) and the term of the project is April 10, 2018 through December 31, 2018.

The project director is Dr. Cathleen Greiner, Small Business Deputy Sector Navigator and the project administrator is Sarah Santoyo, Executive Director of Resource Development.

**RECOMMENDATION**

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

Fiscal Impact: \$11,960.00 (grant-funded)	Board Date: April 9, 2018
Prepared by: Maria N. Gil, Senior Resource Development Coordinator	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**FOR THE  
STRONG WORKFORCE PROGRAM – REGIONAL FUNDS INITIATIVE  
ORANGE COUNTY REGION**

This sub-agreement (hereinafter “Agreement”) is entered into on this 9<sup>th</sup> day of April 2018, between Rancho Santiago Community College District (hereinafter “FISCAL AGENT”) and North Orange County Community College District on behalf of *Fullerton College* (hereinafter “SUBCONTRACTOR”). FISCAL AGENT and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement. This Agreement is based on the Strong Workforce Program - Regional Funds Initiative agreement between the FISCAL AGENT and the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”).

WHEREAS, the Rancho Santiago Community College District was designated as the FISCAL AGENT for the Strong Workforce Program – Regional Funds Initiative for the Los Angeles and Orange County region and is responsible for distributing funds to the community college districts within the region following certification of the regional plans by the Regional Consortia, and is responsible for monitoring the work of the Agreement for compliance with the terms and conditions of the funds, as delineated in the FISCAL AGENT’s Scope of Work; and

WHEREAS, FISCAL AGENT has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of the Agreement according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties agree as follows:

1. Statement of Work  
SUBCONTRACTOR agrees to implement the work as described in the Scope of Work (**Exhibit A**), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.
2. Period of Performance  
The period of performance for this Agreement shall be from April 10, 2018 through December 31, 2018.
3. Total Cost

The total cost to FISCAL AGENT for performance of this Agreement shall not exceed **\$5,980.00** USD, to be funded by the Strong Workforce Program Regional Initiative - *Small Business Vertical Sector Project*.

4. Budget

SUBCONTRACTOR agrees that the expenditures of any and all funds under this Agreement will be in accordance with the Project Budget (**Exhibit B**), which by reference is incorporated into this Agreement.

5. Payment

A one-time payment will be issued to SUBCONTRACTOR upon FISCAL AGENT's receipt of the fully executed Agreement and a detailed invoice for the disbursement. Payment to SUBCONTRACTOR shall not exceed the amount listed under "Total Cost" in the Agreement.

6. Invoices

SUBCONTRACTOR must submit one invoice to FISCAL AGENT requesting payment of "Total Cost." The invoice must include the Agreement number (refer to footer), and should be submitted to the following address:

Rancho Santiago Community College District  
Small Business Development Center  
ATTN: Dr. Cathleen Greiner, Small Business Deputy Sector Navigator  
2323 North Broadway, Suite 201  
Santa Ana, CA 92706

7. Reporting

Through this Agreement, SUBCONTRACTOR agrees to provide data and submit reports, upon request, for the duration of the Agreement. SUBCONTRACTOR will submit reports to the Deputy Sector Navigator via email at Greiner\_Cathleen@rsccd.edu in a timely manner.

8. Expenditure of Funds

SUBCONTRACTOR agrees to comply with all funding requirements and that it is solely responsible for the appropriate expenditure of all funds received and for any misappropriation or dis-allowment of funds.

9. Time Extensions

FISCAL AGENT will not be requesting a time extension for program activities from the PRIME SPONSOR. As a result, SUBCONTRACTOR will not be granted an extension. Therefore, SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement. Under this Agreement, SUBCONTRACTOR will only be reimbursed for expenses that are incurred on or prior to **December 31, 2018**.

10. Independent Contractor

SUBCONTRACTOR agrees that the services provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of FISCAL AGENT, nor shall its employees be entitled to any personnel benefits of FISCAL AGENT whatsoever.

11. Subcontract Assignment

Unless specifically noted in the Scope of Work (**Exhibit A**), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by FISCAL AGENT. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement.

SUBCONTRACTOR shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with state SUBCONTRACTOR guidelines. SUBCONTRACTOR shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by SUBCONTRACTOR. By entering into this Agreement SUBCONTRACTOR agrees that it is the direct provider of intended services. Upon request, SUBCONTRACTOR shall submit to FISCAL AGENT copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

12. Rules for Deliverables

- A. Any document or written report prepared in whole or in part by Parties shall reference the Strong Workforce Program relating to the preparation of such document or written report.
- B. All products resulting from this Agreement or its subcontracts in whole or in part shall reference the California Community Colleges, Chancellor's Office and the specific funding source (Strong Workforce Program).
- C. All references to the project shall include the phrase, "funded in part by the California Community Colleges, Chancellor's Office."

13. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of five (5) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

14. Audit

SUBCONTRACTOR agrees that FISCAL AGENT, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of FISCAL AGENT, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

15. Insurance

The Parties are self-insured public entities for the purposes of professional liability, general liability and workers' compensation. Each Party warrants that through its program of self-

insurance it has adequate liability, general liability and workers' compensation to provide coverage for liabilities arising out of the Parties performance of this contract.

16. Mutual Indemnification

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

17. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of FISCAL AGENT under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the FISCAL AGENT Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, FISCAL AGENT shall provide SUBCONTRACTOR with written notification of such determination.

18. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by FISCAL AGENT and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, FISCAL AGENT receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of FISCAL AGENT or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

19. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

**FISCAL AGENT:**

Rancho Santiago Community College District

**Primary Contact:**

Rancho Santiago Community College District  
Small Business Development Center  
ATTN: Dr. Cathleen Greiner, Small Business Deputy Sector Navigator  
2323 North Broadway, Suite 201  
Santa Ana, CA 92706  
(714) 564-5202; Greiner\_Cathleen@rsccd.edu

Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services  
2323 North Broadway, Ste. 404-1  
Santa Ana, CA 92706  
(714) 480-7340, Hardash\_Peter@rsccd.edu

**SUBCONTRACTOR:**

North Orange County Community College District

**Primary Contact:**

Douglas Benoit, Dean of Business & CIS Division  
Fullerton College  
321 E. Chapman Avenue, Bldg. 300, Suite 310  
Fullerton, CA 92832  
(714) 732-5324; dbenoit@fullcoll.edu

**Fiscal Contact:**

Fredrick Williams, Vice Chancellor, Finance & Facilities  
1830 W. Romneya Drive  
Anaheim, CA 92801-1819  
(714) 808-4746

20. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the Parties agree that all other provisions of this Agreement remain in full force and effect and shall not be affected thereby.

21. Waiver

Any waiver by FISCAL AGENT of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same

or of any other term. Failure on the part of Fiscal Agent to require full, exact, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms of this Agreement, or stopping FISCAL AGENT from enforcing the terms of this Agreement.

22. Severability

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

23. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

As the Agreement is contingent upon the availability of funds, and is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, FISCAL AGENT may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

24. Assurances

By signing this Agreement the Parties certify they will comply with the terms and conditions outlined in the Strong Workforce Program Trailer Bill, and with the guidance documents provided by the California Community College Chancellor's Office, as set forth and incorporated into this Agreement by reference.

By signing this Agreement the SUBCONTRACTOR certifies that it complies with state and federal requirements for Standards of Conduct, Workers' Compensation Insurance, Participation in Project-Funded Activities, Non-Discrimination, Accessibility for Persons with Disabilities, Drug-Free Workplace Certification, Intellectual Property, and Debarment and Suspension, and will adhere to these legal standards and requirements in the performance of work related to this Agreement.

25. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SUBCONTRACTOR: North Orange County  
Community College District

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

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

Name: Peter J. Hardash  
Vice Chancellor

Name: Fredrick Williams  
Vice Chancellor of

Title: Business Operations/Fiscal Services

Title: Finance & Facilities

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

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

Board Approval Date: April 9, 2018

95-2394131  
Employer/Taxpayer Identification Number (EIN)



2323 N. Broadway, Ste. 201  
Santa Ana, CA 92706

***Statement of Work (SOW): RSCCD Business Entrepreneurship Sector/ Use of Funds from Strong Workforce Project (SWP), One-Time to Region/College***

Date:	March 21, 2018	
Funds Provided By:	Rancho Santiago CCD 2323 N. Broadway, Ste. 201 Santa Ana, CA 92706	Cathleen Greiner, Ph.D. DSN, Small Business
College Commitment for Allowable Use of Funds:	Fullerton College, NOCCCD School of Business 321 E. Chapman Avenue Fullerton, CA 92832	Douglas Benoit Dean, Business and CIS Division

**Statement of Work**

This Statement of Work (SOW) codifies the Business and Entrepreneurship licensing process to provide and verify results in collaboration with Orange County Regional Community Colleges. In order to support faculty in assisting students with career technical/vocational needs related to employment and/or upskilling, preparing for transfer success, or seeking to start a business, this proposed process centralizes systematic access to industry certification. The industry-based certification content evaluates and certifies proficiency in the subject matter. The content objectives have been established by advisory boards composed of high-level business and educational experts from across the country. The outcomes and benefits for students include:

- *Industry-recognized certification*
- *Evidence of skills employers value*
- *Enhance resume, embed certification into portfolios and LinkedIn profiles, where applicable*
- *Gain experience and use of information in relevant content area*
- *Strengthen transfer/higher education opportunities [Certiport Summary Sheet, 2018]*

The Pilot Project goal is to facilitate funding of the certifying licensing processes to expedite support for faculty and student participation whereby students gain relevant content and certification validation to enhance educational and employment success.

