

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)
Board of Trustees (Regular meeting)
Monday, July 16, 2018
2323 North Broadway, #107
Santa Ana, CA 92706

This meeting will include a teleconference location:
25120 Pacific Highway South, Second Floor Large Conference Room, Kent, Washington

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 June 25, 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.

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
- 2.7 Presentation on Retiree Health Benefits Liabilities - Geoffrey L. Kischuk, Actuary from Total Compensation Systems, Inc.
- 2.8 Reports from Board Committee Chairpersons
 - Board Facilities Committee

3.0 INSTRUCTION

- *3.1 Approval of Standard Professional Services Agreement Renewal with City of Burbank Action

The administration recommends approval of the standard professional services agreement renewal with the City of Burbank in California as presented.
- *3.2 Approval of Proposed Revisions for 2019-2020 Santa Ana College (SAC) Catalog Action

The administration recommends approval of the proposed revisions for the 2019-2020 SAC catalog.
- *3.3 Approval of Santa Ana College Community Services Program for Fall 2018 Action

The administration recommends review and approval of the proposed SAC Community Services program for Fall 2018.
- *3.4 Approval of Santiago Canyon College (SCC) Community Services Program for Fall 2018 Action

The administration recommends approval of the proposed SCC Community Services program for Fall 2018.

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

- *3.5 Approval of Agreement with Orange County Transportation Authority (OCTA) and Santiago Canyon College for Bus Pass Pilot Program Action
The administration recommends approval of the agreement with OCTA and SCC for a bus pass pilot program for the 2018-2019, 2019-2020, and 2020-2021 academic years as presented.
- *3.6 Approval of Memorandum of Understanding (MOU) between University of Redlands and Santiago Canyon College Action
The administration recommends approval of the MOU between University of Redlands and SCC.

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

- *4.1 Approval of Payment of Bills Action
The administration recommends payment of bills as submitted.
- *4.2 Approval of Budget Increases/Decreases and Budget Transfers Action
The administration recommends approval of budget increases, decreases and transfers from June 13, 2018, through June 30, 2018.
- *4.3 Approval of 2018-2019 Proposed Adopted Budget Assumptions Action
The administration recommends approval of the Adopted Budget Assumptions for the 2018-2019 fiscal year as presented.
- *4.4 Approval of Consulting Services of Cooperative Strategies, LLC Action
The administration recommends approval of the redevelopment consulting services of Cooperative Strategies, LLC as presented.
- 4.5 Adoption of Resolution No. 18-16 for Separate Bank and Investment Accounts Action
The administration recommends adoption of Resolution No. 18-16 for separate bank and investment accounts as presented.
- *4.6 Approval of Agreement with HL Construction Management for On-Call Cost Estimating Consulting Services for Various Projects District-Wide Action
The administration recommends approval of the agreement with HL Construction Management for on-call cost estimating consulting services for various projects district-wide as presented.
- *4.7 Approval of Agreement with SVA Architects, Inc. for On-Call Architectural Design Services for Various Facility Improvement Projects District-Wide Action
The administration recommends approval of the agreement with SVA Architects, Inc. for on-call architectural design services for various facility improvement projects district-wide as presented.

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

- *4.8 Ratification of Award of Bid #1349 for Mailroom at District Operations Center Action
The administration recommends ratification of the award of Bid #1349 for a mailroom at the District Operations Center as presented.
- *4.9 Approval of Agreement with Dr. Eric Gruver Action
The administration recommends approval of the agreement with Dr. Eric Gruver and RSCCD as presented.
- *4.10 Approval of Amendment to Agreement with Tropical Plaza Nursery, Inc. Action
The administration recommends approval of the amendment to the agreement with Tropical Plaza Nursery, Inc. as presented.
- *4.11 Approval of Vendor Name Change Action
The administration recommends approval of the vendor Sage Data Security, LLC name change to Tyler Technologies, Inc. as presented.
- *4.12 Approval of Independent Contractor Action
The administration recommends approval of the following independent contractor: PGINET Consulting to develop an online instructor availability form through WebAdvisor, integrate text and email mass notification messaging into a substitute assignment system, develop a student mass notification messaging system, develop access to student educational plans through WebAdvisor, and develop reports and provide technical assistance. Dates of service are July 17, 2018, through December 31, 2018. The fee is not to exceed \$28,025.
- *4.13 Approval of Purchase Orders Action
The administration recommends approval of the purchase order listing for the period May 27, 2018, through June 23, 2018.

5.0 GENERAL

- *5.1 Approval of Resource Development Items Action
The administration recommends approval of budgets, acceptance of grants, and authorization for the Vice Chancellor of Business Operations/ Fiscal Services or his designee to enter into related contractual agreements on behalf of the district for the following:
- Strong Workforce Program – Local Share (SAC & SCC) \$3,577,617
 - College Assistance Migrant Program (CAMP) – Year 2 (SCC) \$ 425,000
 - Data Science Tools Fiscal Agent (District Office) \$3,500,000
 - Math, Engineering and Science Achievement (MESA) Program (SAC) \$ 74,515

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

- *5.2 Approval of Sub-Agreements between RSCCD and Educational Results Partnership, The Research and Planning (RP) Group, and WestEd for Data Science Tools Grant Action
The administration recommends approval of the sub-agreements and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into related contractual agreements on behalf of the district.
- *5.3 Approval of First Amendments to Sub-Agreements between RSCCD and Kern, Los Rios, Sequoias, Yosemite and West Hills Community College Districts for Career Technical Education (CTE) Data Unlocked Initiative Action
The administration recommends approval of the first amendments to the sub-agreements and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into related contractual agreements on behalf of the district.
- *5.4 Approval of Collaboration Agreement with Families Together of Orange County regarding Virtual Dental Home System Action
The administration recommends approval of the collaboration agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- *5.5 Approval of Lease Agreement between RSCCD and Economic Development Corporation of Los Angeles Action
The administration recommends approval of the agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related agreement on behalf of the district.
- *5.6 Approval of Agreement between RSCCD and Economic Development Corporation of Los Angeles Action
The administration recommends approval of the agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related agreement on behalf of the district.
- *5.7 Authorization of Signatures Action
It is recommended that the board approve the revised list of authorized signatures.
- 5.8 Board Member Comments Information

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

RECESS TO CLOSED SESSION

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

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

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

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty
 - c. Classified Staff
 - d. Student Workers
 - e. Professional Experts
 - f. Educational Administrator Appointments
 - (1) Director
 - g. Other Educational and Classified Administrators
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: Melanie L. Chaney, J.D., Partner, Liebert Cassidy Whitmore
Tracie Green, Vice Chancellor, Human Resources
Employee Organizations: Faculty Association of Rancho Santiago Community College District (FARSCCD)
California School Employees Association (CSEA), Chapter 579
California School Employees Association, Chapter 888
Continuing Education Faculty Association (CEFA)

RECONVENE

Issues discussed in Closed Session (Board Clerk)

Public Comment

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

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

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

6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

Action

- Approval of Appointments
- Approval of Changes of Position
- Approval of Interim Assignments
- Ratification of Resignations/Retirements
- Approval of Leaves of Absence

6.1 Management/Academic Personnel (cont.)

- Approval of Step Increases
- Approval of Adjusted Ratifications of Resignation/Retirement
- Approval of 2017-2018 Additional Contract Extension Days
- Approval of 2017-2018 Contract Extension Days
- Approval of 2018-2019 Contract Extension Days
- Approval of Adjusted Column Placements
- Approval of Part-time Hourly New Hires/Rehires
- Approval of Non-paid Instructors of Record
- Approval of Non-paid Intern Services

6.2 Classified Personnel

Action

- Approval of Revised Job Descriptions
- Approval of New Appointments
- Approval of Hourly Ongoing to Contract Assignments
- Approval of Temporary to Contract Assignments
- Approval of Professional Growth Increments
- Approval of Out of Class Assignments
- Approval of Changes in Position/Location
- Approval of Leaves of Absence
- Approval of Voluntary Furloughs
- Approval of Temporary Assignments
- Approval of Additional Hours for Ongoing Assignments
- Approval of Miscellaneous Positions
- Approval of Instructional Associates/Associate Assistants
- Approval of Volunteers
- Approval of Student Assistant Lists

6.3 Authorization for Board Travel/Conferences

Action

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

6.4 Adoption of Resolution No. 18-15 authorizing payment to Trustee Absent from Board Meetings

Action

This resolution requests authorization of payment to Nelida Mendoza for her absence from the June 25, 2018, board meeting due to illness.

7.0 ADJOURNMENT - The next regular meeting of the Board of Trustees will be held on August 13, 2018.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)

2323 North Broadway, #107

Santa Ana, CA 92706

Board of Trustees

(Regular meeting)

Monday, June 25, 2018

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 4:37 p.m. by Mr. Phillip Yarbrough. Other members present were Ms. Claudia Alvarez, Ms. Arianna Barrios, Mr. John Hanna, Mr. Zeke Hernandez, Mr. Larry Labrado, and Ms. Elizabeth Weber. Ms. Nelida Mendoza was not in attendance due to illness.

Administrators present during the regular meeting were Dr. Marilyn Flores, Mr. Peter Hardash, Mr. Enrique Perez, Dr. Linda Rose, and Dr. Raúl Rodríguez. Ms. Anita Lucarelli was present as record keeper.

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Ms. Lacie Lordanich, daughter of Mr. Joseph Lordanich, Safety Officer, Rancho Santiago Community College District.

1.3 Approval of Additions or Corrections to Agenda

It was moved by Ms. Barrios and seconded by Ms. Alvarez to approve two revised pages (1 and 14) for Item 4.20 (Legal Services Agreement for Liebert Cassidy Whitmore), a revised page (2) and an addendum for Item 6.1 (Management/ Academic Personnel), and 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 Mr. Yarbrough. Student Trustee Weber's advisory vote was aye.

1.4 Public Comment

Mr. Brandon Vu spoke regarding Southwest Community Center Services/Santa Ana College (SAC) food pantry, Health & Wellness Centers, and suggestions for increasing enrollment.

Mr. Claudio W. Gallegos, representative from the Office of Congressman Lou Correa, presented a certificate to Ms. Weber to congratulate her on her election and inauguration as Student Trustee of the Rancho Santiago Community College District.

1.5 Approval of Minutes

It was moved by Ms. Alvarez and seconded by Ms. Barrios to approve the minutes of the meeting held June 11, 2018. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Weber’s advisory vote was aye.

1.6 Approval of Consent Calendar

It was moved by Ms. Alvarez and seconded by Ms. Barrios to approve the recommended action on the following items (as indicated by an asterisk on the agenda) on the Consent Calendar, with the exception of Items 3.15 (Agreement with Orange Unified School District [OUSD]), 3.16 (Agreement with OUSD), and 3.17 (Memorandum of Understanding [MOU] with OUSD) removed from the Consent Calendar by Ms. Barrios. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Weber’s advisory vote was aye.

3.1 Approval of Western Interpreting Network (WIN) Service Agreement

The board approved the Western Interpreting Network service agreement as presented.

3.2 Approval of Standard Inter-Agency Instructional Services Agreement Renewal with City of Huntington Beach Fire Department and Marine

The board approved the standard inter-agency instructional services agreement renewal with the City of Huntington Beach Fire Department and Marine located in Huntington Beach, California as presented.

3.3 Approval of Standard Inter-Agency Instructional Services Agreement Renewal with City of Newport Beach Fire Department and Marine

The board approved the standard inter-agency instructional services agreement renewal with the City of Newport Beach Fire Department and Marine located in Newport Beach, California as presented.

3.4 Approval of Standard Inter-Agency Instructional Services Agreement Renewal with Orange County Lifeguards

The board approved the standard inter-agency instructional services agreement renewal with Orange County Lifeguards located in Dana Point, California as presented.

3.5 Approval of Standard Inter-Agency Instructional Services Agreement Renewal with City of Seal Beach Lifeguards

The board approved the standard inter-agency instructional services agreement renewal with the City of Seal Beach Lifeguards located in Seal Beach, California as presented.

1.6 Approval of Consent Calendar (cont.)

3.6 Approval of Standard Inter-Agency Instructional Services Agreement Renewal with City of Corona Fire Department

The board approved the standard inter-agency instructional services agreement renewal with the City of Corona Fire Department located in Corona, California as presented.

3.7 Approval of Affiliation Agreement Renewal with Regents of University of California

The board approved the affiliation agreement renewal with the Regents of University of California located in Los Angeles, California as presented.

3.8 Approval of Health Sciences Program Agreement Renewal with Regents of University of California

The board approved the health sciences program agreement renewal with the Regents of University of California located in Orange, California as presented.

3.9 Approval of Educational Affiliation Agreement Renewal with Garden Grove Unified School District (GGUSD)

The board approved the educational affiliation agreement renewal with GGUSD located in Garden Grove, California as presented.

3.10 Approval of Educational Affiliation Agreement Renewal with Westminster School District

The board approved the educational affiliation agreement renewal with Westminster School District located in Westminster, California as presented.

3.11 Approval of Educational Affiliation Agreement Renewal with Laguna Beach Unified School District (LBUSD)

The board approved the educational affiliation agreement renewal with LBUSD located in Laguna Beach, California as presented.

3.12 Approval of Educational Affiliation Agreement Renewal with Placentia-Yorba Linda Unified School District (PYLUSD)

The board approved the educational affiliation agreement renewal with PYLUSD located in Placentia, California as presented.

3.13 Approval of Educational Affiliation Agreement Renewal with Saddleback Valley Unified School District (SVUSD)

The board approved the educational affiliation agreement renewal with SVUSD located in Mission Viejo, California as presented.

3.14 Approval of Educational Affiliation Agreement Renewal with Tustin Unified School District (TUSD)

The board approved the educational affiliation agreement renewal with TUSD located in Tustin, California as presented.

1.6 Approval of Consent Calendar (cont.)

3.18 Approval of Agreement between RSCCD and Pacific Clinics' Recovery Education Institute (REI)

The board approved the agreement between RSCCD and Pacific Clinics' REI.

3.19 Approval of 2018-2020 eLumen Software Client Services Agreement

The board approved the 2018-2020 software client services agreement with eLumen.

3.20 Approval of One Year Renewal of Instructional Services Agreement with South Coast College

The board approved the one year renewal of instructional services agreement with South Coast College located in Orange, California as presented.

4.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

4.2 Approval of Budget Increases/Decreases and Budget Transfers

The board approved budget increases, decreases and transfers from May 26, 2018, to June 12, 2018.

4.3 Approval of Lease between RSCCD and St. Peter Evangelical Lutheran Church

The board approved the lease with St. Peter Evangelical Lutheran Church in Santa Ana as presented.

4.4 Approval of Agreement with MHP, Inc. for On-Call Structural Engineering Services for Various Facility Improvement Projects District-Wide

The board approved the agreement with MHP, Inc. for on-call structural engineering services for various facility improvement projects district-wide as presented.

4.5 Approval of Amendment to Agreement with Lentz Morrissey Architects, Inc. for Professional Design Services for Americans with Disabilities Act (ADA) Upgrades to District Office

The board approved the amendment to the agreement with Lentz Morrissey Architects, Inc. for professional design services for ADA upgrades to the district office as presented.

4.7 Approval of Agreement with Architecture 9 PLLLP for Architectural Design Services for Russell Hall Replacement (Secondary Effect A-214) at Santa Ana College

The board approved the agreement with Architecture 9 PLLLP for architectural design services for Russell Hall replacement (secondary effect A-214) at SAC as presented.

1.6 Approval of Consent Calendar (cont.)

4.8 Approval of Amendment to Agreement with Bernards for Construction Management Services for Science Center at Santa Ana College

The board approved the amendment to the agreement with Bernards for construction management services for the Science Center at SAC as presented.

4.9 Rejection of all Bids for Bid #1348 for Barrier Removal Parking Lot 9 at Santa Ana College

The board rejected all bids for Bid #1348 for barrier removal parking lot 9 at SAC 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-Emery 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 TLC Auctions

The board approved the agreement with TLC Auctions to conduct auctions on an as needed basis as presented.

4.12 Approval of 2018-2019 Contract Listing

The board approved the 2018-2019 contract listing as presented.

4.13 Award of Bid #1350 for Purchase of Hitachi (or Equal) Ultra High Definition Television (TV) Student Camera Systems

The board awarded Bid #1350 for purchase of Hitachi (or equal) ultra high definition TV studio camera systems to VMI, Inc. as presented.

4.14 Rejection of all Bids for Bid #1344 for Sports Field Maintenance at Santiago Canyon College (SCC)

The board rejected all bids for Bid #1344 for sports field maintenance at SCC as presented.

4.15 Rejection of all Bids for Bid #1345 for Landscape Maintenance Services

The board rejected all bids for Bid #1345 for landscape maintenance services as presented.

4.16 Approval of Legal Services Agreement for Bergman Dacey Goldsmith, PLC

The board authorized the Vice Chancellor of Business Operations/Fiscal Services or his designee to renew the proposed agreement between RSCCD and Bergman Dacey Goldsmith, PLC as presented.

1.6 Approval of Consent Calendar (cont.)

4.17 Approval of Legal Services Agreement with Orbach Huff Suarez + Henderson, LLP

The board authorized the Vice Chancellor of Business Operations/Fiscal Services or his designee to renew the proposed agreement between RSCCD and Orbach Huff Suarez + Henderson, LLP as presented.

4.18 Approval of Legal Services Agreement for Atkinson, Andelson, Loya, Rudd & Romo

The board authorized the Vice Chancellor of Business Operations/Fiscal Services or his designee to renew the proposed agreement between RSCCD and Atkinson, Andelson, Loya, Rudd & Romo as presented.

4.19 Approval of Legal Services Agreement for Musick, Peeler & Garrett LLP

The board authorized the Chancellor or his designee approve the agreement between RSCCD and Musick, Peeler & Garrett LLP as presented.

4.20 Approval of Legal Services Agreement for Liebert Cassidy Whitmore

The board authorized the Vice Chancellor of Human Resources or a designee to renew the agreement for professional services between RSCCD and Liebert Cassidy Whitmore for the period of July 1, 2018, through June 30, 2020, as presented.

4.21 Approval of Agreement for General Counsel Services - AlvaradoSmith

The board authorized the Vice Chancellor of Business Operations/Fiscal Services or a designee to renew the proposed agreement between RSCCD and AlvaradoSmith as presented.

4.22 Approval of Agreement with Nicole Miller & Associates

The board authorized the Chancellor or his designee to renew the agreement between RSCCD and Nicole Miller & Associates for the period of July 1, 2018, through June 30, 2019, as presented.

4.23 Approval of Services from State of California Department of Justice

The board approved engaging the State of California Department of Justice to provide fingerprinting and reimbursement services as presented.

4.24 Approval of Purchase Orders

The board approved the purchase order listing for the period April 22, 2018, through May 26, 2018.

1.6 Approval of Consent Calendar (cont.)

*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:

- Governor's Office of Business & Economic Development \$ 20,000
(GO-Biz) Capital Infusion Program (CIP) Grant (District) –
Augmentation
- Career and Technical Education Act (CTEA) Title I-C \$ 894,480
(District/SAC/SCC)
- CTEA Title I-C Career Technical Education (CTE) \$ 82,754
Transitions (District/SAC/SCC)
- Fiscal Agent for the Regional Consortia (District) \$2,070,000
- Nursing Program Support Grant (SAC) \$ 207,358
- Saint Joseph Hospital On-Site Associate Degree Nursing \$ 134,875
Program (SAC)
- Santa Ana Middle College High School (SAC) \$ 100,000
- Song-Brown Health Care Workforce Training Program – \$ 200,000
Registered Nurse Education: Capitation for Associate
Degree Nursing Program (SAC)
- Song-Brown Health Care Workforce Training Program - \$ 125,000
Registered Nurse Education: Special Program for
Associate Degree Nursing Program (SAC)
- Youth Empowerment Strategies for Success - Independent \$ 22,500
Living Program (YESS – ILP) (SAC)

5.2 Approval of Sub-Agreements between RSCCD and Butte-Glenn, Cabrillo, Grossmont-Cuyamaca, Riverside, Santa Barbara and State Center Community College Districts for Regional Consortia funded by Carl D. Perkins Career and Technical Education Improvement Act of 2006, Perkins IV Title I-Part B Grant

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

5.3 Adoption of Resolution No. 18-14 for Office of Statewide Health Planning and Development for Song-Brown Health Care Workforce Training Program, Registered Nurse Education Special Program Grant (Agreement #18-40)

The board adopted Resolution No. 18-14 with the Office of Statewide Health Planning and Development and authorized the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.

5.4 Approval of ACT Standard Agreement Form between RSCCD and ACT, Inc. for administering WorkKeys Assessments

The board approved the 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.)

5.5 Approval of Lease Agreement between RSCCD and Los Angeles Chamber of Commerce for Strong Workforce Program

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

5.6 Approval of Agreement with RSCCD and 25th Hour Communications for Marketing and Advertising Services

The board approved the agreement with 25th Hour Communications 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 Administration of Oath of Allegiance and Badge Pinning District Safety & Security Officers

Chief Toni Bland administered the Oath of Allegiance to Sergeants Keith Benjamin (SAC), Alfonso Escobar (Centennial Education Center [CEC]), Scott Greenhalgh (SCC), Tim Herndon (SAC), Joseph Lordanich (SCC), Chris Luzader (CEC), Daniel Martinez (SAC), Edgar Quinonez (SAC), Tiffany Tingirides (SCC), and Tom Urbina (SAC). The board welcomed them to the District Safety & Security office.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from Student Trustee

Ms. Weber provided a report to the board.

2.2 Reports from Student Presidents

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

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

2.3 Report from Classified Representative

There was no representation from classified staff.

2.4 Reports from Academic Senate Presidents

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

There was no representation from Santa Ana College.

2.5 Reports from College Presidents

The following college representatives provided reports to the board:

Dr. Marilyn Flores, Vice President, Santiago Canyon College
Dr. Linda Rose, President, Santa Ana College

2.6 Report from the Chancellor

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

Since Mr. Austin Webster, representative from Townsend Public Affairs was in the audience, it was moved by Ms. Alvarez and seconded by Ms. Barrios to suspend the rules and consider Item 5.7 at this time. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Weber's advisory vote was aye.

5.7 Approval of Renewal of Contract for Townsend Public Affairs, Inc.

It was moved by Ms. Alvarez and seconded by Mr. Labrado to approve the contract for consulting services with Townsend Public Affairs, Inc. as presented. Mr. Yarbrough commended TPA, Inc. on its service to RSCCD. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Weber's advisory vote was aye.

Ms. Barrios recused herself by leaving the room during discussion of Items 3.15, 3.16, and 3.17.

3.0 INSTRUCTION

Items 3.1 through 3.14, 3.18, 3.19, and 3.20 were approved as part of Item 1.6 (Consent Calendar).

3.15 Approval of Renewal of Consulting Agreement with Orange Unified School District

It was moved by Ms. Alvarez and seconded by Mr. Labrado to approve the renewal of consulting agreement with OUSD. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Weber's advisory vote was aye.

3.16 Approval of Three Year Renewal of Instructional Services Agreement with Orange Unified School District

It was moved by Ms. Alvarez and seconded by Mr. Labrado to approve the three year renewal of instructional services agreement with OUSD as presented. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Weber’s advisory vote was aye.

3.17 Approval of Renewal of Memorandum of Understanding for Bridge Program with Orange Unified School District

It was moved by Ms. Alvarez and seconded by Mr. Labrado to approve the renewal of the MOU for Bridge Program with OUSD. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Weber’s advisory vote was aye.

Ms. Barrios returned to the room at this time.

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 4.1, 4.2, 4.3, 4.4, 4.5 and 4.7 through 4.24 were approved as part of Item 1.6 (Consent Calendar).

4.6 Approval of Five Year Construction Plan (2020-2024) and Initial Project Proposals (IPPs) for Santa Ana College and Santiago Canyon College

It was moved by Mr. Labrado and seconded by Ms. Alvarez to approve the Five Year Construction Plan (2020-2024) and IPPs for SAC and SCC as presented. Ms. Carri Matsumoto provided a presentation on the Five Year Construction Plan (2020-2024). Board members received clarification on data related to the presentation from Ms. Matsumoto.

Ms. Weber left the room during the presentation.

The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough.

5.0 GENERAL

Items 5.1 through 5.6 were approved as part of Item 1.6 (Consent Calendar). Item 5.7 (Contract for Townsend Public Affairs, Inc.) was considered after Item 2.6 (Chancellor’s Report).

- 5.8 Approval of Representative for Labor Negotiation for Unrepresented Employees (pursuant to Government Code Section 54957.6a)
- a. Ruben Smith, Esq.
 - b. Raúl Rodríguez, Ph.D.

It was moved by Ms. Alvarez and seconded by Mr. Hanna to approve Mr. Smith and Dr. Rodríguez as representatives for labor negotiations for unrepresented employees. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough.

Ms. Weber returned to the room at this time.

5.9 Board Member Comments

In reference to Brandon Vu's comments made during Item 1.4 (Public Comments) regarding other (than Southwest Community Center Service) possibilities for SAC students who need food assistance, Mr. Hanna asked the chancellor to provide direction to the board regarding the viability of other possibilities.

Mr. Hanna indicated he is looking forward to both college's reports regarding access to health care centers at the August board meeting. He noted that when the student health fees were implemented, it was understood that all students were to have a full range of health care services available to them. He suggested a future health care topic include district employees without insurance having access to health care services on campus.

Ms. Alvarez announced that a Board Safety & Security Committee meeting is scheduled for July 17 and a Board Policy Committee meeting is scheduled for August 7, 2018. She asked board members to let her know if there were items they want reviewed at either meeting.

Ms. Alvarez commended the ten safety officers who took the oath of allegiance and were pinned with badges at today's meeting. She expressed a priority to keep RSCCD's campuses safe.

Mr. Hernandez provided a report on the Orange County Community College Legislative Task Force meeting held on June 20, 2018.

Mr. Hernandez encouraged others to attend an Orange County Board of Supervisors meeting on June 26 to show support for planning to have a veterans' cemetery within the boundaries of RSCCD.

Mr. Yarbrough asked that the photos of Sergeant Lordanich's daughter, Lacie, leading the pledge of allegiance to the United State flag be sent to her parents.

Mr. Yarbrough asked Mr. Hernandez if he would like to have the answers to his questions regarding items on the agenda be attached to the minutes. Mr. Hernandez answered affirmatively.

5.9 Board Member Comments (cont.)

Mr. Yarbrough indicated Ms. Mendoza is not in attendance due to illness and sent her well wishes.

RECESS TO CLOSED SESSION

The board convened into closed session at 6:11 p.m. to consider the following items:

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

2. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)

3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Melanie L. Chaney, J.D., Partner, Liebert Cassidy Whitmore
Raúl Rodríguez, Chancellor

Employee Organizations: Faculty Association of Rancho Santiago Community College District (FARSCCD)
Continuing Education Faculty Association (CEFA)

4. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
 - a. Agency Negotiator: Ruben Smith, Esq.
Unrepresented Employee: Chancellor
 - b. Agency Negotiator: Ruben Smith, Esq. and Raúl Rodríguez, Ph.D.
Unrepresented Employees: Vice Chancellors, College Presidents

5. Conference with Real Property Negotiators (pursuant to Government Code Section 54956.8)
Property: 15991 Armstrong Ave., Tustin, California
Agency Negotiators: Raúl Rodríguez, Chancellor, Rancho Santiago Community College District
Negotiating Parties: County of Orange
Under Negotiation: Sale of Property

Ms. Weber left the meeting at this time.

RECONVENE

The board reconvened at 8:01 p.m.

Closed Session Report

Ms. Alvarez reported during closed session the board discussed public employment, anticipated litigation, real property negotiations, and labor negotiation; and took action not to renew the chancellor's contract because he submitted a letter of retirement effective June 30, 2019, and to approve a change in policy to enter into two-year rather than three-year

Closed Session Report (cont.)

contracts for cabinet and executive level employees, with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Yarbrough, and a nay vote from Mr. Labrado.

Public Comment

There were no public comments.

6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

It was moved by Ms. Alvarez and seconded by Ms. Barrios 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 Mr. Yarbrough.

- Approve New Job Descriptions
- Approve Employment Agreements
- Approve Changes of Assignments
- Approve Interim Assignments
- Approve Extensions of Interim Assignment
- Ratify Resignations/Retirements
- Approve Appointments
- Approve 2017-2018 Contract Extension Days
- Approve 2018-2019 Contract Extension Days
- Approve 2018-2019 Additional Contract Extension Days
- Approve Beyond Contract/Overload Stipends
- Rescind Beyond Contract/Overload Stipends
- Approve Part-time Hourly New Hires/Rehires
- Approve Non-paid Intern Services

6.2 Classified Personnel

It was moved by Ms. Alvarez and seconded by Ms. Barrios 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 Mr. Yarbrough.

- Approve New Appointments
- Approve Professional Growth Increments
- Approve Out of Class Assignments
- Approve Changes in Position

6.2 Classified Personnel (cont.)

- Approve Changes in Salary Placements
- Approve Leaves of Absence
- Ratify Resignations/Retirements
- Approve Temporary Assignments
- Approve Changes in Temporary Assignments
- Approve Additional Hours for Ongoing Assignments
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Community Service Presenters and Stipends
- Approve Instructional Associates/Associate Assistants
- Approve Volunteers
- Approve Student Assistant Lists

6.3 Discussion and Approval of Change in Policy Regarding Term of Cabinet and Executive Level Contracts

It was moved by Ms. Alvarez and seconded by Ms. Barrios to discuss and approve a change in policy to enter into two-year rather than three-year contracts for cabinet and executive level employees. Discussion ensued. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Yarbrough, and a nay vote from Mr. Labrado.

7.0 **ADJOURNMENT**

The next regular meeting of the Board of Trustees will be held on Monday, July 16, 2018.

There being no further business, Mr. Yarbrough declared the meeting adjourned at 8:08 p.m.

Respectfully submitted,

Raúl Rodríguez, Ph.D.
Chancellor

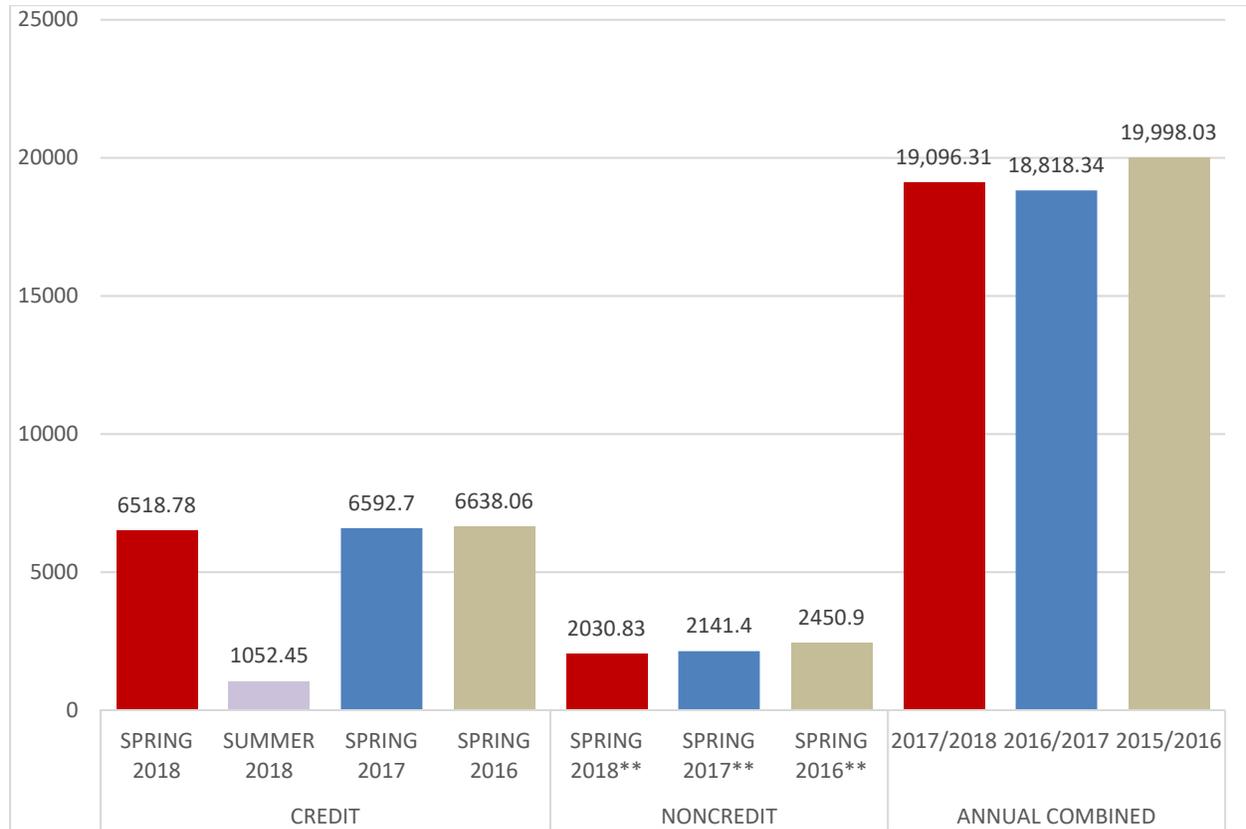
Approved: _____
Clerk of the Board

Minutes approved: July 13, 2018



SAC 2018 SPRING/SUMMER ENROLLMENT SNAPSHOT

Date: 06/22/18



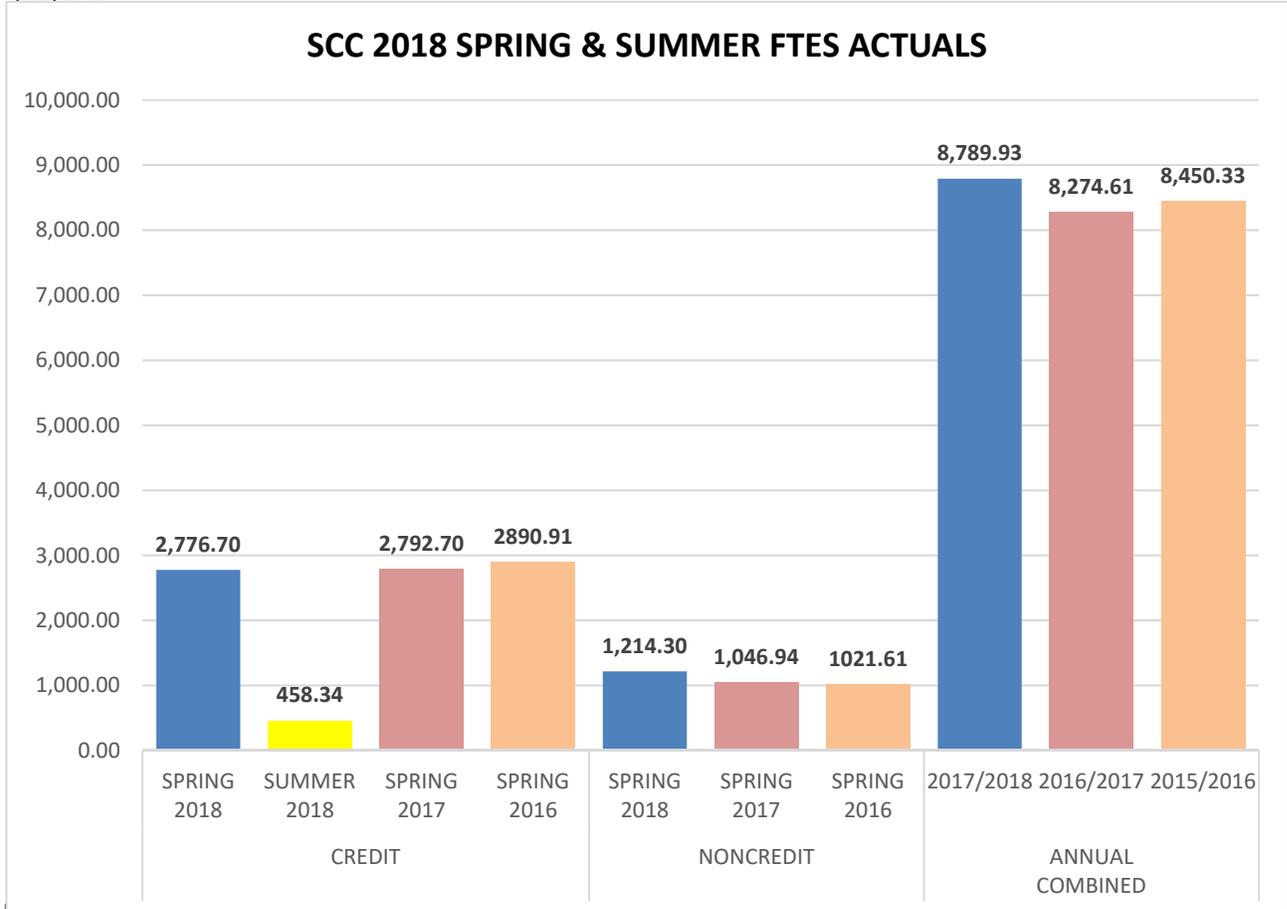
PROJECTED FTES

TERMS	2017/2018	DIFF	PCT
CREDIT SPRING TARGET*	7,302		
CREDIT SPRING PROJECTION*	7,140	-162	-2%
NONCREDIT SPRING TARGET**	2,500		
NONCREDIT SPRING PROJECTION**	2,173	-327	-13%
SUMMER SHIFT PROJECTION	915		
COMBINED ANNUAL TARGET	20,407		
COMBINED ANNUAL PROJECTION	20,265	-142	-1%

* Includes 510.54 FTES earned in intersession ** Includes Summer before June 30th for Noncredit
SAC Projection is 65 FTES Below 2015/2016 Base of 20,330

**SCC 2018 SPRING & SUMMER
ENROLLMENT SNAPSHOT**

6/22/2018



PROJECTED FTES

TERMS	2017/2018	DIFF	PCT
CREDIT SPRING TARGET	2814		
CREDIT SPRING PROJECTION	2798	-16	-0.6%
NONCREDIT SPRING TARGET	1257		
NONCREDIT SPRING PROJECTION	1257	0	0.0%
SUMMER BORROW PROJECTION	425		
PRE-JULY 1st CENSUS ACTUALS	458.34		
POST-JULY 1st CENSUS ACTUALS	66.93		
COMBINED ANNUAL TARGET*	8619		
COMBINED ANNUAL PROJECTION w/Borrowing	9107	+488.00	+5.7%

SOURCES: Executive Dashboard

*Note 2015-2016 Actuals 8571; target based on revenue adjustment and includes FLEX boost of approx. 10 FTES credit/40 FTES noncredit



Office of the President
8045 E. Chapman Avenue
Orange, California 92869
(714) 628.4930
Fax (714) 628.4729

Inter-Office Memorandum

DATE: June 25, 2018
TO: Board of Trustees
FROM: Marilyn Flores (for John Hernandez)
SUBJECT: Reply to Questions - BOT Meeting June 25, 2018

The following questions were forwarded to SCC for the June 25 RSCCD Board meeting.

Agenda Item 3.20 - Agreement with South Coast College.

Q1: What is the expected approx. state apportionment funds per each student hour for RSCCD/SCC per this agreement?

Q2: What would be approx. total of funds generated for RSCCD/SCC on this agreement based on 20,800 student hours?

Q3: Are there any additional funds (billings) that RSCCD/SCC would receive from this contract?

Here are the answers to Contract 3.20 Agreement with South Coast:

- Q1. RSCCD will receive approximately \$9.71 per student attendance hour as state apportionment. Under this agreement, RSCCD will pay South Coast College \$2.50 per student attendance hour and keep the difference of \$7.21 per student attendance hour.
- Q2. 20,800 hours is the maximum number of hours that would be allowable under this agreement but it is unlikely that we would reach the maximum. If we do reach the maximum, the funds generated for RSCCD would be approximately \$150,000 (20,800hrs x \$7.21). In 2017-18, the number of student hours will be approximately 2,625 hours (5 FTES) and will generate approximately \$19,000 (2,625hrs x \$7.21) of state apportionment for RSCCD. It is important to note that under this agreement there are no other costs to RSCCD so the \$19,000 is positive revenue. As such, Instructional Service Agreements are looked upon as attractive options for the college.
- Q3. No.

CC: Raul Rodriguez

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

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

Date: June 25, 2018
To: Dr. Raúl Rodríguez
From: Peter J. Hardash
Subject: Responses to Board of Trustees Requests/Questions

From Trustee Zeke Hernandez

Agenda Item 4.4 - Agreement with MHP, Inc.

Q1: Which other consultant contractors are providing same type of services(s) to RSCCD?

- The District has utilized the structural engineering services from Saiful Bouquet, Inc., Simpson Gumbertz & Heger, and Engineering Alignment Systems in the past for on-call structural engineering services. Saiful Bouquet, Inc. has not been able to accommodate on-call service requests from the District due to timing and workload, and Engineering Alignment Systems closed its office due to a principal employee's retirement last year. Simpson Gumbertz & Heger's contract has expired. As of July 1, 2018 MHP will be the only available on-call structural engineering firm.

Q2: Why are we not having an updated RFQ (as this one was processed in 2014)?

- The District has a prequalified shortlist and undertook an extensive RFQ review process with structural engineering firms in 2014. An RFQ for a prequalified shortlist for professional services is typically undertaken every 5 years to align with the contractual limits for services per Education Code Section 17596. A new RFQ is scheduled to be released in and around June of 2019 to establish a new prequalified list of firms for structural engineering services as it takes several months to complete this process and requires extensive work by both the District and the firms that participate in the process. Government Code Section 4526 governs contracts for public agencies for engineering services which requires that such services are based on demonstrated competence and qualifications for services, such as DSA experience, be performed at reasonable prices for public agencies. The list of prequalified firms is still valid and the rates proposed by firms are still subject to the current timeframe of 2014-2018 which provides the District the opportunity to negotiate these rates for the timeframe qualified.

Q3: Of the nine (9) firms who qualified; why was this one chosen?

- This firm has been timely to respond to urgent requests by the District for life safety concerns and is able to execute and agree to the District's required contractual terms. The firm's hourly rates remain competitive as the District has been able to maintain 2015 rates for the duration of the current contract that is set to expire June 30, 2018. Many firms are not able to accommodate this scope of work which is immediate response time and has a quick turn-around. Additionally, the rates outlined in the new agreement have been agreed upon by MHP at 2018 rates for a three year duration. At the time a new RFQ is issued in 2019, rates for firms will increase as there have been several firms who would like to increase rates annually as there has been an abundance of work in the industry to drive up costs. MHP has had a proven record of demonstrated competence and has been able to respond on the same day or next day with a report and/or needed recommendations within a 24 hour turn around for eminent safety issues that need immediate investigation/attention. For example, they responded timely to SCC when there were noticeable cracks in the soffits (below the decks) at Buildings A & B, including the SCC Child Development Shade Structure rotted column and sagging roof concerns. Additional investigations have included the SCC Library, Digital Media Center and Orange County Sheriff's Regional Training Center.