**Pilot Project**

Rancho Santiago Community College District (RSCCD) will provide supplemental grant funds to projects that meet regional work plan objectives of the Strong Workforce Program (SWP) regional initiative. Fullerton College will utilize funds to purchase a Certification Site License. RSCCD will not be automatically renewing funding in subsequent years. It will be Fullerton College’s responsibility after the initial purchase to fund future

years. Fullerton College will work directly with the certification company to handle the deployment of the certifications. RSCCD will not be responsible for providing any other support for the certification process at the College.

Fullerton College will use SWP funds dispersed by RSCCD to conduct allowable activities and projects on behalf of community college student participants. Faculty will integrate the testing into their specified courses relevant to licensing certification content as a means for students to demonstrate their proficiency of industry valued skills in MOS or ESB.

**Period of Performance**

The Microsoft Office Suite/Entrepreneurial and Small Business (MOS/ESB) Certification Site License Pilot project will integrate a third party industry recognized credential into the Business Pathways for students identified by instructors who complete course requirements and give those students an opportunity to take the test at no cost. This testing will show proficiency of subject matter and is recognized by employers and industry as valued. These skills are relevant across all sectors and are a significant part of preparing students for employment and the new world of work in the 21<sup>st</sup> Century.

The Project shall commence on April 10, 2018, and shall continue through December 31, 2018.

**Project Workplan**

Listed below are the major components of Fullerton College’s proposed Project, expected completion timelines, and expected outcomes. Begin with the Project’s key objective.

#	Activities	Timeline	Performance Outcomes
1.	Microsoft Office Suite Site License	4/10/18 – 12/31/18	Number of students taking the class
	Reporting Outcomes and Results		Number of students participating in and passing the licensing exam.
2.	Entrepreneurial and Small Business Certification Site License	4/10/18 – 12/31/18	Number of students taking the class
	Reporting Outcomes and Results		Number of students participating in and passing the licensing exam.

**Deliverable Materials**

Fullerton College will provide evidence of use of funds per the Project’s allowable expenses. The report of activities and outcomes is due by the end of the semester or term in which the Project activities were completed.

**Fund Dispersal**

The total cost for this Project pursuant to this scope of work shall not exceed \$5,980.00.

<b>MOS and ESB Third Party Industry Certification Site License</b>		
Item Description   Entity	Project	Amount
Microsoft Office Suite Site License	Pilot Project 2018-19 [Professor: _____] <b>Please fill out.</b>	2,925.00
Entrepreneurial and Small Business Certification Site License	Pilot Project 2018-19 [Professor: _____] <b>Please fill out.</b>	3,055.00
<b>Total for 2018 Pilot Project, Certiport Licensing</b>		<b>\$5,980.00</b>

Upon completion of this Project, please forward reporting outcomes to the Deputy Sector Navigator, Small Business, RSCCD at Greiner\_Cathleen@rsccd.edu.

**Completion Criteria**

Fullerton College shall have fulfilled its obligations when the following occurs:

- Evidence of accomplishing the activities described within this scope of work
- Administrators and Instructors will be able to use the metrics of students who gain certifications to validate *more and better* CTE. Instructors will offer the test at least once per semester for all students enrolled in relevant content specified courses (MOS/ESB) spring, summer and fall 2018.
- College will submit a report to the Small Business Deputy Sector Navigator at the end of each semester/term, as noted above. The report will state the number of exams administered.
- The Outcomes Reporting Rubric completed and submitted.

**Certification Exam Administrations by Semester/Term  
Due and reportable at the end of the relevant semester/term**

EXAM Name	2016	2017	2018	2019
	Exam Administration Number	Exam Administration Number	Exam Administration Number	Exam Administration Number
Interterm (if applicable)				
Spring				
Summer				
Fall				
<b>Total</b>				

**Project Budget**

<b>College Name:</b>	<b>Fullerton College (FC)</b>
<b>District:</b>	<b>North Orange County CCD</b>
<b>Grant Name:</b>	<b>Strong Workforce Program (SWP) – Regional Funds</b>
<b>Performance Period:</b>	<b>April 10, 2018 – December 31, 2018</b>

<b>Contact</b>	<b>Name</b>	<b>Email</b>	<b>Phone No.</b>
<b>FC</b>	<b>Douglas Benoit</b>	<b>dbenoit@fullcoll.edu</b>	<b>714-325-5324</b>
<b>RSCCD</b>	<b>A. Cathleen Greiner</b>	<b>greiner_cathleen@rsccd.edu</b>	<b>714-564-5200</b>

<b>Object Code</b>	<b>Description</b>	<b>TOTAL COSTS</b>
<b>1000</b>		
<b>2000</b>		
<b>3000</b>		
<b>4000</b>		
<b>5000</b>	MOS and ESB Third Party Industry Certification Site License	
	Microsoft Office Suite Site License	<b>\$2,925.00</b>
	Entrepreneurial and Small Business Certification Site License	<b>\$3,055.00</b>
<b>6000</b>		
<b>TOTAL BUDGET</b>		<b>\$5,980.00</b>

**SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**FOR THE  
STRONG WORKFORCE PROGRAM – REGIONAL FUNDS INITIATIVE  
ORANGE COUNTY REGION**

This sub-agreement (hereinafter “Agreement”) is entered into on this 9<sup>th</sup> day of April 2018, between Rancho Santiago Community College District (hereinafter “FISCAL AGENT”) and South Orange County Community College District on behalf of *Irvine Valley College* (hereinafter “SUBCONTRACTOR”). FISCAL AGENT and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement. This Agreement is based on the Strong Workforce Program - Regional Funds Initiative agreement between the FISCAL AGENT and the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”).

WHEREAS, the Rancho Santiago Community College District was designated as the FISCAL AGENT for the Strong Workforce Program – Regional Funds Initiative for the Los Angeles and Orange County region and is responsible for distributing funds to the community college districts within the region following certification of the regional plans by the Regional Consortia, and is responsible for monitoring the work of the Agreement for compliance with the terms and conditions of the funds, as delineated in the FISCAL AGENT’s Scope of Work; and

WHEREAS, FISCAL AGENT has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of the Agreement according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties agree as follows:

1. Statement of Work  
SUBCONTRACTOR agrees to implement the work as described in the Scope of Work (**Exhibit A**), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.
2. Period of Performance  
The period of performance for this Agreement shall be from April 10, 2018 through December 31, 2018.
3. Total Cost

The total cost to FISCAL AGENT for performance of this Agreement shall not exceed **\$5,980.00** USD, to be funded by the Strong Workforce Program Regional Initiative - *Small Business Vertical Sector Project*.

4. Budget

SUBCONTRACTOR agrees that the expenditures of any and all funds under this Agreement will be in accordance with the Project Budget (**Exhibit B**), which by reference is incorporated into this Agreement.

5. Payment

A one-time payment will be issued to SUBCONTRACTOR upon FISCAL AGENT's receipt of the fully executed Agreement and a detailed invoice for the disbursement. Payment to SUBCONTRACTOR shall not exceed the amount listed under "Total Cost" in the Agreement.

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ATTN: Dr. Cathleen Greiner, Small Business Deputy Sector Navigator  
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7. Reporting

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8. Expenditure of Funds

SUBCONTRACTOR agrees to comply with all funding requirements and that it is solely responsible for the appropriate expenditure of all funds received and for any misappropriation or dis-allowment of funds.

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FISCAL AGENT will not be requesting a time extension for program activities from the PRIME SPONSOR. As a result, SUBCONTRACTOR will not be granted an extension. Therefore, SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement. Under this Agreement, SUBCONTRACTOR will only be reimbursed for expenses that are incurred on or prior to **December 31, 2018**.

10. Independent Contractor

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11. Subcontract Assignment

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SUBCONTRACTOR shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with state SUBCONTRACTOR guidelines. SUBCONTRACTOR shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by SUBCONTRACTOR. By entering into this Agreement SUBCONTRACTOR agrees that it is the direct provider of intended services. Upon request, SUBCONTRACTOR shall submit to FISCAL AGENT copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

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- B. All products resulting from this Agreement or its subcontracts in whole or in part shall reference the California Community Colleges, Chancellor's Office and the specific funding source (Strong Workforce Program).
- C. All references to the project shall include the phrase, "funded in part by the California Community Colleges, Chancellor's Office."

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insurance it has adequate liability, general liability and workers' compensation to provide coverage for liabilities arising out of the Parties performance of this contract.