Q4: Provide listing of instances and total cost of services to RSCCD for period July1, 2017 to June 30, 2018 at all of the facilities District-wide?

The below are expenses and instances for the period of July 1, 2017 – May 11, 2018 for the MHP on-call agreement. June 2018 billing has not been processed yet for payment.

MHP On-Call Agreement	
Expenses July 1, 2017 – May 11, 2018	
\$ 350.00	SCC Soffit Repairs
\$ 742.50	SAC M&O Bldg. Storage Racks- Seismic Review
\$ 1,237.50	SCC -104/105 Portables- Deteriorated Foundation
\$ 1,935.00	SCC Bldg. D Fan Coil - Anchoring
\$ 290.00	SCC Bldg. D Fan Coil - Anchoring
\$ 337.50	SAC Phillips Hall Deployable Hung Stage Projectors
\$ 67.50	SAC Phillips Hall Deployable Hung Stage Projectors
\$ 727.00	SCC Soffit Repairs
\$ 787.50	SCC Soffit Cracks Assessment
\$ 2,300.00	SAC A214 Floor Load Analysis
\$ 2,500.00	SAC Security Bldg., Key Mgmt. & Lockers- Load and Seismic Tie Down
\$ 2,500.00	SAC Phillips Hall Stage Lighting - Load and Seismic Safety
\$ 4,250.00	DO Bldg. Structural Review
\$ 18,024.50	Total

Agenda Item 4.9 - Rejection of Bids - SAC Parking Lot #9.

*I support the request to reject all bids. Please work/present to Board Facilities Committee for additional discussion on overall bid invites + request for information/discussion on making sure we have lot descriptions, adequate signage, etc.

Q1: What were the reasons for protest by Patriot Contracting and how were their concerns/questions, etc., were addressed?

- Patriot Contracting & Engineering letter of protest contained concerns over the following: listing of subcontractors in excess of ½ of 1% of the contract amount; removal and hauling of materials; concrete license; listing of subcontractor PaveWest Paving. The issues of protest were reviewed by legal counsel Kimble Cook. As outlined in the Board docket summary, the project bid came in well over the anticipated budget estimate of \$275,000 and the staff is currently reviewing the scope of work and developing an alternative plan. Per Board Policy and Administrative Regulations 6340 and 6332, the Board has the authority to reject any and all bids and contract proposals. The contactors who bid the project were informed that the District intends to reject all bids at today's Board meeting and were provided this notice in writing. They were also informed the bids were over the anticipated project cost estimates.

Agenda 4.14 - Rejection of Bids at SCC , Sports Field Maintenance.

Q1: Is there any impact to the firm's listing on (see Agenda Item #4.12) '18-'19 Contract Listing?

- There is no impact to the firm's listed on the 2018-19 Contract Listing. So Cal Land Maintenance was awarded a contract in 2017 for one (1) year. The current contract includes the option to renew for four (4) additional one (1) year renewals, not to exceed five years total. The contract list entry is to continue utilizing the services provided by So Cal Land Maintenance for sports field maintenance for the second one year term (2018-2019).

Agenda 4.15 - Reject all Bids, Landscape Maintenance Services.

Q1: Three (3) sites are listed - Why is Digital Media Services (SAC) included in this contract (with two [2] SCC sites)?

- The Digital Media Center does not have a dedicated employee to tend to the grounds, this service has been contracted out along with the Santiago Canyon College's facilities.

Q2: Or is this Digital Media Services different than site located at 1300 S. Bristol St., SA?

- The Digital Media Center (DMC) is the building located at 1300 S. Bristol Street in Santa Ana.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Office of the Chancellor

2323 N. Broadway
Santa Ana, CA 92706
(714) 480-7450 – Office

Date: June 25, 2018
From: Dr. Raúl Rodríguez
Subject: Responses to Board Requests

From Trustee Zeke Hernandez

Agenda Items 4.16, 4.17, 4.18, 4.19, 4.20 – Legal Services Agreements. (PERTAINS TO 6/11 Agenda ITEMS 4.16, 4.17, 4.18, AND 5.16). NOTE: June 11 Agenda Item 5.16 (Legal Services Agreement – Feldhake Law Firm) was pulled from agenda at the 6/11 Board meeting – but is not included in June 25 Agenda for approval.

Q1: Why was this not included for Board approval?

Response: It was agreed that an agreement with Feldhake was not required at this time.

Q2: What were the issues related to 6/11 agenda items (4.16, 4.17, 4.18, and 5.16) and how were they addressed?

Response: Matt Hansen, an attorney with AlvaradoSmith, worked under the direction of Ruben Smith with the legal firms on any issues relating to the agreements. The following changes were made to the agreements submitted for approval at the June 11 board meeting:

- *AALRR (4.18) – removed the language in the agreement allowing them to coordinate dual representation as necessary*
- *Musick, Peeler & Garrett (4.19) – agreed not to charge for travel*
- *Liebert Cassidy (4.20) – reduced their legal fees by \$10/hour*

Agenda Items 4.19 and 4.20 – Legal Services Agreement.

Q1: These two (2) items were not included in the 6/11 Board meeting agenda packet, and they have been included for Board approval at the 6/25 meeting. Would these have the same questions/concerns that are related to the questions/concerns noted for the previous agenda items (4.16, 4.17, 4.18, and 5.16)?

Response: The agreement with Musick was not on the June 11 board meeting agenda because it was not finalized in time. The Liebert Cassidy agreement was on the June 11 board meeting agenda as Item 6.4.

Q2: If so, are they being addressed and are now Ok?

Response: See response to Q2 above.

Agenda Item 5.1 – Resource Development Items.

Q1: Clarify original intent of Middle College ... “for high ability, at risk youth”? Would this be true for today’s current students attending Middle College?

Response: *The Middle College High School (MCHS) is a program that is operated by Santa Ana Unified School District. It is a fully functional high school with its own assigned principal and teachers that is located on the Santa Ana College campus. The question of the original intent of the program and the current reality of the program could only be answered by representatives of the Santa Ana Unified School District (SAUSD), as it is their program. The admissions criteria is available on the SAUSD website.*

Q2: How are these students being factored in for basis of FTES for RSCCD? And what is the financial result for RSCCD?

Response: *The students in the MCHS program count for the collection of Average Daily Attendance (ADA) for the SAUSD. The students in this program count toward FTES for Santa Ana College when they take college-level courses. Each year Santa Ana College serves approximately 200 MCHS students. These students take between 800-850 unique courses annually and generate approximately 115 FTES a year. At \$5,071.80 per credit FTES, the district earns around \$583,257 in apportionment from the MCHS program.*

Q3: Are there possibilities for expansion or is there a “target” limit as to number of student enrollments?

Response: *The program is funded through a grant from the Chancellor’s Office and it requires a 1-to-1 match that is supplied by the SAUSD. At the present time, additional grant funds to develop new programs or to expand existing programs are not available from the Chancellor’s Office. The limitation on the number of student enrollments is determined by the physical capacity of the facilities. The total number of students attending MCHS is 352. This number is set by SAUSD. In 2016-2017 there were 203 MCHS students enrolled in classes at SAC resulting in 833 enrollments for an estimated FTES of 114. In fall 2017 there were 207 MCHS students enrolled in classes at SAC.*

Additional Notes

2017-2018 – highlights

- *Number of MCHS Graduates = 83*
- *1 student, Ms. Yuliana Velasquez completed the requirements to earn a Welding Certificate*
- *66 students earned the Seal of Bi-literacy in Spanish*
- *3 students earned 2 Seals of Bi-literacy in Spanish and American Sign Language*
- *36 students earn SAC Associate Degrees*
- *18 students earned Associate Degrees with honors*
- *11 students earned two Associate Degrees*
- *35 students transferred to a 4-year university*
- *3 students will leave California to attend universities in: Arizona, Colorado, New York*
- *43 students will enroll at SAC*

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

To:	Board of Trustees	Date: July 16, 2018
Re:	Approval of the Standard Professional Services Agreement Renewal with the City of Burbank	
Action:	Request for Approval	

BACKGROUND

This is a standard professional services agreement renewal with the City of Burbank.

ANALYSIS

This standard professional services agreement renewal with the City of Burbank is administered in compliance with the guidelines issued by the State of California Community College Chancellor's Office. This standard professional services agreement renewal with the City of Burbank shall be effective for a period of one (1) year or until termination by written notice of either party. The standard professional services agreement renewal with the City of Burbank has been reviewed by Dr. Simon B. Hoffman and college staff. This agreement will not carry a cost for Santa Ana College for each fiscal year.

RECOMMENDATION

It is recommended that the Board of Trustees approve this standard professional services agreement renewal with the City of Burbank, located in Burbank, California, as presented.

Fiscal Impact:	Revenue not to exceed \$31,200	Board Date: July 16, 2018
Prepared by:	Jeffrey N. Lamb, Ph.D., 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	

PROFESSIONAL SERVICES AGREEMENT

by and

between THE CITY

OF BURBANK

and

**RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT**

dated as of JULY 1, 2018

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement"), is made and entered into this July day of 1, 2018 (the "Effective Date"), by and between **THE CITY OF BURBANK**, a municipal corporation (the "City") and **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT** (the "Consultant"). The City and the Consultant are herein referred to, individually, as a "Party", and, collectively, as the "Parties".

City and Consultant agree as follows:

1.0 Services. Consultant, as an independent contractor, agrees to perform during the term of this Agreement, each and every service described in the "Scope of Services" set forth on Exhibit A to this Agreement (the "Scope of Services"). The initiation of service by the Consultant should not commence until all of the following conditions have been satisfied:

- (a) Consultant has furnished all of the insurance documents required by Section 10.0 below; and
- (b) Consultant has furnished any required supporting documentation required by Sections 16.0 below.
- (c) To the extent that the Scope of Services involves more than one service, Consultant shall perform the services only to the extent of the authorization provided by the City Project Manager. The services of the Consultant shall include the making of all investigations, studies, and analysis required by the conditions involved in each request of the City Project Manager. The Scope of Services shall not be modified without an amendment executed by the authorized representatives of each Party.

1.1 Extra Services

Unless City and Consultant have agreed in writing before the performance of extra services that are beyond the Scope of Services, City shall have no liability for such extra services and Consultant shall have no right to claim compensation for such extra services or expenses. The applicable hourly rates for authorized extra services shall be at the hourly rates set forth in the Schedule of Compensation (Exhibit B) unless otherwise agreed to by the parties in writing.

2.0 Term of Agreement: Termination.

- 2.1 Term. The term of this Agreement is from the Effective Date until June 30, 2019; provided, however, that the term of this Agreement may be extended by written amendment executed by authorized representatives of each of the Parties or may be earlier terminated as provided in Section 2.2 below (the “Term”).
- 2.2 Termination. The City may terminate any or all of the services agreed to be performed under this Agreement without cause, at any time during the Term by giving the Consultant thirty (30) days’ notice in writing. Either party may terminate this Agreement with cause, immediately upon giving the other party written notice of such default or breach of this Agreement that is the basis for the termination.
- 2.3 Effect of Termination. In the event of termination, Consultant shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Consultant within thirty (30) days following submission and approval of a final invoice by Consultant unless termination is for cause. In the event that such termination was for cause, Consultant shall be compensated only to the extent required by law.

3.0 Compensation and Schedule of Compensation. The total compensation (including, but not limited to all fees, expenses, reimbursements or other costs) payable by the City to the Consultant under this Agreement shall not exceed the sum of \$31,200 (the “Cost of Services”). The Cost of Services shall not be increased without a written amendment executed by the authorized representatives of each Party. Consultant shall earn the compensation set forth in the Cost of Services in accordance with the “Schedule of Compensation” as attached to this Agreement as Exhibit B. No payment for expenses, labor or any other cost shall be paid to Consultant unless it is within the Scope of Services (Exhibit A).

4.0 Personnel.

- 4.1 The staff person designated by Consultant to be the primary point of contact (the “Representative”) for day-to-day performance of this Agreement shall be:

Terri Wann
Physical Fitness Professor/Coordinator
1530 West 17th Street
Santa Ana, CA 92706-3398
(714) 564-6861
Wann_Terri@sac.edu

Representative shall be a key member of Consultant's firm, and shall be directly involved in performing, supervising or assisting in the performance of the Scope of Services under this Agreement. The Representative shall be the key person to communicate with, and periodically report to, City on the progress of the work. The Consultant may, from time to time, remove or replace the Representative designated in this Agreement only with prior written consent by the City's Designated Official.

- 4.2** The services to be performed by Consultant shall be accomplished under the general direction of, and coordination with, the staff person designated by the City serving as the project manager (the "City Project Manager"). The City Project Manager designated by the City for day-to-day administration of this Agreement shall be:

Stacey Adams
Assistant Management Services Director – Risk Management
and Safety
301 East Olive Avenue
Burbank, CA 91502
(818) 238-5050
SAdams@burbankca.gov

The City may, from time to time, remove or replace the City Project Manager designated in this Agreement by written notice to Consultant. The City Project Manager has no authority to execute any amendments, consents or waivers on behalf of the City.

- 4.3** With respect to matters that extend beyond the day-to-day administration of this Agreement, the City designates the Management Services Director, Betsy McClinton (the "Designated Official") to handle such matters.

(818) 238-5026
EMcClinton@burbankca.gov

5.0 Invoicing and Payment. Consultant shall provide City with written verification of the actual compensation earned, which written verification shall be in a form reasonably satisfactory to the City Project Manager. Invoices shall be made no more frequently than on a monthly basis and no less frequently than every 60 days, and shall describe in reasonable detail the work performed (including a list of hours worked by personnel classification) together with any receipts, invoices or other documentable expenses that are reimbursable under the Schedule of Compensation. All payments shall be made within thirty (30) days after City's approval of such invoice.

6.0 Standard of Skill. Consultant, and Consultant's officers, employees and agents, if any, are skilled in the professional calling necessary to perform the work agreed to be done pursuant to this Agreement. The work performed by Consultant shall be with the degree of skill and diligence normally practiced in the industry for which Consultant is being retained by the City. To the extent that Consultant's industry is subject to guidelines, rules or other standards, Consultant shall ensure that it complies with such guidelines, rules or other standards. The acceptance of Consultant's work by the City shall not operate as a release of the Consultant from such standard of care and workmanship.

7.0 Independent Contractor. Consultant is retained and engaged by the City only to the extent set forth in this Agreement, and the Consultant's relationship to the City is that of an independent contractor. Consultant shall be free to dispose of all portions of Consultant's time and activities which Consultant is not obligated to devote to the City in such a manner and to such persons, firms, or corporations as the Consultant sees fit except as expressly provided in this Agreement. Consultant shall not be considered to have the status of an employee under this Agreement or be entitled to participate in any insurance, medical care, vacation, sick leave, or other benefits provided for City's officers or employees. Consultant shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the performance by the Consultant (including any of its officers, employees or other agents) of its obligations under this Agreement. Consultant has no authority to bind City in any manner or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by the City.

8.0 Hold Harmless and Indemnity. Consultant shall fully and promptly undertake its obligations as set forth below:

8.1 Hold Harmless. Consultant shall hold City, its elected officials, officers, agents, and employees, harmless from all of Consultant's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Consultant, to Consultant's employees, to Consultant's contractors or subcontractors, or to the owners of Consultant's firm, which damages, losses, injuries or liability occur during the work required under this Agreement, or occur while Consultant is on City property, or which are connected, directly or indirectly, with Consultant's performance of any activity or work required under this Agreement. The foregoing however shall apply only to the extent of errors, negligence, recklessness, omissions, or willful misconduct of Consultant, its officers, agents, employees, or representatives in performing services described in the work required under this Agreement.

8.2 Defense and Indemnity. Consultant shall investigate, defend, and

indemnify City, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of any intellectual property rights (including, copyright, patent and trademark), or professional errors and omissions arising out of, directly or indirectly, any error, negligence, recklessness, or omission of Consultant or any of Consultant's officers, agents, employees, representatives, or the willful misconduct of Consultant or any of Consultant's officers, agents, employees, representatives, in performing the services described in, or normally associated with, the work required under this Agreement, or breach by Consultant of this Agreement. The duty to defend shall include any suits or actions concerning any activity, product or work required under this Agreement, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

- 8.3** No Waiver. City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by City, or the deposit with City, of any insurance certificates or policies described in Section 10.0 below.

9.0 Correction or Re-Performance of Work. If City believes that any of the work performed under this Agreement does not comply with the terms of this Agreement, City may deliver notice to Consultant. Such City's notice shall describe how the work performed, including any deliverables resulting from such work, does not meet the requirements of this Agreement, including failure to meet the applicable standard of care set forth in Section 6.0 and, upon City's sole discretion, may also make a request for Consultant to re-perform the services. If City requests Consultant to re-perform services, Consultant shall promptly re-perform the services at no additional cost to City in a reasonably timely manner. Should Consultant fail to make such correction or re-performance, the cost thereof shall be withheld from any funds due to Consultant hereunder or charged to Consultant with such amounts to be paid by Consultant within thirty (30) days of receipt of such invoice.

10.0 Insurance.

- 10.1** Insurance Coverage. Consultant shall maintain, throughout the Term, the insurance coverage set forth in the "Insurance Requirements" as attached to this Agreement as Exhibit C.
- 10.2** Delivery of Certificates of Insurance and Endorsements. Prior to the commencement of any work by Consultant under this Agreement,

Consultant shall provide the City with copies of certificates (on an Accord form as modified per City direction) for all policies together with the appropriate endorsements required in Exhibit C. At the request of the City, Consultant shall deliver a copy of its insurance policies.

- 10.3** Failure to Maintain Insurance. If Consultant receives a cancellation notice of any insurance required by this Agreement, Consultant shall, within one day of receipt, forward said notice to City Project Manager. If Consultant at any time during the Term of this Agreement, should fail to secure or maintain any insurance required under this Agreement, the City shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the cost of the insurance premiums at the maximum rate permitted by law computed from the date written notice is received that the premiums have been paid. Such costs can be assessed by deducting such costs from any amounts due and payable to the Consultant as compensation under the terms of this Agreement.

11.0 Work Product.

- 11.1** Deliverables. Consultant shall deliver to the City the studies, plans, specifications, drawings, photographs, maps, videos, records, designs, data, reports, documents or other work products as are identified in the Scope of Services ("Work Product"). The City may also request, and Consultant shall provide to City, copies of all other information developed in the course of the Consultant's performance of this Agreement. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the status of services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all Work Product produced by the Consultant. Consultant represents and warrants that upon delivery of the Work Product, such Work Product shall be free of all liens, security interests or any other encumbrances.
- 11.2** Ownership. Each and every item that constitutes Work Product produced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.

12.0 Confidentiality.

- 12.1** Non-Disclosure Exemptions. Consultant may be granted access to information that is exempt from disclosure to the public and may contain "trade secrets" when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such

access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in the California Public Records Act.

12.2 Confidentiality Obligation. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the City or other information to which the Consultant has had access during the Term of this Agreement without the prior written consent of the Designated Official during the Term of this Agreement and this obligation shall survive for a period of two (2) years after the termination of this Agreement. Notwithstanding the foregoing, the confidentiality obligations imposed by this Agreement shall survive as to any of the following information (a) a trade secret under applicable law for so long as such information constitutes a trade secret thereunder, (b) each utility customer's "data" under applicable law unless Consultant has secured such customer's express, written consent to release of such customer's information, (c) any information classified by City as "critical infrastructure information" or "protected critical infrastructure information" or "protected system," or (d) any other documentation that has been identified as confidential by City until City has advised Consultant in writing that such information may be released.

13.0 Acceptance of Final Payment by Consultant. The acceptance by Consultant of the final payment made under this Agreement shall release City from all claims and liabilities for compensation to or for the benefit of Consultant for anything done, furnished, or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check; provided, however, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, agents, subcontractors and subconsultants for the satisfactory performance, accuracy and/or competency of the information provided and/or work performed by Consultant; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, agents, subcontractors and subconsultants.

14.0 Records. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the City, the Designated Official or the City Project Manager. Consultant shall maintain adequate records on services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide access to the Designated Official or designees at all proper

times to such books and records, and gives the Designated Official or designees the right to examine and audit such books and records and to make transcripts as necessary, and to allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Consultant shall maintain such records for at least four years after the termination or final payment under this Agreement, whichever is later.

15.0 Conflict of Interest. Consultant agrees to be familiar with and comply with all applicable federal, state and local conflict of interest laws (including 2 CFR 200.318, if federal money is funding any part of this Agreement). Consultant represents and warrants that it is unaware of any City employee or official that has a financial interest in Consultant's business. During the Term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer or accept any financial interest in Consultant's business by any City employee or official.

16.0 Payee Registration Form. City shall provide a Payee Registration Form to Consultant and Consultant shall deliver a completed registration form to the City. Consultant acknowledges that this form is necessary for the City to process any payment for services hereunder.

17.0 Non-Appropriation of Funds. Payments due and payable to Consultant for current services are within the current annual budget and within an available, unexhausted and unencumbered appropriation of City funds. In the event City has not appropriated sufficient funds for payment of Consultant services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

18.0 Compliance with Laws. Consultant agrees to perform all of its obligations under this Agreement in accordance with all applicable federal, state and local laws, rules and regulations. This obligation shall include, but is not limited to, the following requirements set forth below:

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

18.2 Anti-Terrorism Laws; Sanctions. The Consultant represents and warrants that:

- (1) it is not a person described or designated in the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control, United States Department of the Treasury or in Section 1 of Executive Order No. 13,224, 66 Fed. Reg. 49,079 (2001), issued by the President of the United States of America

(Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism);

- (2) it does not engage in any dealings or transactions with any such persons described above; and
- (3) is not otherwise blocked, subject to sanctions under or engaged in any activity in violation of other United States economic sanctions, including but not limited to, Trading with the Enemy Act, the International Emergency Economic Powers Act, Accountability and Divestment Act or any other similar law or regulation with respect to any country, the Sudan Accountability and Divestment Act, any OFAC Sanctions Program, or any economic sanctions regulations administered and enforced by the United States or any enabling legislation or executive order relating to any of the foregoing.

19.0 Meet and Confer. The Parties agree to meet and confer concerning all claims, disputes or other matters in question between the Parties arising out of or relating to this Agreement or breach thereof prior to the institution of any litigation.

20.0 Waiver: Remedies Cumulative. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict performance by such other Party in the future. No waiver by a Party of a default or breach of the other Party shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

21.0 Integrated Agreement: Construction. This Agreement, including any exhibit, schedule or addendum attached hereto, supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services hereunder, and contains all of the covenants and agreements between the Parties with respect to said services. The provisions of this Agreement shall be construed as a whole according to its common meaning of purposes of providing a public benefit and not strictly for or against any Party. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. In the event an inconsistency arises between any attachments (including any exhibit,

schedule or addendum) and any term of this Agreement, the terms of this Agreement shall prevail. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent permitted successors and assigns.

22.0 Amendment; Modification. This Agreement may only be amended or otherwise modified upon written mutual agreement of each of the authorized representatives of the Parties.

23.0 Assignment. This Agreement is personal to the Consultant and may not be assigned without the prior written approval of the Designated Official. Notwithstanding the foregoing, any assignment in violation of this Section by the Consultant is voidable in the City's sole discretion.

24.0 Use of the Term "City." Reference to "City" in this Agreement includes City Manager or any authorized representative acting on behalf of City.

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

26.0 Execution Counterparts. This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, any one of which may be introduced in evidence or used for any other purpose without the production of its duplicate counterpart. Moreover, notwithstanding that any of the Parties did not execute the same counterpart, each counterpart shall be deemed for all purposes to be an original, and all such counterparts shall constitute one and the same instrument, binding on all of the Parties hereto. Facsimile transmission and/or validated electronic transmission to one Party of a true copy of a counterpart duly executed by the other Party shall constitute valid delivery of such counterpart.

27.0 Governing Law. The terms of this Agreement shall be interpreted according to the laws of the State of California. The Parties agree and consent to the jurisdiction of the state and federal courts of competent jurisdiction exclusively in the County of Los Angeles, California.

28.0 Survival. The provisions of Sections 8, 9, 10 and 12.0, shall survive for a period of four years following the termination or expiration of this Agreement, whichever is later.

29.0 Notices. Any written notice required by this Agreement shall be given by depositing such notice in the United States mail, postage prepaid or by personal delivery, and addressed as follows:

TO CITY:

The City of Burbank
Management Services – Environmental, Health and Safety Office
Attention: Stacey Adams
301 East Olive Avenue, Burbank CA 91502
SAdams@burbankca.gov

With a copy to:

The City of Burbank
Management Services Department
Attention: Betsy McClinton
301 East Olive Avenue, Burbank CA 91502
EMcClinton@burbankca.gov

TO CONSULTANT:

Rancho Santiago Community College District
Attention: Terri Wann
1530 West 17th Street
Santa Ana, CA 92706-3398
Wann_Terri@sac.edu

All notices shall be effective upon deposit in the mail, as specified above, or personal delivery.

Either Party may change the specified person or address at which it is to receive notices by so advising the other Party in writing.

30.0 Safety Requirement. To the extent that Consultant performs any work on premises owned or leased by the City, the Consultant agrees that it shall comply with this Section. All work under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL-OSHA. The City reserves the right to issue restraint or cease and desist orders to the Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The Consultant shall maintain the work sites free of hazards to persons and property resulting from its operations. Any hazardous condition noted by the Consultant, which is not the result of his operations, should immediately be reported to the City Project Manager.

31.0 Copyright. In the event Consultant creates an original work product as part of the Scope of Services (“work product”), Consultant agrees that work product is a work made for hire. Consultant acknowledges that he/she received consideration for this work product and has no copyright interest in any of the work product, or in any copyright related to the work product. For example work product may involve: illustrations and graphic design services, digital and print branding services, photographs, Meta Tags, text, photographs whether edited or not, and other graphic images, appearing on the web sites or other applicable medium, domain names, log-in credentials for social media and other on-line electronic platforms. Further, if this Agreement is found by any court or other jurisdiction to not be a work-for-hire as defined in 17 U.S.C. 101, then Consultant hereby transfers any and all interest of the copyright(s) in the work product to City. This transfer and assignment are irrevocable and in perpetuity.

Further, Consultant represents and warrants: 1) that all work product shall be original and not subject to any other ownership claims by third parties, and 2) if applicable, that consent by individuals depicted in any work product have been obtained and written releases will be delivered to City prior to the completion of the Scope of Services. Consultant indemnifies and defends City as to any damages arising out of or relating to a breach of this warranty and representation.

If applicable, Consultant agrees to provide all log-in credentials for social media and other on-line electronic platforms to City within ten (10) days of establishing same, which shall allow City at any time with the ability to access, utilize and maintain the social media account or electronic on-line platform, should City choose to do so. In any event, upon the conclusion of Consultant’s services, Consultant shall no longer utilize any log-in credentials or electronic on-line platforms.

32.0 Prevailing Wages. To the extent that the Consultant performs any work described in California Labor Code Section 1720(a)(1), including, but not limited to, inspection and land surveying work Consultant agrees that it shall comply with this Section. The

Consultant, and any subcontractor or subconsultant working on behalf of the Consultant with respect to this Agreement, is required to pay not less than the established prevailing rates of wages to all workers employed in the execution of this Agreement, and Consultant shall comply with all other requirements applicable to Public Works Construction as specified in the California Labor Code and/or Davis Bacon Act, if federal money is funding any part of this Agreement. Furthermore, Consultant must register as a public works contractor with the California Department of Industrial Relations, if the compensation under this Agreement is greater than \$25,000.

[Signature Page on the Following Page]

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

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

"CITY"
City of Burbank
301 East Olive Avenue
Burbank, CA 91502

Signature

Peter J. Hardash
Name (Please Print)

Vice Chancellor
Business Operations & Fiscal Services
Title

If Consultant is a corporation or LLC, a second signature is required:

Signature

Name (Please Print)

Title

Signature

Betsy McClinton
Name (Please Print)

Management Services Director
Title

ATTEST:
Office of the City Clerk

Zizette Mullins, MMC, City Clerk

Approved as to Form
Burbank City Attorney's Office

By:

Signature

Jina Oh

Senior Assistant City Attorney

EXHIBIT A ____
SCOPE OF SERVICES

Consultant shall perform the following services for the benefit of the City:

The Instructor, as an independent contractor, agrees to perform during the term of this Agreement, a Wellness Class for the City of Burbank Fire Department on behalf of the Management Services Department. The estimated number of students that will participate in the class will be approximately 300. The Wellness Class will begin in July 2018 and be completed in June 2019. The class will include the following:

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

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

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

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

All deliverables provided under this Agreement shall be in form and substance reasonably satisfactory to City.

EXHIBIT B
SCHEDULE OF COMPENSATION

The total compensation (including, any reasonable costs, expenses or reimbursements) payable by the City to the Consultant shall not exceed the Cost of Services as set forth in Section 3.0.

To the extent that the Schedule of Compensation includes any travel, hotel or other reimbursable expenses, such expenses shall be for actual and reasonable expenses incurred in the performance of the Scope of Services.

The Consultant and the City agree that the Consultant shall earn its compensation according to the following method:¹

- **Lump Sum**: The City shall pay for the services on a lump-sum basis. Consultant shall invoice the City after all of the services set forth in Exhibit A have been fully performed and all deliverables have been accepted by the City.

Fee/Terms

- 104.00 per person (\$92.00 registration fee + \$12.00 material fee) for California Residents and \$662.00 per person for Non-Residents.

TOTAL AMOUNT NOT TO EXCEED \$31,200.00

EXHIBIT C
INSURANCE REQUIREMENTS

Consultant shall procure and maintain, for the Term of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. **Commercial General Liability:** Insurance Services Office Form CG 00 01 covering commercial general liability insurance (“CGL”) on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be at least **\$2,000,000**.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of California, with statutory limits, and employer’s liability insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability or Errors and Omissions:** Errors and Omissions insurance appropriate to the Consultant’s profession (“E&O Insurance”), with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Consultant.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or

equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this Agreement, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide an endorsement that they are not subject to cancellation without thirty (30) days' prior written notice to the City or ten (10) days' prior written notice for non-payment of premium. An exception may be made for coverage provided through a program of self-insurance, or coverage through a Joint Power Authority risk pool, subject to City approval.

Waiver of Subrogation - Worker's Compensation

Consultant hereby grants to City a waiver of any right to subrogation which any workers' compensation insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such workers' compensation insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. (Note: This is the only line of coverage where waiver of subrogation is honored by ASCIP).

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Such insurers shall be licensed to provide insurance under California state law. Waiver of this requirement for coverage provided by a program of self-insurance, or Consultant participation in a Joint Power Authority risk pool, shall be subject to City approval.

Claims Made Policies. For the E&O Insurance Policy and any other insurance providing claims-made coverage (e.g., pollution liability insurance, if applicable):

1. The “Retroactive Date” must be shown, and must be before the Effective Date.
2. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the work required under the Agreement.*
3. If coverage is canceled or non-renewed, and not replaced *with another claims-made policy form with a Retroactive Date prior to the Agreement Effective Date*, the Consultant must purchase “extended reporting” coverage for a minimum of *three (3) years after completion of work.*

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Cyber Liability Insurance

Technology Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. **City shall inform Consultant if such insurance is required.**

Contractors Pollution Liability and/or Asbestos Pollution Liability

If Consultant’s Scope of Services includes the handling or transportation of hazardous materials, Consultant shall maintain pollution liability and/or asbestos pollution liability applicable to the work being performed, with a limit no less than **\$1,000,000** per claim or

occurrence and **\$2,000,000** aggregate per policy period of one year. **City shall inform Consultant if such insurance is required.**

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

To:	Board of Trustees	Date: July 16, 2018
Re:	Approval of Proposed Revisions for the 2019 – 2020 Santa Ana College Catalog	
Action:	Request for Approval	

BACKGROUND

The attached memo is the annual summary of actions taken by the Santa Ana College Curriculum and Instruction Council during 2018. It includes new courses, course revisions, course deletions, and other curricula changes that are reflected in the catalog.

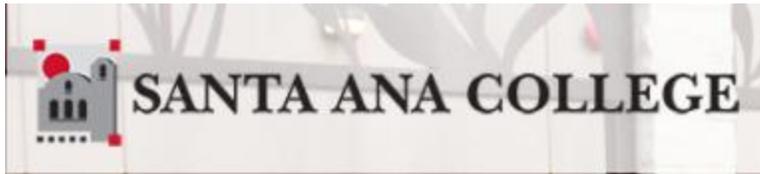
ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve the proposed revisions for the 2019 – 2020 Santa Ana College Catalog.

Fiscal Impact:	None	Board Date: July 16, 2018
Prepared by:	Brian Sos, Ph.D., Chair of the Curriculum and Instruction Council Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	



CURRICULUM AND INSTRUCTION COUNCIL

DATE: July 16, 2018

TO: Linda D. Rose, Ed.D, President of Santa Ana College

FROM: Brian Sos, Ph.D., Chair of the Curriculum and Instruction Council
Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs

RE: **PROPOSED REVISIONS FOR THE 2019-2020 CATALOG**

The following changes to the 2019-2020 college catalog are proposed by the Curriculum and Instruction Council (CIC) of Santa Ana College. All changes to academic policies, courses, and programs are reviewed and approved by departmental curriculum committees before action is taken by the Curriculum and Instruction Council.

Santa Ana College's CIC is chaired by Dr. Brian Sos, Designee of the Academic Senate President. Membership also includes two administrators, sixteen faculty, the University Articulation Coordinator, the Matriculation Representative, one student representative, and two Curriculum Specialists.

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

GENERAL EDUCATION REQUIREMENTS FOR THE ASSOCIATE DEGREE (Plan A)

The following options within the local general education requirements were revised:

Area B: Social and Behavioral Sciences: Group 2: Social Science Elective
Law 100 added

Area C: Humanities
Theatre Arts 120 added
Theatre Arts 121 added

GENERAL EDUCATION REQUIREMENTS FOR THE CALIFORNIA STATE UNIVERSITY (Plan B)

The following options within the CSU general education requirements were revised:

Area B: Scientific Inquiry and Qualitative Reasoning: B4: Mathematics/Quantitative Reasoning
Mathematics 287 added

Area C: Arts and Humanities: C1 – Arts: Art, Cinema, Dance, Music, Theatre
Theatre Arts 120 added
Theatre Arts 121 added

Area D: Social Sciences
Law 100 added

INTERSEGMENTAL GENERAL EDUCATION TRANSFER CURRICULUM (Plan C)

The following options within the UC and CSU general education requirements were revised:

Area 2A: Mathematical Concepts and Qualitative Reasoning

Mathematics 287 added

Area 3: Arts and Humanities: Group A: Arts

Theatre Arts 120 added

Theatre Arts 121 added

Area 4: Social and Behavioral Sciences

Law 100 added

NEW COURSES:

(See Attachment #1)

Seven (7) new courses were approved due to new and/or expanded programs or major changes in the discipline.

REVISED COURSES

(See Attachment #2)

Twenty-seven (27) course revisions were approved which reflected changes in title, units, hours, or content because of changes in requirements for four year schools and recommendations from advisory committees or state agencies.

DEACTIVATED COURSES

(See Attachment #3)

Eight (8) courses were deactivated because they were outdated and/or had not been offered in three (3) or more years.

DISTANCE EDUCATION OFFERINGS

(See Attachment #4)

Twelve (12) courses were separately reviewed and approved in accordance with California Code of Regulations §55206. This course was designed with portions of the instruction which the instructor and student are separated by distance and interact through the assistance of communication technology in lieu of face-to-face interaction.

Cc: Monica Zarske, Academic Senate President, Santa Ana College
Jeffrey Lamb, Vice-President of Academic Affairs, Santa Ana College
Vaniethia Hubbard, Vice-President of Student Services, Santa Ana College
James Kennedy, Vice-President of Continuing Education, Centennial Education Center
Paula Canzona, Articulation, Santa Ana College
Henry Kim, Continuing Education, Centennial Education Center
Donna Khalid, Continuing Education, Centennial Education Center
Leisa Schumacher, Executive Secretary, Academic Affairs, Santa Ana College
Teresa Verduzco, Senior Clerk, Centennial Education Center

NEW COURSES

Credit

1. Criminal Justice Academies 068E, Criminal Investigations
2. Fire Academy 028, Physical Training for Fireground Operations
3. Theatre Arts 120, Musical Theatre History
4. Theatre Arts 121, Introduction to Drama and Acting

Non-Credit

5. English as a Second Language 488, Basic Writing
6. English as a Second Language 489, Intermediate Writing
7. Vocational Business 290, Business Terminology

REVISED COURSES

Credit

1. Art 106, Asian Art History
2. Art 164, Web Design
3. Art 284, Introduction to Stone Setting-Jewelry
4. Art 285, Introduction to Enameling-Jewelry
5. Biology 109L, Fundamentals of Biology Laboratory
6. Biology 131, Natural History of the Southwest
7. Communications and Media Studies 105, Mass Media and Society
8. Communication Studies 097, American English Conversational Skills
9. Communication Studies 158, Readers Theatre
10. Counseling 144, Reasoning and Problem Solving
11. Criminal Justice Academies 038B, Basic SWAT Course
12. Dance 110, Beginning Mexican Folk Dance
13. English Multilingual Students 112, Advanced Composition
14. Fire Academy 007, Strength and Conditioning for the Fire Service
15. Interdisciplinary Studies 121, Humanities Through the Arts
16. Law 100, Introduction to Legal Studies
17. Psychology 100, Introduction to Psychology
18. Psychology 100H, Honors Introduction to Psychology
19. Psychology 157, Introduction to Child Psychology
20. Psychology 170, Multicultural Psychology
21. Psychology 250, Introduction to Abnormal Psychology
22. Theatre Arts 113, Acting for the Camera
23. Theatre Arts 131, Stagecraft
24. Theatre Arts 135, Technical Production
25. TV/Video Communications 150, Producing and Directing for Television

Non-Credit

26. English as a Second Language 520, VESL: English for Work 2
27. High School Subjects – English 096, Building Vocabulary 1

DEACTIVATED COURSES

Credit

1. Theatre Arts 107, Acting for the Non-Actor
2. Theatre Arts 108, The Business of Entertainment
3. Theatre Arts 198-030, Computer Applications for Entertainment
4. Theatre Arts 198-144, Acting for Camera II
5. Theatre Arts 198-166, Intermediate Programming
6. Theatre Arts 198-166L, Intermediate Programming Lab
7. Theatre Arts 198-255B, Motion Picture Production
8. Theatre Arts 199, Independent Study

Non-Credit

None

DISTANCE EDUCATION OFFERINGS

Credit

1. Art 164, Web Design
2. Communications and Media Studies 105, Mass Media and Society
3. Counseling 144, Reasoning and Problem Solving
4. Education 113, Tutoring Reading in Elementary Schools
5. Interdisciplinary Studies 121, Humanities Through the Arts
6. Kinesiology Health Education 106, Cardiopulmonary Resuscitation and First Aid
7. Law 100, Introduction to Legal Studies
8. Psychology 100, Introduction to Psychology
9. Psychology 100H, Honors Introduction to Psychology
10. Psychology 157, Introduction to Child Psychology
11. Psychology 170, Multicultural Psychology
12. Psychology 250, Introduction to Abnormal Psychology

Non-Credit

None

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

To:	Board of Trustees	Date: July 16, 2018
Re:	Approval of Santa Ana College Community Services Program - Fall 2018	
Action:	Request For Approval	

BACKGROUND

The Santa Ana College Community Services Program offers classes that are of special interest or designed for a specific audience or need. They are not for credit, usually shorter in duration than college credit classes, and do not require lengthy preparation or rigorous testing. From the creative arts and financial management to computer software and special tours, these offerings are open to the general public for educational, cultural, social and recreational purposes for a fee. Its inherent flexibility allows the addition or replacement of classes that have the most cost effective impact on the program and the community.

ANALYSIS

The proposed Fall 2018 schedule supports the mission of Santa Ana College as a leader and partner that inspires, transforms and empowers a diverse community of learners. Adults and children in the Santa Ana College service area have access to over 150 academic and professional development courses, personal enrichment and recreational activities. This comprehensive fee based menu provides educational opportunities for students to discover, prepare, develop and pursue lifelong learning.