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**FISCAL AGENT:**

Rancho Santiago Community College District

**Primary Contact:**

Rancho Santiago Community College District  
Small Business Development Center  
ATTN: Dr. Cathleen Greiner, Small Business Deputy Sector Navigator  
2323 North Broadway, Suite 201  
Santa Ana, CA 92706  
(714) 564-5202; Greiner\_Cathleen@rsccd.edu

Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services  
2323 North Broadway, Ste. 404-1  
Santa Ana, CA 92706  
(714) 480-7340, Hardash\_Peter@rsccd.edu

**SUBCONTRACTOR:**

North Orange County Community College District

**Primary Contact:**

Traci Fahimi, Dean of Social & Behavioral Sciences, Business Sciences  
Irvine Valley College  
5500 Irvine Center Drive  
Irvine, CA 92618  
(949) 451-5310; tfahimi@ivc.edu

**Fiscal Contact:**

Ann-Marie Gabel, CPA  
Vice Chancellor, Business Services  
28000 Marguerite Parkway  
Mission Viejo, CA 92692  
(949) 582-4664; agabel@socccd.edu

20. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the Parties agree that all other provisions of this Agreement remain in full force and effect and shall not be affected thereby.

21. Waiver

Any waiver by FISCAL AGENT of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term. Failure on the part of Fiscal Agent to require full, exact, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms of this Agreement, or stopping FISCAL AGENT from enforcing the terms of this Agreement.

22. Severability

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

23. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

As the Agreement is contingent upon the availability of funds, and is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, FISCAL AGENT may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

24. Assurances

By signing this Agreement the Parties certify they will comply with the terms and conditions outlined in the Strong Workforce Program Trailer Bill, and with the guidance documents provided by the California Community College Chancellor's Office, as set forth and incorporated into this Agreement by reference.

By signing this Agreement the SUBCONTRACTOR certifies that it complies with state and federal requirements for Standards of Conduct, Workers' Compensation Insurance, Participation in Project-Funded Activities, Non-Discrimination, Accessibility for Persons with Disabilities, Drug-Free Workplace Certification, Intellectual Property, and Debarment and Suspension, and will adhere to these legal standards and requirements in the performance of work related to this Agreement.

25. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SUBCONTRACTOR: South Orange County  
Community College District

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

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

Name: Peter J. Hardash

Name: Ann-Marie Gabel, CPA

Vice Chancellor

Title: Business Operations/Fiscal Services

Title: Vice Chancellor, Business Services

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

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

Board Approval Date: April 9, 2018

95-2479872

Employer/Taxpayer Identification Number (EIN)



2323 N. Broadway, Ste. 201  
Santa Ana, CA 92706

***Statement of Work (SOW): RSCCD Business Entrepreneurship Sector/ Use of Funds from Strong Workforce Project (SWP), One-Time to Region/College***

Date:	March 20, 2018	
Funds Provided By:	Rancho Santiago CCD 2323 N. Broadway, Ste. 201 Santa Ana, CA 92706	Cathleen Greiner, Ph.D. DSN, Business/Entrepreneurship
College Commitment for Allowable Use of Funds:	Irvine Valley College, SOCCCD School of Business Sciences 5500 Irvine Center Drive Irvine, CA 92618	Traci Fahimi Dean, Social and Behavioral Sciences, Business Sciences

**Statement of Work**

This Statement of Work (SOW) codifies the Business and Entrepreneurship licensing process to provide and verify results in collaboration with Orange County Regional Community Colleges. In order to support faculty in assisting students with career technical/vocational needs related to employment and/or upskilling, preparing for transfer success, or seeking to start a business, this proposed process centralizes systematic access to industry certification. The industry-based certification content evaluates and certifies proficiency in the subject matter. The content objectives have been established by advisory boards composed of high-level business and educational experts from across the country. The outcomes and benefits for students include:

- *Industry-recognized certification*
- *Evidence of skills employers value*
- *Enhance resume, embed certification into portfolios and LinkedIn profiles, where applicable*
- *Gain experience and use of information in relevant content area*
- *Strengthen transfer/higher education opportunities [Certiport Summary Sheet, 2018]*

The Pilot Project goal is to facilitate funding of the certifying licensing processes to expedite support for faculty and student participation whereby students gain relevant content and certification validation to enhance educational and employment success.

**Pilot Project**

Rancho Santiago Community College District (RSCCD) will provide supplemental grant funds to projects that meet regional work plan objectives of the Strong Workforce Program (SWP) regional initiative. Irvine Valley College will utilize funds to purchase a Certification Site License. RSCCD will not be automatically renewing funding in subsequent years. It will be Irvine Valley College’s responsibility after the initial purchase to fund

future years. Irvine Valley College will work directly with the certification company to handle the deployment of the certifications. RSCCD will not be responsible for providing any other support for the certification process at the College.

Irvine Valley College will use SWP funds dispersed by RSCCD to conduct allowable activities and projects on behalf of community college student participants. Faculty will integrate the testing into their specified courses relevant to licensing certification content as a means for students to demonstrate their proficiency of industry valued skills in MOS or ESB.

**Period of Performance**

The Microsoft Office Suite/Entrepreneurial and Small Business (MOS/ESB) Certification Site License Pilot project will integrate a third party industry recognized credential into the Business Pathways for students identified by instructors who complete course requirements and give those students an opportunity to take the test at no cost. This testing will show proficiency of subject matter and is recognized by employers and industry as valued. These skills are relevant across all sectors and are a significant part of preparing students for employment and the new world of work in the 21<sup>st</sup> Century.

The Project shall commence on April 10, 2018, and shall continue through December 31, 2018.

**Project Workplan**

Listed below are the major components of Irvine Valley College’s proposed Project, expected completion timelines, and expected outcomes. Begin with the Project’s key objective.

#	Activities	Timeline	Performance Outcomes
1.	Microsoft Office Suite Site License	4/10/18 – 12/31/18	Number of students taking the class
	Reporting Outcomes and Results		Number of students participating in and passing the licensing exam.
2.	Entrepreneurial and Small Business Certification Site License	4/10/18 – 12/31/18	Number of students taking the class
	Reporting Outcomes and Results		Number of students participating in and passing the licensing exam.

**Deliverable Materials**

Irvine Valley College will provide evidence of use of funds per the Project’s allowable expenses. The report of activities and outcomes is due by the end of the semester or term in which the Project activities were completed.

**Fund Dispersal**

The total cost for this Project pursuant to this scope of work shall not exceed \$5,980.00.

<b>MOS and ESB Third Party Industry Certification Site License</b>		
<b>Item Description   Entity</b>	<b>Project</b>	<b>Amount</b>
Microsoft Office Suite Site License	Pilot Project 2018-19 [Professor Kussoy]	2,925.00
Entrepreneurial and Small Business Certification Site License	Pilot Project 2018-19 [Professor Russo]	3,055.00
<b>Total for 2018 Pilot Project, Certiport Licensing</b>		<b>\$5,980.00</b>

Upon completion of this Project, please forward reporting outcomes to the Deputy Sector Navigator, Small Business, RSCCD at Greiner\_Cathleen@rsccd.edu.

**Completion Criteria**

Irvine Valley College shall have fulfilled its obligations when the following occurs:

- Evidence of accomplishing the activities described within this scope of work
- Administrators and Instructors will be able to use the metrics of students who gain certifications to validate *more and better* CTE. Instructors will offer the test at least once per semester for all students enrolled in relevant content specified courses (MOS/ESB) spring, summer and fall 2018.
- College will submit a report to the Small Business Deputy Sector Navigator at the end of each semester/term, as noted above. The report will state the number of exams administered.
- The Outcomes Reporting Rubric completed and submitted.

**Certification Exam Administrations by Semester/Term  
Due and reportable at the end of the relevant semester/term**

<b>EXAM Name</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
	<b>Exam Administration Number</b>	<b>Exam Administration Number</b>	<b>Exam Administration Number</b>	<b>Exam Administration Number</b>
Interterm (if applicable)				
Spring				
Summer				
Fall				
<b>Total</b>				

**Project Budget**

<b>College Name:</b>	<b>Irvine Valley College (IVC)</b>
<b>District:</b>	<b>South Orange County CCD</b>
<b>Grant Name:</b>	<b>Strong Workforce Program (SWF) – Regional Funds</b>
<b>Performance Period:</b>	<b>April 10, 2018 – December 31, 2018</b>

<b>Contact</b>	<b>Name</b>	<b>Email</b>	<b>Phone No.</b>
<b>IVC</b>	<b>Traci Fahimi</b>	<b>tfahimi@ivc.edu</b>	<b>949-451-5310</b>
<b>RSCCD</b>	<b>A. Cathleen Greiner</b>	<b>greiner_cathleen@rsccd.edu</b>	<b>714-564-5200</b>

<b>Object Code</b>	<b>Description</b>	<b>TOTAL COSTS</b>
<b>1000</b>		
<b>2000</b>		
<b>3000</b>		
<b>4000</b>		
<b>5000</b>	MOS and ESB Third Party Industry Certification Site License	
	Microsoft Office Suite Site License	<b>\$2,925.00</b>
	Entrepreneurial and Small Business Certification Site License	<b>\$3,055.00</b>
<b>6000</b>		
<b>TOTAL BUDGET</b>		<b>\$5,980.00</b>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To:	Board of Trustees	Date: April 9, 2018
Re:	Approval of Second Amendment to Sub-Agreement between RSCCD and Chaffey Community College District for the Career Technical Education (CTE) Data Unlocked Initiative	
Action:	Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District (RSCCD) was selected to serve as the Fiscal Agent for the California Community Colleges Chancellor's Office's Career Technical Education (CTE) Data Unlocked Initiative to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges. As the Fiscal Agent, RSCCD will develop sub-agreements with CTE Data Unlocked Initiative implementation partners.

**ANALYSIS**

The California Community Colleges Chancellor's Office selected Chaffey Community College District to host the Sector Navigator for Energy, Construction and Utilities. Each Sector Navigator has worked with regions and colleges to participate in Industry Sector Projects in Common (ISPIC) to implement industry-validated best practices and models for workforce development in the sector. On February 26, 2018, a sub-agreement was developed with Chaffey CCD for the Sector Navigator-Energy, Construction and Utilities to implement an ISPIC for the sector (DO-17-2220-151). The Sector Navigator submitted a more detailed scope of work for the ISPIC project that was approved by the Chancellor's Office and submitted to the Board as the first amendment on March 26, 2018. The attached second amendment has been developed to modify the total cost from \$440,000.00 to \$400,000.00 (reduced by \$40,000.00), as reflected in the approved scope of work.

**Project Director:** Sarah Santoyo **Project Administrator:** Enrique Perez

**RECOMMENDATION**

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

Fiscal Impact: -\$40,000.00 (grant-funded)	Board Date: April 9, 2018
Prepared by: Sarah Santoyo, Executive Director of Resource Development	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**SECOND AMENDMENT TO GRANT SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
CHAFFEY COMMUNITY COLLEGE DISTRICT**

This **Second Amendment** to the grant sub-agreement (hereinafter "Agreement") is entered into on this 9<sup>th</sup> day of April, 2018, between Rancho Santiago Community College District (hereinafter "RSCCD") and Chaffey Community College District (hereinafter "SUBCONTRACTOR") on behalf of the Sector Navigator for Energy, Construction & Utilities, to amend that certain Agreement #DO-17-2220-151 dated February 26, 2018 and First Amendment #DO-17-2220-151.01 dated March 26, 2018 (scope of work) between the parties with a term of February 26, 2018 through December 31, 2018 (hereinafter "Term"). RSCCD and SUBCONTRACTOR may be referred to individually as a "Party" and collectively as the "Parties" in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the "CTE Data Unlocked Initiative," Prime Award #15-197-001 (hereinafter "Grant"), from the California Community Colleges Chancellor's Office (hereinafter "PRIME SPONSOR"), Workforce and Economic Development Division, to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges.

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties mutually agree to amend the following:

**Total Cost is amended as follows:**

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed **\$400,000.00 USD**.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Second Amendment to be executed as of the date that both Parties have signed the Amendment.

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SUBCONTRACTOR: *Chaffey Community  
College District*

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

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

Name: Peter J. Hardash  
Vice Chancellor

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

Title: Business Operations/Fiscal Services

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

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

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

Board Approval Date: April 9, 2018

95-6000558  
Employer/Taxpayer Identification Number (EIN)

**FIRST AMENDMENT TO GRANT SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
CHAFFEY COMMUNITY COLLEGE DISTRICT**

This **First Amendment** to the grant sub-agreement (hereinafter “Agreement”) is entered into on this 26th day of March, 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Chaffey Community College District (hereinafter “SUBCONTRACTOR”) on behalf of the Sector Navigator for Energy, Construction & Utilities, to amend that certain Agreement between the parties which commenced on February 26, 2018; and

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the “CTE Data Unlocked Initiative,” Prime Award #15-197-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges; and WHEREAS, PRIME SPONSOR and SUBCONTRACTOR want to implement an Industry Sector Project in Common;

NOW, THEREFORE, the Parties mutually agree as follows:

**Statement of Work is amended as follows:**

1. Statement of Work

SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A.1*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this FIRST AMENDMENT to be executed as of the day that both Parties have signed the Amendment.

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SUBCONTRACTOR: *Chaffey Community  
College District*

By: \_\_\_\_\_  
Name: Peter J. Hardash  
\_\_\_\_\_  
Vice Chancellor  
Title: Business Operations/Fiscal Services  
\_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
\_\_\_\_\_  
Title: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

Board Approval Date: March 26, 2018

95-6000558  
\_\_\_\_\_  
Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A.1 Revised Work Plan/Scope of Work

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: ECU Sector Industry Sector Projects in  
Common (ISPIC)

DISTRICT: Chaffey CCD

COLLEGE: 0.0

RFA NUMBER: N/A

**Statement of Work (Annual Workplan)  
Objectives**

Objective: 1

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.1	Expand Work-based Learning Planning & Tools (WBL) to colleges offering Facility Management Programs, supporting student internships and employment	WBL added to Facility Management programs as follows: LAOC = 1 college, South Central = 1 college, Bay Area = 1 college	5/18 - Add 1 college 10/18 - Add 1 college 12/18 - Add 1 college	Bruce Greenstein Bruce Noble Dave Teasdale
1.2	Expand Work-based Learning Planning & Tools (WBL) to colleges offering HVACR Programs, supporting student internships and employment	WBL added to HVACR programs as follows: LAOC = 1 college, South Central = 1 college, Bay Area = 1 college	5/18 - Add 1 college 10/18 - Add 1 college 12/18 - Add 1 college	Bruce Noble Dave Teasdale Bruce Greenstein
1.3		Total ISPIC funding = \$60,000		

5.3 (5)

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: ECU Sector Industry Sector Projects in  
Common (ISPIC)

DISTRICT: Chaffey CCD

COLLEGE: 0.0

RFA NUMBER: N/A

**Statement of Work (Annual Workplan)  
Objectives**

Objective: 2

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
2.1	Develop themes and messages for 13 career videos through interviews and focus groups	Themes and messaging complete	5/18 - themes defined for all videos 6/18 - Messaging complete for 4 occupations 7/18 - Messaging complete for 3 occupations 8/18 - Messaging complete for 3 occupations	Jim Caldwell Jim Caldwell Jim Caldwell Jim Caldwell
2.2	Complete scripting of career videos that link to specific occupations and amplify the effectiveness of Enrollment Concierge	Scripting Complete	7/18 - Scripting complete for 4 videos 8/18 - Scripting complete for 3 videos 9/18 - Scripting complete for 3 videos	Jim Caldwell Jim Caldwell Jim Caldwell

5.3 (6)

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: ECU Sector Industry Sector Projects in  
Common (ISPIC)

DISTRICT: Chaffey CCD

COLLEGE: 0.0

RFA NUMBER: N/A

**Statement of Work (Annual Workplan)  
Objectives**

Objective: 2

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
2.3	Production, posting, and distribution of 13 career videos (Connects to expansion of Enrollment Concierge initiative)	Production, posting, and distribution complete	9/18 - Complete 4 videos 10/18 - Complete 3 videos 11/18 - Complete 3 videos	Jim Caldwell Jim Caldwell Jim Caldwell
2.4		Total ISPIC funding = \$70,000		

5.3 (7)

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: ECU Sector Industry Sector Projects in  
Common (ISPIC)

DISTRICT: Chaffey CCD

COLLEGE: 0.0

RFA NUMBER: N/A

**Statement of Work (Annual Workplan)  
Objectives**

Objective:	<u>3</u>
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#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
3.1	Compile current labor market research into a curated repository and develop analyses to inform development of a comprehensive marketing and outreach campaign	A readily-accessible curated library of market research; specifications for marketing and outreach campaign	4/18 - Complete compilation	Jim Caldwell
			5/18 - Complete analyses	Jim Caldwell
			5/18 - Draft specifications for marketing campaign	Jim Caldwell
3.2	Develop a branding and marketing strategy that integrates BESP, Automation, and Sustainability into a comprehensive overarching set of themes for marketing and outreach	A comprehensive marketing and branding strategy	4/18 - Define elements to be included in the strategy	Jim Caldwell
			5/18 - Inform analysis of market research	Jim Caldwell
			6/18 - First draft of branding & marketing strategy	Jim Caldwell

5.3 (8)

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: ECU Sector Industry Sector Projects in  
Common (ISPIC)

DISTRICT: Chaffey CCD

COLLEGE: 0.0

RFA NUMBER: N/A

**Statement of Work (Annual Workplan)  
Objectives**

Objective: 3

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
3.3	Cultivate a thought leadership strategy to inform a series of communications, including articles, blogs, Ted Talks, videos, and policymaker briefings	A comprehensive thought leadership strategy	4/18 -Define elements to be included in the strategy 5/18 - Define audiences and communications 6/18 - First draft of thought leadership strategy	Jim Caldwell Jim Caldwell Jim Caldwell
3.4	Launch an integrated branding, marketing, and thought leadership campaign (Connects to BESP, Automation, and Sustainability initiatives in objectives 2, 4, and 5)	Successful statewide launch of branding, marketing, and thought leadership strategy	6/18 - Preliminary launch strategy 8/18 - Pilot launch of the campaign 9/18 - Full launch of the campaign	Jim Caldwell Jim Caldwell Jim Caldwell
3.5	Complete an assessment of the campaign	An assessment that reveals successful strategies and tactics plus opportunities for improvement	6/18 Design assessment 8/18 - Implement assessment plan 12/18 - Complete assessment	Jim Caldwell/ 3rd party assessor Jim Caldwell / 3rd party assessor Jim Caldwell / 3rd party assessor