RECOMMENDATION

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

Fiscal Impact:	\$25,000 (estimated net income after expenses)	Board Date: July 16, 2018
Prepared by:	Lithia Williams, Community Services Program Coordinator II James Kennedy, Ed. D., Vice President, School of Continuing Education, Santa Ana College	
Submitted by:	Linda D. Rose, Ed. D. President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

COMMUNITY SERVICES – FALL 2018 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Active Adults			
Government Grants – Elder Care	Carl Leiter	\$25	60/40
VA Benefits – Elder Care	Carl Leiter	\$25	60/40
Retirement Income	James Peters	\$25	60/40
Yoga for Seniors	John Bishop	\$59	60/40
Around The Home			
Electrical Repairs	Phil Famolaro	\$125	\$40/hr
Miniature Gardens	Beth Davidson	\$30	70/30
Container Gardening	Beth Davidson	\$30	70/30
Feng Shui & Chinese Astrology	Kim-Yen Gil	\$59	60/40
Arts & Crafts			
Holiday Floral Design	Mina Asadirad	\$70	50/50
Soap Making	Quayum Abdul	\$39	60/40
Candle Making	Quayum Abdul	\$39	60/40
Chinese Painting	Zhonghuang Li	\$125	60/40
Art of Balloon Twisting	Kim-Yen Gil	\$49	60/40
Watercolor	James Hendershott	\$44	60/40
Mixed Media	Jennifer Lee	\$44	60/40
Furniture Upholstery	Paciano Dominguez	\$125	60/40
Beads, Crystals & Semi Precious Stones	Brigitte Burns	\$30	60/40
Basic Wire Wrapping	Brigitte Burns	\$30	60/40
Creative Card Designs	Brigitte Burns	\$30	60/40
Sun Catcher	Beth Davidson	\$30	70/30
Wind chimes	Beth Davidson	\$30	70/30
Plate Garden Flowers	Beth Davidson	\$30	70/30
Succulent Birdhouse	Beth Davidson	\$30	70/30
Succulent Jewelry	Beth Davidson	\$25	70/30
Mixed Media Mondays	Beth Davidson	\$30	70/30
Metal Stamping	Beth Davidson	\$30	70/30
Decorative Greenhouse	Beth Davidson	\$40	70/30
Terrarium Workshop	Beth Davidson	\$25	70/30
Tillandsia (Airplant) Workshop	Beth Davidson	\$30	70/30
Wire-Wrapped Tree Pendant	Karen Nan Varela	\$30	60/40
Automotive			
BAR Update	James Rudd	\$295	60/40
CCDET Smoke Inspection	James Rudd	\$175	60/40
EPA Certification	James Rudd	\$175	60/40
Auto Wholesale Business	Ronald Williams	\$85	60/40
DEAM Certification	James Rudd	\$175	60/40
HVAC I & II	James Rudd/Noemi English	\$200	50/50
SCR TTC Certification	James Rudd/Noemi English	\$200	50/50
Transit Vehicle Safety	Noemi English	\$200	60/40
Auto Upholstery	Paciano Dominguez	\$125	60/40
Business & Careers			
Become A Floral Designer	Mina Flowers, Inc.	\$70	50/50
Voice Overs	Such A Voice	\$29	60/40
Make Up 101	Michelle Jackson	\$59	60/40
How To Sell on eBay	Francis Greenspan	\$59	60/40
Build Your Own Website	Rounds & Miller Assoc.	\$39	60/40
Become A Notary Public	NPS, Inc.	\$99	60/40
Renewing Your Notary	NPS, Inc.	\$50	60/40
Loan Signing Agent	NPS, Inc.	\$99	60/40

COMMUNITY SERVICES – FALL 2018 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Immigration Consultant	NPS, Inc.	\$199	60/40
Home-Based Business	LeeAnne Krusemark	\$29	60/40
Typing/Word Processing Business	LeeAnne Krusemark	\$15	60/40
Cart Vending	Eugene Konstant	\$39	60/40
Quickbooks & Taxes	Miguel Figueroa	\$89	60/40
Human Resource Management	Sylvia Gonzalez	\$99	60/40
Small Business Bookkeeping & Taxes	Phil Famolaro	\$125	60/40
Makeup Artistry	Michelle Jackson	\$125	60/40
Patents, Trademarks, Copyrights	Rounds & Miller Assoc.	\$39	60/40
Self-Publish for Free	Rounds & Miller Assoc.	\$39	60/40
Become A Professional Organizer	Rounds & Miller Assoc.	\$39	60/40
Intro to Screenwriting	LeeAnne Krusemark	\$15	60/40
Meet the Publisher	LeeAnne Krusemark	\$15	60/40
Beginner's Guide to Getting Published	LeeAnne Krusemark	\$15	60/40
Become A Mystery Shopper	Jennifer Schutza	\$39	60/40
Freelance Accountant	Ruby Flores	\$89	60/40
Certified Phlebotomy Technician	Ruben Sitorus	\$2,000	70/30
Fun With Public Speaking	Donna Valenti	\$75	60/40
Building Construction	Phil Famolaro	\$125	60/40
College For Kids			
Early Reader	Alpine Tutoring	\$89	\$35/hr
Reading Development & Comprehension	Alpine Tutoring	\$89	\$35/hr
SAT Prep	Alpine Tutoring	\$115	\$35/hr
Basic Math	Alpine Tutoring	\$89	\$35/hr
Online Driver's Education	Safety Driver's Ed	\$39	60/40
English Composition	Phyllis Neal	\$59	\$30/hr
Entrepreneurship for Kids	Christopher Trujillo	\$99	60/40
Modern Dance for Kids	My-Ha Bui	\$69	\$25/hr
Hip Hop for Kids	Ashley Fletcher	\$69	\$30/hr
Aquatics	Al Reyes	\$50	60/40
Study Skills	Alpine Tutoring	\$35	\$35/hr.
Computers			
Computer Basics	Dori Dumon	\$49	\$35/hr
Windows 10	Dori Dumon	\$49	\$35/hr
Microsoft Excel	Dori Dumon	\$49	\$35/hr
MS Office	Dori Dumon	\$69	\$35/hr.
Adobe Acrobat Pro	Dori Dumon	\$69	\$35/hr.
Cyber Security	James Peters	\$25	60/40
Court Mandated			
Alcohol & Drug Awareness	Dennis Donovan	\$50	80/20
14601.1 Suspended License Program	Barry Reed	\$255	50/50
DEJ Deferred Dismissal	Diego Fuentes	\$260	50/50
Culinary Arts			
Spring/Egg Rolls	Vikki Pham	\$29	60/40
Fall Cooking with Tarla	Tarla Fallgatter	\$39	60/40
Healthy Cooking	Shahrazad Nasrabadi	\$39	60/40
International Cuisine	Rhea Morrison	\$49	60/40
Dance			
Salsa Beginning	Salomon Rivera	\$69	60/40
Ballroom Dance	Ashley Fletcher	\$69	\$30/hr.
Country Line Dance	Jeanne Estrin	\$80	50/50
Caribbean & Latin Dance	Miguel Figueroa, Jr.	\$69	60/40 3.3 (3)

COMMUNITY SERVICES – FALL 2018 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Social Salsa Dance	Miguel Figueroa, Jr.	\$69	60/40
Health, Fitness & Beauty			
Mindfulness – Stress Reduction	Donna Valenti	\$75	60/40
Stress Management – Healthy Living	Kristine Fish	\$69	60/40
Yoga, Body & Spirit in Motion	John Bishop	\$59	60/40
Basic First Aid	Sabrina Bradley	\$30	60/40
Adult, Child, Infant, CPR	Sabrina Bradley	\$30	60/40
Open Court Badminton	Chi Tran	\$39/\$59	60/40
Zumba	Salomon Rivera	\$30	60/40
Essential Oils	Beth Davidson	\$30	70/30
Natural Remedies for Immune System	Shahrazad Nasrabadi	\$25	60/40
Tai Chi	Celia Rubalcaba	\$59	60/40
Self-Defense	John Bishop	\$59	60/40
Language			
Spanish For Work	Alpine Tutoring	\$69	\$35/hr
Italian for Travelers	Alpine Tutoring	\$69	\$35/hr
Conversational Spanish	Alpine Tutoring	\$69	\$35/hr
French for Travelers	Alpine Tutoring	\$69	\$35/hr.
Medical Billing			
Medical Insurance Billing Certificate	KGP, Inc.	\$150	60/40
Medical Front Office Certificate	KGP, Inc.	\$35	60/40
Medical Billing Service	KGP, Inc.	\$25	60/40
Money Matters			
Maximize Your Social Security	James Peters	\$25	60/40
Financial Planning	Cleo Olson & Susana Lee	\$59	60/40
Solve Student Loan Issues	Gene Konstant	\$39	60/40
Credit Recovery	Gene Konstant	\$39	60/40
Music			
Intro to Basic Guitar	Jimmy Nguyen	\$99	60/40
Flamenco Guitar	Omar Avalos	\$99	60/40
Online Workshops			
Internet & Basic Computer Literacy	Education To Go	\$99	\$69
Web Page Design, Graphics & Multimedia	Education To Go	\$99	\$69
Computer Troubleshooting & Networking	Education To Go	\$99	\$69
Computer Programming	Education To Go	\$99	\$69
Digital Photography & Digital Video	Education To Go	\$99	\$69
Languages (various)	Education To Go	\$99	\$69
Writing Courses	Education To Go	\$99	\$69
Entertainment Industry	Education To Go	\$99	\$69
Business Planning & Sales	Education To Go	\$99	\$69
Business Marketing & Accounting	Education To Go	\$99	\$69
Finance, Wealth & Career Building	Education To Go	\$99	\$69
Family, Parenting & Child Care	Education To Go	\$99	\$69
Personal Enrichment	Education To Go	\$99	\$69
Online Career Training Programs			
Business & Professional	Gatlin Education	\$1795	\$300
Healthcare & Fitness	Gatlin Education	\$1795	\$300
Hospitality & Gaming	Gatlin Education	\$1795	\$300
IT & Software Development	Gatlin Education	\$1795	\$300

COMMUNITY SERVICES – FALL 2018 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Management & Corporate	Gatlin Education	\$1795	\$300
Media & Design	Gatlin Education	\$1795	\$300
Skilled Trades & Industrial	Gatlin Education	\$1795	\$300
Sustainable Energy & Going Green	Gatlin Education	\$1795	\$300
Personal Development			
Your Personal Destiny Revealed	Kim-Yen Gil	\$59	60/40
Journey Into Your Inner Wisdom	Kim-Yen Gil	\$39	60/40
Overcome Challenges	Josue Guardarrama	\$59	60/40
Communicate with Impact	Josue Guardarrama	\$59	60/40
Pet Care			
Dog Obedience	Dog Services Unlimited	\$96	50/50
Dog Manners "Crash Course"	Dog Services Unlimited	\$86	50/50
Dog Obedience Refresher & Drill	Dog Services Unlimited	\$88	50/50
Real Estate			
Buying Your First Home	Sandy Flores	\$25	60/40
Getting the Best Home Loan	Sandy Flores	\$25	60/40
Fix & Flip	Sandy Flores	\$25	60/40
Real Estate Investments	Gustavo Duran	\$89	60/40
Travel			
In Walt's Footsteps	Good Times Travel	\$89	70/30
Murder Mystery Fillmore	Good Times Travel	\$69	70/30
Millionaires Christmas	Good Times Travel	\$99	70/30
Covered Wagon Tour	Good Times Travel	\$99	70/30
Biltmore, Bluegrass & Bourbon	Good Times Travel	\$250/deposit	70/30
Cambria "Christmas" By Rail	Good Times Travel	\$100/deposit	70/30

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

To: Board of Trustees	Date: July 16, 2018
Re: Approval of Santiago Canyon College Community Services Program, Fall 2018	
Action: Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

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

Fiscal Impact: \$25,000 revenue	Board Date: July 16, 2018
Prepared by: Jose Vargas, Vice President of Continuing Education	
Submitted by: John C. Hernandez, Ph.D., President	
Recommended by: Raúl Rodriguez, Ph.D., Chancellor	

SANTIAGO CANYON COLLEGE
Community Services Program – Fall 2018

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate SCC/Presenter</u>
<i>Active Adults</i>			
Online Courses	Education to Go	Varied	Varied
Retired – Now What?	Flora M. Brown	\$29	60/40
Total Fitness	Jeff Nolasco	\$45	\$35/hour
Tai Chi for Balance	Karen Mack	\$59	60/40
Meditation for Everyday	Mariana Fischer-Militaru	\$28	\$35/hour
Yoga for Every Body	Mariana Fischer-Militaru	\$45	\$35/hour
Retirement Planning	Pure Financial Advisors	\$49	No Charge
<i>Animal Care</i>			
Basic Dog Manners “Crash Course”	Dog Services Unlimited	\$88	50/50
Frisbee Dogs! Catch the FUN!	Dog Services Unlimited	\$32	50/50
Online Courses	Education to Go	Varied	Varied
How to Help Your Dog Help Others	Kim Pagones	\$78	60/40
S.T.A.R. Puppy	Kim Pagones	\$78	60/40
<i>Around the Home & Garden</i>			
Online Courses	Education to Go	Varied	Varied
<i>Arts & Crafts</i>			
Printmaking for Fun	Deborah Goldman	\$120	60/40
Drawing & Painting in Pastels	Dori Dewberry	\$120	60/40
Online Courses	Education to Go	Varied	Varied
Cake Decorating for the Holidays	Elizabeth Perreault	\$150	60/40
Beginners Buttercream Cake Decorating	Elizabeth Perreault	\$60	60/40
Beginners Fondant Cake Decorating	Elizabeth Perreault	\$60	60/40
Beginners Holiday Cookie Decorating	Elizabeth Perreault	\$60	60/40
Autumn in the Outdoors Art Workshop	Jennifer Lee	\$35	60/40
Spooky Night Acrylic Art Workshop	Jennifer Lee	\$35	60/40
Whimsical Still Life Workshop	Jennifer Lee	\$35	60/40
Winter Wonderland Art Workshop	Jennifer Lee	\$35	60/40
Painting & Drawing with Pastels	Kamillia Hardy	\$120	60/40
The Art of Balloon Twisting	Kim-Yen Gil	\$49	60/40
Basic Floral Designs	Mina Wholesale Flowers	\$70	50/50
Floral Holiday Designs	Mina Wholesale Flowers	\$70	50/50
<i>Business & Careers</i>			
LS Test Prep Course	CA Land Surveyors Assoc. OC	\$400/\$499	70/30
Online Courses	Education To Go	Varied	Varied
How to Sell on EBay	Frances Greenspan	\$59	60/40
Advanced Computer Aided Drafting	Jeff Covey	\$290	TBD
How to Become a Mystery Shopper	Jennifer Hayes/Schutzta	\$45	60/40
ACLS for Healthcare Professionals	Joe Mendivil	\$170	\$115/Participant
BLS/CPR for Healthcare Professionals	Joe Mendivil	\$50	\$35/Participant
PALS for Healthcare Professionals	Joe Mendivil	\$170	\$115/Participant
How to Start a Business in 5 Easy Steps	Julie Diebolt-Price	\$99	50/50

SANTIAGO CANYON COLLEGE
Community Services Program – Fall 2018

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u> <u>SCC/Presenter</u>
<i>Business & Careers Continued</i>			
Medical Insurance Billing Certificate Program	Kris G. Patterson	\$150	60/40
Medical Front Office Certificate Program	Kris G. Patterson	\$25	60/40
Start Your Own Billing Service	Kris G. Patterson	\$25	60/40
Beginner's Guide to Getting Published	LeeAnne Krusemark	\$39	60/40
Explore 250 Home Based Business Ideas	LeeAnne Krusemark	\$39	60/40
Introduction to Screenwriting for TV and Movies	LeeAnne Krusemark	\$19	60/40
Make Money w/Virtual Assistant	LeeAnne Krusemark	\$19	60/40
Meet the Publisher	LeeAnne Krusemark	\$19	60/40
50 Self-Publishing Options	LeeAnne Krusemark	\$19	60/40
Writing for Online Blogs, Magazines, & Websites	LeeAnne Krusemark	\$19	60/40
How to Stand Out as a Writer	Nikki Hanna	TBD	TBD
Become a Notary Public	Notary Public Seminars	\$85	60/40
Certified Loan Signing Agent	Notary Public Seminars	\$89	60/40
Renew Your Notary Commission	Notary Public Seminars	\$50	60/40
What do I want to do When I Grow Up	Linda Neumann Perez	TBD	TBD
Wholesale Auto Dealer	Ronald Williams	\$89	60/40
Human Resources Series	Silvia Gonzalez	\$120	60/40
• What is Human Resources?	Silvia Gonzalez	\$39	60/40
• How to Manage Diversity	Silvia Gonzalez	\$39	60/40
• Avoid Employment Litigation	Silvia Gonzalez	\$39	60/40
Water Certification Continuing Ed Units	Stephen McLean	\$2,400	\$55/hour
Water Certification Continuing Ed. Units	TBD	\$200/\$300	TBD
Intro/Advanced QuickBooks	TBD	\$99	TBD
Introduction to Voiceovers	Voices for All	\$29	60/40
<i>College For Kids</i>			
Stellar College Application Essay	Alpine Tutoring	\$89	\$38/hour
Study Skills for Struggling Students	Alpine Tutoring	\$39	\$38/hour
Coding for Kids, Augmented Reality (Grades 4-6)	Bit Scouts	\$140	\$80/Person
Coding for Kids, Jr. (Grades 1-3)	Bit Scouts	\$140	\$80/Person
Coding for Kids, (Grades 4-6)	Bit Scouts	\$140	\$80/Person
Python Programming (Grades 7-9)	Bit Scouts	\$140	\$80/Person
Python Programming (Grades 10-12)	Bit Scouts	\$140	\$80/Person
Web Development Immersive (Grades 7-9)	Bit Scouts	\$140	\$80/Person
Code Academy: HTML & CSS (Grades 7-12)	Brainstorm	\$160	TBD
Code Academy: IT & Cyber Security (G 4-6)	Brainstorm	\$160	TBD
S.T.E.A.M Studio: CodeFlyers Drone Dev.	Brainstorm	\$160	TBD
S.T.E.A.M Studio: 3D Printing	Brainstorm	\$160	TBD
S.T.E.A.M Studio: Rocketry (Grades 4-6)	Brainstorm	\$160	TBD
S.T.E.A.M Studio: Rocketry (Grades 7-12)	Brainstorm	\$160	TBD
STEAM University: Excellence/Engineer (G 1-3)	Brainstorm	\$160	TBD
STEAM University: Excellence/Engineer (G 4-6)	Brainstorm	\$160	TBD
Self Defense for Kids	Celis Joseph	TBD	TBD
Entrepreneur School Jr. (Ages 9-13)	Christopher J. Trujillo	\$85	TBD
Entrepreneur School (Ages 14-18)	Christopher J. Trujillo	\$85	TBD

SANTIAGO CANYON COLLEGE
Community Services Program – Fall 2018

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate SCC/Presenter</u>
<i>College For Kids Continued</i>			
Family Night: Halloween Art Workshop	Jennifer Lee	\$40	60/40
Family Night: Christmas Art Workshop	Jennifer Lee	\$40	60/40
Family Night: Winter Wonderland Art Workshop	Jennifer Lee	\$40	60/40
Teen Mixed Media Studio (Ages 13-16)	Jennifer Lee	\$120	60/40
What do I want to do When I Grow Up	Linda Neumann Perez	TBD	TBD
Early Reader	Luzminia G. Valladares	\$89	\$35/hour
Private Swim Lessons	N. Irvine Water Polo Club	\$30	75/25
Swim Lessons	N. Irvine Water Polo Club	\$60	25/75
Swim Camp (Ages 5-13)	N. Irvine Water Polo Club	\$125	25/75
Water Polo Camp (Ages 7-14)	N. Irvine Water Polo Club	\$125	25/75
Composition & Writing Skills (Grades 4-6)	Phyllis Neal	\$59	\$35/hour
Research & Writing Skills (Grades 4-6)	Phyllis Neal	\$59	\$35/hour
YouTube Channel – Video Editing	TBD	TBD	TBD
<i>Computers</i>			
Computer Basic	Adriel Samaniego	\$45	\$35/hour
Introduction to Microsoft Windows	Adriel Samaniego	\$45	\$35/hour
Managing Your Computer Files	Adriel Samaniego	\$45	\$35/hour
Managing Your Email/Calendar w/MS Office	Adriel Samaniego	\$45	\$35/hour
Microsoft Word - Part I/ Pat II	Adriel Samaniego	\$45	\$35/hour
Photoshop Fundamentals	Adriel Samaniego	\$45	\$35/hour
YouTube Channel – Video Editing	Adriel Samaniego	\$45	\$38/hour
Intro and Intermediate Publisher	Dori Dumon	TBD	\$35/hour
MS Excel – Part I/Part II	Dori Dumon	TBD	\$35/hour
Online Courses	Education To Go	Varied	Varied
Blogging for Fun and Profit	Robert Cohen	\$39	50/50
iPhones, iCloud, Beyond the Basics	Robert Cohen	\$39	50/50
iPhones, iPads...and I'm Lost!	Robert Cohen	\$39	50/50
Marketing w/Facebook & Social Media	Robert Cohen	\$39	50/50
Programming for Non-Programmers	Robert Cohen	\$39	50/50
Android Phones – 411	TBD	TBD	TBD
<i>Dance</i>			
Dance Performance Workshop	Carrie Woodson	\$80	TBD
Ballroom Dance	Diana Krivosheya	\$59	60/40
Beginning Social Dance	Diana Krivosheya	\$59	60/40
Online Courses	Education To Go	Varied	Varied
Contemporary Dance	Juliana Carbonaro	\$89	\$35/hour
Flash Mob	Juliana Carbonaro	\$89	\$35/hour
Hip Hop	Juliana Carbonaro	\$89	\$35/hour
Latin Dance Bootcamp	Salomon Rivera	\$59	60/40
Sizzling Salsa	Salomon Rivera	\$49	60/40
Advanced Country Line Dance	The Dance Centre	\$80	50/50
Beginning Adult Tap	The Dance Centre	\$69	50/50
Country Line Dance for Beginners	The Dance Centre	\$80	50/50

SANTIAGO CANYON COLLEGE
Community Services Program – Fall 2018

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate SCC/Presenter</u>
<i>Gemology</i>			
Color Me Purple	John Eyre	\$35	60/40
Deceivers and Destroyers in the Gem World	John Eyre	\$35	60/40
Gemstone Buyers Beware	John Eyre	\$35	60/40
<i>Health, Beauty & Fitness</i>			
Lullaby Yoga	Alexandra Boggio	\$89	60/40
Yoga for Relaxation/Renewal	Alexandra Boggio	\$89	60/40
Restorative Yoga	Alexandra Boggio	\$89	60/40
Self Defense	Joseph Celis	TBD	TBD
Online Courses	Education To Go	Varied	Varied
Healing the Body with Food	Jennifer Zaft	TBD	TBD
Chair Yoga	Mariana Fischer-Militaru	\$89	60/40
Hatha Yoga	Mariana Fischer-Militaru	\$89	60/40
Makeup Artist Business	Michelle Jackson	\$125	60/40
Makeup 101	Michelle Jackson	\$65	60/40
Adult Lap Swim	Premier Swim	\$99	50/50
Adult Water Aerobics	Premier Swim	\$99	50/50
Zumba	Salomon Rivera	\$59	\$35/hour
Nutrition Basics	Lori Eber	TBD	TBD
Personal Trainer	W.I.T.S	\$699	\$499/ Participant
<i>Language</i>			
Conversational Spanish	Alpine Tutoring	\$69	\$38/hour
Italian for Travelers Part I & Part II	Alpine Tutoring	\$69	\$38/hour
Online Courses	Education To Go	Varied	Varied
Fast Fun French	Katherine Watson	\$59	60/40
English Language Program (ELP)	Nayrouz Raslan	\$862-\$3,450	TBD
English Language Program (ELP)	TBD	\$862-\$3,450	TBD
Spanish at Home	Rigoberto Barreto	\$99	\$35/hour
Spanish at Work	Rigoberto Barreto	\$99	\$35/hour
<i>Money Matters</i>			
Online Courses	Education To Go	Varied	Varied
Estate Planning for Everyone	Jalon O'Connell	\$29	No Charge
Investment Bootcamp	Jalon O'Connell	\$29	No Charge
Master Your Investments	Jalon O'Connell	\$49	No Charge
Mutual Funds and Annuities Explained	Jalon O'Connell	\$45	No Charge
Stocks and Bonds	Jalon O'Connell	\$49	No Charge
Modern Retirement	Pinnacle Financial	\$39/\$59	60/40
Savvy Social Security Planning	Pinnacle Financial	\$29	60/40
Retirement Made Easy	Pure Financial Advisors	\$49	No Charge
How to Live, Work or Retire Abroad Affordably	Robert Cohen	\$39	50/50

SANTIAGO CANYON COLLEGE
Community Services Program – Fall 2018

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate SCC/Presenter</u>
<i>Music</i>			
Online Courses	Education To Go	Varied	Varied
Vocal Coaching/Voice Lessons	Hea Suk Park	TBD	TBD
Beginning Guitar/Ukulele	Ron Gorman	\$99	50/50
Intermediate Guitar - Eagles	Ron Gorman	\$99	50/50
SCC Community Chorale	Lee Lee Truong-Sawicki	\$60	\$25/hour
<i>Personal Enrichment</i>			
Feng Shui & Chinese Astrology	Kim-Yen Gil	\$59	60/40
Overcome Anxiety & Panic Forever!	TBD	TBD	TBD
Assertiveness Skills for Toxic Relationships	TBD	TBD	TBD
Overcome Your Fear of Public Speaking	TBD	TBD	TBD
Online Courses	Education To Go	Varied	Varied
<i>Real Estate</i>			
Real Estate Investment	Gustavo A. Duran	TBD	TBD
Flipping Houses	Gustavo A. Duran	TBD	TBD
Real Estate License Prep	Alana Gates	\$25	60/40
Online Courses	Education To Go	Varied	Varied
How to Sell Residential Real Estate	TBD	\$49	50/50
<i>Special Interest</i>			
Online Courses	Education To Go	Varied	Varied
Basic Digital Cameras	Julie Diebolt Price	\$69	50/50
Basic Digital Cameras Tutoring	Julie Diebolt Price	\$69	50/50
Introduction to Digital Photography	Julie Diebolt Price	\$189	50/50
Night Photography Magic	Julie Diebolt Price	\$39	50/50
Outdoor Photography at Tucker Wildlife	Julie Diebolt Price	\$39	50/50
Photography –Shoot & Show	Julie Diebolt Price	\$179	50/50
Sunrise at Bolsa Chica	Julie Diebolt Price	\$39	50/50
Unleash the Power of your iPhone	Julie Diebolt Price	\$59	50/50
Wildlife Photography at San Joaquin Marsh	Julie Diebolt Price	\$39	50/50
The Art of Balloon Twisting	Kim-Yen Gil	\$49	60/40
Your Personal Destiny Revealed	Kim-Yen Gil	\$59	60/40
Journey Into Your Inner Wisdom	Kim-Yen Gil	\$39	60/40
Save Money with Extreme Couponing	LeeAnne Krusemark	\$19	60/40
Behind the Classics	Theo Siegel	\$50	\$35/hour
<i>Test Preparation</i>			
Math Tutoring	Alicia Frost	\$20	50/50
Online Courses	Education To Go	Varied	Varied
NEW SAT Preparation	Alpine Tutoring	\$99	\$40/Hour
Online Driver's Education	Safety Drivers Ed	\$45	50/50
ACT Preparation	TBD	TBD	TBD

SANTIAGO CANYON COLLEGE
Community Services Program – Fall 2018

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u> <u>SCC/Presenter</u>
<i>Travel</i>			
A Millionaire Christmas	Good Times Travel	\$120/\$69	\$71-\$47/pp
As Seen in La La Land	Good Times Travel	\$120/\$69	\$71-\$47/pp
Coastal Missions by Rail	Good Times Travel	\$120/\$69	\$71-\$47/pp
Dream Homes by the Sea	Good Times Travel	\$120/\$69	\$71-\$47/pp
John Wayne's Wild Goose	Good Times Travel	\$120/\$69	\$71-\$47/pp
Malibu Wine Safari	Good Times Travel	\$120/\$69	\$71-\$47/pp
Murder Mystery Train	Good Times Travel	\$120/\$69	\$71-\$47/pp
Nethercutt & North Woods	Good Times Travel	\$120/\$69	\$71-\$47/pp
New Year's Eve Matinee Celebration	Good Times Travel	\$120/\$69	\$71-\$47/pp
Riviera & Reagan By Rail	Good Times Travel	\$120/\$69	\$71-\$47/pp
San Diego Sunset Luau	Good Times Travel	\$120/\$69	\$71-\$47/pp
Seeglass by the Seashore	Good Times Travel	\$120/\$69	\$71-\$47/pp
Victorian & Venetian Bembridge House/Gondola	Good Times Travel	\$120/\$69	\$71-\$47/pp
Coastal Safari – Multi Day Tour	Good Times Travel	TBA	65/35
Death Valley – Multi Day Tour	Good Times Travel	TBA	65/35
Sweet & Savory & SLO – Multi Day Tour	Good Times Travel	TBA	65/35
Color Country Escape – Multi Day Tour	Good Times Travel	TBA	65/35
Chicago & The Grand Hotel – Multi Day Tour	Good Times Travel	TBA	65/35
Canadian Rockies & Calgary Stampede	Good Times Travel	TBA	65/35
Central Coast Lighthouses, Redwoods & Rails	Good Times Travel	TBA	65/35
New England Fall Foliage	Good Times Travel	TBA	65/35
Apple Farm Inn "Christmas," by Rail	Good Times Travel	TBA	65/35

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**SANTIAGO CANYON COLLEGE**

To:	Board of Trustees	Date: July 16, 2018
Re:	Approval of Agreement with Orange County Transportation Authority and Santiago Canyon College for Bus Pass Pilot Program	
Action:	Request for Approval	

BACKGROUND

This three-year agreement will provide subsidized public transportation to Santiago Canyon College (SCC) credit students to assist with student transportation needs, reduce parking congestion on campus, and reduce carbon emissions. For the 2018-2019, 2019-2020, and the 2020-2021 the Orange County Transportation Authority (OCTA) will receive a transportation fee from SCC in the amount of \$5.00 per each full-time student (enrolled in 12 units or more) for every 6 months enrolled; and an amount of \$4.30 per each part-time student (enrolled in less than 12 units) for every six months enrolled.

During the spring 2018 semester, the SCC Associated Student Government voted and approved the assessment of the above fees to each SCC credit student for the OCTA Bus Pass Program. Of 690 students who voted, 576 (83.48%) voted in favor of the program while 114 (16.53%) voted against it.

ANALYSIS

This agreement will begin in Fall 2018 and end in Summer 2021. Students enrolled in college credit coursework will be eligible to ride on any OCTA fixed-route bus service, at no cost, to school, work, or any other destination using their SCC photo identification card or smart-phone.

RECOMMENDATION

It is recommended that the Board of Trustees approve this Agreement with the Orange County Transportation Authority and Santiago Canyon College for Bus Pass Pilot Program for the 2018-2019, 2019-2020, and 2020-2021 academic years as presented.

Fiscal Impact: Supported Through Student Fees	Board Date: July 16, 2018
Prepared by: Jose Vargas, Vice President, Continuing Education Arleen Satele, Ed.D., Vice President, Administrative Services	
Submitted by: John Hernandez, Ph.D., President	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

1 understandings and communications. The invalidity in whole or in part of any term or condition of this
2 Agreement shall not affect the validity or other terms or conditions.

3 B. AUTHORITY's failure to insist in any one or more instances upon COLLEGE's
4 performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or
5 relinquishment of AUTHORITY's right to such performance or to future performance of such term(s) or
6 conditions and COLLEGE's obligation in respect thereto shall continue in full force and effect. Changes
7 to any portion of this Agreement shall not be binding upon AUTHORITY except when specifically
8 confirmed in writing by an authorized representative of AUTHORITY by way of a written amendment to
9 this Agreement and issued in accordance with the provisions of this Agreement.

10 **ARTICLE 2. AUTHORITY DESIGNEE**

11 The Chief Executive Office of AUTHORITY, or designee, shall have the authority to act for and
12 exercise any of the rights of AUTHORITY as set forth in this Agreement.

13 **ARTICLE 3. SCOPE OF WORK**

14 A. COLLEGE agrees to provide its Students with identification cards that contain magnetic
15 encoding that is readable by the AUTHORITY's bus fareboxes. The AUTHORITY shall approve the
16 proposed card(s) ensuring compatibility with its bus fareboxes. Once the OC Bus mobile app has the
17 COLLEGE pass program available, COLLEGE agrees to provide AUTHORITY with a digital list of all
18 registered student identification numbers. The list shall be made available throughout the registration
19 process each semester. Any additional needed updates to the list of eligible students should be provided
20 daily.

21 B. AUTHORITY shall allow any eligible COLLEGE Student to ride all AUTHORITY local
22 fixed-routes within Orange County at no charge throughout the duration of this Agreement. For each year
23 of this Agreement, COLLEGE Students shall pay applicable transportation fees during the registration
24 process.

25 a. This Program shall not apply to any other AUTHORITY services.

26 /

1 b. An eligible COLLEGE Student shall be defined as any Student who meets the
2 following criteria:

3 i. Is registered as a full-time or part-time Student. Full-time shall be defined
4 as a Student who is enrolled with a minimum of twelve (12) or more units per semester. Part-time shall
5 be defined as a Student who is enrolled with a minimum of one-half (1/2) unit per term.

6 ii. Possesses their current, valid COLLEGE identification card bearing the
7 approved magnetic stripe, or has registered their valid COLLEGE identification number in the OC Bus
8 mobile app.

9 iii. Has paid the applicable transportation fee, if any, during the COLLEGE
10 registration period.

11 iv. Is a student whose home campus is Santiago Canyon College, located at
12 8045 E. Chapman Ave., Orange, California, 92869.

13 c. “Term,” as used in this Agreement, refers to the Fall and Spring academic terms
14 as stated in the COLLEGE instructional calendar.

15 d. The period for the Fall term shall commence on the first Monday prior to the start
16 of the Fall Term and end at the end of the day prior to the following Spring Term as stated in the COLLEGE
17 instructional calendar.

18 e. The period for the Spring Term shall commence on the first Monday prior to the
19 start of the Spring Term and end at the end of the day prior to the following Fall Term as stated in the
20 COLLEGE instructional calendar.

21 f. The eligibility for Students who were eligible, but who do not meet the eligibility
22 criteria for the following term, shall end on the day prior to the following term as defined in the COLLEGE
23 instructional calendar.

24 g. Eligible Students attempting to ride without their current, valid COLLEGE
25 identification card or OC Bus mobile app must pay the full fare of the fixed-route service and rider type as
26 approved by the AUTHORITY’s Board of Directors.

1 h. COLLEGE identification cards and their accompanying AUTHORITY bus ridership
2 privileges are not transferable to another person.

3 i. Only a Student's most recently issued student identification card shall be valid. All
4 others are null and void.

5 C. COLLEGE shall work with AUTHORITY to implement and enforce measures to
6 discourage and prevent fraudulent use of the COLLEGE Student cards on AUTHORITY vehicles.

7 D. COLLEGE shall support any reporting reasonably required by AUTHORITY for this
8 program, which may include distributing printed or electronic surveys or other information gathering
9 methods to participating Students, in accordance with applicable law.

10 E. COLLEGE may, at its own volition, display on its premises advertising material as supplied
11 by AUTHORITY.

12 F. COLLEGE shall properly file and maintain printed material and time schedules supplied
13 by AUTHORITY and shall to the best of its ability furnish to the public complete and accurate information
14 in accordance therewith.

15 G. AUTHORITY shall, on a monthly basis, provide to COLLEGE reports documenting the
16 actual bus usage of holders of COLLEGE identification cards and/or OC Bus Mobile App, and additional
17 available data points if requested.

18 **ARTICLE 4. TERM OF AGREEMENT**

19 A. The term of this Agreement shall commence on the date of execution and remain in effect
20 for a three (3) year term, unless earlier terminated or extended as provided in this Agreement.

21 B. AUTHORITY and COLLEGE may mutually elect to extend the term of this Agreement in
22 writing up to an additional two (2) consecutive academic years, continuing through and including the day
23 prior to the Fall term of the 2022-2023 academic year, unless earlier terminated by either Party in
24 accordance with the terms and conditions outlined in this Agreement.

25 /

26 /

1 **ARTICLE 5. TERMS OF PAYMENT**

2 A. During the First Academic Year, 2018-2019, Second Academic Year, 2019-2020, Third
3 Academic Year, 2020-2021, and subsequent one (1) year terms, COLLEGE shall collect a
4 transportation fee from all Students during the registration period for each Fall and Spring semester,
5 for both full-time and part-time Students. The per-Student transportation fees to be paid to
6 AUTHORITY will be:

- 7 a. Full-time Students shall pay Five Dollars (\$5.00).
8 b. Part-time Students shall pay Four Dollars and Thirty Cents (\$4.30).

9 B. The COLLEGE shall pay AUTHORITY aforementioned transportation fees collected from
10 all Students during the registration periods for the Fall and Spring terms of academic years 2018-2019,
11 2019-20, and 2020-2021. These fees shall be payable to AUTHORITY unless the Student withdraws or
12 is no longer eligible for the program prior to COLLEGE census date.

13 C. By the forty-fifth (45th) day following the COLLEGE census date for each Fall and Spring
14 terms of each academic year, COLLEGE shall pay AUTHORITY's Accounts Receivable Department the
15 amount of the transportation fees collected as invoiced timely by AUTHORITY.

16 D. Accompanying each payment to AUTHORITY, COLLEGE shall provide two (2) copies of
17 a statement of all applicable transportation fees collected during the registration period of the
18 corresponding semester. Each statement shall include:

- 19 1. Agreement No. C-8-1790.
20 2. The Student numbers of all registered Students for the semester term, and Student
21 registration status as full or part-time students, including the number of units in which each Student is
22 registered.
23 3. Certification signed by COLLEGE or his/her designated alternate that the statement is
24 true, complete and correct.
25 4. Any other information as agreed or requested by AUTHORITY to substantiate the validity
26 of the statement, in accordance with applicable law.

ARTICLE 6. NOTICES

All notices hereunder and communications regarding interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid and addressed as follows:

To COLLEGE:

Santiago Canyon College

8045 E. Chapman Ave.

Orange, CA 92869

ATTENTION: Arleen Satele

Vice President,

Administrative Services

(714) 628-4717

Satele_Arlene@sccollege.edu

To AUTHORITY:

Orange County Transportation Authority

600 South Main Street

P. O. Box 14184

Orange, CA 92863-1584

ATTENTION: Iris Deneau

Senior Contracts Administrator

(714) 560-5786

ideneau@octa.net

With a copy that shall not constitute Notice to:

Cc: Stella Lin

Manager, Marketing and

Customer Engagement

slin@octa.net

ARTICLE 7. INSURANCE

A. Each Party to this Agreement shall insure or self-insure its activities in connection with this Agreement during the entire term of this Agreement. Each Party shall maintain and provide proof of the following insurance coverage to the other Party upon request:

1. Commercial General Liability, to include Products/Completed Operations, Independent Contractor's, Contractual Liability, and Personal Injury Liability and Property Damage with a minimum limit of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate;

1 2. Automobile Liability Insurance to include owned, hired and non-owned autos with
2 a combined single limit of \$1,000,000.00 each accident;

3 3. Workers' Compensation with limits as required by the State of California;

4 4. Employers' Liability with minimum limits of \$1,000,000.00; and

5 5. Commercial Crime/Client Coverage/Third Party Coverage with minimum limits
6 of \$1,000,000.00 per claim.

7 B. Proof of self-insurance, or insurance coverage, when requested, shall include a certificate
8 of insurance and company issued policy endorsement, including additional insured language covering
9 the other Party and its officers, directors, employees and agents designated as additional insured on the
10 general and automobile liability. Such insurance shall be primary and non-contributive to any insurance
11 or self-insurance maintained by either Party.

12 C. Parties shall include on the face of the Certificate of Insurance the Agreement No.
13 C-8-1790; and, the Senior Contract Administrator's name, Iris Deneau.

14 D. Parties shall be required to immediately notify the other Party of any modifications to
15 required coverage or cancellation of any required insurance policies.

16 **ARTICLE 8. INDEMNIFICATION**

17 Each Party to this agreement shall agree to indemnify, defend and hold harmless the other Party,
18 its officers, directors, employees and agents from and against any and all claims (including attorneys'
19 fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries,
20 including death, damage to or loss of use of property caused by the negligent acts, omissions or willful
21 misconduct of the indemnifying Party, its officers, directors employees, agents, subcontractors or
22 suppliers in connection with or arising out of the performance of the Agreement.

23 **ARTICLE 9. ASSIGNMENTS AND SUBCONTRACTS**

24 Neither this Agreement nor any interest herein nor claim hereunder may be assigned by
25 AUTHORITY or COLLEGE, either voluntarily or by operation of law, nor may all or any part of this
26 Agreement be subcontracted by AUTHORITY or COLLEGE, without the prior written consent of

1 AUTHORITY or COLLEGE. The identification cards provided by COLLEGE to its students may not be
2 assigned, transferred or used by any person other than the individual who received the identification card.

3 **ARTICLE 10. AUDIT AND INSPECTION OF RECORDS**

4 A. COLLEGE shall permit AUTHORITY, or other agents of AUTHORITY, during business
5 hours, such access to COLLEGE’s accounting books, records, payroll documents and facilities, as
6 AUTHORITY deems necessary. COLLEGE shall maintain such books, records, data and documents in
7 accordance with generally accepted accounting principles and shall clearly identify and make such items
8 readily accessible to such parties during COLLEGE’s performance hereunder and for a period of four (4)
9 years from the date of final payment by COLLEGE hereunder.

10 B. AUTHORITY shall permit authorized representative of COLLEGE, during business hours,
11 to examine, inspect and audit all records and accounts pertaining to this Program and this Agreement.
12 AUTHORITY shall make such items readily accessible, upon reasonable notice, to COLLEGE during
13 AUTHORITY’s performance hereunder and for a period of four (4) years from the date of final payment
14 from COLLEGE hereunder.

15 **ARTICLE 11. CONFLICT OF INTEREST**

16 COLLEGE agrees to avoid organizational conflicts of interest. An organizational conflict of
17 interest means that due to other activities, relationships or contracts, the COLLEGE is unable, or
18 potentially unable, to render impartial assistance or advice to the AUTHORITY; COLLEGE’s objectivity
19 in performing the work identified in the Scope of Work is or might be otherwise impaired; or the COLLEGE
20 has an unfair competitive advantage. COLLEGE is obligated to fully disclose to the AUTHORITY in
21 writing Conflict of Interest issues as soon as they are known to the COLLEGE. All disclosures must be
22 submitted in writing to AUTHORITY pursuant to the Article 6. Notice provision herein. This disclosure
23 requirement is for the entire term of this Agreement.

24 /
25 /
26 /

1 **ARTICLE 12. TERMINATION**

2 A. COLLEGE shall pay AUTHORITY its payment for all Student transportation fees collected
3 by COLLEGE up to the date of termination. Thereafter, AUTHORITY shall have no further claims against
4 COLLEGE under Agreement.

5 B. AUTHORITY may terminate the Agreement at any time or for COLLEGE's default if
6 COLLEGE breaches any material provision of this Agreement and fails to cure such breach within ten
7 (10) calendar days of receipt of written notice from AUTHORITY. If AUTHORITY so terminates for
8 default, then COLLEGE shall pay AUTHORITY its payment for all Student transportation fees collected
9 by COLLEGE up to the date of termination. If AUTHORITY terminates the Agreement, under the terms
10 of the Agreement, AUTHORITY service obligations shall be provided for, if paid for by the COLLEGE, for
11 the remaining portion of the current term. That payment shall be provided in full to AUTHORITY within
12 thirty (30) calendar days of receipt of the notice of termination and appropriate invoice is produced by
13 AUTHORITY.

14 C. COLLEGE may terminate the Agreement at any time or for AUTHORITY's default if
15 AUTHORITY breaches any material provision of this Agreement and fails to cure such breach within ten
16 (10) calendar days of receipt of written notice from COLLEGE. If COLLEGE so terminates for default,
17 then COLLEGE shall pay AUTHORITY its payment for all Student transportation fees collected by
18 COLLEGE up to the date of termination. If COLLEGE terminates the Agreement, under the terms of the
19 Agreement, AUTHORITY service obligations shall be provided for, if paid for by the COLLEGE, for the
20 remaining portion of the current term. That payment shall be provided in full to AUTHORITY within thirty
21 (30) days of written notice to AUTHORITY.