5.3 (9)

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: ECU Sector Industry Sector Projects in  
Common (ISPIC)

DISTRICT: Chaffey CCD

COLLEGE: 0.0

RFA NUMBER: N/A

**Statement of Work (Annual Workplan)  
Objectives**

Objective: 3

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
3.6		Total ISPIC funding = \$110,000		

5.3 (10)

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: ECU Sector Industry Sector Projects in  
Common (ISPIC)

DISTRICT: Chaffey CCD

COLLEGE: 0.0

RFA NUMBER: N/A

**Statement of Work (Annual Workplan)  
Objectives**

Objective: 4

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
4.1	Complete plans to cultivate Expert Networks that engage faculty and industry in advancing initiatives for BESP, Automation, and Sustainability.	A complete launch plan	4/18 - Convene a small group of faculty champions 5/18 - Complete the launch plan	Jim Caldwell Jim Caldwell
4.2	Convene an Expert Network launch event that encompasses all three initiatives	Convene faculty and industry stakeholders at the California Independent System Operator	4/18 - Complete arrangements for CallSO convening 6/18 - Convene combined expert network meeting	Jim Caldwell Jim Caldwell

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: ECU Sector Industry Sector Projects in  
Common (ISPIC)

DISTRICT: Chaffey CCD

COLLEGE: 0.0

RFA NUMBER: N/A

**Statement of Work (Annual Workplan)  
Objectives**

Objective: 4

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
4.3	Convene one Expert Network event for each of the three initiatives	Complete convenings: BESP, Automation, and Sustainability	9/18 - BESP convening 10/18 - Automation convening 11/18 - Sustainability convening	Jon Caffery Jim Caldwell Bruce Noble
4.4		Total ISPIC funding = \$30,000		

5.3 (12)

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: ECU Sector Industry Sector Projects in  
Common (ISPIC)

DISTRICT: Chaffey CCD

COLLEGE: 0.0

RFA NUMBER: N/A

**Statement of Work (Annual Workplan)  
Objectives**

Objective: 5

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
5.1	Develop a marketing and outreach plan to cultivate "employer ecosystems" that will offer internships and employment opportunities to students in BESP, Automation, and Sustainability programs	Marketing and outreach plan complete	5/18 - convene key stakeholders to develop plan	Jim Caldwell
			6/18 Complete first draft of plan	Jim Caldwell
			8/18 - Finalize the plan	Jim Caldwell
5.2	Launch marketing and outreach campaign in participating regions	Successful campaign launch	7/18 - launch statewide to engage industry participants	Jim Caldwell

5.3 (13)

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: ECU Sector Industry Sector Projects in  
Common (ISPIC)

DISTRICT: Chaffey CCD

COLLEGE: 0.0

RFA NUMBER: N/A

**Statement of Work (Annual Workplan)  
Objectives**

Objective: 5

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
5.3	Convene employers and faculty to plan internships and employment (connects to Objective 1, Work-based Learning)	Complete convenings in three regions	9/18 - Convening in 1st region 10/18 - Convening in 2nd region 11/18 - Convening in 3rd region	Jim Caldwell Regional DSN or Prop 39 Director Regional DSN or Prop 39 Director
5.4	Assess the effectiveness of the employer ecosystem initiative	Complete assessment that identifies succesful strategies and opportunities for improvement	8/18 - Develop assessment plan 12/18 - complete the assessment	Jim Caldwell/ 3rd party assessor Jim Caldwell / 3rd party assessor
5.5		Total ISPIC funding = \$40,000		

5.3 (14)

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: ECU Sector Industry Sector Projects in  
Common (ISPIC)

DISTRICT: Chaffey CCD

COLLEGE: 0.0

RFA NUMBER: N/A

**Statement of Work (Annual Workplan)  
Objectives**

Objective:	<u>6</u>
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#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
6.1	Develop faculty guide to BESP planning and implementation	Completed faculty guide	4/18 - Develop draft guide 6/18 - complete reviews with selected faculty 8/18 - Finalize guide	Jim Caldwell / Jon Caffery Jon Caffery Jim Caldwell / Jon Caffery
6.2	Create marketing plan for scaling BESP to multiple colleges	Complete marketing plan	7/18 - complete marketing plan draft 8/18 - finalize marketing plan	ECU team ECU team

5.3 (15)

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: ECU Sector Industry Sector Projects in  
Common (ISPIC)

DISTRICT: Chaffey CCD

COLLEGE: 0.0

RFA NUMBER: N/A

**Statement of Work (Annual Workplan)  
Objectives**

Objective: 6

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
6.3	Develop planning schedule with participating colleges	Schedule meetings during Fall semester	8/18 - draft planning schedule 9/18 - Confirm dates with faculty at participating colleges	Regional DSNs and Prop 39 Directors Regional DSNs and Prop 39 Directors
6.4	Complete planning for BESP adaptation at each participating college	Complete planning at colleges as scheduled	10/18 - complete planning at 1st region 11/18 - complete planning at 2nd region 12/18 - complete planning at 3rd region	Regional DSNs and Prop 39 Directors Regional DSNs and Prop 39 Directors Regional DSNs and Prop 39 Directors
6.5		Total ISPIC funding = \$90,000		

5.3 (16)

**GRANT SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
CHAFFEY COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter "Agreement") is entered into on this 26<sup>th</sup> day of February, 2018, between Rancho Santiago Community College District (hereinafter "RSCCD") and Chaffey Community College District (hereinafter "SUBCONTRACTOR"), on behalf of the Sector Navigator for Energy, Construction & Utilities. RSCCD and SUBCONTRACTOR may be referred to individually as a "Party" and collectively as the "Parties" in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the "CTE Data Unlocked Initiative," Prime Award #15-197-001 (hereinafter "Grant"), from the California Community Colleges Chancellor's Office (hereinafter "PRIME SPONSOR"), Workforce and Economic Development Division, to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges.

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

**ARTICLE I**

1. **Statement of Work**

SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from February 26, 2018 through December 31, 2018.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$440,000.00 USD.

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*), approved by the PRIME SPONSOR, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

5. Payment

Ninety percent (90%) of the total cost will be issued to SUBCONTRACTOR upon RSCCD's receipt of the fully executed Agreement and an invoice for that disbursement. Final payment of the remaining 10% shall be contingent upon approval by the PRIME SPONSOR. Payments to the SUBCONTRACTOR may not exceed the amount listed above under Article I.3. "Total Costs."

6. Invoices

To receive the first payment, the SUBCONTRACTOR must submit an invoice that includes a description of the plan for ISPICS projects. RSCCD may request back-up documentation, if required to adhere to compliance terms and standards. Final payment is contingent upon completion of the Scope of Work (*Exhibit A*), upon receipt of a final invoice requesting payment, and upon the PRIME SPONSORS approval of a final report, if required by the PRIME SPONSOR. Invoices should be submitted to the following:

Rancho Santiago Community College District  
ATTN: Sarah Santoyo  
2323 North Broadway, Suite 350  
Santa Ana, CA 92706  
Santoyo\_Sarah@rsccd.edu

7. Reporting

Through this Agreement, SUBCONTRACTOR agrees to provide data and submit reports, as requested by the PRIME SPONSOR. SUBCONTRACTOR will provide this information to RSCCD or PRIME SPONSOR in a timely manner.

8. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

9. Modifications

Substantial changes to the program components and service levels detailed in the Scope of Work must be submitted for prior approval to the PRIME SPONSOR and RSCCD.

10. Time Extensions

SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

11. Independent Contractor

SUBCONTRACTOR agrees that the services provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

12. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by the PRIME SPONSOR or RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement.

SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. SUBCONTRACTOR shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by SUBCONTRACTOR. By entering into this Agreement SUBCONTRACTOR agrees that it is the direct provider of intended services. Upon request, SUBCONTRACTOR shall submit to the PRIME SPONSOR or RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

13. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

14. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

15. Mutual Indemnification

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

employees.

**16. Termination**

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination.

**17. Disputes**

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by the PRIME SPONSOR and/or RSCCD. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

**18. Notices**

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

**RSCCD: Primary Contact:**  
Rancho Santiago Community College District  
Sarah Santoyo  
2323 N. Broadway, Suite 350  
Santa Ana, CA 92706  
(714) 480-7466; [santoyo\\_sarah@rsccd.edu](mailto:santoyo_sarah@rsccd.edu)

**Fiscal Representative:**

Rancho Santiago Community College District  
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services  
2323 North Broadway, Ste. 404-1  
Santa Ana, CA 92706  
(714) 480-7340, [hardash\\_peter@rsccd.edu](mailto:hardash_peter@rsccd.edu)

**SUBCONTRACTOR:**

**Primary Contact:**

Jim Caldwell, Sector Navigator  
Chaffey College  
13170 Seventh Street  
Chino, CA 91710  
(925) 899-2665, [jcaldwell@workforceincubator.com](mailto:jcaldwell@workforceincubator.com)

19. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

20. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

**ARTICLE II**

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 01/16 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

Sub-Agreement between RSCCD and Chaffey Community College District

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SUBCONTRACTOR: *Chaffey Community  
College District*

By:   
Name: Peter J. Hardash  
Title: Vice Chancellor  
Business Operations/Fiscal Services  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Board Approval Date: February 26, 2018

95-6000558  
Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Work Plan/Scope of Work

## EXHIBIT A

### Sector Navigator Scope of Work for Industry Sector Projects-in-Common

#### Background

A number of Strong Workforce Recommendations were identified that had economy of scale for "projects in-common" across all regions, including the Strong Workforce Recommendation to *Develop and broadly publicize industry-informed career pathways that prepare students for jobs needed within the regional labor market.* These projects are referred to as "industry sector projects in-common" (ISPIC) across the state or in multi-regions. Existing Sector Navigator (SN) and Deputy Sector Navigator (DSN) investments have provided effective practices for addressing this recommendation and a number of the goals outlined in the Board of Governor's recently adopted [Vision for Success](#).

In order to identify opportunities that bring SN and DSN seeded programs to scale, the SNs have been asked to collaborate with colleges and Regional Consortiums. The SN would be able to match a SWP investment from a regional or local share with Industry Sector Projects in Common (Sector Projects) funding. Each Sector Navigator will have up to \$400,000 to subscribe for leveraging with regional or local share SWP funds.

ISPIC opportunities will be identified and provided by Sector Navigators (SN). These opportunities will help our regions and colleges optimize their Strong Workforce Program funds. By co-investing in data-backed programs colleges will be able to further plans, and bring about targeted student outcomes. We encourage colleges, regions, SNs, and DSNs to focus on the six ambitious goals outlined in the Board of Governor's recently adopted [Vision for Success](#).

#### Chancellor's Office Expectations

- Regional Consortia's fully integrate ISPIC into their regional planning and deliberations regarding SWP regional priorities.
- All SNs, on behalf of their sector will populate a final version of the template provided by the Chancellor's Office with their final ISPICS.
- ISPICs will be "rolled up" into a comprehensive list of ISPICs by sector, which RCs will use to communicate within regions.
- Once we have a list of ISPICs:
  - RCs first communicate ISPICs to CEOs/CIOs/CTE Deans within their regions;
  - SNs communicate broadly as necessary to garner support; and
  - DSNs communicate to relevant faculty/other stakeholders within their regions
- The Team encourages SNs to consider limiting the number of ISPICs per sector to max 3-4
- SNs will convene calls with interested partners, to develop ISPICs in a manner that is most suitable for their sector and partner colleges.
- During term of their ISPIC funding the SN, in collaboration with the DSNs that share their sector, will manage their sector projects; which will entail:

- Holding partners accountable regarding expending resources on agreed upon budget and strategy.
- Participating in future reporting requirements.

### **Funding Criteria**

#### *Automatic*

ISPICS projects must entail the following:

1. Two or more regions;
2. A college or Regional Consortia provides a match with their Strong Workforce Program funds<sup>1</sup>;
3. Data driven evidence of the effectiveness of the proposed Sector Project;
4. A supply and demand justification for the proposed regions; and
5. SWP Measures driven strategy with projected outcomes

#### *Requiring WEDD Approval*

Should a Sector not meet the *Automatic* threshold, an SN on behalf of their sector may seek their Monitor's Dean's approval for a Sector Project. The threshold provided below is in acknowledgement that SNs and DSNs help the community college system engage and respond rapidly when new technologies, processes, or policies have a rapid impact on the industries they serve. *These early interventions are often where new instructional resources are developed and traditional programs become updated.* They often start with incumbent worker or administrator level training, but may take a while to incorporate into credit programs. For consideration by the assigned dean, the proposal must include the following:

1. Two or more regions;
2. Supply and demand justification for each region;
3. SWP measures driven strategy;
4. Private sector match; and
5. Demonstrated emergent industry sector need

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<sup>1</sup> The SWP is the principal emphasis regarding leveraging resources, however, college and regional match funds may be used, such as Adult Education Block Grant funds, Carl D. Perkins CTE funds, and other college funding.



**COMMUNITY COLLEGE LEAGUE  
OF CALIFORNIA**

**DATE:** February 27, 2018

**TO:** California Community College Trustees  
California Community College District Chancellors/Superintendents

**FROM:** Agnes Lupa, Member Resources Associate

**SUBJECT:** CCCT BOARD ELECTION — 2018

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Pursuant to the CCCT Board Governing Policies, the election of members of the CCCT board of the League will take place between March 10 and April 25. This year there are five (5) seats up for re-election on the board, with three incumbents running and two vacancies due to the three-term limit.

Each community college district governing board shall have one vote for each of the five seats on the CCCT board. Only one vote may be cast for any nominee or write-in candidate. The five candidates who receive the most votes will serve a three-year term.

The seven trustees who have been nominated for election to the board are listed on the enclosed sheet in the Secretary of State's random drawing order of February 9, 2018. This mailing includes the one official ballot to which each community college district is entitled, candidate statements, and biographical sketches of each candidate. Candidates' statements and bios will also be available on the League's website ([www.ccleague.org](http://www.ccleague.org)).

Please remember that:

- 1) ballots must be signed by the board secretary and board president or vice-president and include the name of your district; and*
- 2) ballot return envelopes must have no identifying information or signatures.*

Although it is not required, **you may want to send your ballots via certified mail as we will not have the ability to confirm receipt.**

Official ballots must be signed and returned to the CCCT Elections Committee, League office, with a **postmark dated no later than April 25**. A self-addressed return envelope is enclosed for your convenience. Faxed or emailed ballots will **not** be accepted. The ballots will be opened and counted by three tellers appointed by the CCCT board president with the results announced at the CCCT Annual Conference, May 3-6 in Valencia.

If you have any questions on the CCCT board election, please contact Agnes Lupa at the League office at (916) 444-8641.

Attachments:

- List of Candidates
- CHANCELLORS/SUPERINTENDENTS (GOVERNING BOARD OFFICES) ONLY:
- Official Ballot and Return Envelope
- Candidates' Biographic Sketches and Statements

5.4 (1)

# CCCT 2018 BOARD OFFICIAL BALLOT

Vote for no more than five (5) by checking the boxes next to the names.

## NOMINATED CANDIDATES

List order based on Secretary of State's February 9, 2018 random drawing.

- \*Ann Ransford, Glendale CCD
- Eric Payne, State Center CCD
- Greg Pensa, Allan Hancock CCD
- Greg Bonaccorsi, Ohlone CCD
- \*Brent Hastey, Yuba CCD
- \*Don Edgar, Sonoma County CCD
- Suzanne Woods, Palo Verde CCD

\* Incumbent

## WRITE-IN CANDIDATES

Type each qualified trustee's name and district on the lines provided below.


**Board Secretary and Board President or Board Vice President must sign below:**

This ballot reflects the action of the board of trustees cast in accordance with local board policy.

District: \_\_\_\_\_

\_\_\_\_\_  
Secretary of the Board

\_\_\_\_\_  
President or Vice President of the Board

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**HUMAN RESOURCES DOCKET  
MANAGEMENT/ACADEMIC  
April 9, 2018**

**MANAGEMENT**

Employment Agreement/Attachment #1

Arteaga, Elizabeth  
Associate Dean  
Business & Career Technical  
Education Division  
Santiago Canyon College

Appointment

Hubbard, Vaniethia R.  
Vice President, Student Services  
Santa Ana College

Effective: July 1, 2018  
Salary Placement: A-7 \$171,394.03/Year  
(Requisition #AC17-0641)

Lamb, Jeffrey N.  
Vice President, Academic Affairs  
Santa Ana College

Effective: July 1, 2018  
Salary Placement: A-7 \$171,394.03/Year  
(Requisition #AC17-0640)

Ratification of Resignation/Retirement

Collins, Michael  
Vice President  
Administrative Services  
Santa Ana College

Effective: March 31, 2018 (Last Day)  
Reason: Resignation

**FACULTY**

Appointment

Carnero, Allyce  
Master Teacher  
SAC Early Childhood Education Center  
Child Development Services  
District

Effective: April 9, 2018  
Salary Placement: MT/BA-1 \$39,835.90  
(Requisition #AC18-0655#01)

**FACULTY (CONT'D)**

*Ratification of Resignation/Retirement*

Kashi, Majid  
Professor, Math  
Science, Mathematics &  
Health Sciences Division  
Santa Ana College

Effective: May 31, 2018 (Last Day)  
Reason: Retirement

Ramirez, Marco  
Professor/Coordinator, Talent Search  
Student Affairs  
Santa Ana College

Effective: June 30, 2018 (Last Day)  
Reason: Retirement

*Beyond Contract/Overload Stipend*

Bautista, Steven  
Professor/Counselor/Coordinator  
Center for Teacher Education  
Counseling Division  
Santa Ana College

Effective: February 21, 2018  
Amount: \$1,500.00  
Reason: Program Facilitation  
(Project #1625)