22 D. COLLEGE may terminate this Agreement within thirty (30) days written notice to
23 AUTHORITY if the student body vote to repeal the COLLEGE transportation fee.

24 E. It is understood that significant rerouting, rescheduling, discontinuance, or other such
25 changes in bus service may defeat the purpose of this Agreement. In such event, COLLEGE may
26 terminate this Agreement for convenience within thirty (30) days written notice to AUTHORITY. If

1 COLLEGE so terminates, then COLLEGE shall pay AUTHORITY its payment for all Student
2 transportation fees collected by COLLEGE up to the date of termination.

3 **ARTICLE 13. SCHEDULING**

4 No provision of this Agreement shall be construed to require AUTHORITY to continue to operate
5 any bus service to or from the campus of COLLEGE or elsewhere during the term of this Agreement; and
6 it is expressly agreed that the AUTHORITY shall incur no liability to COLLEGE by reason of any rerouting,
7 rescheduling, discontinuance, or other changes in bus or other transit services operated by the
8 AUTHORITY. In the event the AUTHORITY does find the need to reroute, reschedule, discontinue, or
9 to otherwise make changes in bus or other transit services operated by AUTHORITY that would affect
10 the Students of COLLEGE, AUTHORITY will provide at least thirty (30) days notice to COLLEGE of such
11 change.

12 **ARTICLE 14. FEDERAL, STATE AND LOCAL LAWS**

13 AUTHORITY and COLLEGE warrants that in the performance of this Agreement, both shall
14 comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders,
15 rules and regulations promulgated thereunder.

16 **ARTICLE 15. EQUAL EMPLOYMENT OPPORTUNITY**

17 In connection with its performance under this Agreement, AUTHORITY and COLLEGE shall not
18 discriminate against any employee or applicant for employment because of race, religion, color, sex, age
19 or national origin. AUTHORITY and COLLEGE shall take affirmative action to ensure that applicants are
20 employed, and that employees are treated during their employment, without regard to their race, religion,
21 color, sex, age or national origin. Such actions shall include, but not be limited to, the following:
22 employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination;
23 rates of pay or other forms of compensation; and selection for training, including apprenticeship.

24 **ARTICLE 16. CONFIDENTIALITY OF STUDENT RECORDS**

25 A. COLLEGE and AUTHORITY shall maintain the confidentiality of all Student academic
26 records and other personal Student records in accordance with all applicable privacy laws, ordinances,

1 regulations, and directives at the federal, state, and local levels. Both Parties agree not to release such
2 data to any third party without the prior written consent of the Student or unless disclosure is otherwise
3 authorized by law.

4 B. COLLEGE and AUTHORITY shall inform all of its officers, employees, and agents that
5 handle Student data as part of this Agreement of the confidentiality of Student academic records and
6 other personal Student records. This applies only to handling data that is personally identifiable
7 information (PII) or confidential. It does not apply to Student ID numbers or Student term enrollment units.

8 C. COLLEGE and AUTHORITY shall enforce applicable policies and procedures to ensure
9 that each Student record that may be received pursuant to this Agreement is used solely for the
10 purpose(s) consistent with applicable federal and state law.

11 D. If transmitting confidential § student academic records or other personal Student records,
12 COLLEGE and AUTHORITY shall transmit data files to each other using secure modes of
13 communication.

14 **ARTICLE 17. PROHIBITED INTERESTS**

15 COLLEGE covenants that, for the term of this Agreement, no director, member, officer or
16 employees of AUTHORITY during his/her tenure in office or for one (1) year thereafter shall have any
17 interest, direct or indirect, in this Agreement or the proceeds thereof.

18 **ARTICLE 18. FORCE MAJEURE**

19 Either Party shall be excluded from performing its obligations under this Agreement during the
20 time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control,
21 including but not limited to: any incidence of fire, flood; acts of God, commandeering of material, products,
22 plants or facilities by the federal, state or local government; national fuel shortage; or a material act of
23 omission by the other Party; when satisfactory evidence of such cause is presented to the other Party,
24 and provided further that such nonperformance is unforeseeable, beyond the control and is not due to
25 the fault of negligence of the Party not performing.

26 /

ARTICLE 19. ADDITIONAL PROVISIONS

A. Severability: If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

B. Governing Law: The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this Agreement.

C. Litigation Costs and Expenses: Should litigation arise out of this Agreement relating to the performance hereof, the court shall award costs and expenses, including reasonable attorney's fees, to the prevailing Party.

D. Counterparts of Agreement: This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Signatures transmitted by facsimile or electronic mail will be permitted.

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

1 **IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed on
2 the day and year first above written.

3 **RANCHO SANTIAGO COMMUNITY**
4 **COLLEGE DISTRICT**

ORANGE COUNTY TRANSPORTATION AUTHORITY

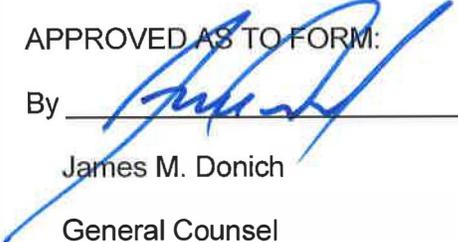
5 By _____

By _____

6 Peter J. Hardash
7 Vice Chancellor, Business Operations and
8 Fiscal Services

Pia Veesapen
Department Manager, Contracts and Procurement

11 APPROVED AS TO FORM:

12 By  _____

13 James M. Donich
14 General Counsel

26
PV
GM

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College
Student Services

To:	Board of Trustees	Date: July 16, 2018
Re:	Approval of Memorandum of Understanding between University of Redlands and Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND

The University of Redlands is a regionally accredited, private, non-profit university located in Redlands, CA. In addition, University of Redlands has various regional locations.

Students transferring from Santiago Canyon College (SCC) into School of Business degree programs currently receive a tuition discount of 10% for those attending University of Redlands regional locations. This memorandum of understanding (MOU) will increase the tuition discount to 15% for SCC students transferring into the university's School of Business degree programs. The discount applies to students who meet all admissions requirements, matriculate into a University of Redlands School of Business program directly from a California Community College with a minimum of 40 credits, and transfer in at least 21 credits earned at Santiago Canyon College.

This agreement will provide expanded transfer options and opportunities for SCC students.

ANALYSIS

The agreement will have no fiscal impact as this is a no-cost service.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Memorandum of Understanding between University of Redlands and Santiago Canyon College.

Fiscal Impact: N/A	Board Date: July 16, 2018
Prepared by:	Syed Rizvi, Vice President, Student Services Ruth Babeshoff, Dean, Counseling & Student Support Services
Submitted by:	John Hernandez, Ph.D., President
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor

Community College Agreement: Student

This Memorandum of Understanding (MOU) between the University of Redlands (herein referred to as “Redlands”) and Santiago Canyon College (herein referred to as “MOU Partner”) documents the commitment of both parties to enter into a mutually beneficial education and training agreement.

Through this agreement, Redlands offers a tuition discount to Community College students who transfer directly to the University of Redlands School of Business.

MOU Partner offers opportunities for Redlands to promote programs and recruit students. The promotion and recruitment process may include on-site information meetings, education fairs, and advertisements as approved by the MOU Partner; use of MOU Partner logo in Redlands promotions, materials and on the Redlands website; and other means of promotion and recruitment mutually supported by Redlands and MOU Partner.

Discounts for Transfer Students

School of Business Programs

Students transferring from Community College into School of Business degree programs will receive a tuition discount of 15%.

The tuition discount applies to students who meet all admission requirements, matriculate into a University of Redlands School of Business program directly from a California Community College with a minimum of 40 credits, and transfer in at least 21 credits earned at MOU Partner.

On-site Programs: On-site programs are delivered at MOU Partner facilities, at the request of MOU Partner. MOU Partner agrees to provide classroom/computer lab facilities as required for particular courses, programs and degrees, subject to Redlands approval. Redlands shall set minimum enrollment requirements. Should minimum enrollment requirements not be met (or subsequent to the start of the program, fall below minimum requirements), students may be offered the opportunity to register at another Redlands regional facility, and discount rate would be adjusted according to the terms listed above. Additional restrictions may apply.

Program Delivery: Each course and program has unique requirements, and prospective students should examine all requirements before registering.

Academic Policies: All policies stated in the current *University of Redlands Catalog* apply. These policies pertain to graduation requirements, academic honesty, withdrawal, re-enrollment, grade disputes and other policies important to all students undertaking degree work at the University of Redlands.

Application, Admission and Registration Requirements: Where applicable, students must meet all current application, admission and registration requirements.

Verification of Employment Status: Redlands may, at any time, require verification of current employee status of any MOU Partner student receiving the above listed discounts. Verification must be supplied directly from the MOU Partner, not the student.

Transcripts: Where applicable, prospective undergraduate students must provide official transcripts from each college or university ever attended. Prospective graduate students must provide an official transcript from each institution from which they earned a degree.

Tuition and Fees: Tuition and fees are charged according to the *University of Redlands Catalog* in effect at the time of the student's enrollment. Tuition and fees are subject to change.

Payments and Billing Statements: Students enrolled in the School of Business or School of Education are billed directly by Redlands for tuition and fees. Students are responsible for submitting payment within 45 days and are solely liable for payment of all tuition and fees regardless of financial aid or MOU Partner tuition remission/reimbursement policies. Students enrolled in the School of Continuing Studies are required to pay for courses before attending their first class.

MOU Expiration: The initial term of this agreement is (3) years, and shall automatically renew thereafter for successive one year periods. Either party may terminate this agreement upon 30 days written notice, which termination may be affected any time after the initial three-year term.

Indemnification: MOU Partner shall defend, indemnify and hold Redlands, its officers, agents and employees harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligence or intentional acts of omissions of MOU Partner, its officers, agents or employees.

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

Entire Agreement: This MOU contains all of the agreements and understandings relating to this educational partnership and obligations between MOU Partner and Redlands in connection therewith and neither party and no agent thereof has made or is making, and neither party in executing and delivering this MOU is relying upon, any warranties, promises or agreements, except as set forth in this MOU. All understandings and agreements heretofore between MOU Partner and Redlands relating to educational programs are merged in this MOU, which alone fully and completely express their agreement.

Redlands Contact: For all issues regarding this MOU, please contact the Associate Vice President for Enrollment Management, 1200 E. Colton Avenue, Redlands, CA 92373-0999, (909) 748-8739.

Agreed

For the University of Redlands:

Date: _____

Nancy C. Svenson
AVP for Enrollment Management
Nancy_Svenson@redlands.edu

For Santiago Canyon College:

Date: _____

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

Address:

2323 N. Broadway

Santa Ana, CA 92706

Email:

Hardash_Peter@sccollege.edu

Rancho Santiago Comm Coll District

Board Meeting of 07/16/18

AP0020

Bank Code: 92 District Funds

Check Registers Submitted for Approval

Page: 1

Checks Written for Period 06/13/18 Thru 07/04/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66316	General Fund Unrestricted	0.00	12,549.60	-12,549.60	92*0503607	92*0503607
66404	General Fund Unrestricted	0.00	101.80	-101.80	92*0504970	92*0504970
66422	General Fund Unrestricted	3,985.10	0.00	3,985.10	92*0505276	92*0505315
66423	General Fund Unrestricted	3,690.28	0.00	3,690.28	92*0505328	92*0505349
66425	General Fund Unrestricted	489,287.01	0.00	489,287.01	92*0505367	92*0505377
66430	General Fund Unrestricted	1,302.00	0.00	1,302.00	92*0505420	92*0505422
66433	General Fund Unrestricted	16,745.38	10,806.58	5,938.80	92*0505431	92*0505452
66435	General Fund Unrestricted	14,541.71	0.00	14,541.71	92*0505483	92*0505489
66436	General Fund Unrestricted	32,633.74	0.00	32,633.74	92*0505490	92*0505503
66437	General Fund Unrestricted	9,301.53	0.00	9,301.53	92*0505533	92*0505547
66438	General Fund Unrestricted	17,848.97	0.00	17,848.97	92*0505559	92*0505566
66445	General Fund Unrestricted	104,231.54	0.00	104,231.54	92*0505593	92*0505631
66446	General Fund Unrestricted	633.14	0.00	633.14	92*0505639	92*0505639
66447	General Fund Unrestricted	7,387.80	0.00	7,387.80	92*0505652	92*0505698
66450	General Fund Unrestricted	42,931.30	0.00	42,931.30	92*0505707	92*0505730
66455	General Fund Unrestricted	2,134.85	0.00	2,134.85	92*0505754	92*0505764
66456	General Fund Unrestricted	269,041.79	0.00	269,041.79	92*0505778	92*0505812
66457	General Fund Unrestricted	16,611.18	0.00	16,611.18	92*0505819	92*0505851
66458	General Fund Unrestricted	14,538.90	0.00	14,538.90	92*0505853	92*0505883
66464	General Fund Unrestricted	64,319.03	0.00	64,319.03	92*0505898	92*0505926
66465	General Fund Unrestricted	1,633.43	0.00	1,633.43	92*0505943	92*0505949
66466	General Fund Unrestricted	1,355.00	0.00	1,355.00	92*0505956	92*0505976
66470	General Fund Unrestricted	83,568.62	0.00	83,568.62	92*0506000	92*0506041
66472	General Fund Unrestricted	2,808.50	0.00	2,808.50	92*0506055	92*0506068
66473	General Fund Unrestricted	1,720.09	0.00	1,720.09	92*0506076	92*0506078
66474	General Fund Unrestricted	170,374.44	0.00	170,374.44	92*0506081	92*0506117
66475	General Fund Unrestricted	1,228.67	0.00	1,228.67	92*0506118	92*0506118
66476	General Fund Unrestricted	3,137.94	0.00	3,137.94	92*0506127	92*0506173
66477	General Fund Unrestricted	1,872.95	0.00	1,872.95	92*0506174	92*0506174
66481	General Fund Unrestricted	146,684.42	0.00	146,684.42	92*0506178	92*0506208
66482	General Fund Unrestricted	11,357.00	0.00	11,357.00	92*0506209	92*0506240
66485	General Fund Unrestricted	38,464.24	0.00	38,464.24	92*0506260	92*0506287
66486	General Fund Unrestricted	5,299.58	0.00	5,299.58	92*0506311	92*0506329
66488	General Fund Unrestricted	120,599.26	0.00	120,599.26	92*0506372	92*0506403
Total Fund 11 General Fund Unrestricted		\$1,701,269.39	\$23,457.98	\$1,677,811.41		

Checks Written for Period 06/13/18 Thru 07/04/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66365	General Fund Restricted	0.00	85.00	-85.00	92*0504386	92*0504386
66412	General Fund Restricted	0.00	2,104.50	-2,104.50	92*0505146	92*0505146
66422	General Fund Restricted	92,293.95	358.61	91,935.34	92*0505272	92*0505318
66423	General Fund Restricted	49,575.66	0.00	49,575.66	92*0505320	92*0505350
66424	General Fund Restricted	23,088.45	0.00	23,088.45	92*0505351	92*0505362
66425	General Fund Restricted	9,602.44	0.00	9,602.44	92*0505364	92*0505373
66433	General Fund Restricted	7,971.34	0.00	7,971.34	92*0505430	92*0505455
66434	General Fund Restricted	86,918.38	0.00	86,918.38	92*0505456	92*0505482
66436	General Fund Restricted	297,904.37	0.00	297,904.37	92*0505492	92*0505520
66437	General Fund Restricted	24,691.61	0.00	24,691.61	92*0505522	92*0505558
66438	General Fund Restricted	5,307.04	0.00	5,307.04	92*0505565	92*0505568
66445	General Fund Restricted	7,185.33	0.00	7,185.33	92*0505595	92*0505633
66446	General Fund Restricted	26,106.78	0.00	26,106.78	92*0505634	92*0505651
66450	General Fund Restricted	105,030.82	0.00	105,030.82	92*0505706	92*0505733
66455	General Fund Restricted	22,091.44	0.00	22,091.44	92*0505752	92*0505775
66456	General Fund Restricted	73,486.81	0.00	73,486.81	92*0505776	92*0505816
66457	General Fund Restricted	132,898.33	0.00	132,898.33	92*0505817	92*0505850
66458	General Fund Restricted	47,364.97	0.00	47,364.97	92*0505855	92*0505885
66464	General Fund Restricted	19,395.55	0.00	19,395.55	92*0505897	92*0505930
66465	General Fund Restricted	17,078.16	0.00	17,078.16	92*0505931	92*0505955
66470	General Fund Restricted	18,889.58	0.00	18,889.58	92*0506006	92*0506040
66471	General Fund Restricted	7,858.62	0.00	7,858.62	92*0506042	92*0506049
66472	General Fund Restricted	8,085.60	0.00	8,085.60	92*0506050	92*0506069
66473	General Fund Restricted	11,655.68	0.00	11,655.68	92*0506070	92*0506080
66474	General Fund Restricted	11,423.93	0.00	11,423.93	92*0506085	92*0506115
66475	General Fund Restricted	247,639.50	0.00	247,639.50	92*0506119	92*0506125
66481	General Fund Restricted	39,470.77	0.00	39,470.77	92*0506182	92*0506200
66485	General Fund Restricted	255,401.77	0.00	255,401.77	92*0506261	92*0506283
66486	General Fund Restricted	154,076.89	0.00	154,076.89	92*0506290	92*0506321
66487	General Fund Restricted	133,252.89	0.00	133,252.89	92*0506330	92*0506369
66488	General Fund Restricted	64,454.15	0.00	64,454.15	92*0506370	92*0506408
Total Fund 12 General Fund Restricted		\$2,000,200.81	\$2,548.11	\$1,997,652.70		

Checks Written for Period 06/13/18 Thru 07/04/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66422	General Fund Restricted	24,451.49	0.00	24,451.49	92*0505288	92*0505288
66423	GF Unrestricted One-Time Func	23,503.21	0.00	23,503.21	92*0505319	92*0505340
66424	GF Unrestricted One-Time Func	915.00	0.00	915.00	92*0505355	92*0505355
66425	GF Unrestricted One-Time Func	8,575.00	0.00	8,575.00	92*0505363	92*0505365
66434	GF Unrestricted One-Time Func	17,670.17	0.00	17,670.17	92*0505463	92*0505480
66436	GF Unrestricted One-Time Func	3,296.25	0.00	3,296.25	92*0505516	92*0505521
66437	GF Unrestricted One-Time Func	6,989.78	0.00	6,989.78	92*0505540	92*0505554
66438	GF Unrestricted One-Time Func	17,322.85	1,897.85	15,425.00	92*0505562	92*0505569
66445	GF Unrestricted One-Time Func	11,046.37	0.00	11,046.37	92*0505609	92*0505627
66446	GF Unrestricted One-Time Func	15,475.19	0.00	15,475.19	92*0505636	92*0505647
66450	GF Unrestricted One-Time Func	1,348.58	0.00	1,348.58	92*0505731	92*0505734
66456	General Fund Restricted	5,117.11	0.00	5,117.11	92*0505779	92*0505798
66457	General Fund Restricted	3,935.45	0.00	3,935.45	92*0505829	92*0505845
66458	GF Unrestricted One-Time Func	400,222.80	0.00	400,222.80	92*0505852	92*0505884
66464	GF Unrestricted One-Time Func	11,000.00	0.00	11,000.00	92*0505896	92*0505920
66470	General Fund Restricted	10,464.01	0.00	10,464.01	92*0506032	92*0506032
66472	GF Unrestricted One-Time Func	51.00	0.00	51.00	92*0506056	92*0506056
66474	GF Unrestricted One-Time Func	3,423.22	0.00	3,423.22	92*0506094	92*0506108
66475	GF Unrestricted One-Time Func	3,831.59	0.00	3,831.59	92*0506126	92*0506126
66485	GF Unrestricted One-Time Func	33,773.03	0.00	33,773.03	92*0506265	92*0506282
66486	GF Unrestricted One-Time Func	127,634.28	0.00	127,634.28	92*0506288	92*0506325
66487	GF Unrestricted One-Time Func	1,420.01	0.00	1,420.01	92*0506343	92*0506356
66488	General Fund Unrestricted	167,517.91	0.00	167,517.91	92*0506380	92*0506407
Total Fund 13 General Fund Unrestricted		\$898,984.30	\$1,897.85	\$897,086.45		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66428	Child Development Fund	5,516.26	0.00	5,516.26	92*0505391	92*0505416
66432	Child Development Fund	1,964.30	0.00	1,964.30	92*0505424	92*0505429
66439	Child Development Fund	6,295.91	0.00	6,295.91	92*0505570	92*0505581
66444	Child Development Fund	18,684.76	0.00	18,684.76	92*0505591	92*0505592
66448	Child Development Fund	976.01	0.00	976.01	92*0505699	92*0505701
66454	Child Development Fund	5,481.26	0.00	5,481.26	92*0505744	92*0505751
66461	Child Development Fund	4,990.48	0.00	4,990.48	92*0505888	92*0505893
66463	Child Development Fund	1,103.89	0.00	1,103.89	92*0505895	92*0505895
66469	Child Development Fund	5,096.38	0.00	5,096.38	92*0505992	92*0505999
66479	Child Development Fund	5,700.00	0.00	5,700.00	92*0506176	92*0506176
66483	Child Development Fund	6,037.88	0.00	6,037.88	92*0506241	92*0506252
Total Fund 33 Child Development Fund		\$61,847.13	\$0.00	\$61,847.13		

Checks Written for Period 06/13/18 Thru 07/04/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66426	Capital Outlay Projects Fund	59,811.90	0.00	59,811.90	92*0505378	92*0505385
66442	Capital Outlay Projects Fund	107,526.30	0.00	107,526.30	92*0505584	92*0505589
66443	Capital Outlay Projects Fund	2,200.71	0.00	2,200.71	92*0505590	92*0505590
66453	Capital Outlay Projects Fund	99,010.00	0.00	99,010.00	92*0505739	92*0505743
66460	Capital Outlay Projects Fund	2,021.91	0.00	2,021.91	92*0505887	92*0505887
66462	Capital Outlay Projects Fund	38,745.00	0.00	38,745.00	92*0505894	92*0505894
66468	Capital Outlay Projects Fund	526,129.27	0.00	526,129.27	92*0505980	92*0505991
66478	Capital Outlay Projects Fund	639.38	0.00	639.38	92*0506175	92*0506175
66480	Capital Outlay Projects Fund	22,292.10	0.00	22,292.10	92*0506177	92*0506177
66484	Capital Outlay Projects Fund	56,487.33	0.00	56,487.33	92*0506253	92*0506259
Total Fund 41 Capital Outlay Projects Fun		\$914,863.90	\$0.00	\$914,863.90		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66427	Bond Fund, Measure Q	499,962.29	0.00	499,962.29	92*0505386	92*0505390
66431	Bond Fund, Measure Q	12,930.25	0.00	12,930.25	92*0505423	92*0505423
66441	Bond Fund, Measure Q	16,301.99	0.00	16,301.99	92*0505583	92*0505583
66449	Bond Fund, Measure Q	1,019,566.61	0.00	1,019,566.61	92*0505702	92*0505705
66451	Bond Fund, Measure Q	1,458,132.15	0.00	1,458,132.15	92*0505735	92*0505737
66467	Bond Fund, Measure Q	51,087.25	0.00	51,087.25	92*0505977	92*0505979
Total Fund 43 Bond Fund, Measure Q		\$3,057,980.54	\$0.00	\$3,057,980.54		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
66429	Property and Liability Fund	16,661.88	0.00	16,661.88	92*0505417	92*0505419
66440	Property and Liability Fund	38,851.26	0.00	38,851.26	92*0505582	92*0505582
66452	Property and Liability Fund	825.00	0.00	825.00	92*0505738	92*0505738
66459	Property and Liability Fund	5,459.76	0.00	5,459.76	92*0505886	92*0505886
Total Fund 61 Property and Liability Fund		\$61,797.90	\$0.00	\$61,797.90		

SUMMARY

Total Fund 11 General Fund Unrestricted	1,677,811.41
Total Fund 12 General Fund Restricted	1,997,652.70
Total Fund 13 General Fund Unrestricted	897,086.45
Total Fund 33 Child Development Fund	61,847.13
Total Fund 41 Capital Outlay Projects Fund	914,863.90
Total Fund 43 Bond Fund, Measure Q	3,057,980.54
Total Fund 61 Property and Liability Fund	61,797.90
Grand Total:	<u><u>\$8,669,040.03</u></u>

Checks Written for Period 06/13/18 Thru 07/03/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1A1806423	SAC Diversified Agency Fund	22,722.45	0.00	22,722.45	1A*0001120	1A*0001131
1A1806530	SAC Diversified Agency Fund	14,876.43	0.00	14,876.43	1A*0001132	1A*0001152
1A1807103	SAC Diversified Agency Fund	4,619.20	476.26	4,142.94	1A*0001153	1A*0001160
Total 1A SAC Diversified Agency Fund		<u>\$42,218.08</u>	<u>\$476.26</u>	<u>\$41,741.82</u>		

Checks Written for Period 06/13/18 Thru 07/03/18

<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>
1B1806423	SAC Bookstore Fund	16,077.30	8,038.65	8,038.65	1B*0001071	1B*0001084
1B1806530	SAC Bookstore Fund	14,353.56	0.00	14,353.56	1B*0001085	1B*0001096
Total 1B SAC Bookstore Fund		<u>\$30,430.86</u>	<u>\$8,038.65</u>	<u>\$22,392.21</u>		

Checks Written for Period 06/13/18 Thru 07/03/18

<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>
1C1806530	SAC Community Education Fund	28,062.72	14,031.36	14,031.36	1C*0001015	1C*0001030
1C1807103	SAC Community Education Fund	15,015.00	0.00	15,015.00	1C*0001031	1C*0001033
Total 1C SAC Community Education Fund		<u><u>\$43,077.72</u></u>	<u><u>\$14,031.36</u></u>	<u><u>\$29,046.36</u></u>		

Checks Written for Period 06/13/18 Thru 07/03/18

<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>
1R1806530	SAC Representation Fee Fund	287.01	0.00	287.01	1R*0001004	1R*0001006
Total 1R SAC Representation Fee Fund		<u><u>\$287.01</u></u>	<u><u>\$0.00</u></u>	<u><u>\$287.01</u></u>		

Checks Written for Period 06/13/18 Thru 07/03/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1S1806423	SAC Associated Students Fund	11,885.90	0.00	11,885.90	1S*0001052	1S*0001055
1S1806530	SAC Associated Students Fund	3,820.90	141.35	3,679.55	1S*0001056	1S*0001076
1S1807103	SAC Associated Students Fund	9,930.97	0.00	9,930.97	1S*0001077	1S*0001086
Total 1S SAC Associated Students Fund		<u>\$25,637.77</u>	<u>\$141.35</u>	<u>\$25,496.42</u>		

Checks Written for Period 06/13/18 Thru 07/03/18

<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>
1T1806423	SAC Diversified Trust Fund	2,236.73	927.67	1,309.06	1T*0001079	1T*0001090
1T1806530	SAC Diversified Trust Fund	22,675.50	0.00	22,675.50	1T*0001091	1T*0001107
1T1807103	SAC Diversified Trust Fund	274.72	0.00	274.72	1T*0001108	1T*0001108
Total 1T SAC Diversified Trust Fund		<u><u>\$25,186.95</u></u>	<u><u>\$927.67</u></u>	<u><u>\$24,259.28</u></u>		

SUMMARY

Total Fund 1A SAC Diversified Agency Fund	41,741.82
Total Fund 1B SAC Bookstore Fund	22,392.21
Total Fund 1C SAC Community Education Fu	29,046.36
Total Fund 1R SAC Representation Fee Func	287.01
Total Fund 1S SAC Associated Students Fun	25,496.42
Total Fund 1T SAC Diversified Trust Fund	24,259.28
Grand Total:	<u><u>\$143,223.10</u></u>

Checks Written for Period 06/13/18 Thru 07/03/18

<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>
2A1806423	SCC Diversified Agency Fund	9,027.03	0.00	9,027.03	2A*0001067	2A*0001085
2A1806530	SCC Diversified Agency Fund	640.95	0.00	640.95	2A*0001086	2A*0001087
2A1807103	SCC Diversified Agency Fund	2,679.37	0.00	2,679.37	2A*0001088	2A*0001092
Total 2A SCC Diversified Agency Fund		<u><u>\$12,347.35</u></u>	<u><u>\$0.00</u></u>	<u><u>\$12,347.35</u></u>		

Checks Written for Period 06/13/18 Thru 07/03/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2B1806316	SCC Bookstore Fund	25,667.19	0.00	25,667.19	2B*0001062	2B*0001072
2B1806423	SCC Bookstore Fund	16,631.85	0.00	16,631.85	2B*0001073	2B*0001090
2B1806530	SCC Bookstore Fund	20,369.41	0.00	20,369.41	2B*0001091	2B*0001097
Total 2B SCC Bookstore Fund		\$62,668.45	\$0.00	\$62,668.45		

Checks Written for Period 06/13/18 Thru 07/03/18

<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>
2C1806423	SCC Community Education Fund	10,286.91	0.00	10,286.91	2C*0001022	2C*0001025
2C1806530	SCC Community Education Fund	12.00	0.00	12.00	2C*0001026	2C*0001026
Total 2C SCC Community Education Fund		<u>\$10,298.91</u>	<u>\$0.00</u>	<u>\$10,298.91</u>		

Checks Written for Period 06/13/18 Thru 07/03/18

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2S1806423	SCC Associated Students Fund	470.03	0.00	470.03	2S*0001044	2S*0001045
2S1806530	SCC Associated Students Fund	1,280.47	0.00	1,280.47	2S*0001046	2S*0001049
2S1807103	SCC Associated Students Fund	1,499.53	0.00	1,499.53	2S*0001050	2S*0001050
Total 2S SCC Associated Students Fund		<u>\$3,250.03</u>	<u>\$0.00</u>	<u>\$3,250.03</u>		

Checks Written for Period 06/13/18 Thru 07/03/18

<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>
2T1806423	SCC Diversified Trust Fund	225.00	0.00	225.00	2T*0001029	2T*0001029
2T1806530	SCC Diversified Trust Fund	327.00	0.00	327.00	2T*0001030	2T*0001031
2T1807103	SCC Diversified Trust Fund	667.87	0.00	667.87	2T*0001032	2T*0001034
Total 2T SCC Diversified Trust Fund		<u><u>\$1,219.87</u></u>	<u><u>\$0.00</u></u>	<u><u>\$1,219.87</u></u>		

SUMMARY

Total Fund 2A SCC Diversified Agency Fund	12,347.35
Total Fund 2B SCC Bookstore Fund	62,668.45
Total Fund 2C SCC Community Education Fu	10,298.91
Total Fund 2S SCC Associated Students Fun	3,250.03
Total Fund 2T SCC Diversified Trust Fund	1,219.87
Grand Total:	<u><u>\$89,784.61</u></u>

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 06/13/2018 To 06/30/2018
Board Meeting on 07/05/2018

BACKGROUND

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

ANALYSIS

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

BUDGET TRANSFERS	From	To
<u>Fund 11: General Fund Unrestricted</u>		
1000 ACADEMIC SALARIES		2,059
2000 CLASSIFIED SALARIES	33,840	
3000 EMPLOYEE BENEFITS	28,373	
4000 SUPPLIES & MATERIALS	1,774	
5000 OTHER OPERATING EXP & SERVICES		214,443
6000 CAPITAL OUTLAY		6,485
7900 RESERVE FOR CONTINGENCIES	159,000	
Total Transfer Fund 11	\$222,987	\$222,987
<u>Fund 12: General Fund Restricted</u>		
1000 ACADEMIC SALARIES	115,116	
2000 CLASSIFIED SALARIES		54,362
3000 EMPLOYEE BENEFITS		10,717
4000 SUPPLIES & MATERIALS	5,164	
5000 OTHER OPERATING EXP & SERVICES	210,295	
6000 CAPITAL OUTLAY	46,808	
7000 OTHER OUTGO		312,304
Total Transfer Fund 12	\$377,383	\$377,383
<u>Fund 13: GF Unrestricted One-Time Funds</u>		
1000 ACADEMIC SALARIES		3,031
2000 CLASSIFIED SALARIES		1,680
3000 EMPLOYEE BENEFITS		726
4000 SUPPLIES & MATERIALS		1,760
5000 OTHER OPERATING EXP & SERVICES	10,924	
6000 CAPITAL OUTLAY	4,573	
7000 OTHER OUTGO		8,300
Total Transfer Fund 13	\$15,497	\$15,497
<u>Fund 33: Child Development Fund</u>		
1000 ACADEMIC SALARIES		3,956
2000 CLASSIFIED SALARIES		3,217
3000 EMPLOYEE BENEFITS		864
4000 SUPPLIES & MATERIALS	2,807	
5000 OTHER OPERATING EXP & SERVICES	328	
6000 CAPITAL OUTLAY	82	
7900 RESERVE FOR CONTINGENCIES	4,820	
Total Transfer Fund 33	\$8,037	\$8,037
<u>Fund 41: Capital Outlay Projects Fund</u>		
4000 SUPPLIES & MATERIALS		645
6000 CAPITAL OUTLAY		29,355
7900 RESERVE FOR CONTINGENCIES	30,000	
Total Transfer Fund 41	\$30,000	\$30,000

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 06/13/2018 To 06/30/2018
Board Meeting on 07/05/2018**

BACKGROUND

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

ANALYSIS

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

BUDGET TRANSFERS	From	To
<u>Fund 61: Property and Liability Fund</u>		
5000 OTHER OPERATING EXP & SERVICES	15,000	
7000 OTHER OUTGO		15,000
Total Transfer Fund 61	\$15,000	\$15,000
<u>Fund 79: Diversified Trust Fund</u>		
4000 SUPPLIES & MATERIALS		1,000
5000 OTHER OPERATING EXP & SERVICES	1,000	
Total Transfer Fund 79	\$1,000	\$1,000
BUDGET INCREASES AND DECREASES		
	Revenue	Appropriation
<u>Fund 11: General Fund Unrestricted</u>		
8800 LOCAL REVENUES	80,000	
5000 OTHER OPERATING EXP & SERVICES		80,000
Total Transfer Fund 11	\$80,000	\$80,000
<u>Fund 12: General Fund Restricted</u>		
8100 FEDERAL REVENUES	(8,013)	
8600 STATE REVENUES	254,783	
8800 LOCAL REVENUES	197	
1000 ACADEMIC SALARIES		25,629
2000 CLASSIFIED SALARIES		(15,436)
3000 EMPLOYEE BENEFITS		9,747
4000 SUPPLIES & MATERIALS		11,817
5000 OTHER OPERATING EXP & SERVICES		207,721
6000 CAPITAL OUTLAY		5,970
7000 OTHER OUTGO		1,519
Total Transfer Fund 12	\$246,967	\$246,967
<u>Fund 41: Capital Outlay Projects Fund</u>		
8900 OTHER FINANCING SOURCES	38,300	
6000 CAPITAL OUTLAY		30,000
7900 RESERVE FOR CONTINGENCIES		8,300
Total Transfer Fund 41	\$38,300	\$38,300
<u>Fund 74: Student Financial Aid Fund</u>		
8100 FEDERAL REVENUES	9,000	
7000 OTHER OUTGO		9,000
Total Transfer Fund 74	\$9,000	\$9,000
<u>Fund 79: Diversified Trust Fund</u>		
8800 LOCAL REVENUES	4,783	
5000 OTHER OPERATING EXP & SERVICES		4,783
Total Transfer Fund 79	\$4,783	\$4,783

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 06/13/2018 To 06/30/2018
Board Meeting on 07/05/2018**

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- ATTACHMENT**

From 06/13/2018 To 06/30/2018

Board Meeting on 07/05/2018

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

BUDGET TRANSFERS		From	To
<u>Fund 11: General Fund Unrestricted</u>			
B023859	06/19/18		
2000	CLASSIFIED SALARIES	35,566	
3000	EMPLOYEE BENEFITS	24,516	
5000	OTHER OPERATING EXP & SERVICES		60,082
		<hr/>	<hr/>
	Total Reference B023859	\$60,082	\$60,082
Reason:	Adjustment		
Description:	Mv salary Fonseca psn to Custdl constng cost.		
B023869	06/21/18		
5000	OTHER OPERATING EXP & SERVICES		159,000
7900	RESERVE FOR CONTINGENCIES		
		159,000	
		<hr/>	<hr/>
	Total Reference B023869	\$159,000	\$159,000
Reason:	Adjustment		
Description:	Addtl apprnshp:FY17/18 exp's		
<u>Fund 12: General Fund Restricted</u>			
B023809	06/13/18		
2000	CLASSIFIED SALARIES		75,383
3000	EMPLOYEE BENEFITS		53,051
5000	OTHER OPERATING EXP & SERVICES		
		128,434	
		<hr/>	<hr/>
	Total Reference B023809	\$128,434	\$128,434
Reason:	Special Project Adjustment		
Description:	Cvr Sal/Benfs:Truong,K. dedicated suprt T:fiscal agent grnts		
B023890	06/22/18		
1000	ACADEMIC SALARIES	150,000	
3000	EMPLOYEE BENEFITS	50,000	
7000	OTHER OUTGO		200,000
		<hr/>	<hr/>
	Total Reference B023890	\$200,000	\$200,000
Reason:	Special Project Adjustment		
Description:	Stdnt bus pass pgm:OCTA		
B023891	06/22/18		
5000	OTHER OPERATING EXP & SERVICES	95,818	
6000	CAPITAL OUTLAY	12,958	
7000	OTHER OUTGO		108,776
		<hr/>	<hr/>
	Total Reference B023891	\$108,776	\$108,776
Reason:	Special Project Adjustment		
Description:	Stdnt buss pass OCTA		
B023934	06/29/18		
5000	OTHER OPERATING EXP & SERVICES		50,000
6000	CAPITAL OUTLAY		
		50,000	
		<hr/>	<hr/>
	Total Reference B023934	\$50,000	\$50,000
Reason:	Special Project Adjustment		
Description:	Cvr PharmMaint work H-210		
<u>Fund 33: Child Development Fund</u>			

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

From 06/13/2018 To 06/30/2018

Board Meeting on 07/05/2018

BUDGET TRANSFERS		From	To
B023951	06/30/18		
1000	ACADEMIC SALARIES		3,956
3000	EMPLOYEE BENEFITS		864
7900	RESERVE FOR CONTINGENCIES	4,820	
Total Reference B023951		\$4,820	\$4,820
Reason: Special Project Adjustment			
Description: EHS Jly-Dec 2017 retro			

Fund 41: Capital Outlay Projects Fund

B023918	06/27/18		
6000	CAPITAL OUTLAY		30,000
7900	RESERVE FOR CONTINGENCIES	30,000	
Total Reference B023918		\$30,000	\$30,000
Reason: Special Project Adjustment			
Description: Allocate funds to A/E fees			

BUDGET INCREASES AND DECREASES	Revenue	Appropriation
---------------------------------------	----------------	----------------------

Fund 11: General Fund Unrestricted

B023922	06/27/18		
8800	LOCAL REVENUES	80,000	
5000	OTHER OPERATING EXP & SERVICES		80,000
Total Reference B023922		\$80,000	\$80,000
Reason: Adjustment			
Description: Additional funds for SABA Cosmetology			

Fund 12: General Fund Restricted

B023814	06/13/18		
8600	STATE REVENUES	56,961	
4000	SUPPLIES & MATERIALS		6,688
5000	OTHER OPERATING EXP & SERVICES		44,647
6000	CAPITAL OUTLAY		5,626
Total Reference B023814		\$56,961	\$56,961
Reason: Special Project Adjustment			
Description: Alloc addtl rev cvr PO:51094 &51551.			

B023818	06/14/18		
8600	STATE REVENUES	(27,972)	
4000	SUPPLIES & MATERIALS		53
5000	OTHER OPERATING EXP & SERVICES		(28,369)
6000	CAPITAL OUTLAY		344
Total Reference B023818		\$(27,972)	\$(27,972)
Reason: Special Project Adjustment			
Description: Make adjustments to existing 17/18 3SP budget SP #2435			

B023819	06/14/18		
8600	STATE REVENUES	(109,711)	
1000	ACADEMIC SALARIES		(80,267)
3000	EMPLOYEE BENEFITS		(18,287)
5000	OTHER OPERATING EXP & SERVICES		(11,157)
Total Reference B023819		\$(109,711)	\$(109,711)
Reason: Special Project Adjustment			
Description: Make adjustments to existing 17/18 3SP budget SP #2432			

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

From 06/13/2018 To 06/30/2018

Board Meeting on 07/05/2018

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
B023823	06/14/18		
8600	STATE REVENUES	137,683	
1000	ACADEMIC SALARIES		105,896
3000	EMPLOYEE BENEFITS		21,017
5000	OTHER OPERATING EXP & SERVICES		10,770
Total Reference B023823		\$137,683	\$137,683
Reason:	Special Project Adjustment		
Description:	Make adjustments to existing 17/18 3SP budget SP #2437		
B023828	06/14/18		
8600	STATE REVENUES	372,000	
2000	CLASSIFIED SALARIES		37,409
3000	EMPLOYEE BENEFITS		25,314
4000	SUPPLIES & MATERIALS		1,070
5000	OTHER OPERATING EXP & SERVICES		308,207
Total Reference B023828		\$372,000	\$372,000
Reason:	New Budget		
Description:	NEWB SP2535 ICT/DM SN		
B023854	06/19/18		
8600	STATE REVENUES	(51,056)	
2000	CLASSIFIED SALARIES		(38,130)
3000	EMPLOYEE BENEFITS		(12,926)
Total Reference B023854		\$(51,056)	\$(51,056)
Reason:	Special Project Adjustment		
Description:	Tx OEC to CEC:pay Data&Acctbly support psn		
B023855	06/19/18		
8600	STATE REVENUES	51,056	
2000	CLASSIFIED SALARIES		31,144
3000	EMPLOYEE BENEFITS		19,751
5000	OTHER OPERATING EXP & SERVICES		161
Total Reference B023855		\$51,056	\$51,056
Reason:	Special Project Adjustment		
Description:	OEC to CEC pay Data/Acctnbly spt psn		
B023899	06/22/18		
8600	STATE REVENUES	197,822	
4000	SUPPLIES & MATERIALS		5,000
5000	OTHER OPERATING EXP & SERVICES		192,822
Total Reference B023899		\$197,822	\$197,822
Reason:	New Budget		
Description:	Guided Pthwys: SP2252		
B023937	06/29/18		
8600	STATE REVENUES	(372,000)	
2000	CLASSIFIED SALARIES		(37,409)
3000	EMPLOYEE BENEFITS		(25,314)
4000	SUPPLIES & MATERIALS		(1,070)
5000	OTHER OPERATING EXP & SERVICES		(308,207)
Total Reference B023937		\$(372,000)	\$(372,000)
Reason:			
Description:	Rvrs B23828-post to FY18/19		

Fund 41: Capital Outlay Projects Fund

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

From 06/13/2018 To 06/30/2018

Board Meeting on 07/05/2018

BUDGET INCREASES AND DECREASES

B023927 06/28/18

8900 OTHER FINANCING SOURCES

7900 RESERVE FOR CONTINGENCIES

Revenue

Appropriation

8,300

8,300

Total Reference B023927

\$8,300

\$8,300

Reason: Adjustment

Description: Tx for FMR17-293 MusicBldg

RECOMMENDATION

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

4.2 (7)

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

To:	Board of Trustees	Date: July 16, 2018
Re:	Approval of the 2018-19 Proposed Adopted Budget Assumptions	
Action:	Request for Approval	

BACKGROUND

At this meeting it is recommended the Board of Trustees review the latest budget assumptions for use in completing the Proposed 2018-19 Adopted Budget. These assumptions have been reviewed and recommended by both the Fiscal Resources Committee and District Council.

ANALYSIS

The Proposed Adopted Budget Assumptions have been updated since the Tentative Budget Assumptions with any new information known at this time. The governor signed the state budget on June 27th. The budget includes a new student-focused funding formula that will be phased in over three years along with funding to increase additional full-time faculty. At this time, the impact on the district's budget for these items is unknown and not yet included in the budget assumptions. We will continue to update the assumptions as information becomes available as we continue the process of preparing the Adopted Budget.

These Adopted Budget Assumptions project a slight ongoing surplus and a one-time \$2.1 million spend down of the Budget Stabilization Fund, with the balance estimated at approximately \$13 million. Any collectively bargained salary increases above the state provided Cost of Living Allowance (COLA) will be additional costs not included in these budget assumptions.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Adopted Budget Assumptions for the 2018-19 fiscal year as presented.

Fiscal Impact:	TBD	Board Date: July 16, 2018
Prepared by:	Adam M. O'Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
UNRESTRICTED GENERAL FUND
2018-19 Adopted Budget Assumptions
July 9, 2018**

I. State Revenue

A. Budgeting will continue to utilize the District's Budget Allocation Model (BAM) based on SB 361 for the Adopted Budget as there are still many unknowns with the new state student-focused funding formula.

B. FTES Workload Measure Assumptions:

Year	Base	Actual	Funded	Actual Growth
2013/14	28,185.04	28,688.93	28,688.93	1.79%
2014/15	28,688.93	28,908.08	28,908.08	0.76%
2015/16	28,908.08	28,901.64	28,901.64	-0.02%
2016/17	P3 28,901.64	27,517.31 a	28,901.64 a	-4.79%
2017/18	P2 28,901.64	29,174.00 b	29,174.00 b	-0-

a - based on submitted P3, District went into Stabilization in FY 2016-17

b - based on submitted P2, the district estimates borrowing 1,300 FTES from summer 2018

The district went into stabilization in 2016/17 and is in restoration in 2017/18.

To maintain the 2015/16 funding level the district shifted summer 2018 FTES for reporting purposes.

A decision will need to be made by fiscal year end whether we have enough summer 2018 FTES to borrow to fully restore, or there will be a permanent additional reduction in ongoing revenue.

The state budget includes 1% systemwide growth funding, 2.71% COLA, and no base allocation increase.

Instead the budget includes a new Student-Focused Funding Formula, the effects of which are not fully known at this time.

Any changes to our funding related to the new formula will be incorporated after the budget is adopted.

Projected COLA of 2.71%	\$4,300,000
Projected Growth/Access	\$0
Projected Base Allocation Increase	\$0
Continued Projected Deficit (est. 0.708%)	\$0
Apportionment Base Incr (Decr) for 2017/18	\$4,300,000

2018/19 Potential Growth at 0.5% based on 1% system 29,046

C. Education Protection Account (EPA) funding estimated at **\$22,929,087** based on 2017/18 @ P2. These are not additional funds. The EPA is only a portion of general purpose funds that offsets what would otherwise be state aid in the apportionments. We intend to charge a portion of faculty salaries to this funding source in compliance with EPA requirements.

D. Unrestricted lottery is projected at **\$151 per FTES (\$4,487,833)**. Restricted lottery at **\$53 per FTES (\$1,575,200)**. (2017/18 P1 of resident & nonresident factored FTES, 29,720.75 x 151 = \$4,487,833 unrestricted lottery; 29,720.75 x 53 = \$1,575,200.) Increase in both FTES and rate.

E. Estimated reimbursement for part-time faculty compensation is estimated at **\$575,306** (2017/18 @ P2). Slight decrease.

F. Categorical programs will continue to be budgeted separately; self-supporting, matching revenues and expenditures. COLA is being proposed on certain categorical programs. Without COLA, other categorical reductions would be required to remain in balance if settlements were reached with bargaining groups. The colleges will need to budget for any program match requirements using unrestricted funds.

G. BOG fee waivers 2% administration funding estimated at 2017/18 @ P2 of \$307,714. Unchanged.

H. Mandates Block Grant estimated at a total budget of **\$800,000**. Slight increase. No additional one-time allocation proposed.

II. Other Revenue

I. Non-Resident Tuition budgeted at \$3,200,000. \$275,000 increase. (SAC \$2,400,000, SCC \$800,000)

J. Interest earnings estimated at **\$825,000**. Increase based on anticipated interest rate increases.

K. Other miscellaneous income (includes fines, fees, rents, etc.) is estimated at approximately \$350,000. Unchanged.

L. Apprenticeship revenue estimated at \$2,757,300. Unchanged.
(Corresponding expenses related to this allocation must be budgeted for additional apprenticeship course offerings)

M. Scheduled Maintenance/Instructional Equipment allocation **\$738,030** (no match required).

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
UNRESTRICTED GENERAL FUND
2018-19 Adopted Budget Assumptions
July 9, 2018**

- III. Appropriations and Expenditures
- A. As the District's budget model is a revenue allocation model, revenues flow through the model to the colleges as earned. The colleges have the responsibility, within their earned revenue, to budget for ALL necessary expenditures including but not limited to all full time and part time employees, utilities, instructional services agreements, multi-year maintenance and other contracts, supplies, equipment and other operating costs.
 - B. The state is providing a Cost of Living Allowance (COLA) of 2.71%. Any collectively bargained increased costs will be added to the budget. The estimated cost of a 1% salary increase is \$1.5 million.
 - C. Step and column movement is budgeted at an additional cost of approximately \$1.26 million including benefits. (FARSCCD approximate cost \$601,000, CSEA approximate cost \$405,000, Management/Other approximate cost \$254,000; in addition to CEFA hourly step and column movement budgeted by the colleges estimated cost \$153,000)
 - D. Health and Welfare benefit premium cost increase as of 1/1/19 is estimated at 2.5% for an additional cost of approximately \$402,000 for active employees and an additional cost of \$178,000 for retirees, for a combined increase of \$580,000. 2018/19 change to BAM budgeting benefits at average cost rather than maximum cost. Savings of \$152,666
State Unemployment Insurance local experience charges are estimated at \$250,000 (2017/18 budgeted amount). Unchanged. CalPERS employer contribution rate will increase in 2018/19 from 15.531% to **18.062%** for an increase of **\$955,259** (Note: The cost of each 1% increase in the PERS rate is approximately \$350,000.)
CalSTRS employer contribution rate will increase in 2018/19 from 14.43% to 16.28% for an increase of \$1,220,221. (Note: The cost of each 1% increase in the STRS rate is approximately \$700,000.)
 - E. The full-time faculty obligation (FON) for Fall 2018 is estimated at 371. The District is currently recruiting to replace 16 faculty vacancies. The District expects to meet its obligation. SAC is recruiting for 13 vacancies. SCC is recruiting for 3 vacancies. The current cost for a new position is budgeted at Class VI, Step 12 at approximately \$136,500. Penalties for not meeting the obligation amount to approximately \$71,000 per FTE not filled.
 - F. The current rate per Lecture Hour Equivalent (LHE) effective 7/1/17 for hourly faculty is \$1,275. Unchanged
 - G. Retiree Health Benefit Fund (OPEB/GASB 45 Obligation) - The District will continue to contribute 3.63% of total salaries to fund the total actuarially determined Annual Required Contribution (ARC). The annual required contribution (ARC) as of 2016/17 is \$11,722,578.
 - H. Capital Outlay Fund - In addition to the state allocation for Scheduled Maintenance/Instructional Equipment, the District will continue to budget \$1.5 million for capital outlay needs.
 - I. Utilities cost increases of 2.5%, estimated at \$100,000.
 - J. Information Technology licensing contract escalation cost of 7%, estimated at \$125,000.
 - K. Property and Liability Insurance transfer estimated at \$1,970,000. Unchanged.
 - L. Other additional DS/Institutional Cost expenses totaling \$672,252 ongoing plus \$110,500 one-time:
P/T Intermediate Clerk 19hrs/12 months - Human Resources - ongoing - \$18,920
District Administrator Institutional Equity, Compliance and Title IX - Human Resources - ongoing - \$229,175
3 New Senior District Safety Officer (armed) - District Safety - ongoing - \$303,048
Reorg #1079 - District Safety Officer to Senior District Safety Officer (armed) - \$3,609
Safety Fire Alarms testing & repairs - ongoing \$100,000
New ongoing agreement with IGreentree for employee onboarding \$17,500 plus one-time \$10,500
One-time cost of Chancellor search - \$100,000
 - M. Child Development Fund - The District will continue to budget \$250,000 as an interfund transfer from the unrestricted general fund as a contingency plan. (\$140,000 was transferred in 2014/15 and 2015/16, 2016/17, and expected in 2017/18)
 - N. Estimated annual cost of Santiago Canyon College ADA Settlement expenses of \$2 million from one-time funds.
 - O. According to the District budget reduction strategy, round 2 ongoing reductions of \$3 million were incorporated in the tentative budget and included in the Adopted Budget.

NOTE: These assumptions will be updated as new information becomes available throughout the process of building the budget. In addition, as the final effects of the new Student-Focused Funding Formula may not all be known until after the budget is adopted, the budget will likely need to be updated after adoption.

Rancho Santiago Community College District
Unrestricted General Fund Summary
2018-19 Adopted Budget Assumptions Analysis
July 9, 2018

*	<u>New Revenues</u>	Ongoing Only	One-Time
A	New Student-Focused Funding Formula	?	
B	COLA 2.71%	\$4,300,000	
B	Growth (Shift from summer)	1	\$0
B	Base Allocation	\$0	
B	Deficit Factor est. at 0.708%	\$0	
D	Unrestricted Lottery	\$365,018	
H	Mandates Block Grant	\$5,000	
I	Non-Resident Tuition	\$275,000	
J	Interest Earnings	\$160,000	
L	Apprenticeship - SCC	\$0	
EGHK	Misc Income	(\$24,000)	
	Total	\$5,081,018	\$0
	<u>New Expenditures</u>		
B	COLA 2.71%	\$4,300,000	
C	Step/Column	\$1,260,000	
D	Health and Welfare/Benefits Increase	\$580,000	
D	Budget Health and Welfare at Average Cost for Vacancies	(\$152,666)	
D	CalPERS Increase	\$955,259	
D	CalSTRS Increase	\$1,220,221	
E	Full Time Faculty Obligation Hires	\$0	
E/F	Hourly Faculty Budgets (Convert to Full Time)	\$0	
G	Increased Cost of Retiree Health Benefit ARC	\$0	
H	Capital Outlay/Scheduled Maintenance Match	\$0	
I	Utilities Increase	\$100,000	
J	ITS Licensing/Contract Escalation Cost	\$125,000	
K	Property, Liability and All Risks Insurance	\$0	
L	Other Additional DS/Institutional Costs	\$672,252	\$110,500
N	SCC ADA Settlement Costs	\$0	\$2,000,000
O	Ongoing Budget Reductions	(\$3,000,000)	
	Total	\$6,060,066	\$2,110,500
	2018-19 Budget Year Surplus (Deficit)	(\$979,048)	
	2017/18 Structural Deficit	(\$1,346,566)	
	2017/18 Additional cost of CSEA settlement	(\$191,807)	
	2017/18 Additional cost of remaining CB settlements	?	
	2017/18 Budgeted vacancies/actual salary placement less	\$425,060	
	2017/18 New hires choosing less than budgeted benefits	\$687,959	
	2017/18 Retirees budgeted in 2018/19 according to BAM	\$872,339	
	2017/18 Savings in H/W Benefits (3.5% to 2.5%)	\$60,636	
	2017/18 Other budget line item changes	\$549,876	
	Total Net Surplus (Deficit)	\$78,449	(\$2,110,500)

Note: Budget Stabilization Fund Balance at 6/30/2018 is estimated at \$15 million.

¹ Based on the FTES reported on the 320 submitted at P2, to maintain the 2015/16 funding level the district shifted FTES from summer 2018 for reporting purposes. A decision will need to be made by fiscal year end whether we have enough summer 2018 FTES to borrow to fully restore, or there will be a permanent reduction in ongoing revenue.

* Reference to budget assumption number

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

To:	Board of Trustees	Date: July 16, 2018
Re:	Approval of Consulting Services – Cooperative Strategies, LLC	
Action:	Request for Approval	

BACKGROUND

Prior to 1994, School and Community College Districts were required to negotiate independent “pass through” agreements with local Redevelopment Agencies (RDA) to partially compensate for lost property taxes that were diverted from school districts and community college districts for Redevelopment Agency projects. AB 1290, passed in 1993, requires RDA’s to make pass through payments, by revenue formulas, to affected taxing agencies without the need for negotiated agreements by project area. AB 1290 also required that certain pass through revenue to districts be counted as local property taxes for offset purposes for K-14 state apportionment payments.

With the elimination of RDA’s and the responsibility of the successor agencies to continue to properly distribute pass through payments as enforceable obligations to school and community college districts through the term of those agreements, the responsibility and burden of identifying which redevelopment property tax income is used as an offset to state apportionment funding and which funds are available for districts to use under the terms of the pass through agreements is placed upon each district.

ANALYSIS

Cooperative Strategies, LLC (formerly The Dolinka Group) has provided redevelopment agency consulting services to the district over the last eight years. They have identified and evaluated all RDA agreements that fall within the RSCCD district boundaries, calculated historical and future pass-through payments owed to the RSCCD for selected redevelopment agencies and their successor agencies, negotiated with these agencies for these district funds as prior year enforceable obligations, in addition, to these annual audits.

Annual audits of these agencies to ensure proper distribution of successor agency redevelopment pass through funds and the Orange County Auditor Controllers Office, who distributes these funds to districts, are necessary to ensure that those funds subject to state apportionment offsets are properly distinguished from those funds that are pass through agreement funds which are not an offset to state apportionment calculations and are available for district use in conformance with the pass through agreements.

Trustee Yarbrough has volunteered to serve as the community college representative for Orange County.

The attached proposal, to provide these services is a flat fee of \$20,500, plus reimbursable expenses, to perform these audits for fiscal years 2018/2019 through 2022/2023.

These costs can appropriately be paid for by the current district RDA funds.

RECOMMENDATION

It is recommended that the Board of Trustees approve the redevelopment consulting services of Cooperative Strategies, LLC as presented.

Fiscal Impact:	\$20,500 plus reimbursable expenses Per fiscal year	Board Date: July 16, 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	



AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made and entered into this _____ day of _____, 2018 ("Effective Date"), by and between Rancho Santiago Community College District at 2323 North Broadway, Santa Ana, CA 92706, hereinafter called "Client", and Cooperative Strategies, LLC at 8955 Research Drive, Irvine, CA 92618, hereinafter called "Consultant". The Client and the Consultant in consideration of the mutual promises and conditions herein contained agree as follows:

ARTICLE I. SERVICES TO BE PERFORMED BY CONSULTANT

Section 1.1 Consulting Services, Statement of Work. Client hereby retains Consultant to perform the services ("Consulting Services") set forth in the statement of work (the "Statement of Work" or "SOW") as attached as Exhibit A to this Agreement. The Consulting Services and the Statement of Work are governed by this Agreement. In the event of any conflict between the terms of this Agreement and the terms of the SOW, the terms of this Agreement shall control. This Agreement along with the SOW shall be referred to hereinafter as the "Agreement".

Section 1.2 No Agency. The relationship of Client and Consultant hereunder is that of independent contractors. In all matters relating to this Agreement, each of Client and Consultant shall be solely responsible and liable for the acts of its employees and agents, and the employees or agents of either party shall not be considered employees or agents of the other party. Neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other party, nor shall Client or Consultant act or represent or hold itself out as having authority to act as an agent or partner of the other, or in any way to bind or commit the other to any obligations. Nothing in this Agreement is intended to create or constitute, nor does it create or constitute, an employment, joint venture, partnership, agency, trust or other relationship or association of any kind between the parties.

ARTICLE II. OWNERSHIP; USE

Section 2.1 Consultant Materials. As between Client and Consultant, Consultant owns any and all, including all intellectual property rights therein, (collectively, "Consultant Materials"), which includes, but is not limited to the following: (a) computer software (including without limitation financial models, compilations of formulas and spreadsheet models), inventions, designs, programs, improvements, techniques, ideas, concepts, trade secrets and know-how, proprietary models, processes and methods used by Consultant in the performance of the Consulting Services, and (b) reports, drawings, templates, specifications, computer files, field data, notes, other documents and instruments and other works of authorship and developments made, conceived, created, discovered, invented or reduced to practice in the performance of the Consulting Services or otherwise under this Agreement.

Section 2.2 Client's Rights and Obligations. Client acknowledges and agrees that the consideration paid by Client herein only entitles Client to a right to use the hard copy or electronically transmitted reports portion of the Consultant Materials generated pursuant to the Consulting Services (each a "Report"). Client shall not reuse (for any purpose other than the purpose for which the Report was intended) or make any modification to the Reports without the prior written authorization of the Consultant. As Consultant is performing the Consulting Services solely for the benefit of Client, Client shall, to the fullest extent permitted by law, indemnify and hold harmless Consultant, its shareholders, officers, directors, employees and subcontractors against any damages, losses, liabilities and costs and expenses, including reasonable attorneys' fees and costs, arising from or allegedly arising from or in any way connected with the unauthorized use of the Consultant Materials or the unauthorized use, reuse or modification of the Reports by or through Client.

Section 2.3 Rights. Consultant reserves all rights in the Consultant Materials, including without limitation the Reports, not granted hereunder. Nothing in this Agreement shall prohibit Consultant from using the Consultant Materials for any purpose either during the term of this Agreement or thereafter. Without limiting the generality of the foregoing, Client acknowledges that Consultant may have used reports and analyses that Consultant authored for other clients as base works or templates for the Reports, and Client acknowledges and agrees that Consultant has the right to use the Reports as base works or templates for reports and analyses that Consultant authors for Consultant's other clients, provided, however that Consultant shall not use any Confidential Information (defined below) provided by Client in such future reports and analyses. Client further acknowledges and agrees that Consultant has spent and will spend substantial time and effort in collection and compiling data and information (including without limitation Client Data, as defined below) (the "Data Compilations") in connection with the Consulting Services and that such Data Compilations may be used by Consultant for its own purposes, including, without limitation, sale or distribution to third parties; provided, however, that Consultant will not sell or distribute any of Client's Confidential Information that may be contained in such Data Compilations, unless such information is used only on an aggregated and anonymous basis.

ARTICLE III. COMPENSATION

Section 3.1 Fees. Client shall pay Consultant a professional fee computed according to the fee schedule attached as Exhibit B hereto (the "Fee Schedule") for the Consulting Services rendered hereunder. Consultant may adjust its rates in the event of an amendment of the Statement of Work, any other agreed-to expansion of the Consulting Services to be rendered hereunder or upon agreement of the parties. .

Section 3.2 Reimbursement. Client agrees that it shall reimburse Consultant for Consultant's out-of-pocket expenses incurred in performance of the Consulting Services plus a 15% administrative charge calculated thereon. Expenses of Consultant in the performance of any Consulting Services may include, without limitation, the following:

- (a) Cost of clerical assistance @ \$50.00 per hour;
- (b) Transportation costs, including mileage for the use of personal automobiles at the prevailing IRS standard rate, rental vehicles,

- travel, lodging and regularly scheduled commercial airline ticket costs;
- (c) Third-party photographic reproduction and data purchases; and
 - (d) Cost of photocopies, facsimile, postage, overnight deliveries, conference call hosting, and phone calls at 5% of Consulting Services billed. Subsection (d), however, is not subject to the 15% administrative charge identified above.

Section 3.3 Invoices. On or about the fifteenth (15) day following each month during which Consulting Services are rendered hereunder, or as soon as is reasonably practicable thereafter, Consultant shall deliver to Client an invoice covering the Consulting Services performed and the reimbursable expenses incurred in the prior month with the Client's purchase order number identified on the invoice. Client shall pay all invoices within forty-five (45) days of the date of each invoice. A monthly charge of 1.2% may be imposed against past due accounts. Payment of invoices shall not be subject to any discounts or set-offs by Client, unless agreed to in writing by Consultant.

Section 3.4 Records. Consultant shall maintain records of its fees relating to the Consulting Services performed and any reimbursable expenses incurred under this Agreement for review by an authorized representative of Client for a period of three (3) years from the date of each invoice delivered by Consultant in relation thereto, provided, however, that (a) Client shall be entitled to no more than one such review per year, (b) any such reviews shall take place during normal business hours, and (c) all authorized representatives of Client performing a review under this Section 3.4 shall first sign a nondisclosure agreement in form and substance reasonably satisfactory to Consultant protecting Consultant's confidential information before conducting such review.

ARTICLE IV.

OTHER AGREEMENTS OF CONSULTANT

Section 4.1 Performance. Consultant shall perform the Consulting Services in accordance with the Statement of Work and the applicable generally accepted industry standards and practices. Client shall provide prompt written notice to Consultant if Client becomes aware of any fault or defect in the Consulting Services, including any errors, omissions or inconsistencies in the Reports. Subject to Section 5.2, should any errors in the Reports caused by Consultant's negligence be detected within thirty (30) days after the applicable Consulting Services were performed, Client's sole remedy and Consultant's exclusive liability shall be for Consultant, at Consultant's option, to (a) correct the error at no additional charge to Client by revising the Reports to eliminate the errors; or (b) refund to Client the amount paid by Client for the deficient portion of the Consulting Service(s) that resulted in the error.

Section 4.2 Necessary tools. Consultant shall supply all tools and instrumentalities required to perform the Consulting Services under the Agreement.

Section 4.3 Workers' Compensation. Consultant shall maintain workers' compensation insurance for Consultant's employees and agents performing Consulting Services as required by law. Consultant agrees that it shall comply with all federal, state, and local laws and ordinances as it relates to the work to be performed under this Agreement.

Section 4.4 Insurance. All services rendered on Client's Property shall require the Consultant to procure, maintain, and keep in full force and effect the following types of insurance:

- (a) Comprehensive general liability: No less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- (b) Auto Liability: For vendors who will drive on Client's property, Automobile Liability in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage, including owned, hired and non-owned vehicle coverage.
- (c) Workers' Compensation as required by California State Law. Contractor shall provide a waiver of subrogation. Workers' Compensation is required if a supplier has any employees. If a supplier does not have any employees then the supplier is exempt from this requirement.
- (d) Professional liability insurance (Errors and Omissions), shall be for no less than \$1,000,000 per occurrence to be maintained for the duration of the agreement and three years following its termination. Consultant agrees to name Client and its Board of Trustees, officers, agents and employees as additional insured on its general liability insurance policy and must provide a separate written endorsement.

ARTICLE V.
OTHER AGREEMENTS OF CLIENT

Section 5.1 Client's Assistance. Client shall provide all information, data and documents as specified in the SOW, or reasonably requested by Consultant and which is reasonably necessary to the performance of the Consulting Services. Client shall also satisfy any assumptions and perform any Client obligations identified in the Statement of Work, and shall comply with all applicable laws and regulations in performing hereunder.

Section 5.2 Client Responsibility.

(a) Client acknowledges that, in performing the Consulting Services and preparing the Reports, Consultant will be using and relying upon various data, reports, studies, computer printouts and other information, documents and representations as to facts, the source of which may be Client, public agencies or other third-parties, (all of which shall be referred to herein as the "Client Data"). Client agrees that Consultant is entitled to use and rely upon such Client Data in preparing the Reports and performing the other Consulting Services hereunder, and that Consultant shall not be obligated to establish or verify the accuracy of the Client Data, nor shall Consultant be responsible for the impact or effect of Client Data on its work products (including without limitation the Reports) in the event that such Client Data is in error and therefore introduces error into the work products (including without limitation the Reports).

(b) Client represents and warrants to Consultant that Client has the right to deliver to Consultant the Client Data delivered to Consultant hereunder and neither the Client Data, nor its use as contemplated hereunder, shall (i) infringe any intellectual property rights of any third party, (ii) violate any laws or privacy rights of any third party, or (iii) violate any third parties' privacy policies,

and Client shall use commercially reasonable efforts to ensure that the Client Data does not contain any viruses or other damaging or disabling code.

Section 5.3 Indemnification. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense, 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.

Section 5.4 Non-Solicitation. Client shall not solicit the employment of or hire any of Consultant's employees during the term, and for one year following the termination of, this Agreement; provided, however, that the foregoing restrictions shall not prohibit Client from generalized solicitation or advertising, including the use of an independent employment agency or search firm whose efforts are not specifically directed at such employees. Notwithstanding the foregoing, such employees shall not include any individual (a) whose employment with Consultant has terminated for any reason (other than through breach of this Section 5.5), or (b) whose employment or solicitation thereof has been agreed upon in writing by Consultant.

ARTICLE VI. **TERM; TERMINATION**

Section 6.1 Term. This Agreement shall become effective on the Effective Date and will continue in effect until the earlier of (a) completion of performance under the SOW, or (b) termination as provided herein.

Section 6.2 Convenience. Either party may terminate this Agreement (and the Statement of Work) for convenience upon thirty (30) prior written days' notice to the other party.

Section 6.3 Breach. Either party may terminate this Agreement (and the Statement of Work) with written notice to the other party if the other party is in material breach of any of its obligations under this Agreement, which breach is not cured within ten (10) days' written notice from the other party. Without limiting the generality of the foregoing, if Client fails to make payments when due hereunder, Consultant may suspend performance of the Consulting Services upon notice to Client. Consultant shall have no liability to Client for any costs or damages arising as a result of such suspension. Upon payment in full by Client (provided that Consultant has not terminated the Agreement in the interim), Consultant shall resume Consulting Services under this Agreement, and the Statement of Work shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

Section 6.4 Fees. Upon expiration or termination of this Agreement, Client shall pay all of Consultant's fees, expenses and other costs payable by Client pursuant to Article III, which have accrued through the date of expiration or termination.

Section 6.5 Survival. Sections 1,2, 3.1, 3.2, 3.3, 5.2, 5.3, 5.4, 6.4, 6.5 and Articles II, VII and VIII shall survive the expiration or termination of this Agreement.

ARTICLE VII. CONFIDENTIALITY

Section 7.1 Definition. "Confidential Information" means all information that is disclosed by a party to the other party and that: (a) is designated as confidential, regardless of the form in which it is disclosed; or (b) relates to a party's markets, customers, patents, trade secrets, inventions, procedures, methods, designs, strategies, distributors or business in general. The term Confidential Information shall not include any item of information which: (i) the receiving party can prove was in its possession without a duty of confidentiality prior to disclosure thereof by the disclosing party whether prior to or during the term of this Agreement; (ii) is or becomes generally available to the public other than as a result of any action or omission by the receiving party; (iii) is rightfully disclosed to the receiving party by a third party without the imposition on the third party of any confidentiality obligation or restrictions on use; or (iv) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, as evidenced by the receiving party's written records. The Consultant Materials are Consultant's Confidential Information (subject to the rights set forth in Section 2.2).

Section 7.2 Obligation. Each party, as a receiving party, shall (a) hold all Confidential Information of the disclosing party in confidence and not disclose the other party's Confidential Information to anyone except its employees who have a need to know and who are at all times informed of, and understand that they are bound to observe, the same confidentiality and nondisclosure restrictions and obligations as are set forth in this Agreement; (b) use the other party's Confidential Information only as necessary for its performance hereunder; and (c) hold and protect the other party's Confidential Information with the same degree of care that it uses with its own information of like importance, but in no event less than a reasonable standard of care.

Section 7.3 Compelled Disclosure. If either receiving party is requested or required by law or legal process to disclose any of the disclosing party's Confidential Information, the person required to disclose such Confidential Information shall provide the disclosing party with prompt oral and written notice, so that the disclosing party may seek a protective order or other appropriate remedy. In the event that such a protective order or other remedy is not promptly obtained, the receiving party shall furnish only that portion of the disclosing party's Confidential Information which is legally required and shall exercise its best efforts to obtain a protective order or other reliable assurance that confidential treatment shall be accorded to the disclosing party's Confidential Information.

Section 7.4 Injunctive Relief. Each party, as a receiving party, agrees that remedies at law are inadequate to protect against its breach or threatened breach of this Article VII. Accordingly, each party agrees that the other party may obtain injunctive relief against it in the event of any such breach or threat thereof, in addition to any other legal or equitable remedies that may be available.

ARTICLE VIII.
GENERAL PROVISIONS

Section 8.1 Notice. Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing, by mail or by electronic mail (reader receipt requested). Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, or at the following email addresses (Consultant: bdolinka@coopstrategies.com; Client: hardash_peter@rscsd.edu), but each party may change the address by written notice in accordance with the first sentence of this Section 8.1. Notices delivered personally or by electronic mail (reader receipt requested) will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two (2) days after mailing.

Section 8.2 Assignment. Neither party may assign this Agreement, in whole or in part without the express written consent of the other party, with the exception of an assignment carried out as part of a merger, restructuring or reorganization, or as a sale or transfer of all or substantially all of a party's equity or assets. Any such attempted assignment or delegation without proper consent shall be void. This Agreement shall inure to the benefit of and shall be binding upon the party's respective successors and permitted assigns.

Section 8.3 Not Public Official. Neither this Agreement, nor any duties or obligations under this Agreement, nor the intentions or expectations of Client will cause Consultant to be a "public official" as that term is used in Section 87100 of Title 9 of the California Government Code (the "CGC"), or any similar term under applicable law. Client and Consultant agree that Consultant is not a "public official" or "participating in governmental decision" as those terms are used in Section 87100 of the CGC, or any similar terms under applicable law. Client and Consultant also agree that no actions and opinions necessary for the performance of duties under this Agreement will cause Consultant to be a "public official" or "participating in a governmental decision" as those terms are used in Section 87100 of the CGC, or similar terms, are used under applicable law.

Section 8.4 Entire Agreement. This Agreement and Exhibits A and B hereto supersede any and all agreements, either oral or written, between the parties hereto with respect to the rendering of service by Consultant for Client and contains all of the covenants and agreements between the parties with respect to the rendering of the Consulting Services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any reference to any statute herein shall be construed as including all statutory provisions consolidating, amending or replacing such statute.

Section 8.5 Amendment. This Agreement and any exhibit hereto (including the Statement of Work) may not be amended or modified except as expressly provided herein or in writing by the parties and signed by authorized representatives of both parties.

Section 8.6 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 without being impaired or invalidated in any way.

Section 8.7 Dispute Resolution.

(a) Except as set forth in Section 7.4, the parties agree to first try in good faith to settle any dispute hereunder by mediation pursuant to the Mediation Rules of the American Arbitration Association. If the dispute is not settled by mediation, the dispute may be resolved by final and binding arbitration.

(b) Except as set forth in Section 7.4, on the written request of one party served on the other, the dispute shall be submitted to binding arbitration in accordance with the commercial rules and regulations of the American Arbitration Association and the provisions of the California Arbitration Act (Sections 1280 through 1294.2 of the California Code of Civil Procedure). The arbitration shall take place in Orange County, California, or such other location mutually agreed to by the parties. Consultant shall select the arbitrator. If Consultant and Client do not agree on such arbitrator, however, Client shall select a second arbitrator. The Client-selected arbitrator and the Consultant-selected arbitrator shall then select a third arbitrator, which arbitrator shall conduct the arbitration. The parties may select arbitrators from JAMS, ADR, ARC or any independent arbitrator/neutral for dispute resolution. The parties are not required to hire an AAA arbitrator for resolution of a dispute hereunder. No arbitration shall include by way of consolidation or joinder any parties or entities not a party to this Agreement without the express written consent of Client, Consultant and any party or entity sought to be joined with an express reference to this provision. Any party or entity joined in the arbitration, after mutual consent, shall be bound by this provision. The decree or judgment of an award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

(c) The prevailing party in any arbitration brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorneys' fees. The non-prevailing party shall be liable, to the extent allowable under law, for all fees and expenses of the arbitrator(s) and all costs of the arbitration.

Section 8.8 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules.

Section 8.9 Third Parties. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Consultant. The Consulting Services are being performed solely for Client's benefit, and no other party or entity shall have any claim against Consultant because of this Agreement or the performance or nonperformance of services hereunder.

Section 8.10 DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR DAMAGES ARISING FROM BREACH OF SECTION 2.2 or ARTICLE VII, NEITHER CONSULTANT NOR CLIENT, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, TREBLE, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, LOST BUSINESS OPPORTUNITY, LOSS OF USE, LOSS OF INCOME, LOSS OF REPUTATION, PERSONAL INJURY OR THE LIKE) RESULTING FROM OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LIABILITY ARISING

OUT OF CONTRACT, TORT, NEGLIGENCE, AND STRICT LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 8.11 Force Majeure. Neither party will be liable for any failure to perform (except for payment of monies due hereunder) due to unforeseen circumstances or causes beyond its reasonable control, including, but not limited to, acts of God, war, acts of terrorism, embargoes, acts of civil or military authorities, fire, flood, accident, strikes, inability to secure transportation, facilities, fuel, energy, labor or materials. In the event of force majeure, time for delivery or other performance will be extended for a period equal to the duration of the delay caused thereby.

Section 8.12 Limitation. The parties intend that the Consulting Services shall not subject the Consultant's individual shareholders, officers, directors, members, managers or employees to any personal legal exposure for the risks associated with the Consulting Services. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of the individual shareholders, officers, directors, members, managers or employees.

Section 8.13 DISCLAIMER. EXCEPT AS MAY BE SPECIFIED IN THIS AGREEMENT, CONSULTANT EXPRESSLY DISCLAIMS ALL WARRANTIES UNDER THIS AGREEMENT, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT AND WARRANTIES ARISING UNDER COURSE OF DEALING OR TRADE USAGE.

Section 8.14 Limitation of Liability. In recognition of the relative risks and benefits of the Consulting Services to both Client and Consultant, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, that, except for breach of Article VII by Consultant, Consultant's total aggregate liability under or relating to this Agreement for any cause of action, including contract, tort and otherwise, shall not exceed the sum of amounts actually paid to Consultant under this Agreement. The limitations of liability set forth in this Article VIII and exclusion of certain damages shall apply regardless of the success or effectiveness of any of the exclusive remedies provided for under this Agreement. Any action against Consultant must be brought within twelve (12) months after the cause of action arises.

IN WITNESS WHEREOF, this Agreement has been executed on the Effective Date.

CONSULTANT:

CLIENT:

Cooperative Strategies, LLC

**Rancho Santiago Community College
District**

By:  _____
Larry Ferchaw
Partner

By: _____

Date: 7/5/2018 _____

Date: _____

S:\Proposals\Working Documents\California\Finance\Redevelopment\SY1819\Rancho Santiago
CCD\RanchSantiagoCCD_REDEV_Agreement_20180605.docx

EXHIBIT A

STATEMENT OF WORK

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT REDEVELOPMENT SERVICES

Cooperative Strategies, LLC shall provide redevelopment consulting services to Rancho Santiago Community College District ("District" or "Client"). Such services shall consist of annually auditing redevelopment pass-through payments in fiscal years 2018/2019 through 2022/2023. In each fiscal year, Cooperative Strategies shall provide auditing services for the preceding fiscal year. The specific tasks to be performed under this Statement of Work include the following:

ACTIVITY I. COLLECT DATA

Task 1 Collect Annual Data

This task involves collecting and reviewing annual from the County for each Redevelopment Project Area. Such data will include, but not be limited to, assessed valuation, tax rate areas, and tax rates.

Task 2 Gather New and Amended Documentation

This task involves gathering and reviewing new and amended documentation from each given redevelopment agency for the Redevelopment Project Areas. Such documentation may include, but not be limited to redevelopment plans, ordinances, and project area maps.

Task 3 Confirm Time Limitations

This task involves confirming the initial and/or adjusted time limitations for the Redevelopment Project Areas. Cooperative Strategies shall confirm the time frames for (i) commencement of pass-through payments to the District from each redevelopment agency and (ii) extensions of the termination of pass-through payments.

ACTIVITY II. CALCULATIONS AND PROJECTIONS

Task 4 Calculate Expected Pass-Through Payment(s)

This task involves calculating the owed pass-through payment for the Redevelopment Project Areas. Cooperative Strategies shall use data/documentation obtained in Tasks 1 through 3 to calculate the pass-through payment owed to the District from each redevelopment agency.

Task 5 **Update Projected Future Tax Increment**

This task involves updating projected future tax increment receipts using data/documentation obtained in Tasks 1 through 3. Unless otherwise specified, such projections will assume an annual assessed value growth assumption of two (2) -percent.

Task 6 **Audit Remittances**

This task involves auditing remittances of pass-through payments to the District from each redevelopment agency. Cooperative Strategies shall collect pass-through payment records from the District and sort the records by the Redevelopment Project Areas.

Task 7 **Perform Comparisons**

This task involves comparing the expected pass-through payments calculated in Task 4 with the audited remittances in Task 6. Cooperative Strategies shall determine if each redevelopment agency has remitted the correct amount to the District for the Redevelopment Project Areas.

Task 8 **Confirm Payment Apportionments**

This task involves confirming the apportionment requirements of pass-through payments received by the District for the Redevelopment Project Areas. To confirm the payment apportionments, Cooperative Strategies will rely on applicable statutory provisions required by California redevelopment law and legal counsel retained by the District.

ACTIVITY III. RESEARCH AND REPORTING OF FINDINGS

Task 9 **Verify Reporting Requirements**

This task involves researching and verifying the revenue limit requirements of pass-through payments received by the District from the Redevelopment Project Areas. Cooperative Strategies will rely on applicable statutory provisions required by California redevelopment law and legal counsel retained by the District to confirm the reporting requirements.

Task 10 **Research New Redevelopment Laws and Statutes**

This task involves researching new redevelopment laws and statutes that affect Tasks 4, 8, and 9. Research of laws and statutes will include, but not be limited to, health and safety code, education code, assembly bills, senate bills, and case law. Assistance may be needed from legal counsel retained by the District.

Task 11 **Update Report**

This task involves updating the summary report for the Redevelopment Project Areas.

Task 12 **Update Redevelopment Portal**

This task involves updating the last redevelopment portal previously delivered to the District.

Task 13 **Meeting with Staff**

This task involves meeting with the staff of the District to review and discuss findings and updates from Tasks 1 through 12.

EXHIBIT B

FEE SCHEDULE

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
REDEVELOPMENT SERVICES**

The proposed budget for services performed by Cooperative Strategies for Rancho Santiago Community College District ("District" or "Client") under the Statement of Work shall be a flat fee of \$20,500 (plus expenses) per fiscal year for fiscal years 2018/2019 through 2022/2023.

Client Shall make two payments per year instead of monthly payments as listed in Section 3.3 of the Agreement for Consulting Services. Such payments shall occur on or after July 1 and January 1 of each fiscal year.

In addition to fees for services, the Client shall reimburse Cooperative Strategies for out of pocket expenses. Payments are due upon presentation of invoice. Cooperative Strategies may stop work if payments are not made within 45 days of presentation of invoice.

S:\Proposals\Working Documents\California\Finance\Redevelopment\SY1819\Rancho Santiago CCD\RanchSantiagoCCD_REDEV_Agreement_20180702.docx

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

To:	Board of Trustees	Date: July 16, 2018
Re:	Adoption of Resolution No. 18-16 – Separate Bank and Investment Accounts	
Action:	Request for Adoption	

BACKGROUND

Pursuant to Education Code §84030 and §84040 and in accordance with §58311 of Title 5 of the California Code of Regulations, it is the intent of the Legislature, Board of Governors, and the State Chancellor’s Office to encourage sound fiscal management practices among community college districts to facilitate the most efficient and effective use of monies under district control. To that end, the Board of Governors has recognized districts need to maintain authorized bank accounts for certain types of district/college functions and activities. Accordingly, the governing board of any community college district may, for the purpose of expediting business service transactions and in accordance with sound business practices, establish separate bank accounts.

In addition, the governing board of any community college district may establish clearing accounts for the deposit and subsequent withdrawal of any miscellaneous receipts. All monies in any such account shall be paid into the appropriate county treasury within a reasonable time period. Also, pursuant to Education Code §42800, the governing board of a community college district may establish a revolving cash fund account for the payment of services, material purchases, and supplemental salary payments when it has been determined that an error has been made in calculating or reporting employee payrolls.

ANALYSIS

Due to the change of banks for several of our accounts to Farmers & Merchants Bank, a number of leadership changes this fiscal year and in order to adequately safeguard and manage District assets, the District has verified and updated all bank and investment accounts and prepared the attached resolution to establish and maintain these accounts with the most current information as required. The accounts within the attached resolution are the only recognized and authorized District and Foundation accounts. This resolution will be kept on file with the Orange County Auditor-Controller and will be brought to the Board for any updates on a regular basis.

RECOMMENDATION

It is recommended that the Board of Trustees adopt Resolution No. 18-16, Separate Bank and Investment Accounts as presented.