*Part-time Hourly New Hires/Rehires*

Botkin, Mia M.  
Instructor, Biology  
Science, Mathematics and  
Health Sciences Division  
Santa Ana College

Effective: March 28, 2018  
Hourly Lecture/Lab Rates: IV-5 \$70.84/\$63.75

Hoang, Andrew H.  
Instructor, Computer Science/CIS  
Business Division  
Santa Ana College

Effective: April 09, 2018  
Hourly Lecture Rate: I-3 \$55.51

Holmgren, Deborah A.  
Instructor, Vocational/Business Skills  
Continuing Education Division (OEC)  
Santiago Canyon College

Effective: April 09, 2018  
Hourly Lecture Rate: II-3 \$49.91

Nguyen, Kieudung T.  
Instructor, Banking/Finance  
Business Division  
Santa Ana College

Effective: April 09, 2018  
Hourly Lecture Rate: I-3 \$55.51

**FACULTY (CONT'D)**

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

Nitzkowski, Brett K.  
Instructor, Vocational/Business Skills  
Continuing Education Division (OEC)  
Santiago Canyon College

Effective: April 09, 2018  
Hourly Lecture Rate: I-3 \$48.69

Pulgencio, Bruce D.  
Instructor, Fire Technology  
Human Services & Technology Division  
Santa Ana College

Effective: April 09, 2018  
Hourly Lecture/Lab Rates: I-5 \$61.20/\$55.08

Vollmar, Jazmin M.  
Instructor, American Sign Language  
Humanities & Social Sciences Division  
Santa Ana College

Effective: April 09, 2018  
Hourly Lecture Rate: I-3 \$55.51

*Non-paid Instructors of Record*

Davis, Aaron M.  
Instructor, Fire Technology  
Costa Mesa Fire & Rescue  
Human Services & Technology Division  
Santa Ana College

Effective: March 21, 2018

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

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

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

3. **Term.** District agrees to employ Administrator, and Administrator agrees to serve in the Position, for the period commencing **March 8, 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 **\$109,400.19** per academic year (July 1 through June 30), pro-rated if less than a full academic year, paid on a monthly basis. District reserves the right to increase the salary of Administrator during the term of this Agreement, but any such increase shall not be construed as an indication that this Agreement will be renewed or extended. Administrator agrees that District also reserves the right to decrease the salary of Administrator during the term of this Agreement as long as such decrease, on a percentage basis, is no more than what is implemented on a general basis for regular, full-time faculty of the District. Administrator is an exempt employee and is not eligible for overtime pay or compensatory time off.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

Board Approval Date: April 9, 2018

## RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

## HUMAN RESOURCES DOCKET

CLASSIFIED

APRIL 9, 2018

## CLASSIFIED

Hourly Ongoing to Contract

Butler, Aaron	Effective: March 27, 2018
From: Athletic Field Grounds Worker	Grade 8, Step 1 + 5%L \$42,071.12
To: Gardener/Utility Worker (CL17-1021)	
Admin. Services/ SAC	

Longevity Increments

Chen, Rosa	Effective: April 1, 2018
Applications Specialist III/ ITS	Grade 19, Step 6 + 2.5%L + 1PG (500) \$94,067.21
Cossio, Gilbert	Effective: May 1, 2018
Information Systems Specialist/ Admin. Services/ SAC	Grade 11, Step 6 + 2.5%L \$59,672.49
Le, Vu	Effective: June 1, 2018
Applications Specialist IV/ ITS	Grade 22, Step 6 + 2.5%L \$115,885.51
Marquez, Daniel	Effective: April 1, 2018
Student Services Coordinator/ Student Affairs/ SAC	Grade 15, Step 6 + 2.5%L \$73,537.28
Tran, Anna	Effective: April 1, 2018
Human Resources Tech./ Human Resources/ District	Grade 11, Step 6 + 2.5%L + 2PG (1000) \$60,672.49
Traslavina, Pilar	Effective: April 1, 2018
Admissions/Records Tech. Specialist/ Admissions/ SAC	Grade 15, Step 6 + 2.5%L \$73,537.28
Tuon, Suonphatheros	Effective: June 1, 2018
Custodian/ Admin. Services/ SAC	Grade 4, Step 6 + 5%L + 7.5%GY \$49,715.31
Valencia, Jennifer	Effective: June 1, 2018
Administrative Secretary/ Foundation/ SAC	Grade 12, Step 6 + 2.5%L \$62,822.37

Longevity Increments cont'd

Vasquez, Pilar Administrative Secretary/ Science & Math/ SCC	Effective: May 1, 2018 Grade 12, Step 4 + 2.55L \$56,966.84
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Leave of Absence

Ishikawa, Junko International Student Program Spec./ Admissions/ SAC	Effective: 04/09/18 – 04/20/18 06/11/18 – 06/22/18 Reason: Non Work Days for 11 Month Contract
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Ishikawa, Junko International Student Program Spec./ Admissions/ SAC	Effective: 07/01/18 – 07/31/18 Reason: Non Work Day for 11 Month Contract
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White, Kathleen Sr. Accountant/ Admin. Services/ SCC	Effective: 02/19/18 – 05/11/18 Reason: FMLA/Parental Leave
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**CLASSIFIED HOURLY**

New Appointments

Cristostomo, Jeremy Instructional Assistant (CL17-1075) Human Services & Tech./ SAC	Effective: March 28, 2018 Up to 19 Hours/Week School Session Grade 5, Step A \$17.12/Hour
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Longevity Increments

Huyen, Thu Instructional Assistant/ Continuing Ed./ CEC	Effective: June 1, 2018 Grade 5, Step A + 2.5%L \$17.54/Hour
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Professional Growth Increment

Carter, Shannon Instructional Assistant/ Continuing Ed./ OEC	Effective: May 1, 2018 Grade 5, Step A + 3PG (750) \$17.12/Hour + \$62.50/Mo. PG
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Lopez, Saul Instructional Assistant/ Science & Math/ SCC	Effective: May 1, 2018 Grade 5, Step A + 3PG (750)
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Leave of Absence

Ryou-Choi, JooHee	Effective: 03/09/18 – 06/07/18
Learning Facilitator/ Humanities & Soc. Sci.	Reason: Maternity Leave
	Effective: 04/12/18 – 07/05/18
	Reason: Parental Leave

**TEMPORARY ASSIGNMENT**

Aviles, Richard	Effective: 04/10/18 – 06/29/18
Instructional Assistant/ Counseling/ SAC	

Baca, Jeffery	Effective: 04/10/18 – 06/01/18
Learning Facilitator/Science & Math/ SAC	

Mir Eshghi, Touba	Effective: 04/10/18 – 06/30/18
Instructional Assistant/ Student Services/ SAC	

Rios, Denise	Effective: 04/10/18 – 06/30/18
Instructional Assistant/ Student Services/ SAC	

Additional Hours for Ongoing Assignment

Letourneau, Alexander	Effective: 02/16/18 – 02/16/18
Instructional Assistant/ Science & Math/ SCC	Not to exceed 19 consecutive working days in any given period.

Reimer, Tracy	Effective: 02/01/18 – 06/29/18
General Office Clerk/ EOPS/ SAC	Not to exceed 19 consecutive working days in any given period.

Serna Laris, Ana	Effective: 02/12/18 – 06/30/18
Instructional Assistant-DSPS/ Continuing Ed/ OEC	Not to exceed 19 consecutive working days in any given period.

**MISCELLANEOUS POSITIONS**

Instructional Associates/Associate Assistants

<b>Criminal Justice</b>	
Sar, Vanchanimul	Effective: 04/10/18



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
Human Resources

To:	Board of Trustees	Date: April 9, 2018
Re:	Approval of Agreement with American Fidelity to utilize its online benefits enrollment platform, AFenroll	
Action:	Request for Approval	

**BACKGROUND**

The District has been using ADP's (Automatic Data Processing) Human Resources/Benefits database system for its employees' online benefit enrollment for the past eight years at a current cost of approximately \$60,000 a year. American Fidelity has a similar online enrollment database solution to provide to the District at no cost.

**ANALYSIS**

American Fidelity has been the District's exclusive IRS Section 125 Plan Administrator for the past five years. It has been providing this service at no cost to the district in exchange for the ability to offer voluntary insurance products to district employees. Recently American Fidelity developed an online benefit enrollment solution entitled AFenroll. AFenroll has the same capabilities as the district's current vendor's product but there is no expense to the district. Orange Unified School District, Santa Ana Unified School District, and the Orange County Department of Education are current users of AFenroll. The American Fidelity system also works closely with the district's insurance providers so that enrollment forms are able to be submitted electronically instead of by paper, thus saving staff time.

**RECOMMENDATION**

The administration recommends the Board of Trustees authorize the Chancellor or his designee to enter into an agreement with American Fidelity to utilize its online benefits enrollment platform, AFenroll.