Fiscal Impact:	Not applicable	Board Date: July 16, 2018
Prepared by:	Adam M. O’Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

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

Resolution Regarding Separate Bank and Investment Accounts

Resolution No. 18-16

WHEREAS, the Board of Trustees finds there is a need to establish and maintain separate bank, investment, clearing and revolving accounts; and,

WHEREAS, pursuant to the California Community College Budget and Accounting Manual as authorized by Education Code §84030 and §84040 and in accordance with §58311 of Title 5 of the California Code of Regulations, the Board of Trustees is authorized to establish such accounts; and,

WHEREAS, Education Code §42800 requires the governing board to adopt a resolution setting forth the need for a revolving fund and the officers authorized to sign checks from the revolving fund; and,

WHEREAS, the Board of Trustees hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of §16429.1 of the Government Code for the purpose of investment as stated therein is in the best interest of the district.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees authorizes a general revolving cash fund in the amount of \$100,000; and,

BE IT FURTHER RESOLVED that the Board of Trustees authorizes the deposit and withdrawal of monies in the Local Agency Investment Fund in the State Treasury in accordance with provisions of §16429.1 of the Government Code for the purpose of investment as stated therein; and,

BE IT FURTHER RESOLVED that the accounts and custodians/account signers listed are duly authorized and approved.

Rancho Santiago Community College District

Bank Name:	Wells Fargo Bank
Account #:	9600058619
Account Name:	County of Orange - Department of Education_Accounts Payable

Purpose of Account: This is the OCDE commercial checking account used to issue our Accounts Payable checks under Fiscal Accountability

Authorized Signatures: Peter J. Hardash Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services
(Disbursing Officer)

1 Bank Name/Address: **Bank of the West**
103 E Memory Lane
Santa Ana, CA 92705
(714) 285-4500

Account #: 748-009156
(LEGACY ACCOUNT TO BE CLOSED AFTER ALL ITEMS CLEAR)

Account Name: Rancho Santiago Community College District

Type: Business Interest Checking Depository Account

Purpose of Account: Serves as depository clearing account for all cash received for the general, capital outlay projects, child development, student fees, self-insurance and retiree benefit fund and other cash receipts. A check is written to the OC Treasurer to transfer funds to the commingle investment fund.

Authorized Signatures: R. Raul Rodriguez Chancellor
Enrique Perez Vice Chancellor
Peter J. Hardash Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services

Signatures Required: 2 live signatures

2 Bank Name/Address: **Farmers & Merchants Bank**
5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378

Account #: 6073204 and 6073026

Account Name: Rancho Santiago Community College District Depository Clearing

Type: Business Checking and Interest Sweep Accounts

Purpose of Account: Serves as depository clearing account for all cash received for the general, capital outlay projects, child development, student fees, self-insurance and retiree benefit fund and other cash receipts. A check is written to the OC Treasurer to transfer funds to the commingle investment fund.

Authorized Signatures: R. Raul Rodriguez Chancellor
Tracie Green Vice Chancellor
Enrique Perez Vice Chancellor
Peter J. Hardash Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services

Signatures Required: 2 live signatures

3 Bank Name/Address: **Farmers & Merchants Bank**
5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378

Account #: 6073212 and 6073034

Account Name: Rancho Santiago Community College District - Santiago Canyon College Veterans Payment

Type: Business Checking and Interest Sweep Accounts

Purpose of Account: This account was set up for the Department of Veteran Affairs (VA) to deposit payments to our school for the Post 9/11 GI Bill Program for our VA students. Title 31 section 3332 of the United States Code requires all federal payments be made by electronic funds transfer (EFT) and there are no exceptions at this point. An individual checking account was set up for each of the colleges and this account will be reconciled by the Accounting department as well as Cashiering.

Authorized Signatures: R. Raul Rodriguez Chancellor
Tracie Green Vice Chancellor
Enrique Perez Vice Chancellor
Peter J. Hardash Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services

Signatures Required: 1 live signature

4 Bank Name/Address: **Farmers & Merchants Bank**
5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378

Account #: 6073220 and 607342
Account Name: Rancho Santiago Community College District - Santa Ana College Veterans Payment
Type: Business Checking and Interest Sweep Accounts
Purpose of Account: This account was set up for the Department of Veteran Affairs (VA) to deposit payments to our school for the Post 9/11 GI Bill Program for our VA students. Title 31 section 3332 of the United States Code requires all federal payments be made by electronic funds transfer (EFT) and there are no exceptions at this point. An individual checking account was set up for each of the colleges and this account will be reconciled by the Accounting department as well as Cashiering.

Authorized Signatures: R. Raul Rodriguez Chancellor
Tracie Green Vice Chancellor
Enrique Perez Vice Chancellor
Peter J. Hardash Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services
Signatures Required: 1 live signature

5 Bank Name/Address: **Bank of the West**
103 E Memory Lane
Santa Ana, CA 92705
(714) 285-4500

Account #: 748-009149
(LEGACY ACCOUNT TO BE CLOSED AFTER ALL ITEMS CLEAR)

Account Name: Rancho Santiago Community College District - Don Bookstore

Type: Business Interest Checking Account

Purpose of Account: Bookstore Fund Income/Expenses.

Authorized Signatures: R. Raul Rodriguez Chancellor
Enrique Perez Vice Chancellor
Peter J. Hardash Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services

Signatures Required: 1 Facsimile and 1 live signature

6 Bank Name/Address: **Farmers & Merchants Bank**
5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378

Account #: 6073239 and 6073050
Account Name: Santa Ana College - Bookstore
Type: Business Checking and Interest Sweep Accounts
Purpose of Account: Bookstore Fund Income/Expenses.
Authorized Signatures: R. Raul Rodriguez Chancellor
Enrique Perez Vice Chancellor
Peter J. Hardash Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services
Simon B. Hoffman Interim Vice President Admin Services

Signatures Required: 1 Facsimile and 1 live signature

7 Bank Name/Address: **Farmers & Merchants Bank**
5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378

Account #: 6073247 and 6073069
Account Name: Santiago Canyon College - Bookstore
Type: Business Checking and Interest Sweep Accounts
Purpose of Account: Bookstore Fund Income/Expenses.
Authorized Signatures: R. Raul Rodriguez Chancellor
Enrique Perez Vice Chancellor
Peter J. Hardash Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services
Arleen Satele Vice President Admin Services

Signatures Required: 1 Facsimile and 1 live signature

8 Bank Name/Address: **Bank of the West**
103 E Memory Lane
Santa Ana, CA 92705
(714) 285-4500

Account #: 030-928010
(LEGACY ACCOUNT TO BE CLOSED AFTER ALL ITEMS CLEAR)

Account Name: Rancho Santiago Community College District - Student Representation Fee Fund

Type: Business Checking Account
Purpose of Account: The Student Representation Fee is used by the Associated Student Government (ASG) to represent the view of students with governmental agencies.

Authorized Signatures: R. Raul Rodriguez Chancellor
Enrique Perez Vice Chancellor
Peter J. Hardash Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services
Arleen Satele Vice President Admin Services

Signatures Required: 1 live signature

9 Bank Name/Address: **Farmers & Merchants Bank**
5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378

Account #: 6073271 and 6073077

Account Name: Santa Ana College - Student Representation Fee Fund

Type: Business Checking and Interest Sweep Accounts
Purpose of Account: The Student Representation Fee is used by the Associated Student Government (ASG) to represent the view of students with governmental agencies.

Authorized Signatures: R. Raul Rodriguez Chancellor
Enrique Perez Vice Chancellor
Peter J. Hardash Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services
Simon B. Hoffman Interim Vice President Admin Services

Signatures Required: 1 live signature

10 Bank Name/Address: **Farmers & Merchants Bank**
5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378

Account #: 6073298 and 6073085

Account Name: Santiago Canyon College - Student Representation Fee Fund

Type: Business Checking and Interest Sweep Accounts

Purpose of Account: The Student Representation Fee is used by the Associated Student Government (ASG) to represent the view of students with governmental agencies.

Authorized Signatures: R. Raul Rodriguez Chancellor
Enrique Perez Vice Chancellor
Peter J. Hardash Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services
Arleen Satele Vice President Admin Services

Signatures Required: 1 live signature

11 Bank Name/Address: **Bank of the West**
103 E Memory Lane
Santa Ana, CA 92705
(714) 285-4500

Account #: 748-009222

(LEGACY ACCOUNT TO BE CLOSED AFTER ALL ITEMS CLEAR)

Account Name: Rancho Santiago Community College District - Associated Students Fund

Type: Business Interest Checking Account

Purpose of Account: Associated Student Government Fund Income/Expenses.

Authorized Signatures: R. Raul Rodriguez Chancellor
Enrique Perez Vice Chancellor
Peter J. Hardash Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services
Arleen Satele Vice President Admin Services

Signatures Required: 1 Facsimile and 1 live signature

12 Bank Name/Address: **Farmers & Merchants Bank**
5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378

Account #: 6073301 and 6073093

Account Name: Santa Ana College - Associated Students Fund

Type: Business Checking and Interest Sweep Accounts

Purpose of Account: Associated Student Government Fund Income/Expenses.

Authorized Signatures: R. Raul Rodriguez Chancellor

Enrique Perez Vice Chancellor
Peter J. Hardash Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services
Simon B. Hoffman Interim Vice President Admin Services

Signatures Required: 1 Facsimile and 1 live signature

13 Bank Name/Address: **Farmers & Merchants Bank**
5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378

Account #: 748-009222
Account Name: Santiago Canyon College - Associated Students Fund
Type: Business Checking and Interest Sweep Accounts
Purpose of Account: Associated Student Government Fund Income/Expenses.

Authorized Signatures: R. Raul Rodriguez Chancellor
Enrique Perez Vice Chancellor
Peter J. Hardash Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services
Arleen Satele Vice President Admin Services

Signatures Required: 1 Facsimile and 1 live signature

14 Bank Name/Address: **Bank of the West**
103 E Memory Lane
Santa Ana, CA 92705
(714) 285-4500

Account #: 748-009255
(LEGACY ACCOUNT TO BE CLOSED AFTER ALL ITEMS CLEAR)

Account Name: Rancho Santiago Community College District - Community Education Fund

Type: Business Interest Checking Account
Purpose of Account: Community Education Fund Income/Expenses.

Authorized Signatures: R. Raul Rodriguez Chancellor
Enrique Perez Vice Chancellor
Peter J. Hardash Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services
Arleen Satele Vice President Admin Services

Signatures Required: 1 Facsimile and 1 live signature

15 Bank Name/Address: **Farmers & Merchants Bank**
5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378

Account #: 6073336 and 6073115
Account Name: Santa Ana College - Community Education Fund
Type: Business Checking and Interest Sweep Accounts
Purpose of Account: Community Education Fund Income/Expenses.
Authorized Signatures: R. Raul Rodriguez Chancellor
Enrique Perez Vice Chancellor
Peter J. Hardash Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services
Simon B. Hoffman Interim Vice President Admin Services

Signatures Required: 1 Facsimile and 1 live signature

16 Bank Name/Address: **Farmers & Merchants Bank**
5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378

Account #: 6073344 and 6073123
Account Name: Santiago Canyon College - Community Education Fund
Type: Business Checking and Interest Sweep Accounts
Purpose of Account: Community Education Fund Income/Expenses.
Authorized Signatures: R. Raul Rodriguez Chancellor
Enrique Perez Vice Chancellor
Peter J. Hardash Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services
Arleen Satele Vice President Admin Services

Signatures Required: 1 Facsimile and 1 live signature

17 Bank Name/Address: **Bank of the West**
103 E Memory Lane
Santa Ana, CA 92705
(714) 285-4500

Account #: 748-004009

(LEGACY ACCOUNT TO BE CLOSED AFTER ALL ITEMS CLEAR)

Account Name: Rancho Santiago Community College District - Diversified Agency Fund
Type: Business Interest Checking Account
Purpose of Account: Serves as a depository for clubs, organizations, and affiliates where the district acts as the fiscal agent for the organizations. The fund includes pass-through activities in which the district collects fees and makes payments on behalf of the students and the organizations.

Authorized Signatures: R. Raul Rodriguez Chancellor
Enrique Perez Vice Chancellor
Peter J. Hardash Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services
Arleen Satele Vice President Admin Services

Signatures Required: 1 Facsimile and 1 live signature

18 Bank Name/Address: **Farmers & Merchants Bank**
5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378

Account #: 6073352 and 6073131
Account Name: Santa Ana College - Diversified Agency Fund
Type: Business Checking and Interest Sweep Accounts
Purpose of Account: Serves as a depository for clubs, organizations, and affiliates where the district acts as the fiscal agent for the organizations. The fund includes pass-through activities in which the district collects fees and makes payments on behalf of the students and the organizations.

Authorized Signatures: R. Raul Rodriguez Chancellor
Enrique Perez Vice Chancellor
Peter J. Hardash Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services
Simon B. Hoffman Interim Vice President Admin Services

Signatures Required: 1 Facsimile and 1 live signature

19 Bank Name/Address: **Farmers & Merchants Bank**
 5101 Lakewood Blvd.
 Lakewood, CA 90712
 (562) 602-8378

Account #: 6073360 and 6073158
 Account Name: Santiago Canyon College - Diversified Agency Fund
 Type: Business Checking and Interest Sweep Accounts
 Purpose of Account: Serves as a depository for clubs, organizations, and affiliates where the district acts as the fiscal agent for the organizations. The fund includes pass-through activities in which the district collects fees and makes payments on behalf of the students and the organizations.

Authorized Signatures: R. Raul Rodriguez Chancellor
 Enrique Perez Vice Chancellor
 Peter J. Hardash Vice Chancellor
 Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services
 Arleen Satele Vice President Admin Services

Signatures Required: 1 Facsimile and 1 live signature

20 Bank Name/Address: **Bank of the West**
 103 E Memory Lane
 Santa Ana, CA 92705
 (714) 285-4500

Account #: 748-009180
 (LEGACY ACCOUNT TO BE CLOSED AFTER ALL ITEMS CLEAR)

Account Name: Rancho Santiago Community College District - Diversified Trust Fund
 Type: Business Interest Checking Account
 Purpose of Account: Serves as a depository for Auxiliary sales and commission revenues; entertainment ticket sales, bus pass sales and funding for athletic teams, college and district programs.

Authorized Signatures: R. Raul Rodriguez Chancellor
 Enrique Perez Vice Chancellor
 Peter J. Hardash Vice Chancellor
 Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services
 Arleen Satele Vice President Admin Services

Signatures Required: 1 Facsimile and 1 live signature

21 Bank Name/Address: **Farmers & Merchants Bank**
5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378

Account #: 6073379 and 6073166
Account Name: Santa Ana College - Diversified Trust Fund
Type: Business Checking and Interest Sweep Accounts
Purpose of Account: Serves as a depository for Auxiliary sales and commission revenues; entertainment ticket sales, bus pass sales and funding for athletic teams, college and district programs.

Authorized Signatures: R. Raul Rodriguez Chancellor
Enrique Perez Vice Chancellor
Peter J. Hardash Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services
Simon B. Hoffman Interim Vice President Admin Services

Signatures Required: 1 Facsimile and 1 live signature

22 Bank Name/Address: **Farmers & Merchants Bank**
5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378

Account #: 6073387 and 6073174
Account Name: Santiago Canyon College - Diversified Trust Fund
Type: Business Checking and Interest Sweep Accounts
Purpose of Account: Serves as a depository for Auxiliary sales and commission revenues; entertainment ticket sales, bus pass sales and funding for athletic teams, college and district programs.

Authorized Signatures: R. Raul Rodriguez Chancellor
Enrique Perez Vice Chancellor
Peter J. Hardash Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services
Arleen Satele Vice President Admin Services
Syed Rizvi Vice President Student Services

Signatures Required: 1 Facsimile and 1 live signature

23 Bank Name/Address: **Wells Fargo Bank**
2700 N Main St
Santa Ana, CA 92705
(714) 973-3636

Account #: 034-4063961

(LEGACY ACCOUNT TO BE CLOSED AFTER ALL ITEMS CLEAR)

Account Name: Rancho Santiago Community College District Federal Programs

Type: Basic Business Checking Public Funds

Purpose of Account: Serves as depository for all electronic fund transfers for all federal programs.

Authorized Signatures: R. Raul Rodriguez Chancellor
Enrique Perez Vice Chancellor
Peter J. Hardash Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services

Signatures Required: 2 live signatures

24 Bank Name/Address: **Farmers & Merchants Bank**
5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378

Account #: 6073395 and 6073182

Account Name: Rancho Santiago Community College District Federal Programs

Type: Business Checking and Interest Sweep Accounts

Purpose of Account: Serves as depository for all electronic fund transfers for all federal programs.

Authorized Signatures: R. Raul Rodriguez Chancellor
Tracie Green Vice Chancellor
Enrique Perez Vice Chancellor
Peter J. Hardash Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services

Signatures Required: 2 live signatures

- 25 Bank Name/Address: **Farmers & Merchants Bank**
5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378
- Account #: 607349 and 6073190
Account Name: Rancho Santiago Community College District Revolving Funds
- Type: Business Checking and Interest Sweep Accounts
Purpose of Account: A special \$100,000 fund established to meet the district's emergency cash needs for payroll and other purposes. Replenishment of fund is usually done once a month.
- Authorized Signatures: R. Raul Rodriguez Chancellor
Tracie Green Vice Chancellor
Enrique Perez Vice Chancellor
Peter J. Hardash Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services
- Signatures Required: 1 live signature
- 26 Bank Name/Address: **Wells Fargo Bank**
16550 Bloomfield Ave.
Cerritos, CA 90703
(800) 289-3557
- Account #: 4123-586257
Account Name: Rancho Santiago Community College District Alliance of Schools for Cooperative Insurance Program
- Type: Business Checking Account
Purpose of Account: Property and Liability Fund \$25,000 imprest account maintained on our behalf by ASCIP, and used to pay claims.
- Authorized Signatures: Fritz Heirich Chief Executive Officer
Russell O'Donnell Chief Operating Officer
Lynn Truong Chief Financial Officer
Jo Ann Sprague Liability Claims Manager
- Signatures Required: 1 live signature

27 Bank Name/Address: **Wells Fargo Bank**
16550 Bloomfield Ave.
Cerritos, CA 90703
(503) 886-3341

Account #: 4126026483

Account Name: Rancho Santiago Community College District – CorVel Corp as Agent

Type: Wholesale Checking Account

Purpose of Account: Workers’ Compensation Fund \$10,000 imprest account maintained on our behalf by Corvel Corporation, and used to pay claims.

Authorized Signatures: Richard Schweppe Chief Financial Officer

Signatures Required: 1 live signature

28 Bank Name/Address: **BankMobile, Subsidiary of Customers Bank**
1015 Penn Avenue
Wyomissing, PA 19610

Account #: 1132024588

Account Name: Rancho Santiago Community College District - BankMobile Disbursements as Agent

Type: Student Financial Aid Manual Checks

Purpose of Account: Both colleges use BankMobile for student financial aid disbursements. The majority of disbursements are issued by BankMobile through ACH or paper checks depending on each student’s preference selection. However, a limited amount of check stock is also provided to the college financial aid offices to enable them to issue paper checks instantly as may be necessary to comply with the U.S. Department of Education’s cash management regulations. A manual check can only be issued to a student who has not yet made a refund preference selection and has a current payment pending for which BankMobile has already received data and funds from the District through the regular financial aid disbursement process.

Authorized Signatures: Robert Manson Assoc. Dean of Financial Aid

Sheena Tran Asst. Dean Financial Aid, Scholarships

Signatures Required: 1 live signature and an authorization code provided by Adam O'Connor, Asst. Vice Chancellor, Fiscal Services, or Erika Almaraz, Fiscal Services Manager

29 Investment Name: **Local Agency Investment Fund**
State of California
State Treasurer's Office

Address: PO Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

Account #: 75-30-010

Account Name: Rancho Santiago Community College District

Type: Investment Fund

Purpose of Account: Retiree Benefit fund (part) and short term investment pool.

Authorized Signatures: R. Raul Rodriguez Chancellor
Peter J. Hardash Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services

Signatures Required: 2 (typically phone in and must provide password)

District Foundation Accounts

30 Bank Name/Address: **SchoolsFirst Federal Credit Union**
P. O. Box 11547
Santa Ana, CA 92711-1547
(714) 258-4000

Account #: 103478-01

Account Name: Rancho Santiago Community College District Foundation

Type: Savings Account

Purpose of Account: This serves as a depository for all donations received for fundraising events, programs and grants for the District Foundation. This earns higher interest rate and withdrawals are made only for immediate need of the District Foundation.

Authorized Signatures: R. Raul Rodriguez Chancellor
Enrique Perez Vice Chancellor
Peter J. Hardash Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services

Signatures Required: 2

31 Bank Name/Address: **SchoolsFirst Federal Credit Union**
P. O. Box 11547
Santa Ana, CA 92711-1547
(714) 258-4000

Account #: 103478-06
Account Name: Rancho Santiago Community College District Foundation
Type: Money Market Account
Purpose of Account: This serves as a depository related to upcoming investments or sale of investments of the District Foundation. This usually yields a higher rate of return and withdrawals are made only for immediate need of the District Foundation.

Authorized Signatures: R. Raul Rodriguez Chancellor
Enrique Perez Vice Chancellor
Peter J. Hardash Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services

Signatures Required: 2

32 Bank Name/Address: **SchoolsFirst Federal Credit Union**
P. O. Box 11547
Santa Ana, CA 92711-1547
(714) 258-4000

Account #: 103478-76
Account Name: Rancho Santiago Community College District Foundation
Type: Checking Account
Purpose of Account: This serves as a depository for all donations received by the District Foundation for fundraising events, programs and grants. Disbursements of expenditures are made for operating expenses and distribution of proceeds of the fundraising events to affiliated Foundations.

Authorized Signatures: R. Raul Rodriguez Chancellor
Enrique Perez Vice Chancellor
Peter J. Hardash Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services

Signatures Required: 2

- 33 Bank Name/Address: **Union Bank**
500 South Main Street
Orange, CA 92868
(714) 565-5500
- Account #: 53050928
Account Name: Rancho Santiago Community College District Foundation
Type: Business Value Checking
Purpose of Account: This account offers wider range of banking services including international bank wires.
- Authorized Signatures: R. Raul Rodriguez Chancellor
Enrique Perez Vice Chancellor
Peter J. Hardash Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services
- Signatures Required: 1
- 34 Bank Name/Address: **Farmers & Merchants Bank**
5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378
- Account #: 6073905
Account Name: Rancho Santiago Community College District Foundation
Type: Business Checking
Purpose of Account: This serves as a depository for all donations received by the District Foundation for fundraising events, programs and grants as well as upcoming investments or sale of investments. Disbursements of expenditures are made for operating expenses and distribution of proceeds of the fundraising events to affiliated Foundations.
- Authorized Signatures: R. Raul Rodriguez Chancellor
Enrique Perez Vice Chancellor
Peter J. Hardash Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services
- Signatures Required: 2
- 35 Bank Name/Address: **Morgan Stanley Smith Barney, LLC**
660 Newport Center Drive
Suite #110
Newport Beach, CA 92660
(949) 717-5300

Account #: 714-212540-037
Account Name: RSCCD Foundation
Type: Investment Account
Purpose of Account: Long Term investment accounts that hold unrestricted funds and programmatic funds.
Authorized Signatures: Peter J. Hardash Vice Chancellor
Signatures Required: Phone call and password

Santa Ana College Foundation Accounts

36 Bank Name/Address: **Citizens Business Bank**
2000 E. 4th Street, Suite 100
Santa Ana, CA 92706
(714) 967-7222

Account #: 30424670
Account Name: Santa Ana College Foundation
Type: Checking Account
Purpose of Account: Serves as a depository account for all donor contributions and for disbursements for the expenses incurred. Any amount above \$200,000 in any given month gets transferred to interest account # 7006

Authorized Signatures: Linda D. Rose President
Christina Romero Foundation Director
Simon B. Hoffman Interim Vice President, Admin Services
Vaniethia Hubbard Vice President, Student Services
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services

Signatures Required: 2

37 Bank Name/Address: **Citizens Business Bank**
2000 E. 4th Street, Suite 100
Santa Ana, CA 92706
(714) 967-7222

Account #: 7006
Account Name: Santa Ana College Foundation
Type: Interest Account/Sweep Account

Purpose of Account: Excess funds of \$200,000 in checking account #030424670 get transferred to this account for interest purposes.

Authorized Signatures: Linda D. Rose President
Christina Romero Foundation Director
Simon B. Hoffman Interim Vice President, Admin Services
Vaniethia Hubbard Vice President, Student Services
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services

Signatures Required: Phone call and password

38 Bank Name/Address: **Payden & Rygel**
333 South Grand Ave
Los Angeles, CA 90071
(213) 625-1900

Manager: Gerard Tamparong

Account #: 3417-0467

Account Name: Santa Ana College Foundation/Title V

Type: Investment Account

Purpose of Account: Long Term investment account that holds Title V Endowment Funds. Investment firm follows Foundation Investment Policy.

Authorized Signatures: Linda D. Rose President
Simon B. Hoffman Interim Vice President, Admin Services
Vaniethia Hubbard Vice President, Student Services
Christina Romero Foundation Director

Signatures Required: Phone call and password

39 Bank Name/Address: **Payden & Rygel**
333 South Grand Ave
Los Angeles, CA 90071
(213) 625-1900

Manager: Gerard Tamparong

Account #: 4761-8718

Account Name: Santa Ana College Foundation/Restricted

Type: Investment Account

Purpose of Account: Long Term investment account that holds Planetarium, Athletic Hall of Fame & Comi Roger Funds. Investment firm follows Foundation Investment Policy.

Authorized Signatures: Linda D. Rose President
Simon B. Hoffman Interim Vice President, Admin Services
Vaniethia Hubbard Vice President, Student Services
Christina Romero Foundation Director

Signatures Required: Phone call and password

40 Bank Name/Address: **Payden & Rygel**
333 South Grand Ave
Los Angeles, CA 90071
(213) 625-1900

Manager: Gerard Tamparong

Account #: 7095-5099

Account Name: Santa Ana College Foundation/General Scholarship

Type: Investment Account

Purpose of Account: Long Term investment account that holds invested and endowed scholarship funds. Investment firm follows Foundation Investment Policy.

Authorized Signatures: Linda D. Rose President
Simon B. Hoffman Interim Vice President, Admin Services
Vaniethia Hubbard Vice President, Student Services
Christina Romero Foundation Director

Signatures Required: Phone call and password

41 Bank Name/Address: **Payden & Rygel**
333 South Grand Ave
Los Angeles, CA 90071
(213) 625-1900

Manager: Gerard Tamparong

Account #: 4855-5996

Account Name: Santa Ana College Foundation/Unrestricted

Type: Investment Account

Purpose of Account: Long Term investment account that holds unrestricted funds inclusive of but not limited to funds raised via President's Circle and Pageant of the Trees. Investment firm follows Foundation Investment Policy.

Authorized Signatures: Linda D. Rose President
Simon B. Hoffman Interim Vice President, Admin Services
Vaniethia Hubbard Vice President, Student Services
Christina Romero Foundation Director

Signatures Required: Phone call and password

42 Bank Name/Address: **Payden & Rygel**
333 South Grand Ave
Los Angeles, CA 90071
(213) 625-1900

Manager: Gerard Tamparong

Account #: 5725-8530

Account Name: Santa Ana College Foundation/Centennial Scholarship Endowment

Type: Investment Account

Purpose of Account: Long Term investment account that holds all endowed scholarship funds established along with the Centennial Scholarship Campaign. Investment firm follows Foundation Investment Policy.

Authorized Signatures: Linda D. Rose President
Simon B. Hoffman Interim Vice President, Admin Services
Vaniethia Hubbard Vice President, Student Services
Christina Romero Foundation Director

Signatures Required: Phone call and password

43 Bank Name/Address: **Payden & Rygel**
333 South Grand Ave
Los Angeles, CA 90071
(213) 625-1900

Manager: Gerard Tamparong

Account #: 3707-5476

Account Name: Santa Ana College Foundation/Unrestricted Special Projects

Type: Investment Account

Purpose of Account: Long Term investment account that holds unrestricted funds received from the maturing of the RSCCD endowment. These funds are to be used for capacity building/growth. Investment firm follows Foundation Investment Policy.

Authorized Signatures: Linda D. Rose President
Simon B. Hoffman Interim Vice President, Admin Services
Vaniethia Hubbard Vice President, Student Services
Christina Romero Foundation Director

Signatures Required: Phone call and password

44 Bank Name/Address: **Payden & Rygel**
333 South Grand Ave
Los Angeles, CA 90071
(213) 625-1900

Manager: Gerard Tamparong

Account #: 7770-5757

Account Name: Santa Ana College Foundation/Early College Endowment Funds

Type: Investment Account

Purpose of Account: Long Term investment account that holds Early College Endowment Funds received from the State Award for Innovation grant. Investment firm follows Foundation Investment Policy.

Authorized Signatures: Linda D. Rose President
Simon B. Hoffman Interim Vice President, Admin Services
Vaniethia Hubbard Vice President, Student Services
Christina Romero Foundation Director

Signatures Required: Phone call and password

45 Bank Name/Address: **Payden & Rygel**
333 South Grand Ave
Los Angeles, CA 90071
(213) 625-1900

Manager: Gerard Tamparong

Account #: 4101-6112

Account Name: Santa Ana College Foundation/Parent Education Program

Type: Investment Account

Purpose of Account: Long Term investment account that holds Parent Education Endowment Funds received from the State Award for Innovation grant. Investment firm follows Foundation Investment Policy.

Authorized Signatures: Linda D. Rose President
Simon B. Hoffman Interim Vice President, Admin Services
Vaniethia Hubbard Vice President, Student Services
Christina Romero Foundation Director

Signatures Required: Phone call and password

46 Bank Name/Address: **Payden & Rygel**
333 South Grand Ave
Los Angeles, CA 90071
(213) 625-1900

Manager: Gerard Tamparong

Account #: 5871-0867

Account Name: Santa Ana College Foundation/Innovation Awards Scholarship Fund

Type: Investment Account

Purpose of Account: Long Term investment account that holds Innovation Awards Scholarship Funds received from the State Award for Innovation grant. Investment firm follows Foundation Investment Policy.

Authorized Signatures: Linda D. Rose President
Simon B. Hoffman Interim Vice President, Admin Services
Vaniethia Hubbard Vice President, Student Services
Christina Romero Foundation Director

Signatures Required: Phone call and password

47 Bank Name/Address: **SchoolsFirst Federal Credit Union**
P. O. Box 11547
Santa Ana, CA 92711-1547
(714) 258-4000

Account #: 66102-01

Account Name: Santa Ana College Foundation

Type: Savings/Regular Share Account

Purpose of Account: Deposited \$5.00 into this account when the checking account was opened. It is the credit union requirement to have this account open at all times.

Authorized Signatures: Linda D. Rose President
Simon B. Hoffman Interim Vice President, Admin Services
Vaniethia Hubbard Vice President, Student Services
Christina Romero Foundation Director

Signatures Required: Phone call and password

48 Bank Name/Address: **SchoolsFirst Federal Credit Union**
P. O. Box 11547
Santa Ana, CA 92711-1547
(714) 258-4000

Account #: 66102-06
Account Name: Santa Ana College Foundation
Type: Liquid Advantage Money Market
Purpose of Account: To hold General Operating Unrestricted Funds for short-term investment.

Authorized Signatures: Linda D. Rose President
Simon B. Hoffman Interim Vice President, Admin Services
Vaniethia Hubbard Vice President, Student Services
Christina Romero Foundation Director

Signatures Required: Phone call and password

49 Bank Name/Address: **SchoolsFirst Federal Credit Union**
P. O. Box 11547
Santa Ana, CA 92711-1547
(714) 258-4000

Account #: 66102-75
Account Name: Santa Ana College Foundation
Type: Investment Checking
Purpose of Account: Serves as a secondary depository account for donor contributions and disbursements. The primary checking account is held with Citizens Business Bank.

Authorized Signatures: Linda D. Rose President
Simon B. Hoffman Interim Vice President, Admin Services
Vaniethia Hubbard Vice President, Student Services
Christina Romero Foundation Director

Signatures Required: 2

50 Bank Name/Address: **Comunidad Latina Federal Credit Union**
1317 W. Warner
Santa Ana, CA 92704
(714) 754-7675

Account #: 11538-01
Account Name: Santa Ana College Foundation
Type: Regular Savings Share
Purpose of Account: Deposited \$1.00 to this account when the cd account was opened. It is the credit union requirement to have this account open at all times.

Authorized Signatures: Simon B. Hoffman Interim Vice President, Admin Services
Christina Romero Foundation Director

Signatures Required: Phone call and password

51 Bank Name/Address: **Comunidad Latina Federal Credit Union**
1317 W. Warner
Santa Ana, CA 92704
(714) 754-7675

Account #: 11538-41
Account Name: Santa Ana College Foundation
Type: 24 Month CD (maturity date: 9/9/2018)
Purpose of Account: To hold General Operating Unrestricted Funds for short-term investment.

Authorized Signatures: Simon B. Hoffman Interim Vice President, Admin Services
Christina Romero Foundation Director

Signatures Required: Phone call and password

52 Bank Name/Address: **Comunidad Latina Federal Credit Union**
1317 W. Warner
Santa Ana, CA 92704
(714) 754-7675

Account #: 11538-42
Account Name: Santa Ana College Foundation
Type: 12 Month CD (maturity date: 11/29/2018)
Purpose of Account: To hold General Operating Unrestricted Funds for short-term investment.

Authorized Signatures: Simon B. Hoffman Interim Vice President, Admin Services
Christina Romero Foundation Director

Signatures Required: Phone call and password

53 Bank Name/Address: **Union Bank**
500 South Main Street
Orange, CA 92868
(714) 565-5500

Account #: 0083662577
Account Name: Santa Ana College Foundation
Type: Money Market
Purpose of Account: To hold funds for short-term investment.

Authorized Signatures: Linda D. Rose President
Simon B. Hoffman Interim Vice President, Admin Services
Vaniethia Hubbard Vice President, Student Services
Christina Romero Foundation Director

Signatures Required: Phone call and password

54 Bank Name/Address: **Union Bank**
500 South Main Street
Orange, CA 92868
(714) 565-5500

Account #: 0053049870
Account Name: Santa Ana College Foundation
Type: Business Checking
Purpose of Account: Serves as secondary depository account for donor contributions and disbursements.

Authorized Signatures: Linda D. Rose President
Simon B. Hoffman Interim Vice President, Admin Services
Vaniethia Hubbard Vice President, Student Services
Christina Romero Foundation Director

Signatures Required: 2

Santiago Canyon College Foundation Accounts

55 Bank Name/Address: **SchoolsFirst Federal Credit Union**
P. O. Box 11547
Santa Ana, CA 92711-1547
(714) 258-4000

Account #: 285452
Account Name: Santiago Canyon College Foundation
Type: Checking and Savings
Purpose of Account: Serves as a depository account for donor contributions to temporary restricted programs (Scholarships) and unrestricted programs; Also disbursements for Scholarship payments to students and other Foundation operational expenditures are handled through this account. (Funds from any account in SFFCU get transferred to this account before a check is issued).

Authorized Signatures: John Hernandez President
Syed Rizvi Vice President Student Services
Arleen Satele Vice President Admin Services
Sheena Tran Asst. Dean Financial Aid, Scholarships

Signatures Required: Phone call and password

56 Bank Name/Address: **Grandpoint Bank**
1045 West Katella Ave, #100
Orange, CA 92867
(714) 532-0700

Account #: 285452
Account Name: Santiago Canyon College Foundation
Type: Merchant Account
Purpose of Account: To accept credit card payments for fundraising events, make scholarship payments and payments for restricted accounts.

Authorized Signatures: John Hernandez President
Ruth Babeshoff Interim Vice President
Arleen Satele Vice President Admin Services
Karen Bustamonte Interim Director

Signatures Required: Phone call and password

57 Bank Name/Address: **Morgan Stanley Smith Barney, LLC**
800 Newport Center Drive
Suite #500
Newport Beach, CA 92660
(949) 717-5484

Account #: 714-212490-195
Account Name: Santiago Canyon College Foundation – Select Unified Managed
Type: Investment Account

Purpose of Account: Long Term Investment account that holds unrestricted funds and programmatic funds.

Authorized Signatures: Karen Bustamonte Interim Director
William F. Underwood Foundation Treasurer

Signatures Required: Phone call and password

58 Bank Name/Address: **Morgan Stanley Smith Barney, LLC**
800 Newport Center Drive
Suite #500
Newport Beach, CA 92660
(949) 717-5484

Account #: 714-010480-195

Account Name: Santiago Canyon College Foundation Short Term Pool

Type: Investment Account

Purpose of Account: Liquid funds for short-term needs.

Authorized Signatures: Karen Bustamonte Interim Director
William F. Underwood Foundation Treasurer

Signatures Required: Phone call and password

59 Bank Name/Address: **Morgan Stanley Smith Barney, LLC**
800 Newport Center Drive
Suite #500
Newport Beach, CA 92660
(949) 717-5484

Account #: 714-212487-195

Account Name: Santiago Canyon College Scholarship 2000

Type: Investment Account

Purpose of Account: Long Term Investment account that holds Invested Restricted Scholarship funds.

Authorized Signatures: Karen Bustamonte Interim Director
William F. Underwood Foundation Treasurer

Signatures Required: Phone call and password

60 Bank Name/Address: **Morgan Stanley Smith Barney, LLC**
800 Newport Center Drive
Suite #500
Newport Beach, CA 92660
(949) 717-5484

Account #: 714-219041-195

Account Name: Santiago Canyon College Sherrie Underwood Memorial
Type: Investment Account
Purpose of Account: Long Term Investment account that holds Invested Restricted Scholarship funds.
Authorized Signatures: Karen Bustamonte Interim Director
William F. Underwood Foundation Treasurer
Signatures Required: Phone call and password

61 Bank Name/Address: **Morgan Stanley Smith Barney, LLC**
800 Newport Center Drive
Suite #500
Newport Beach, CA 92660
(949) 717-5484
Account #: 714-010371-195
Account Name: Santiago Canyon College Pirtle Memorial
Type: Investment Account
Purpose of Account: Long Term Investment account that holds Invested Restricted Scholarship funds.
Authorized Signatures: Karen Bustamonte Interim Director
William F. Underwood Foundation Treasurer
Signatures Required: Phone call and password

62 Bank Name/Address: **Morgan Stanley Smith Barney, LLC**
800 Newport Center Drive
Suite #500
Newport Beach, CA 92660
(949) 717-5484
Account #: 714-010370-195
Account Name: Santiago Canyon College Grace Alberts Memorial
Type: Investment Account
Purpose of Account: Long Term Investment account that holds Invested Restricted Scholarship funds.
Authorized Signatures: Karen Bustamonte Interim Director
William F. Underwood Foundation Treasurer
Signatures Required: Phone call and password

ADOPTED, SIGNED AND APPROVED this 16th day of July, 2018.

President of the Board of Trustees of
Rancho Santiago Community College District

I, Claudia Alvarez, Clerk of the Board of Trustees of Rancho Santiago Community College District, do hereby certify that the foregoing Resolution was adopted by the Board of said District at a meeting of said Board held on the 16th day of July, 2018, and that it was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Clerk of the Board of Trustees of
Rancho Santiago Community College District

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

To:	Board of Trustees	Date: July 16, 2018
Re:	Approval of Agreement with HL Construction Management - On-Call Cost Estimating Consulting Services for Various Projects District-Wide	
Action:	Request for Approval	

BACKGROUND:

This is a new agreement for on-call cost estimating services for various facility improvement projects throughout the District. In order to validate and reconcile probable costs of construction for various facility improvement projects, the District is in need of an independent third party cost estimate from a qualified consultant with experience in the area of estimating modernization, renovation and other facilities related projects. The consultant will be called upon at various times when needed to provide advice and review scopes of work to render opinions on costs and/or cost impacts. This will assist the District in order to properly evaluate the probable construction costs, including but not limited to validating estimates received from the architect or other entities. The District has an increase in a variety of projects, campus requests, and requests from other departments which requires District staff to evaluate, investigate and estimate scope of work prior to proceeding with projects. In order to streamline the cost estimating process, the District has previously utilized cost-estimating firms on an on-call basis and is in need of having additional firms who are able to respond in a timely fashion.

ANALYSIS:

A Request for Qualifications, RFQ #1415-66 was advertised in July 2014. Nine firms responded and a screening panel convened in September 2014 and six firms were deemed qualified for the short list: Cumming Construction Management, Inc. (Aliso Viejo); HL Construction Management (Orange); Jacobus & Yuang, Inc. (Camarillo); Leland Saylor Associates (Los Angeles); Lenax Construction Services, Inc. (Los Angeles); and O'Connor Construction Management, Inc. (Irvine).

A screening panel convened on June 28, 2018 and reviewed the qualifications of the six firms on the District's prequalified list. The District currently has an agreement with one of the firms for on-call cost estimating services. The District desires to enter into a new agreement with another firm to continue projects in progress or about to begin due to the recent increase in college requests for small project work. The screening panel recommends HL Construction Management by consensus based upon a thorough review and the culmination of their RFQ response, experience, team members, current availability, ability to respond in a timely manner, and

competitive hourly rates. It is recommended that the District enter into an agreement with HL Construction Management for on-call cost estimating services in order for the District to respond quickly on an as-needed basis for estimates on various construction projects.

The services covered by this agreement shall commence July 17, 2018 and ends December 30, 2021. The contract is a not to exceed fee of \$50,000.

This project is funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with HL Construction Management - On-Call Cost Estimating Consulting Services for Various Projects District-Wide as presented.

Fiscal Impact:	\$50,000	Board Date: July 16, 2018
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 7/16/2018

Project: On-Call Cost Estimator

Site: **District-Wide**

Consultants: **HL Construction Management**

Type of Service: Cost-Estimating Consulting Services

Agreement Summary	Amount	Reimbursables	Start	Duration	
					End
Original Contract Amount	\$50,000.00		7/17/2018		12/30/2021
Total Agreement Amount	\$50,000.00				

AGREEMENT No: 0295.00/DESCRIPTION:

This agreement #0295.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$50,000.00**

Contract End Date: **12/30/2021**

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

To:	Board of Trustees	Date: July 16, 2018
Re:	Approval of Agreement with SVA Architects, Inc. - On-Call Architectural Design Services for Various Facility Improvement Projects District-Wide	
Action:	Request for Approval	

BACKGROUND:

This is a new agreement for on-call architectural design services for various facility improvement projects throughout the District. In order for the District to be able to timely evaluate and assess scope of work that is urgent due to fire life safety or other imminent investigations that are required, District staff is in need of having assistance from a licensed architect. The District has had to undertake and address a variety of projects, campus requests, and requests from other entities which requires District staff to evaluate, investigate and develop project scope of work in a proper manner to determine the necessary requirements should the project proceed. In order to streamline the planning and design process, the District has previously utilized architectural firms on an on-call basis and is in need of adding additional architects who can respond in a timely fashion.

ANALYSIS:

A Request for Qualifications (RFQ) #1314-03 and #1414-03.01 for Architectural and Engineering services was released and advertised in August 2013 and April 2015. Sixty firms responded and a screening panel convened in October 2013, July 2015 and August 2015 and twenty-one firms were deemed qualified for the short list: Architecture 9 PLLLP (Rancho Cucamonga); DLR (Santa Monica); Donald Krotee Partnership (Santa Ana); Dougherty + Dougherty Architects (Costa Mesa); Flewelling & Moody (Los Angeles); Ghatoade Bannon Architects, LLP (Costa Mesa); Hammel, Green & Abraham, Inc. (Santa Monica); HMC Architects (Ontario); HPI Architecture (Newport Beach); Johnson Favaro (Culver City); Lionakis (Newport Beach); Little Diversified Architectural Consulting, Inc. (Newport Beach); Lentz Morrissey Architects, Inc. (Santa Ana); NAC Architecture (Los Angeles); PBK Architects, Inc. (Costa Mesa); PBWS (Pasadena); R2A Architecture (Costa Mesa); Steinberg Architects (Los Angeles); SVA Architects, Inc. (Santa Ana); Westberg + White Architects (Tustin); and WLC Architects, Inc. (Rancho Cucamonga).

A screening panel convened on June 3, 2018 and reviewed the qualifications of the twenty-one firms on the District's prequalified list. The District currently has agreements with two of the firms for on-call architectural services: Lionakis and Lentz Morrissey Architects, Inc. The

District desires to enter into a new agreement with another architectural firm to continue projects in progress or about to begin due to the recent increase in college requested work that requires architectural services. Some of the firms are not able to accommodate on-call service requests due to timing and workload. The screening panel recommends SVA Architects, Inc. by consensus based upon a thorough review and the culmination of their RFQ response, experience, team members, current availability, ability to respond in a timely manner, and competitive hourly rates for the duration of the contract. It is recommended that the District enter into an agreement with SVA Architects, Inc. for architectural design services.

The services covered by this agreement shall commence July 17, 2018 and end December 31, 2021. The contract is a total not-to-exceed fee of \$150,000.00, including \$5,000 in 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 agreement with SVA Architects, Inc. - On-Call Architectural Design Services for Various Facility Improvement Projects District-Wide as presented.

Fiscal Impact:	\$150,000 (includes reimbursables)	Board Date: July 16, 2018
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 7/16/2018

Project: On-Call Architect

Site: **District-Wide**

Consultants: **SVA Architects, Inc.**

Type of Service: Architectural Design Services

Agreement Summary	Amount	Reimbursables	Start	Duration	
					End
Original Contract Amount	\$145,000.00	\$5,000.00	7/17/2018		12/31/2021
Total Agreement Amount	\$150,000.00				

AGREEMENT No: 0294.00/DESCRIPTION:

This agreement #0294.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$150,000.00**

Contract End Date: **12/31/2021**

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

To:	Board of Trustees	Date: July 16, 2018
Re:	Ratification of Award of Bid #1349 – Mailroom at District Operations Center	
Action:	Request for Ratification	

BACKGROUND:

This is a ratification for the award of Bid #1349 for the mailroom project at the District Operations Center. The District Operations Center currently does not have a mail room that allows for a centralized operations where staff and employees can pick up or take mail to a central location. Departments within the District Office rely upon an employee to pick up and deliver mail to each department on every floor twice per day. The project allows for the reconfiguration of space on the first floor to create a new mail room that centralizes mailroom functions in an effort to maximize efficient operations. With the reconfiguration, District Office departments will now be able to pick up their incoming mail from their department mailboxes, drop off outgoing mail in a secure depository, and have a dedicated station including supplies for assembling parcels.

ANALYSIS:

In accordance with the California Uniform Public Construction Cost Accounting Act (CUPCCAA), a Notice of Inviting Bids for the project was sent to 87 contractors from the District's qualified contractors list on May 18, 2018.

A mandatory job walk was conducted on May 23, 2018 and there were 11 attendees. Bids were opened on June 8, 2018, as noted on the attached bid summary. The District received three bids for the project. Ramco, General Engineering Contractors (Sylmar) was deemed non-responsive due to failure to provide the name and location of the subcontractor that will perform work or labor or render service under the C-6 (cabinet, mill work and finish carpentry) license classification. RT Contractor Corporation (Garden Grove) submitted the lowest responsive bid in the amount of \$95,000. District staff requested legal review of the bids and the process. Legal counsel, Kimble Cook has reviewed the bids and concurs with the District that Ramco, General Engineering Contractors is non-responsive and recommends to award Bid #1349 to RT Contractor Corporation. District staff conducted a due diligence review to ensure compliance with license and bid bond requirements. After review of the bids received, the District recommends approval of award of Bid #1349 to RT Contractor Corporation.

The Vice Chancellor of Business Operations/Fiscal Services has authorized the award of the contract, under the authority of CUPCCAA to RT Contractor Corporation.

The anticipated start date is July 17, 2018. The estimated construction duration is 74 calendar days.

The project is funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees ratify the award of Bid #1349 – Mailroom at District Operations Center as presented.

Fiscal Impact:	\$95,000	Board Date: July 16, 2018
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



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

BID SUMMARY

BID #1349

PROJECT: Mailroom at the District Operations Center

TIME: 2:00 P.M.

DATE: June 8, 2018

BIDDERS

TOTAL BASE BID AMOUNT

Ramco, General Engineering Contractors
P.O. Box 920878
Sylmar, CA 91392

\$68,300

Non-responsive and therefore
this bid is rejected.

RT Contractor Corporation
12864 East Dale Street
Garden Grove, CA 92841

\$95,000

Golden Gate Steel dba Golden Gate Construction
14775 Carmenita Road
Norwalk, CA 90650

\$104,749

3 TOTAL BIDDERS

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

To:	Board of Trustees	Date:	July 16, 2018
Re:	Approval of Agreement with Dr. Eric Gruver		
Action:	Request for Approval		

BACKGROUND

The Public Safety Task Force recommended arming officers at the various Rancho Santiago Community College District colleges and centers. Senior district safety officer armed candidates who apply for the position and meet the minimum qualifications will complete a psychological examination as part of the hiring process.

ANALYSIS

This examination will determine if the candidate is free from any emotional or mental condition that might adversely affect the exercise of peace officer powers and to ensure the candidate is capable of withstanding the psychological pressures and stressors of the position. While the District Safety Department is non-sworn, carrying a firearm on campus requires a level of maturity and decision making ability above an unarmed officer and similar to a sworn officer. Because of this, officers selected to carry a firearm will complete a psychological examination as part of the selection process. A psychological examination will support the Districts due diligence in selecting the officer's most suitable to carry a firearm. In addition, the commission on Peace Officer Standards and Training (POST) recommend a psychological evaluation for peace officers as does Government Code § 1031(f). Meeting this standard prior to arming an officer ensures our standards are consistent with the State of California and community colleges in our region. Doctor Eric Gruver is a California licensed psychologist who is POST approved. He will conduct all pre-selection evaluations and provide post-shooting consultation should the need arise. Dr. Gruver will also provide general consultation and testify as a forensic expert when needed. Dr. Gruver is a local psychologist with an office in Santa Ana. He is the psychologist for multiple agencies in the region including the Santa Unified School District and Mount San Antonio College.

RECOMMENDATION

It is recommended the Board of Trustees approve the Agreement with Dr. Eric Gruver and the Rancho Santiago Community College District as presented.

Fiscal Impact:	TBD Based on Utilization	Board Date:	July 16, 2018
Prepared by:	Toni Bland, Chief District Safety and Security		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor		

Agreement for Services

This AGREEMENT is hereby entered into between Rancho Santiago Community College District hereinafter referred to as "DISTRICT," and (Eric Wayne Gruver, Ph.D.) hereinafter referred to as "CONTRACTOR".

Whereas, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ and persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; WHEREAS, DISTRICT is in need of such special services and advice; and WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Conduct pre-employment and/or pre-promotion psychological evaluations for District Safety & Security personnel. Provide general consultation, testify as a forensic expert when needed and post shooting consultation should the need arise.
Services shall be provided by Eric Wayne Gruver, Ph.D.
2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **July 1, 2018** and will diligently perform as required and complete performance by **June 30, 2019**.
3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to the AGREEMENT a total fee to be determined based on utilization. DISTRICT shall pay CONTRACTOR according to the following terms and conditions: Pre-hire assessment: \$425.00 per assessment, post shooting initial consultation: \$350.00 per hour, testify as a forensic expert: \$250.00 per hour.
4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for the DISTRICT, except as follows: N/A
5. **Contractor:** CONTRACTOR, in the performance of the AGREEMENT, shall be and act as an contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR assumes the full responsibility for the acts and/or

omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

6. **Materials**: CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: **N/A**.

CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. **Originality of Services**: CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. **Copyright/Trademark/Patent**: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. **Termination**: DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of service by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the mailing, whichever is sooner. DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury of property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR make a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless with **TEN (10)** days after

service of such notice the condition of violation shall cease, or satisfactory arrangement for the correction thereof be made, the AGREEMENT shall up on the expiration of the **TEN (10)** days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees, and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result for the negligence or willful misconduct of the DISTRICT or its officer, employees or agents.
- (b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with, the services covered by the AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability or willful misconduct of the DISTRICT or its officers, employees or agents.
- (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of **ONE MILLION Dollars (\$1,000,000)** per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims or liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as

is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory.” No later than **TEN (10)** days form execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

12. Assignment: The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

13. Compliance with Applicable Laws: The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT’s general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR’s business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

14. Permits/Licenses: CONTRACTOR and all CONTRACTOR’s employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

15. Employment with Public Agency: CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

18. Non Waiver: The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall

not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice: All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

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

CONTRACTOR:

Eric Wayne Gruver, Ph.D.,
2021 East 4th Street, Suite 116
Santa Ana, CA 92705

20. Severability: If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Attorney Fees/Costs: Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. Governing Law: The terms and conditions of this AGREEMENT shall be governed by the law of the State of California with venue in Orange County, California. The AGREEMENT is made in and shall be performed in Orange County, California.

23. Exhibits: This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein: **N/A**

THIS AGREEMENT IS ENTERED INTO THIS 1ST DAY OF JULY, 2018.

DISTRICT:

By: _____

Signature

Peter Hardash

Printed Name

Vice Chancellor for Business Operations/Fiscal Services

Title

Board Approval Date

CONTRACTOR:

By:  _____

Signature

Eric W. Gruver, Ph.D.

Printed Name

Psychologist

Title

Social Security or Taxpayer Identification

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

To:	Board of Trustees	Date: July 16, 2018
Re:	Approval of Amendment to Agreement with Tropical Plaza Nursery, Inc.	
Action:	Request for Approval	

BACKGROUND

This is an amendment to an existing agreement for an extension of time. On May 20, 2013 the Board of Trustees approved an agreement with Tropical Plaza Nursery, Inc. to provide landscaping services at Santiago Canyon College (SCC), Orange Education Center (OEC) and the Digital Media Center (DMC). The agreement expired on June 30, 2018 without a new agreement in place due to the rejection of Bid #1345 - Landscaping Services by the Board of Trustees at their June 25, 2018 meeting. In order to ensure the sites have continuous landscaping services without interruption, it is recommended to extend the existing agreement by issuing an Amendment to Agreement with Tropical Plaza Nursery, Inc. for month-to-month landscaping services. The amendment requires Board approval.

ANALYSIS

The District has negotiated an extension to the agreement on a month-to-month basis until a new agreement is approved. The services covered in the previous agreement including all rates are remaining the same for SCC, a lower rate for the minimal maintenance services at OEC and a slight increase in services at the DMC. The agreement may be terminated by the District in its sole and absolute discretion upon (30) thirty days' written notice to Tropical Plaza Nursery, Inc. This extension of agreement is estimated to be approximately six months.

SITE	MONTHLY RATE
Santiago Canyon College	\$11,386.65
SCC-Orange Education Center	\$250.00
Digital Media Center	\$600.00
Monthly Total of All Sites	\$12,236.65

RECOMMENDATION

It is recommended that the Board of Trustees approve the Amendment to Agreement with Tropical Plaza Nursery, Inc. as presented.

Fiscal Impact:	\$12,236.65/Monthly Total of All Sites	Board Date: July 16, 2018
Prepared by:	Linda Melendez, Interim Director of Purchasing Services	
Submitted by:	Peter Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor	

FIRST AMENDMENT TO LANDSCAPE MAINTENANCE SERVICES AGREEMENT

THIS AMENDMENT to AGREEMENT is made this 17th day of **July** in the year **2018**, between **TROPICAL PLAZA NURSERY, INC.**, hereinafter referred to as “**VENDOR**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The VENDOR and DISTRICT do mutually agree as follows:

A. To amend that certain AGREEMENT re BID #1208 entered into this 21st day of May in the year 2013, to provide Landscape Maintenance Services at Santiago Canyon College, Orange Education Center and Digital Media Center. Please amend the AGREEMENT to include the following:

1. By extending the contract completion date from June 30, 2018 to a month-to-month service contract.
2. By amending the monthly fee structure per site, per below;

Site	Monthly Fee
Santiago Canyon College	\$11,386.65
Orange Education Center	\$250
Digital Media Center	\$600

3. By increasing the AGREEMENT amount by SEVENTY THREE THOUSAND FOUR HUNDRED NINETEEN DOLLARS AND 90/100 (\$73,419.90) based on an estimated contract duration of six months; The District has the discretion to adjust the estimated six months contract duration as needed; and
4. The District has the right to terminate this Agreement in whole or in part for any reason, without penalty, at any time by providing the VENDOR with a written notice of the termination at least thirty (30 days) in advance.

B. Except as amended herein, the terms and conditions of AGREEMENT Re. BID 1208, effective this 21st day of May in the year 2013, shall remain in full force and effect.

TROPICAL PLAZA NURSERY, INC.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY

By _____

By _____

Print Name _____

Peter J. Hardash

Title _____

Vice Chancellor, Business Operations/Fiscal Services

Date _____

Date _____

COPIES TO:

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

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

To:	Board of Trustees	Date: July 16, 2018
Re:	Approval of Vendor Name Change	
Action:	Request for Approval	

BACKGROUND

On March 12, 2018, the Board of Trustees approved the agreement for nDiscovery Managed Detection Services with Sage Data Security.

We were recently informed that Sage Data Security, LLC merged with Tyler Technologies, Inc. and is now known as Tyler Technologies Inc. The name change has been filed with the State of California.

ANALYSIS

In order to update our vendor information, it is necessary to seek Board of Trustee approval to change the vendor name to Tyler Technologies, Inc. Tyler Technologies Inc is committed to providing the same level of service that Sage Data Security, LLC contractually committed to previously.

RECOMMENDATION

It is recommended that the Board of Trustees approve the vendor Sage Data Security, LLC name change to Tyler Technologies, Inc. as presented.

Fiscal Impact:	N/A	Board Date: July 16, 2018
Prepared by:	Linda Melendez, Interim Director, Purchasing Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Board Meeting: July 16, 2018

INDEPENDENT CONTRACTORS

PGINET Consulting

Attachment A – Independent Contractor Agreement
and Scope of Work

Attachment B - Biography

Service: To develop an online instructor availability form through Webadvisor, integrate text and email mass notification messaging into substitute assignment system, develop student mass notification messaging system, develop access to student educational plans through Webadvisor, develop reports and provide technical assistance.

Date(s) of Service: July 17, 2018 through December 31, 2018

Fee: Not to exceed \$28,025

Requested by: James Kennedy

Funded by: Continuing Education
12-2549-649000-29365-5100

AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

This Agreement for Independent Contractor Services (“Agreement”) is entered into as of July 17, 2018 (“Effective Date”) by and between Rancho Santiago Community College District (“District”) and PGINET Consulting (“Independent Contractor”). This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

RECITALS

WHEREAS, the District desires to obtain certain independent contractor services, (“Independent Contractor Services”) as more particularly described in this Agreement.

WHEREAS, Independent Contractor is specially trained, experienced and capable of providing and completing the Independent Contractor Services in accordance with the terms of this Agreement.

WHEREAS, the Independent Contractor Services are “special services” as that term is used and defined in Government Code §53060.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the District and Independent Contractor agree as follows:

AGREEMENT

1 Independent Contractor Services. The Independent Contractor Services are described in Attachment 1 to this Agreement. Unless employees or contractor(s) to the Independent Contractor are identified in Attachment 1, all Independent Contractor Services shall be completed by the Independent Contractor. The Independent Contractor shall provide all labor, materials, tools and other items necessary to complete the Independent Contractor Services.

2 Contract Price. The Contract Price for completing Independent Contractor Services is a not to exceed amount of Twenty Eight Thousand Twenty Five Dollars and No cents (\$28,025.00) based on the time incurred to complete Independent Contractor Services multiplied by the applicable hourly rate as set forth in Attachment B hereto.

3 Insurance; Indemnity. At all times during the Term of this Agreement, the Independent Contractor shall maintain policies of insurance with at least the following minimum coverage limits:

Policy of Insurance	Minimum Coverage Limits
Commercial General Liability Insurance	Per Occurrence: One Million Dollars (\$1,000,000) Aggregate: Two Million Dollars (\$2,000,000)
Automobile Liability (combined single limit)	One Million Dollars (\$1,000,000)
Workers Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)
Professional Liability	Per Claim: Not Required Aggregate: Not Required

4 Term. The Term of this Agreement commences as of the Effective Date set forth above. The foregoing notwithstanding, if this Agreement is subject to approval or ratification by the District’s Board of Trustees, the Effective Date of this Agreement is deemed the date of Board of Trustees action approving or ratifying this Agreement. Unless earlier terminated pursuant to the terms of this Agreement, the Term of this Agreement July 17, 2018 through December 31, 2018.

5 Notices. Notices under this Agreement shall be addressed and delivered as follows:

If to the Independent Contractor:		If to the District:	
Print Name:	Paul Gallagher	Print Name:	James Kennedy
Mailing Address:	PO Box 3306	Mailing Address:	1530 W. 17 th St.
City, State, and Zip Code:	Fullerton, CA 92834	City, State, and Zip Code:	Santa Ana, CA 92706
Telephone Number:	714-256-1519	Telephone Number:	714-241-5708

Email Address: paul@pginet.com	Email Address: Kennedy_James@sac.edu
--------------------------------	--------------------------------------

6 Entire Agreement. The foregoing and the documents enumerated below constitute the entire agreement and understanding between the District and Independent Contractor concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and Independent Contractor. Documents forming this Agreement are:

- Independent Contractor Agreement Terms and Conditions
- Attachment 1 – Independent Contractor Services Scope
- Attachment 2 –Personnel Rates

IN WITNESS WHEREOF, the District and Independent Contractor have executed this Agreement as of the Effective Date set forth above.

**INDEPENDENT CONTRACTOR
PGINET Consulting**

By: _____
 Title: _____
 Date: _____

**“DISTRICT”
RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT**

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

INDEPENDENT CONTRACTOR AGREEMENT TERMS AND CONDITIONS

1 Independent Contractor Services.

1.1 Independent Contractor Services Schedule. The Independent Contractor shall complete the Independent Contractor Services, and portions thereof, in accordance with the Independent Contractor Services Schedule set forth in Attachment 1. The Independent Contractor is liable to the District for costs, charges, losses and other damages arising out of or related to the failure of the Independent Contractor to complete Independent Contractor Services in accordance with the Independent Contractor Services Schedule.

1.2 Independent Contractor Work Product. All materials generated by the Independent Contractor or received by the Independent Contractor in the course of completing the Independent Contractor Services ("Independent Contractor Work Product") are property of the District. Independent Contractor Work Product includes tangible and intangible items in any form, including calculations, drawings, written/graphic materials, digital/electronic files and samples. The Independent Contractor shall provide the District access to Independent Contractor Work Product during performance of Independent Contractor Services for the District's inspection, review and/or reproduction of Independent Contractor Work Product.

1.3 Independent Contractor Standard of Care. The Independent Contractor Services shall be performed and provided by Independent Contractor: (i) using the Independent Contractor's best skill and attention; (ii) with due care and in accordance with applicable professional standard(s) of care; (iii) in accordance with applicable laws, rules and regulations; and (iv) in accordance with the terms of this Agreement. The Independent Contractor is liable to the District for losses, costs, changes and other consequences of its failure to provide perform and/or complete the Independent Contractor Services in accordance with the foregoing described standards of care.

1.4 Independent Contractor as Independent Contractor; Limited Independent Contractor Agency. The Independent Contractor is an independent contractor to the District. The terms of this Agreement set forth the limited extent to which the Independent Contractor is authorized to act as an agent or representative of the District. The Independent Contractor shall be liable to the District and third parties for the consequences of its conduct which exceed the express limited scope of the Independent Contractor to act on behalf of the District.

2 Contract Price

2.1 Independent Contractor Billings for Payment of Contract Price. During the course of providing Independent Contractor Services, unless otherwise negotiated, Independent Contractor shall submit monthly billing invoices to the District for payment of the Contract Price for Independent Contractor Services performed in the immediately prior month. Independent Contractor's billings shall be in such form and format along with such substantiating data as requested by District.

2.2 District Payment of Contract Price. Within thirty (30) days of receipt of Independent Contractor's billing invoices, District will make payment to Independent Contractor of

undisputed amounts of the Contract Price due for Independent Contractor Services. The District may withhold or deduct from amounts otherwise due Independent Contractor hereunder if Independent Contractor fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Independent Contractor has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom.

2.3 Independent Contractor's Payments. The Independent Contractor shall promptly pay its employees, independent contractors, if any, and others performing or providing Independent Contractor Services upon receipt of payments of the Contract Price from the District. If required by applicable law, rule or regulation, the Independent Contractor's payment to personnel providing or performing Independent Contractor Services shall be at least the prevailing wage rate established for the type of service provided. If prevailing wage rates apply to any personnel performing or providing Independent Contractor Services, the obligation for compliance rests solely with the Independent Contractor, without adjustment of the Contract Price.

3 Insurance and Indemnity

3.1 Workers Compensation and Employers Liability Insurance. If required, the Workers' Compensation Insurance shall cover claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts. The Employer's Liability Insurance shall cover bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Independent Contractor. The Employer's Liability Insurance may be obtained as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance policy.

3.2 General Liability and Automobile Liability Insurance. The General Liability Insurance policy shall cover death, bodily injury and property damage liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and contractual liability contractual liability coverage sufficiently broad to include the insurable liability assumed by the Independent Contractor under the indemnity and hold harmless provisions of this Agreement. The Automobile Liability Insurance shall cover liabilities for bodily injury, death of a person or property damages arising out of ownership, maintenance or use of any owned, non-owned and hired motor vehicles that are operated by or on behalf of the Independent Contractor in connection with this Agreement.

3.3 Professional Liability Insurance. If required, the Independent Contractor's professional liability insurance shall cover liabilities arising out of the performance of Independent Contractor Services under this Agreement.

3.4 Policy Endorsements; Evidence of Insurance. Independent Contractor shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurer(s) authorized to issue insurance policies by the State of California and who are A.M. Best rated at least A-/VII. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall

provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.

3.5 District General Liability Insurance. The District will maintain General Liability Insurance covering the District for claims of bodily injury or death of persons and property damage. The District may at its sole election obtain such liability insurance from a commercially available source, a Joint Powers Authority or by self-insurance.

3.6 Indemnity.

3.6.1 Independent Contractor Indemnity of District.

To the fullest extent permitted by law, the Independent Contractor shall indemnify, defend and hold harmless the District and its employees, officers, Trustees, agents and representatives from any and all claims, demands, losses, responsibilities or liabilities for: (i) injury or death of persons; (ii) property damage; or (iii) other costs or charges arising out of or attributable, in whole or in part, to the negligent, grossly negligent or willful conduct of Independent Contractor or the employees, agents and representatives of Independent Contractor in performing or providing any of the obligations, services or other work product contemplated under this Agreement. The foregoing shall include without limitation, attorneys' fees and shall survive the termination of this Agreement or Independent Contractor's completion of obligations hereunder until barred by the applicable Statute of Limitations.

3.6.2 District Indemnity of Independent Contractor.

The District shall indemnify and hold harmless Independent Contractor from claims arising out of bodily injury (including death) and physical damage which arise out of the negligent or willful acts, omissions or other conduct of the District.

4 Termination; Suspension

4.1 Termination for Default. Either the District or Independent Contractor may terminate this Agreement upon seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice commences to cure it default(s) and diligently thereafter prosecutes such cure to completion. In addition to the District's right to terminate this Agreement pursuant to the foregoing, the District may terminate this Agreement upon written notice to Independent Contractor if: (i) Independent Contractor becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by Independent Contractor or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for Independent Contractor or any of Independent Contractor's property on account of Independent Contractor's insolvency; or (ii) if Independent Contractor disregards applicable laws, codes, ordinances, rules or regulations. If the District exercises the right of termination hereunder, the Contract Price due the Independent Contractor, if any, shall be based upon

Independent Contractor Services completed prior the effective date of the District's termination of this Agreement, reduced by the District's prior payments of the Contract Price and losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or the cause(s) for termination of this Agreement. Independent Contractor shall remain responsible and liable to District for all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of Independent Contractor's default hereunder, to the extent that such losses, damages or other costs exceed any amount due Independent Contractor hereunder for Independent Contractor Services.

4.2 District Right to Suspend. The District may, in its discretion, suspend all or any part of the Independent Contractor Services hereunder; provided, however, that if the District directs suspension of Independent Contractor Services for sixty (60) consecutive days or more and such suspension is not caused by the Independent Contractor's default or the acts or omissions of Independent Contractor or its Sub-Independent Contractors, upon rescission of such suspension, the Contract Price will be subject to adjustment to reflect actual costs and expenses incurred by Independent Contractor, if any, as a direct result of the suspension and resumption of Independent Contractor Services hereunder.

4.3 District Termination For District Convenience. The District may, at any time, upon seven (7) days advance written notice to Independent Contractor terminate this Agreement, in whole or in part, for the District's convenience and without fault, neglect or default on the part of Independent Contractor. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the District's written notice to Independent Contractor or such other time as the District and Independent Contractor may mutually agree upon. In such event, the District shall make payment of the Contract Price to Independent Contractor for Independent Contractor Services completed prior to the effective date of termination. Except as set forth above, the Independent Contractor shall not be entitled to other compensation if the District exercises the right to terminate hereunder.

4.4 Independent Contractor Suspension of Independent Contractor Services. If the District fails to make payment of the undisputed portion of the Contract Price when due Independent Contractor hereunder, Independent Contractor may, upon seven (7) days advance written notice to the District, suspend performance of Independent Contractor Services until payment of the undisputed portion of the Contract Price is received by the Independent Contractor. In such event, Independent Contractor shall have no liability for any delays to completion of Independent Contractor Services due to, or arising out of, such suspension. Except as expressly set forth herein, there is no other right of the Independent Contractor to suspend performance of Independent Contractor Services.

4.5 Independent Contractor Obligations Upon Termination. Upon the District's exercise of the right of termination hereunder, the Independent Contractor shall take action as directed by the District relating to completed and in progress Independent Contractor Services. The Independent Contractor shall within five (5) days of the effective date of

Termination, assemble and deliver to the District all Independent Contractor Work Product.

5 Miscellaneous

5.1 Governing Law; Interpretation. This Agreement shall be governed and interpreted in pursuant to the laws of the State of California and in accordance with its fair meaning and not strictly for or against the District or Independent Contractor. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.

5.2 Time. Time is of the essence to this Agreement. The time for performance of any obligation hereunder by either Party shall be extended if performance of such obligation is delayed or prevented by conduct of the other Party, acts of God, or other unforeseeable events.

5.3 Successors; Non-Assignability. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of Independent Contractor and the District. Neither Independent Contractor nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.

5.4 Independent Contractor Personnel and Expense Records. The Independent Contractor shall maintain detailed billing records of personnel time to complete Independent Contractor Services. Such records shall be maintained in accordance with generally accepted accounting principles applied in a consistent manner and shall be available to the District for inspection, review and/or reproduction upon request of the District. Independent Contractor shall maintain billing records for at least three (3) years after completion of Independent Contractor Services.

5.5 Confidentiality. All information and data provided by the District to the Independent Contractor in connection with the Independent Contractor Services are deemed confidential materials which shall not be disclosed by Independent Contractor to any third party without express prior written consent of the District, which may be granted, conditioned or denied in the sole discretion of the District. The Independent Contractor is liable to the District and third parties for losses, costs or other damages arising out of or relating to Independent Contractor's breach of the confidentiality obligations set forth herein.

5.6 Personal Services. The Independent Contractor and District acknowledge and agree that the Independent Contractor Services are in the nature of personal services.

5.7 Cumulative Rights; No Waiver. Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by District shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default of the Independent Contractor.

5.8 Disputes.

5.8.1 Independent Contractor Continuation of Services. Except in the event of the District's failure to make undisputed payment of the Contract Price due Independent Contractor, notwithstanding any disputes between District and Independent Contractor hereunder, Independent Contractor shall continue to provide and perform Independent Contractor Services and authorized Additional Services pending a subsequent resolution of such disputes.

5.8.2 Mandatory Mediation. All claims, disputes and other matters in controversy between the Independent Contractor and the District arising out of or pertaining to this Agreement shall be submitted for resolution by non-binding mediation conducted under the auspices of the American Arbitration Association ("AAA") and the Commercial Mediation Rules of the AAA in effect at the time that a Demand For Mediation is filed. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the Independent Contractor commencing arbitration proceedings pursuant to the following Paragraph.

5.8.3 Arbitration. All claims, disputes or other matters in controversy between Independent Contractor and District arising out of or pertaining to this Agreement which are not fully resolved through the mandatory mediation set forth above shall be settled and resolved by binding arbitration conducted under the auspices of the AAA Commercial Arbitration Rules in effect at the time of the filing of a Demand for Arbitration. If any claim or dispute is asserted by others providing services in connection with the subject matter of this Agreement and such other claim or dispute arises in whole or in part out of this Agreement or the services provided by or through the Independent Contractor hereunder, Independent Contractor and District agree that any arbitration proceedings initiated between Independent Contractor and District hereunder shall be consolidated with any arbitration proceedings initiated in connection with such other claim or dispute. Any arbitration hereunder shall be conducted in the AAA _____ Office.

5.8.4 Independent Contractor Compliance With Government Code Claims Process. All claims, demands, disputes, disagreements or other matters in controversy asserted by the Independent Contractor against the District in a demand for arbitration are deemed a "suit for money or damages" under Government Code §900 et seq. An express condition precedent to the Contractor's commencement of arbitration proceedings under Paragraph 5.9.3 is the Independent Contractor's strict compliance with and exhaustion of remedies and procedures under Government Code §900 et seq., including without limitation, §§945.4, 945.6 and 946. Notwithstanding the dispute resolution provisions set forth herein, all claims demands, disputes, disagreements or other matters in controversy asserted by the Independent Contractor against the District seeking money or damages shall first be presented to the District's Board of Trustees and acted upon or deemed rejected by the Board of Trustees pursuant to Government Code §900 et seq.

[END OF SECTION]

|

**ATTACHMENT 1 (INDEPENDENT CONTRACTOR SERVICES SCOPE) TO
AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES
BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
PGINET Consulting**

The Independent Contractor Services subject to the Agreement for Independent Contractor Services consists of the following:

Description of Work to be Performed:

Schedule Automation

Develop instructor availability form online through webadvisor. The form will process future term CEFA instructor availability and will identify if the instructor has preference rights to assignments. For instructors with preference rights the system will prepopulate a schedule for administrative review that includes all CEFA member's with preference rights. This will help ensure compliance with the CEFA contract. All faculty schedule requests will be displayed to administrators in a format that assists with schedule development.

Faculty and Staff Communication

Integrate text and e-mail messaging into substitute assignment system utilizing API provided by Regroup Mass Notification. System will send notifications via text and e-mail when substitute assignments are available.

Develop student-messaging system utilizing API provided by Regroup Mass Notification. The system will inform students of canceled classes. The system will allow SAC-SCE to contact students based upon criteria such as no longer attending classes, certificates available to pick up, upcoming appointments, need to complete an educational plan, and pick up completed certificates.

Student Educational Plan Access

Develop access to student educational plans through webadvisor

Reports and Technical Assistance

Develop requested reports and provide technical assistance for the high school grading application, educational plan application and professional development application. Provide technical assistance as required.

**ATTACHMENT 2 (PERSONNEL RATE SCHEDULE) TO
AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES
BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
PGINET Consulting**

Billing rates for the Independent Contractor's personnel providing Independent Contractor Services are as follows:

Professional services at \$95.00 per hour not to exceed \$28,025.

AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

This Agreement for Independent Contractor Services ("Agreement") is entered into as of July 17, 2018 ("Effective Date") by and between Rancho Santiago Community College District ("District") and PGINET Consulting ("Independent Contractor"). This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

RECITALS

WHEREAS, the District desires to obtain certain independent contractor services, ("Independent Contractor Services") as more particularly described in this Agreement.

WHEREAS, Independent Contractor is specially trained, experienced and capable of providing and completing the Independent Contractor Services in accordance with the terms of this Agreement.

WHEREAS, the Independent Contractor Services are "special services" as that term is used and defined in Government Code §53060.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the District and Independent Contractor agree as follows:

AGREEMENT

1 Independent Contractor Services. The Independent Contractor Services are described in Attachment 1 to this Agreement. Unless employees or contractor(s) to the Independent Contractor are identified in Attachment 1, all Independent Contractor Services shall be completed by the Independent Contractor. The Independent Contractor shall provide all labor, materials, tools and other items necessary to complete the Independent Contractor Services.

2 Contract Price. The Contract Price for completing Independent Contractor Services is a not to exceed amount of Twenty Eight Thousand Twenty Five Dollars and No cents (\$28,025.00) based on the time incurred to complete Independent Contractor Services multiplied by the applicable hourly rate as set forth in Attachment B hereto.

3 Insurance; Indemnity. At all times during the Term of this Agreement, the Independent Contractor shall maintain policies of insurance with at least the following minimum coverage limits:

Policy of Insurance	Minimum Coverage Limits
Commercial General Liability Insurance	Per Occurrence: One Million Dollars (\$1,000,000) Aggregate: Two Million Dollars (\$2,000,000)
Automobile Liability (combined single limit)	One Million Dollars (\$1,000,000)
Workers Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)
Professional Liability	Per Claim: Not Required Aggregate: Not Required

4 Term. The Term of this Agreement commences as of the Effective Date set forth above. The foregoing notwithstanding, if this Agreement is subject to approval or ratification by the District's Board of Trustees, the Effective Date of this Agreement is deemed the date of Board of Trustees action approving or ratifying this Agreement. Unless earlier terminated pursuant to the terms of this Agreement, the Term of this Agreement July 17, 2018 through December 31, 2018.

5 Notices. Notices under this Agreement shall be addressed and delivered as follows:

If to the Independent Contractor:		If to the District:	
Print Name:	Paul Gallagher	Print Name:	James Kennedy
Mailing Address:	PO Box 3306	Mailing Address:	1530 W. 17 th St.
City, State, and Zip Code:	Fullerton, CA 92834	City, State, and Zip Code:	Santa Ana, CA 92706
Telephone Number:	714-256-1519	Telephone Number:	714-241-5708

Email Address: paul@pginet.com	Email Address: Kennedy_James@sac.edu
--------------------------------	--------------------------------------

6 Entire Agreement. The foregoing and the documents enumerated below constitute the entire agreement and understanding between the District and Independent Contractor concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and Independent Contractor. Documents forming this Agreement are:

- Independent Contractor Agreement Terms and Conditions
- Attachment 1 – Independent Contractor Services Scope
- Attachment 2 –Personnel Rates

IN WITNESS WHEREOF, the District and Independent Contractor have executed this Agreement as of the Effective Date set forth above.

**INDEPENDENT CONTRACTOR
PGINET Consulting**

By: _____
Title: _____
Date: _____

**“DISTRICT”
RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT**

By: _____
Linda Melendez
Title: Interim Director of Purchasing Services
Date: _____

INDEPENDENT CONTRACTOR AGREEMENT TERMS AND CONDITIONS

1 Independent Contractor Services.

1.1 Independent Contractor Services Schedule. The Independent Contractor shall complete the Independent Contractor Services, and portions thereof, in accordance with the Independent Contractor Services Schedule set forth in Attachment 1. The Independent Contractor is liable to the District for costs, charges, losses and other damages arising out of or related to the failure of the Independent Contractor to complete Independent Contractor Services in accordance with the Independent Contractor Services Schedule.

1.2 Independent Contractor Work Product. All materials generated by the Independent Contractor or received by the Independent Contractor in the course of completing the Independent Contractor Services ("Independent Contractor Work Product") are property of the District. Independent Contractor Work Product includes tangible and intangible items in any form, including calculations, drawings, written/graphic materials, digital/electronic files and samples. The Independent Contractor shall provide the District access to Independent Contractor Work Product during performance of Independent Contractor Services for the District's inspection, review and/or reproduction of Independent Contractor Work Product.

1.3 Independent Contractor Standard of Care. The Independent Contractor Services shall be performed and provided by Independent Contractor: (i) using the Independent Contractor's best skill and attention; (ii) with due care and in accordance with applicable professional standard(s) of care; (iii) in accordance with applicable laws, rules and regulations; and (iv) in accordance with the terms of this Agreement. The Independent Contractor is liable to the District for losses, costs, changes and other consequences of its failure to provide perform and/or complete the Independent Contractor Services in accordance with the foregoing described standards of care.

1.4 Independent Contractor as Independent Contractor; Limited Independent Contractor Agency. The Independent Contractor is an independent contractor to the District. The terms of this Agreement set forth the limited extent to which the Independent Contractor is authorized to act as an agent or representative of the District. The Independent Contractor shall be liable to the District and third parties for the consequences of its conduct which exceed the express limited scope of the Independent Contractor to act on behalf of the District.

2 Contract Price

2.1 Independent Contractor Billings for Payment of Contract Price. During the course of providing Independent Contractor Services, unless otherwise negotiated, Independent Contractor shall submit monthly billing invoices to the District for payment of the Contract Price for Independent Contractor Services performed in the immediately prior month. Independent Contractor's billings shall be in such form and format along with such substantiating data as requested by District.

2.2 District Payment of Contract Price. Within thirty (30) days of receipt of Independent Contractor's billing invoices, District will make payment to Independent Contractor of

undisputed amounts of the Contract Price due for Independent Contractor Services. The District may withhold or deduct from amounts otherwise due Independent Contractor hereunder if Independent Contractor fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Independent Contractor has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom.

2.3 Independent Contractor's Payments. The Independent Contractor shall promptly pay its employees, independent contractors, if any, and others performing or providing Independent Contractor Services upon receipt of payments of the Contract Price from the District. If required by applicable law, rule or regulation, the Independent Contractor's payment to personnel providing or performing Independent Contractor Services shall be at least the prevailing wage rate established for the type of service provided. If prevailing wage rates apply to any personnel performing or providing Independent Contractor Services, the obligation for compliance rests solely with the Independent Contractor, without adjustment of the Contract Price.

3 Insurance and Indemnity

3.1 Workers Compensation and Employers Liability Insurance. If required, the Workers' Compensation Insurance shall cover claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts. The Employer's Liability Insurance shall cover bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Independent Contractor. The Employer's Liability Insurance may be obtained as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance policy.

3.2 General Liability and Automobile Liability Insurance. The General Liability Insurance policy shall cover death, bodily injury and property damage liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and contractual liability contractual liability coverage sufficiently broad to include the insurable liability assumed by the Independent Contractor under the indemnity and hold harmless provisions of this Agreement. The Automobile Liability Insurance shall cover liabilities for bodily injury, death of a person or property damages arising out of ownership, maintenance or use of any owned, non-owned and hired motor vehicles that are operated by or on behalf of the Independent Contractor in connection with this Agreement.

3.3 Professional Liability Insurance. If required, the Independent Contractor's professional liability insurance shall cover liabilities arising out of the performance of Independent Contractor Services under this Agreement.

3.4 Policy Endorsements; Evidence of Insurance. Independent Contractor shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurer(s) authorized to issue insurance policies by the State of California and who are A.M. Best rated at least A-/VII. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall

provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.

3.5 District General Liability Insurance. The District will maintain General Liability Insurance covering the District for claims of bodily injury or death of persons and property damage. The District may at its sole election obtain such liability insurance from a commercially available source, a Joint Powers Authority or by self-insurance.

3.6 **Indemnity.**

3.6.1 Independent Contractor Indemnity of District.

To the fullest extent permitted by law, the Independent Contractor shall indemnify, defend and hold harmless the District and its employees, officers, Trustees, agents and representatives from any and all claims, demands, losses, responsibilities or liabilities for: (i) injury or death of persons; (ii) property damage; or (iii) other costs or charges arising out of or attributable, in whole or in part, to the negligent, grossly negligent or willful conduct of Independent Contractor or the employees, agents and representatives of Independent Contractor in performing or providing any of the obligations, services or other work product contemplated under this Agreement. The foregoing shall include without limitation, attorneys' fees and shall survive the termination of this Agreement or Independent Contractor's completion of obligations hereunder until barred by the applicable Statute of Limitations.

3.6.2 District Indemnity of Independent Contractor.

The District shall indemnify and hold harmless Independent Contractor from claims arising out of bodily injury (including death) and physical damage which arise out of the negligent or willful acts, omissions or other conduct of the District.

4 **Termination; Suspension**

4.1 Termination for Default. Either the District or Independent Contractor may terminate this Agreement upon seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice commences to cure it default(s) and diligently thereafter prosecutes such cure to completion. In addition to the District's right to terminate this Agreement pursuant to the foregoing, the District may terminate this Agreement upon written notice to Independent Contractor if: (i) Independent Contractor becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by Independent Contractor or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for Independent Contractor or any of Independent Contractor's property on account of Independent Contractor's insolvency; or (ii) if Independent Contractor disregards applicable laws, codes, ordinances, rules or regulations. If the District exercises the right of termination hereunder, the Contract Price due the Independent Contractor, if any, shall be based upon

Independent Contractor Services completed prior the effective date of the District's termination of this Agreement, reduced by the District's prior payments of the Contract Price and losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or the cause(s) for termination of this Agreement. Independent Contractor shall remain responsible and liable to District for all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of Independent Contractor's default hereunder, to the extent that such losses, damages or other costs exceed any amount due Independent Contractor hereunder for Independent Contractor Services.

4.2 District Right to Suspend. The District may, in its discretion, suspend all or any part of the Independent Contractor Services hereunder; provided, however, that if the District directs suspension of Independent Contractor Services for sixty (60) consecutive days or more and such suspension is not caused by the Independent Contractor's default or the acts or omissions of Independent Contractor or its Sub-Independent Contractors, upon rescission of such suspension, the Contract Price will be subject to adjustment to reflect actual costs and expenses incurred by Independent Contractor, if any, as a direct result of the suspension and resumption of Independent Contractor Services hereunder.