Fiscal Impact: \$60,000 annual savings starting Jan 1, 2018.	Board Date: April 9, 2018
Prepared by: Don Maus, Risk Manager	
Submitted by: Judyanne Chitlik, Vice Chancellor, Human Resources	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

## ENROLLMENT SUPPORT AGREEMENT

This Enrollment Support Agreement (this “Agreement”) is made between American Fidelity Assurance Company, located at 9000 Cameron Parkway, Oklahoma City, OK 73114 (“Company”) and Rancho Santiago Community College District, located at 2323 N Broadway, Santa Ana, CA 92706 (“Client”) effective the 10<sup>th</sup> day of April, 2018 (“Effective Date”).

Whereas Company and Client wish to enter into an arrangement in which the Company shall provide open enrollment support to Client and in exchange the Client shall perform the obligations in accordance with the terms and conditions set forth herein. For mutual consideration, the receipt and sufficiency of which is acknowledged, the parties hereby agree as follows:

### COMPANY OBLIGATIONS

1. Company will provide open enrollment support beginning upon a mutually agreeable date.
2. Company will provide support of its salaried account managers to Client and Client’s employees.
3. Company will provide access to its online enrollment platform, AFenroll, for the open enrollment; and
4. Company will offer AFA-approved, voluntary insurance products and services, and any additional plans the parties may mutually agree to in the future to Client’s employees.

### CLIENT OBLIGATIONS

5. Client shall grant Company the right to be Client’s exclusive Section 125 administration provider.
6. Client shall grant Company the right to offer to Client’s employees AFA-approved, voluntary insurance products and services, and any additional plans the parties may mutually agree to in the future.
7. Client shall provide adequate working conditions (i.e., building space for one-on-one benefit reviews, incidentals) during enrollment meetings that support Company’s staff.
8. Client shall provide such other cooperation and services to American Fidelity as may be mutually agreed to by and between the parties
9. Client shall also provide to Company annual individual one-on-one access to Client’s employees for the offering of additional supplemental employee benefits and ability to adequately communicate the supplemental plan offerings through a jointly determined and approved enrollment process outlined below.

### MUTUAL OBLIGATIONS

10. 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.

### APPROVED ENROLLMENT PROCESS

11. The approved enrollment process is:

- a. Company will individually see all benefit-eligible employees to educate them and introduce them to the new online system as well as walk them through their enrollment the first year in the time frame the Client deems acceptable.
  - b. Company will be able to offer the individual insurance voluntary programs that are currently available to the employees during this time frame and also re-enroll employees for the Section 125 re-service which will occur concurrently.
  - c. Company will be allowed to conduct group meetings at each site in reference to enrollment and to assist employees who may need help in answering questions and/or to help enroll in the system.
  - d. Client shall cooperate with Company in providing all information requested by Company in connection with providing services hereunder. Such information shall be provided at least 45 days in advance of the enrollment period.
12. Client agrees that if, at any time during the term of this Agreement, it elects to utilize any of Company's self-service options, available now or in the future, then additional agreements may be required at the time of such election.
13. Client further agrees that specialized support requiring manpower or resources exceeding those allotted to standard support may accrue additional hourly billable rates. Company shall make this determination on a case-by case basis and shall make best efforts to inform the Client in advance regarding any such charges.

#### INDEMNIFICATION; LIMITATION OF LIABILITY

14. Each Party to this agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense, including reasonable attorney fees, arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this article do not apply to any damage or loss caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees. **SUBJECT TO APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES.**
15. **NEITHER PARTY WILL BE LIABLE FOR DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, CORRUPTION, VIRUSES, SPYWARE, OR LOSS OF BUSINESS, REVENUE, PROFITS OR INVESTMENT. THE LIMITATIONS APPLY EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
16. **CLIENT SHALL BE FULLY RESPONSIBLE FOR ALL THE INFORMATION, INSTRUCTIONS, REPORTS, AND DATA ("CLIENT DATA") IT PROVIDES TO THE COMPANY. COMPANY SHALL RELY ON THE ACCURACY OF SUCH CLIENT DATA IN THE PERFORMANCE OF SERVICES HEREUNDER. ACCORDINGLY, TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AGREES TO INDEMNIFY COMPANY FOR ALL CLAIMS, DAMAGES AND COSTS, INCLUDING ATTORNEYS' FEES ARISING FROM OR RELATING TO CLIENT'S PROVISION OF CLIENT DATA TO COMPANY.**
17. **IN THE EVENT THAT CLIENT INSTRUCTS COMPANY TO RELEASE ANY CLIENT DATA TO THIRD PARTIES, CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ANY REQUIRED CONSENTS AND COMPLIANCE MATTERS, INCLUDING BUT NOT LIMITED**

TO PUTTING IN PLACE APPROPRIATE AGREEMENTS REQUIRING THE THIRD PARTIES TO ADEQUATELY SAFEGUARD THE CLIENT DATA. CLIENT AGREES TO INDEMNIFY, DEFEND AND HOLD COMPANY HARMLESS FROM ANY LOSS, DAMAGE, COSTS (INCLUDING ATTORNEY'S FEES) OR CLAIM THAT ARISES FROM OR IS RELATED TO RELEASE OF SUCH INFORMATION TO THE THIRD PARTY OR FROM ANY NEGLIGENT ACTIONS AND/OR OMISSIONS OF THE THIRD PARTY.

#### REGULATORY AUTHORITY- FORCE MAJEURE

18. This Agreement and the obligations of the parties shall be subject to modification to comply with applicable laws, regulations, court rulings, and administrative orders, as amended. In no event shall either party have any claim against the other for failure of performance if such failure of performance is caused by acts of God, natural disasters including fire, flood, or winds, civil or military action, including riots, civil insurrections or acts of terrorists or the taking of property by condemnation.

#### TERM

19. The initial term of this Agreement shall be one year from the Effective Date ("Initial Term"). After the expiration of the Initial Term, this Agreement shall renew automatically in one year terms, for four additional terms. In no event shall this Agreement continue beyond five (5) years from the Effective Date. Either party may terminate this Agreement at any time for any reason by providing a written notice of sixty (60) days to the other party. Either party may also terminate the Agreement without any notice for a material breach of the terms and conditions of the Agreement by the other party.

#### CONFIDENTIALITY

20. Both parties acknowledge that they will have access to and receive disclosure of certain confidential or proprietary information about each other. Each party shall protect and preserve the confidential and proprietary nature of all confidential information in its possession. Both parties agree to treat any information obtained, as a consequence of this Agreement, as proprietary in nature and not to be shared with any other entity without the express prior written permission of the other party. Notwithstanding the foregoing, confidential information shall not include any information that is or becomes generally available to the public or any information that is lawfully obtained by the disclosing party from a third party with the right to disclose such information. In the event of a breach or threatened breach of this provision, the provisions of this paragraph may be enforced by an injunction restraining the breaching party from the commission of such breach to the full extent thereof, or to such extent as a court of competent jurisdiction may deem just and proper for the reasonable protection of the rights and interest of the non-breaching party. Nothing contained herein shall be construed as prohibiting either party from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of money damages. This provision shall survive the termination of this agreement. Where required to comply with law, the parties agree to execute a Business Associate Agreement furnished by AFA, the terms of which, if signed, shall be incorporated herein by reference.

#### MISCELLANEOUS

21. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and

understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the parties. For avoidance of doubt, the separate confidentiality agreement signed by the parties shall continue in full force and effect on matters of confidentiality.

- 22. The services shall be provided to the extent permitted by law.
- 23. Company does not provide tax or legal advice, and the Client must retain licensed professionals in order to obtain such advice.
- 24. The headings used herein are for convenience only and shall not aid in interpretation of any term of the Agreement.
- 25. Company reserves the right to change the fees associated with the support it provides, but only with advance written notice of 60 days.

AMERICAN FIDELITY ASSURANCE  
COMPANY

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

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

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

Name: Keith Johnson  
Title: Senior Vice President

Name: Peter Hardash  
Title: Vice Chancellor, Business Operations and  
Fiscal Services

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

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

Address for Notice:  
American Fidelity Assurance Company  
Attn: Keith Johnson  
9000 Cameron Parkway  
Oklahoma City, OK 73114

Address for Notice:  
Rancho Santiago Community College District  
Attn: Peter Hardash  
2323 N Broadway  
Santa Ana, CA 92706

With a copy to:  
American Fidelity Assurance Company  
Attn: Law Dept.  
9000 Cameron Parkway  
Oklahoma City, OK 73114

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

**Adoption of Resolution Authorizing Payment to Trustee Absent from Board Meetings**

Resolution No. 18-06

**Whereas**, California Education Code Section 72024(5d) provides that “a member (of the Board of Trustees) may be paid for any meeting when absent if the Board by Resolution duly adopted and included in its minutes find that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board,” and

**Whereas**, on March 26, 2018, the Board of Trustees of the Rancho Santiago Community College District held a regular board meeting; and

**Whereas**, Trustee Phillip Yarbrough was not present at the board meeting; and

**Whereas**, the board has determined that Trustee Yarbrough’s absence was due to a medical issue;

**NOW, THEREFORE, BE IT RESOLVED** that Trustee Yarbrough shall be paid at the regular rate of compensation for the board meeting on March 26, 2018.

Dated this 9<sup>th</sup> day of April 2018.

Ayes:  
Noes:  
Absent:  
Abstain:

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