4.3 District Termination For District Convenience. The District may, at any time, upon seven (7) days advance written notice to Independent Contractor terminate this Agreement, in whole or in part, for the District's convenience and without fault, neglect or default on the part of Independent Contractor. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the District's written notice to Independent Contractor or such other time as the District and Independent Contractor may mutually agree upon. In such event, the District shall make payment of the Contract Price to Independent Contractor for Independent Contractor Services completed prior to the effective date of termination. Except as set forth above, the Independent Contractor shall not be entitled to other compensation if the District exercises the right to terminate hereunder.

4.4 Independent Contractor Suspension of Independent Contractor Services. If the District fails to make payment of the undisputed portion of the Contract Price when due Independent Contractor hereunder, Independent Contractor may, upon seven (7) days advance written notice to the District, suspend performance of Independent Contractor Services until payment of the undisputed portion of the Contract Price is received by the Independent Contractor. In such event, Independent Contractor shall have no liability for any delays to completion of Independent Contractor Services due to, or arising out of, such suspension. Except as expressly set forth herein, there is no other right of the Independent Contractor to suspend performance of Independent Contractor Services.

4.5 Independent Contractor Obligations Upon Termination. Upon the District's exercise of the right of termination hereunder, the Independent Contractor shall take action as directed by the District relating to completed and in progress Independent Contractor Services. The Independent Contractor shall within five (5) days of the effective date of

Termination, assemble and deliver to the District all Independent Contractor Work Product.

5 Miscellaneous

5.1 Governing Law; Interpretation. This Agreement shall be governed and interpreted in pursuant to the laws of the State of California and in accordance with its fair meaning and not strictly for or against the District or Independent Contractor. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.

5.2 Time. Time is of the essence to this Agreement. The time for performance of any obligation hereunder by either Party shall be extended if performance of such obligation is delayed or prevented by conduct of the other Party, acts of God, or other unforeseeable events.

5.3 Successors; Non-Assignability. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of Independent Contractor and the District. Neither Independent Contractor nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.

5.4 Independent Contractor Personnel and Expense Records. The Independent Contractor shall maintain detailed billing records of personnel time to complete Independent Contractor Services. Such records shall be maintained in accordance with generally accepted accounting principles applied in a consistent manner and shall be available to the District for inspection, review and/or reproduction upon request of the District. Independent Contractor shall maintain billing records for at least three (3) years after completion of Independent Contractor Services.

5.5 Confidentiality. All information and data provided by the District to the Independent Contractor in connection with the Independent Contractor Services are deemed confidential materials which shall not be disclosed by Independent Contractor to any third party without express prior written consent of the District, which may be granted, conditioned or denied in the sole discretion of the District. The Independent Contractor is liable to the District and third parties for losses, costs or other damages arising out of or relating to Independent Contractor's breach of the confidentiality obligations set forth herein.

5.6 Personal Services. The Independent Contractor and District acknowledge and agree that the Independent Contractor Services are in the nature of personal services.

5.7 Cumulative Rights; No Waiver. Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by District shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default of the Independent Contractor.

5.8 Disputes.

5.8.1 Independent Contractor Continuation of Services. Except in the event of the District's failure to make undisputed payment of the Contract Price due Independent Contractor, notwithstanding any disputes between District and Independent Contractor hereunder, Independent Contractor shall continue to provide and perform Independent Contractor Services and authorized Additional Services pending a subsequent resolution of such disputes.

5.8.2 Mandatory Mediation. All claims, disputes and other matters in controversy between the Independent Contractor and the District arising out of or pertaining to this Agreement shall be submitted for resolution by non-binding mediation conducted under the auspices of the American Arbitration Association ("AAA") and the Commercial Mediation Rules of the AAA in effect at the time that a Demand For Mediation is filed. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the Independent Contractor commencing arbitration proceedings pursuant to the following Paragraph.

5.8.3 Arbitration. All claims, disputes or other matters in controversy between Independent Contractor and District arising out of or pertaining to this Agreement which are not fully resolved through the mandatory mediation set forth above shall be settled and resolved by binding arbitration conducted under the auspices of the AAA Commercial Arbitration Rules in effect at the time of the filing of a Demand for Arbitration. If any claim or dispute is asserted by others providing services in connection with the subject matter of this Agreement and such other claim or dispute arises in whole or in part out of this Agreement or the services provided by or through the Independent Contractor hereunder, Independent Contractor and District agree that any arbitration proceedings initiated between Independent Contractor and District hereunder shall be consolidated with any arbitration proceedings initiated in connection with such other claim or dispute. Any arbitration hereunder shall be conducted in the AAA _____ Office.

5.8.4 Independent Contractor Compliance With Government Code Claims Process. All claims, demands, disputes, disagreements or other matters in controversy asserted by the Independent Contractor against the District in a demand for arbitration are deemed a "suit for money or damages" under Government Code §900 et seq. An express condition precedent to the Contractor's commencement of arbitration proceedings under Paragraph 5.9.3 is the Independent Contractor's strict compliance with and exhaustion of remedies and procedures under Government Code §900 et seq., including without limitation, §§945.4, 945.6 and 946. Notwithstanding the dispute resolution provisions set forth herein, all claims demands, disputes, disagreements or other matters in controversy asserted by the Independent Contractor against the District seeking money or damages shall first be presented to the District's Board of Trustees and acted upon or deemed rejected by the Board of Trustees pursuant to Government Code §900 et seq.

[END OF SECTION]

|

**ATTACHMENT 1 (INDEPENDENT CONTRACTOR SERVICES SCOPE) TO
AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES
BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
PGINET Consulting**

The Independent Contractor Services subject to the Agreement for Independent Contractor Services consists of the following:

Description of Work to be Performed:

Schedule Automation

Develop instructor availability form online through webadvisor. The form will process future term CEFA instructor availability and will identify if the instructor has preference rights to assignments. For instructors with preference rights the system will prepopulate a schedule for administrative review that includes all CEFA member's with preference rights. This will help ensure compliance with the CEFA contract. All faculty schedule requests will be displayed to administrators in a format that assists with schedule development.

Faculty and Staff Communication

Integrate text and e-mail messaging into substitute assignment system utilizing API provided by Regroup Mass Notification. System will send notifications via text and e-mail when substitute assignments are available.

Develop student-messaging system utilizing API provided by Regroup Mass Notification. The system will inform students of canceled classes. The system will allow SAC-SCE to contact students based upon criteria such as no longer attending classes, certificates available to pick up, upcoming appointments, need to complete an educational plan, and pick up completed certificates.

Student Educational Plan Access

Develop access to student educational plans through webadvisor

Reports and Technical Assistance

Develop requested reports and provide technical assistance for the high school grading application, educational plan application and professional development application. Provide technical assistance as required.

**ATTACHMENT 2 (PERSONNEL RATE SCHEDULE) TO
AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES
BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
PGINET Consulting**

Billing rates for the Independent Contractor's personnel providing Independent Contractor Services are as follows:

Professional services at \$95.00 per hour not to exceed \$28,025.

PGINET Consulting

Biography

Paul Gallagher, Principal Owner of PGINET Consulting has been creating software to serve clients primarily in education, healthcare and insurance since 1998. Prior to 1998, Paul served as the Webmaster, overseeing and managing the web site at Autobytel.com, an automobile services provider which is still publicly traded today.

Recent Projects

2013 – Present, Rancho Santiago Community College District

PGINET Consulting contracted with RSCCD to develop and launch the following software projects:

Flex Application, High School Grading and Tracking Application

The Student Education Plan Application is scheduled to be testing in mid-August of 2017.

2013 – Present, LAOCRC

PGINET Consulting developed a voting system and website to support the Los Angeles / Orange County Regional Consortium.

2014 – 2015, Business Intelligence Software for Healthcare Provider

PGINET Consulting was subcontracted to develop a business intelligence reporting system for a small hospital chain.

2016 - 2017, Case Management Software for Healthcare Provider

PGINET Consulting was subcontracted to develop case management software for a small hospital chain.

Purchase Order List

05/27/2018 thru 06/23/2018

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-B0001435	5/29/2018	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	FONTIS SOLUTIONS	633.00
18-B0001436	6/1/2018 1	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	MATERIAL HANDLING SUPPLY INC	216.85
18-B0001437	6/1/2018 1	79	Auxiliary Services Office-Dist	Other Operating Exp & Services	OFFICE DEPOT	426.68
18-B0001438	6/4/2018 1	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	VARSITY BRANDS HOLDING CO INC	431.96
18-B0001439	6/4/2018 1	79	Kinesiology - Intercoll Athlet	Other Operating Exp & Services	EASTBAYFOOTLOCKER.COM	222.10
18-B0001441	6/5/2018 1	79	Admissions & Records	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	54.49
18-B0001442	6/12/2018	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	W.L. SNOOK & ASSOCIATES INC	101.36
18-B0001443	6/12/2018	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	COOLSYSTEMS INC	3,456.00
18-B0001447	6/19/2018	79	Auxiliary Services Office-Dist	Other Operating Exp & Services	HODGE PRODUCTS, INC.	70.27
18-B0001448	6/19/2018	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	GRAINGER	299.97
18-P0052126	5/29/2018	12	Professional Development	Other Participant Travel Exp	AMERICAN ASSOCIATION OF STATE COLLEGES	4,900.00
18-P0052127	5/29/2018	12	Upward Bound	Contracted Services	CHAPMAN UNIVERSITY	48,460.00
18-P0052128	5/29/2018	13	Athletics	Other Licenses & Fees	DON BOOKSTORE	1,758.00
18-P0052129	5/29/2018	12	Family & Consumer Studies	Instructional Supplies	VIRGINIA M. WITMER	171.77
18-P0052130	5/29/2018	12	Family & Consumer Studies	Instructional Supplies	SAMANTHA J. HERNANDEZ	150.33
18-P0052131	5/29/2018	12	Upward Bound	Instructional Supplies	MICHAEL J MACKENZIE	295.50
18-P0052132	5/30/2018	11	Continuing Education Division	Contracted Services	BLANKENSHIP, SHARLENE	149.50
18-P0052133	5/30/2018	11	Continuing Education Division	Contracted Services	BLANKENSHIP, SHARLENE	312.00
18-P0052134	5/30/2018	13	Public Affairs/Gov Rel Office	Reproduction/Printing Expenses	IMAGE PRINTING SOLUTIONS	511.11
18-P0052135	5/30/2018	12	Family & Consumer Studies	Instructional Supplies	OMNIPRINT INTERNATIONAL INC	297.61
18-P0052136	5/30/2018	12	Family & Consumer Studies	Instructional Supplies	SARAH H. MATHOT	360.18
18-P0052137	5/30/2018	12	LA/OC Regional Consortia	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,341.00
18-P0052138	5/30/2018	12	Pathways to Teaching	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,460.00
18-P0052139	5/30/2018	12	Pathways to Teaching	Instructional Supplies	DON BOOKSTORE	571.08
18-P0052140	5/30/2018	12	Pathways to Teaching	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	3,950.00
18-P0052141	5/30/2018	12	Pathways to Teaching	Equip-All Other >\$200 < \$1,000	CN SCHOOL AND OFFICE SOLUTIONS INC	858.55
18-P0052142	5/30/2018	12	Outreach	Transportation - Student	TUSTIN UNIFIED SCHOOL DISTRICT	547.31
18-P0052143	5/30/2018	13	Sci, Math, Health Sci Office	Transportation - Student	AIRPORT VAN RENTAL INC	695.58
18-P0052144	5/30/2018	12	Counseling	Non-Instructional Supplies	SCHOOLOUTFITTERS	5,650.35
18-P0052145	5/30/2018	12	Pathways to Teaching	Instructional Supplies	4 IMPRINT	4,206.15
18-P0052146	5/30/2018	12	Financial Aid Office	Equip-All Other >\$200 < \$1,000	SEHI COMPUTER PRODUCTS	1,030.53
18-P0052147	5/30/2018	12	Pathways to Teaching	Equip-All Other >\$200 < \$1,000	GOLDEN STAR TECHNOLOGY, INC.	238.95
18-P0052148	5/30/2018	12	Financial Aid Office	Equip-All Other >\$200 < \$1,000	SAMY'S CAMERA	508.10
18-P0052149	5/30/2018	12	Business Division Office	Software License and Fees	CERTIPORT INC	8,780.00
18-P0052150	5/30/2018	11	Mailroom	Contracted Repair Services	UNITED AUTOMOTIVE SVC INC	79.39
18-P0052151	5/30/2018	12	Career Education Office	Non-Instructional Supplies	JETZAMINA J. TORRES	196.11
18-P0052152	5/30/2018	33	CDC Santa Ana College	Food and Food Service Supplies	SYSCO FOOD SVC	1,730.00

4.13 (1)

Legend: * = Multiple Funds for this P.O.

Printed: 6/25/2018 8:50:25AM

Environment: Production

LoginID: DR21189

No. 4.13

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-P0052153	5/30/2018	33	CDC Santa Ana College	Food and Food Service Supplies	B & D DISTRIBUTING INC	375.00
18-P0052154	5/30/2018	33	CDC Santa Ana College	Food and Food Service Supplies	SYSCO FOOD SVC	2,000.00
18-P0052155	5/30/2018	12	Upward Bound	Conference Expenses	COUNCIL FOR OPPORTUNITY IN EDUCATION	825.00
18-P0052156	5/30/2018	12	Automotive Technology/Engine	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	320.89
18-P0052157	5/30/2018	12	Upward Bound	Conference Expenses	CCMH TIMES SQUARE LLC	2,561.52
18-P0052158	5/31/2018	13	Academic Affairs Office	Equip-Mod Furn>\$1,000 < \$5,000	QUALITY OFFICE FURNISHINGS INC	2,233.19
18-P0052159	5/31/2018	12	Veterans Resource Center	Conference Expenses	WESTERN ASSOC. OF VETERAN EDUC. SPECIALISTS	1,675.00
18-P0052160	5/31/2018	12	Athletics	Instructional Supplies	BRET PENNER	416.37
18-P0052161	5/31/2018	11	Board of Trustees	Non-Instructional Supplies	SCHICK RECORDS MGMT	8.62
18-P0052162	5/31/2018	12	Safety & Parking - DO	Non-Instructional Supplies	GALLS QUARTERMASTER LLC	1,200.00
18-P0052163	5/31/2018	12	Ctr for Intl Trade Dev Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00
18-P0052164	5/31/2018	12	Biology	Instructional Supplies	FOUNDATION FOR ADVANCED EDUCATION	105.81
18-P0052165	5/31/2018	12	Safety & Parking - DO	Food and Food Service Supplies	CORNER BAKERY/CBC RESTAURANT	117.00
18-P0052166	5/31/2018	11	District Wide Technology	Non-Instructional Supplies	CABLE EXPRESS CORP	37,712.50
18-P0052167	5/31/2018	12	Health & Wellness Center	Contracted Services	MCKESSON GENERAL MEDICAL CORP	783.78
18-P0052168	5/31/2018	12	Student Equity	Non-Instructional Supplies	BUILD A SIGN LLC	494.57
18-P0052169	5/31/2018	12	Safety & Parking - DO	Food and Food Service Supplies	CORNER BAKERY/CBC RESTAURANT	419.25
18-P0052170	5/31/2018	12	Biology	Instructional Supplies	FISHER SCIENTIFIC	748.39
18-P0052171	5/31/2018	12	Financial Aid Office	Inst Dues & Memberships	NASFAA NAT'L ASSOC OF STUDENT	3,899.00
18-P0052172	5/31/2018	13	Maintenance	Contracted Repair Services	HIGH RISE GLASS & DOORS INC	664.00
18-P0052173	5/31/2018	13	Maintenance	Contracted Repair Services	TROPICAL PLAZA NURSERY	508.58
18-P0052174	5/31/2018	13	Maintenance	Contracted Services	ABBA TERMITE & PEST CONTROL INC	195.00
18-P0052175	5/31/2018	12	Small Business Dev Ctr Office	Conference Expenses	NACCE	450.00
18-P0052176	5/31/2018	41	Facility Planning Office	Buildings - DSA Fees	DEPT OF GENERAL SERVICES	14,950.77
18-P0052177	5/31/2018	41	Facility Planning Office	Bldg Impr - Other Services	HILLS BROS LOCK & SAFE	14,500.00
18-P0052178	6/1/2018 1	11	District Wide Technology	Software License and Fees	WELLS FARGO BANK	1,050.00
18-P0052179	6/1/2018 1	12	Veterans Resource Center	Conference Expenses	HST-LESSEE SAN DIEGO	1,613.80
18-P0052180	6/1/2018 1	11	Kinesiology - Physical Educ	Contracted Repair Services	MKH ELECTRONICS	490.11
18-P0052181	6/1/2018 1	13	Maintenance	Contracted Services	PYRO-COMM SYSTEMS INC	8,550.00
18-P0052182	6/1/2018 1	12	Continuing Education Division	Contracted Services	BUI LINH KHANH	100.00
18-P0052183	6/1/2018 1	12	Upward Bound	Food and Food Service Supplies	ROMELIA MADRIGAL	3,200.00
18-P0052184	6/1/2018 1	11	Human Resources Office	Food and Food Service Supplies	TOP HAT PRODUCTIONS	590.74
18-P0052185	6/1/2018 1	12	Financial Aid Office	Mileage/Parking Expenses	RSCCD	10.00
18-P0052186	6/1/2018 1	12	Small Business Dev Ctr Office	Conference Expenses	CATHLEEN GREINER	823.96
18-P0052187	6/1/2018 1	41	Facility Planning Office	Bldg Impr - Environmental	WZI, INC.	14,800.00
18-P0052188	6/1/2018 1	12	LA/OC Regional Consortia	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	2,000.00
18-P0052189	6/1/2018 1	12	Counseling	Other Exp Paid for Students	SVM LP	1,143.62

4.13 (2)

Legend: * = Multiple Funds for this P.O.

Printed: 6/25/2018 8:50:25AM

Environment: Production

LoginID: DR21189

Purchase Order List

05/27/2018 thru 06/23/2018

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-P0052190	6/1/2018	11	Board of Trustees	Non-Instructional Supplies	HERFF JONES INC.	184.04
18-P0052191	6/1/2018	12	Exercise Science	Instructional Supplies	IAN WOODHEAD	413.96
18-P0052192	6/1/2018	12	Financial Aid Office	Mileage/Parking Expenses	DON BOOKSTORE	30.00
18-P0052193	6/4/2018	13	Academic Affairs Office	Contracted Services	SOLANO ALBERTO	6,500.00
18-P0052194	6/4/2018	12	Career Education Office	Contracted Services	ORANGE UNIFIED SCHOOL DISTRICT	150.75
18-P0052195	6/4/2018	13	Maintenance	Contracted Services	ODYSSEY POWER CORP	3,823.35
18-P0052197	6/4/2018	43	Facility Planning Office	Bldg Impr - Lic/Tax/Agcy Fees	WELLS FARGO BANK	4,570.00
18-P0052198	6/4/2018	13	Maintenance	Contracted Services	ORANGE COAST PLUMBING INC	1,897.85
18-P0052200	6/5/2018	33	EHS Administration	Conference Expenses	CA HEAD START ASSOC.	2,105.00
18-P0052201	6/5/2018	33	EHS Administration	Conference Expenses	HS UNIVERSITY	595.00
18-P0052202	6/5/2018	12	Pathways to Teaching	Other Licenses & Fees	PROJECT TOMORROW	9,900.00
18-P0052203	6/5/2018	12	Media Systems	Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	5,000.00
18-P0052204	6/5/2018	12	Media Systems	Instructional Supplies	TROXELL COMM INC	5,000.00
18-P0052205	6/5/2018	11	Purchasing	Software License and Fees	WELLS FARGO BANK	765.00
18-P0052206	6/5/2018	12	SAC Continuing Ed-Instruction	Instructional Supplies	HOME DEPOT	1,315.02
18-P0052207	6/6/2018	12	Outreach	Transportation - Student	ANAHEIM UNION HIGH	863.50
18-P0052208	6/6/2018	11	Chancellor's Office	Conference Expenses	WELLS FARGO BANK	624.96
18-P0052209	6/6/2018	12	Academic Affairs Office	Inst Dues & Memberships	CCCDECO	25.00
18-P0052210	6/6/2018	12	Veterans Resource Center	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	932.00
18-P0052211	6/6/2018	12	Student Development	Other Exp Paid for Students	CHALLENGE U, LLC	5,710.00
18-P0052212	6/6/2018	12	Financial Aid Office	Non-Instructional Supplies	SABERS RENA	590.30
18-P0052213	6/6/2018	12	Orange Educ Ctr-Instruction	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	2,992.03
18-P0052214	6/6/2018	33	CDC Administration	Inst Dues & Memberships	CFPA CALIF. FOOD POLICY ADVOCATES	25.00
18-P0052215	6/6/2018	12	Student Equity	Food and Food Service Supplies	VIVIEN H. VU	154.11
18-P0052216	6/6/2018	33	CDC Santa Ana College - East	Food and Food Service Supplies	SYSCO FOOD SVC	3,000.00
18-P0052217	6/6/2018	12	Counseling	Non-Instructional Supplies	DISPLAYS2GO	436.01
18-P0052218	6/6/2018	13	Maintenance	Contracted Repair Services	ACTION DOOR CONTROLS INC	596.63
18-P0052219	6/6/2018	11	International Student Program	Contracted Services	WHOLEREN, LLC	200.00
18-P0052220	6/6/2018	12	Counseling	Non-Instructional Supplies	LOCTEK ERGONOMIC	471.92
18-P0052221	6/6/2018	12	Counseling	Non-Instructional Supplies	VERSARE SOLUTIONS, LLC	1,463.25
18-P0052222	6/6/2018	11	International Student Program	Contracted Services	WHOLEREN, LLC	3,650.00
18-P0052223	6/7/2018	43	Facility Planning Office	Buildings - OCIP	ASCIP	93,183.00
18-P0052224	6/7/2018	11	Maintenance & Operations	Contracted Services	DE LA TORRE COMMERCIAL	620.00
18-P0052225	6/8/2018	13	Maintenance	Repair & Replacement Parts	IRVINE PIPE SUPPLY	1,407.13
18-P0052226	6/8/2018	13	Maintenance	Contracted Repair Services	PYRO-COMM SYSTEMS INC	557.50
18-P0052227	6/8/2018	11	Distance Education	Software License and Fees	WELLS FARGO BANK	23.98
18-P0052228	6/11/2018	12	LA/OC Regional Consortia	Food and Food Service Supplies	SODEXHO INC & AFFILIATES	475.18

4.13 (3)

Legend: * = Multiple Funds for this P.O.

Printed: 6/25/2018 8:50:25AM

Environment: Production

LoginID: DR21189

Purchase Order List

05/27/2018 thru 06/23/2018

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-P0052229	6/11/2018	12	Small Business Dev Ctr Office	Transportation - Student	CERTIFIED TRANSPORTATIONS	450.50
18-P0052230	6/11/2018	12	Exercise Science	Instructional Supplies	IAN WOODHEAD	390.25
18-P0052231	6/11/2018	12	Automotive Technology/Engine	Instructional Supplies	OPUS INSPECTION INC	129.30
18-P0052232	6/11/2018	12	LA/OC Regional Consortia	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	600.00
18-P0052233	6/11/2018	12	LA/OC Regional Consortia	Non-Instructional Supplies	AMAZON COM	106.48
18-P0052234	6/11/2018	12	Kinesiology - Intercol Athlet	Instructional Supplies	M F ATHLETIC COMPANY INC	261.66
18-P0052235	6/11/2018	12	Kinesiology - Intercol Athlet	Instructional Supplies	HENRY SCHEIN INC	1,472.01
18-P0052236	6/11/2018	12	Transfer Center	Rental-Equipment (Short-term)	SANTA ANA COLLEGE FOUNDATION	900.00
18-P0052237	6/11/2018	12	Career Education Office	Food and Food Service Supplies	MAR PIZZA INC	1,205.51
18-P0052238	6/11/2018	12	Biology	Instructional Supplies	AMAZON COM	200.98
18-P0052239	6/11/2018	33	EHS Santa Ana College	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	200.00
18-P0052240	6/11/2018	33	EHS Administration	Rental-Equipment (Short-term)	CITY OF SANTA ANA	456.51
18-P0052241	6/11/2018	33	EHS Administration	Rental-Equipment (Short-term)	CITY OF SANTA ANA	512.74
18-P0052242	6/12/2018	41	Facility Planning Office	Site Improv - Contractor Svcs	PATRIOT CONTRACTING &	725,000.00
18-P0052243	6/12/2018	12	Student Equity	Contracted Services	NEAL VERONICA K	13,000.00
18-P0052244	6/12/2018	33	CDC Administration	Contracted Services	ORANGE COUNTY DEPT OF ED	4,800.00
18-P0052245	6/12/2018	41	Facility Planning Office	Bldg Impr - CEQA	PLACEWORKS, INC.	14,610.00
18-P0052246	6/12/2018	11	Orange Educ Ctr-Instruction	Instructional Agrmt - Salary	PACIFIC CLINICS	2,000.00
18-P0052248	6/12/2018	13	Maintenance	Contracted Repair Services	ORANGE COAST PLUMBING INC	1,897.85
18-P0052249	6/12/2018	33	EHS Administration	Contracted Services	THE ENTERTAINMENT PROS LLC	1,200.00
18-P0052251	6/13/2018	12	EOPS	Food and Food Service Supplies	NENA BALDIZON-RIOS	649.98
18-P0052252	6/13/2018	12	Student Equity	Transportation - Student	GOLD COAST TOURS	666.66
18-P0052253	6/13/2018	12	Career Education Office	Non-Instructional Supplies	JETZAMINA J. TORRES	49.03
18-P0052254	6/13/2018	12	DSPS Office	Inst Dues & Memberships	AHEAD	325.00
18-P0052255	6/13/2018	12	Distance Education	Instructional Material Fees	LUMEN LEARNING LLC	18,740.00
18-P0052256	6/13/2018	11	Internal Audit	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	96.09
18-P0052257	6/13/2018	12	Veterans Resource Center	Non-Instructional Supplies	TEAMWORK PROMOTIONAL	240.24
18-P0052258	6/14/2018	11	Risk Management	Non-Instructional Supplies	SCHOOL HEALTH SUPPLY CO INC	1,645.38
18-P0052259	6/14/2018	12	Biology	Instructional Supplies	VWR FUNDING INC	270.23
18-P0052260	6/14/2018	11	International Student Program	Courier/Delivery Services	FEDEX	93.84
18-P0052261	6/14/2018	41	Facility Planning Office	Bldg Impr - Materials OFIBO	HALLPASS CAPITAL INC	37,133.32
18-P0052263	6/14/2018	43	Facility Planning Office	Buildings - Lic/Tax/Agcy Fees	ORANGE COUNTY SANITATION DISTRICT	16,301.99
18-P0052264	6/14/2018	11	Human Resources Office	Food and Food Service Supplies	TOP HAT PRODUCTIONS	2,056.14
18-P0052265	6/14/2018	11	CJ/Academies	Maint/Oper Service Agreements	ACCO ENGINEERED SYSTEMS INC	580.00
18-P0052266	6/15/2018	13	Maintenance	Contracted Services	SO CAL LAND MAINTENANCE INC	1,045.50
18-P0052267	6/15/2018	33	EHS Administration	Non-Instructional Supplies	AMAZON COM	43.05
18-P0052268	6/15/2018	11	Digital Media Center	Contracted Repair Services	ELESCO	975.00

4.13 (4)

Legend: * = Multiple Funds for this P.O.

Printed: 6/25/2018 8:50:25AM

Environment: Production

LoginID: DR21189

Purchase Order List

05/27/2018 thru 06/23/2018

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-P0052269	6/15/2018	12	Safety & Parking - DO	Lease Agreement - Facility	ORANGE COUNTY SHERIFF'S	196.08
18-P0052270	6/18/2018	11	Fire Academy	Instructional Agrmt - Salary	ORANGE COUNTY FIRE AUTHORITY	233,003.75
18-P0052271	6/18/2018	41	Facility Planning Office	Bldg Impr - Environmental	CONVERSE CONSULTANTS	9,667.00
18-P0052272	6/18/2018	41	Facility Planning Office	Bldg Impr - Other Services	GUIDEPOST SOLUTIONS, LLC	62,000.00
18-P0052273	6/18/2018	12	Resource Development	Contracted Services	WOLZINGER RENAH	331.96
18-P0052275	6/18/2018	11	Networking	Contracted Repair Services	D4 SOLUTIONS INC.	2,403.38
18-P0052276	6/18/2018	12	LA/OC Regional Consortia	Contracted Services	SUNSTONE CENTER CT LESSEE	7,186.28
18-P0052277	6/18/2018	12	Upward Bound	Conference Expenses	LAKYSHIA M. PEREZ	399.40
18-P0052278	6/18/2018	12	Upward Bound	Conference Expenses	COUNCIL FOR OPPORTUNITY IN EDUCATION	875.00
18-P0052279	6/18/2018	12	Upward Bound	Conference Expenses	CCMH TIMES SQUARE LLC	2,418.28
18-P0052280	6/18/2018	12	LA/OC Regional Consortia	Contracted Services	SUNSTONE CENTER CT LESSEE	3,097.51
18-P0052281	6/18/2018	12	Upward Bound	Conference Expenses	LAKYSHIA M. PEREZ	667.00
* 18-P0052282	6/18/2018	11	Maintenance	Equip-All Other >\$200 < \$1,000	GRAINGER	703.22
* 18-P0052282	6/18/2018	13	Santiago Canyon College	Equip-All Other >\$1,000<\$5,000	GRAINGER	3,341.98
PO Amt Total for *18-P0052282 :						4,045.20
18-P0052283	6/18/2018	12	MESA	Other Participant Travel Exp	CATHERINE M. SHAFFER	7,092.20
18-P0052284	6/18/2018	12	MESA	Other Participant Travel Exp	CATHERINE M. SHAFFER	3,726.00
18-P0052285	6/18/2018	12	Health & Wellness Center	Inst Dues & Memberships	PENNSYLVANIA STATE UNIV	400.00
18-P0052286	6/18/2018	12	DSPS	Instructional Supplies	LIVESCRIBE INC	949.28
18-P0052287	6/18/2018	11	Admin Services Office	Class Schedules/Printing	WORLD TRADE PRINTING CO	1,186.40
18-P0052288	6/18/2018	12	Student Equity	Transportation - Student	SILVERADO STAGES, INC.	4,370.00
18-P0052289	6/18/2018	43	Facility Planning Office	Buildings - DSA Fees	DEPT OF GENERAL SERVICES	73,691.61
18-P0052290	6/18/2018	43	Facility Planning Office	Buildings - DSA Fees	DEPT OF GENERAL SERVICES	17,819.58
18-P0052291	6/18/2018	43	Facility Planning Office	Buildings - DSA Fees	DEPT OF GENERAL SERVICES	9,511.50
18-P0052292	6/18/2018	33	EHS Administration	Instructional Supplies	PARENTS AS TEACHERS NAT'L CENTER	726.43
18-P0052293	6/18/2018	33	EHS Administration	Instructional Supplies	PAUL H BROOKES PUBLISHING CO	44.16
18-P0052294	6/18/2018	41	Facility Planning Office	Bldg Impr - Materials OFIBO	HALLPASS CAPITAL INC	38,727.55
18-P0052295	6/18/2018	13	Maintenance	Contracted Services	GEARY FLOORS INC	9,800.00
18-P0052296	6/19/2018	12	Career Education Office	Food and Food Service Supplies	JETZAMINA J. TORRES	109.81
18-P0052297	6/19/2018	11	Facility Planning Office	Software License and Fees	COMPUTERLAND OF SILICON VALLEY	690.00
18-P0052298	6/19/2018	12	LA/OC Regional Consortia	Food and Food Service Supplies	PEPI COMPANY OF CALIFORNIA	188.97
18-P0052299	6/19/2018	11	Administrative Services Office	Transportation - Student	SILVERADO STAGES, INC.	650.00
18-P0052300	6/19/2018	12	Veterans Resource Center	Other Exp Paid for Students	DON BOOKSTORE	4,800.00
18-P0052301	6/19/2018	12	Puente	Non-Instructional Supplies	DON BOOKSTORE	499.69
18-P0052302	6/19/2018	12	Pathways to Teaching	Books, Mags & Subscrip-Non-Lib	AMAZON COM	127.12

4.13 (5)

Legend: * = Multiple Funds for this P.O.

Printed: 6/25/2018 8:50:25AM

Environment: Production

LoginID: DR21189

Purchase Order List

05/27/2018 thru 06/23/2018

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
18-P0052303	6/20/2018	41	Facility Planning Office	Bldg Impr - Contractor Svcs	GMS ELEVATOR	220,651.00
18-P0052304	6/20/2018	11	Maintenance & Operations	Contracted Repair Services	AIR TREATMENT CORP	1,040.00
18-P0052305	6/20/2018	11	Maintenance & Operations	Contracted Repair Services	PROFESSIONAL PLUMBING &	180.00
18-P0052306	6/20/2018	11	Educational Services Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	133.31
18-P0052307	6/20/2018	12	Biology	Instructional Supplies	FISHER SCIENTIFIC	903.24
18-P0052308	6/20/2018	11	Business Operations' Office	Legal Expenses	NIXON PEABODY LLP	9,790.00
18-P0052309	6/20/2018	12	Ctr for Intl Trade Dev Office	Transportation - Student	CERTIFIED TRANSPORTATIONS	667.80
18-P0052310	6/20/2018	33	EHS Administration	Inst Dues & Memberships	WELLS FARGO BANK	106.67
18-P0052311	6/20/2018	12	Automotive Technology/Engine	Equip-Vehicles >\$5,000	EL MONTE AUTO GROUP LLC	18,188.83
18-P0052312	6/20/2018	33	CDC Administration	Instructional Supplies	FIRST 5 SANTA CLARA COUNTY	1,103.89
18-P0052313	6/22/2018	12	ACT Center	Non-Instructional Supplies	ACT	20.00
18-P0189416	5/30/2018	12	Safety & Parking - DO	Software License and Fees	MAXIENT LLC	10,000.00
18-P0189417	6/18/2018	12	LA/OC Regional Consortia	Contracted Services	FOUNDATION FOR CALIFORNIA	100,000.00
18-P0189418	6/12/2018	12	Resource Development	Contracted Services	SHASTA COLLEGE	40,000.00
18-P0189419	6/12/2018	12	Resource Development	Contracted Services	SAN MATEO COUNTY COMMUNITY COLLEGE	2,000.00
18-P0189420	6/12/2018	12	Resource Development	Contracted Services	VICTOR VALLEY COMMUNITY COLLEGE DISTRICT	60,000.00
18-P0189421	6/12/2018	12	Resource Development	Contracted Services	COLLEGE OF THE SEQUOIAS	20,000.00
18-P0189422	6/12/2018	12	Resource Development	Contracted Services	OHLONE COMMUNITY COLLEGE DISTRICT	14,000.00
18-P0189423	6/12/2018	12	Resource Development	Contracted Services	SYNED	100,000.00
18-P0189424	6/12/2018	12	Resource Development	Contracted Services	INTERGRATIVE IMPACT LLC	100,000.00
18-P0189425	6/12/2018	12	Resource Development	Contracted Services	MOORPARK COLLEGE	20,000.00
18-P0189426	6/12/2018	12	Resource Development	Contracted Services	CONTRA COSTA COMMUNITY COLLEGE DIST	19,800.00
18-P0189427	6/12/2018	12	Resource Development	Contracted Services	SAN FRANCISCO COMMUNITY	15,000.00
18-P0189428	6/12/2018	12	Resource Development	Contracted Services	MERCED COLLEGE	100,000.00
18-P0189429	6/14/2018	12	Resource Development	Contracted Services	SONOMA COUNTY JUNIOR COLLEGE DISTRICT	18,000.00
18-P0189430	6/15/2018	12	Resource Development	Contracted Services	WEST HILLS COMMUNITY COLLEGE DISTRICT	18,000.00
18-P0189431	6/15/2018	12	Resource Development	Contracted Services	SAN JOAQUIN DELTA CMTY CLG DISTRICT	20,000.00
18-P0189432	6/18/2018	12	Resource Development	Contracted Services	LONG BEACH CITY COLLEGE	100,000.00
18-P0189433	6/19/2018	11	Business Operations' Office	Audit	CLIFTON LARSON ALLEN LLP	25,968.00
18-P0189434	6/20/2018	12	Resource Development	Contracted Services	SYNED	72,500.00
18-P0189435	6/20/2018	12	Resource Development	Contracted Services	SYNED	74,075.00
Grand Total :						2,912,600.10

4.13 (6)

Legend: * = Multiple Funds for this P.O.

Printed: 6/25/2018 8:50:25AM

Environment: Production

LoginID: DR21189

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
GM-CAF000729	5/30/2018	31	SAC Café	General Merchandise	RYAN DISTRUBUTORS	\$573.00
GM-CAF000732	6/2/2018	31	SAC Café	General Merchandise	BROWN BAG SANDWICH CO	\$452.50
GM-CAF000736	5/31/2018	31	SAC Café	General Merchandise	PEPSI COLA CO	\$930.05
GM-CAF000738	5/30/2018	31	SAC Café	General Merchandise	BARRY'S DISTRIBUTING	\$85.50
GM-CAF000739	5/28/2018	31	SAC Café	General Merchandise	A&E DISTRIBUTION	\$289.30
GM-CAF000740	6/7/2018	31	SAC Café	General Merchandise	RYAN DISTRUBUTORS	\$1,912.81
GM-CAF000741	6/11/2018	31	SAC Café	General Merchandise	BROWN BAG SANDWICH CO	\$775.84
GM-CAF000742	6/11/2018	31	SAC Café	General Merchandise	A&E DISTRIBUTION	\$289.30
GM-DON002859	6/5/2018	31	SAC Bookstore	General Merchandise	MANHATTAN MARKETING INTER	\$250.00
GM-DON002861	6/13/2018	31	SAC Bookstore	General Merchandise	HYDRO FLASK	\$525.00
GM-DON002863	6/20/2018	31	SAC Bookstore	General Merchandise	DR. INSTRUMENTS	\$4,428.70
GM-EXPR001445	5/30/2018	31	Don Express	General Merchandise	BROWN BAG SANDWICH CO	\$1,332.90
GM-EXPR001448	5/30/2018	31	Don Express	General Merchandise	BARRY'S DISTRIBUTING	\$242.64
GM-EXPR001449	5/30/2018	31	Don Express	General Merchandise	RYAN DISTRUBUTORS	\$1,182.16
GM-EXPR001450	6/2/2018	31	Don Express	General Merchandise	BROWN BAG SANDWICH CO	\$714.48
GM-EXPR001452	5/28/2018	31	Don Express	General Merchandise	A&E DISTRIBUTION	\$447.50
GM-EXPR001454	6/7/2018	31	Don Express	General Merchandise	PEPSI COLA CO	\$1,028.34
GM-EXPR001456	6/11/2018	31	Don Express	General Merchandise	BROWN BAG SANDWICH CO	\$452.20
GM-EXPR001457	6/19/2018	31	Don Express	General Merchandise	BARRY'S DISTRIBUTING	\$62.82
GM-HAWK002671	5/29/2018	31	SCC Bookstore	General Merchandise	OAK HALL CAP & GOWNS	\$325.00
GM-HAWK002672	5/31/2018	31	SCC Bookstore	General Merchandise	HYDRO FLASK	\$1,381.00
GM-HAWK002675	6/13/2018	31	SCC Bookstore	General Merchandise	EL DORADO TRADING GROUP	\$9,416.76
GM-HAWK002676	6/14/2018	31	SCC Bookstore	General Merchandise	RYAN DISTRUBUTORS	\$861.23
GM-HAWK002677	6/18/2018	31	SCC Bookstore	General Merchandise	PEPSI COLA CO	\$770.23
GM-HAWK002678	6/19/2018	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$405.47
GM-HAWK002680	6/21/2018	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$189.82
TX-CEC000490	6/7/2018	31	CEC Bookstore	Textbook	CENGAGE LEARNING	\$750.00
TX-CEC000491	6/7/2018	31	CEC Bookstore	Textbook	PEARSON EDUCATION	\$404.85
TX-CEC000492	6/12/2018	31	CEC Bookstore	Textbook	PEARSON EDUCATION	\$1,349.55
TX-DON005064	5/29/2018	31	SAC Bookstore	Textbook	PEARSON EDUCATION	\$7,360.00
TX-DON005065	5/29/2018	31	SAC Bookstore	Textbook	CENGAGE LEARNING	\$6,480.75
TX-DON005066	5/29/2018	31	SAC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$1,282.50
TX-DON005067	5/31/2018	31	SAC Bookstore	Textbook	MONTEZUMA PUBLISHING	\$1,091.20
TX-DON005068	6/1/2018	31	SAC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$616.50
TX-DON005069	6/4/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$14,765.60
TX-DON005070	6/4/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$99.51
TX-DON005071	6/4/2018	31	SAC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$35.88

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
TX-DON005072	6/4/2018	31	SAC Bookstore	Textbook	INDICO	\$144.30
TX-DON005073	6/5/2018	31	SAC Bookstore	Textbook	AMAZON	\$990.00
TX-DON005074	6/5/2018	31	SAC Bookstore	Textbook	INDICO FORMERLY NACSCORP	\$3,846.99
TX-DON005076	6/5/2018	31	SAC Bookstore	Textbook	SOUTHWEST ED ENTERPRISES	\$896.00
TX-DON005077	6/5/2018	31	SAC Bookstore	Textbook	INDICO FORMERLY NACSCORP	\$167.40
TX-DON005078	6/5/2018	31	SAC Bookstore	Textbook	MONTEZUMA PUBLISHING	\$718.75
TX-DON005080	6/5/2018	31	SAC Bookstore	Textbook	PEARSON EDUCATION	\$6,192.15
TX-DON005081	6/5/2018	31	SAC Bookstore	Textbook	KENDALL PUBLISHING	\$1,276.80
TX-DON005083	6/5/2018	31	SAC Bookstore	Textbook	LIPPINCOTT, WILLIAMS	\$203.80
TX-DON005084	6/5/2018	31	SAC Bookstore	Textbook	MPS FORMERLY VHPS	\$6,122.14
TX-DON005087	6/5/2018	31	SAC Bookstore	Textbook	LEGAL BOOK DIST	\$261.94
TX-DON005089	6/5/2018	31	SAC Bookstore	Textbook	MCGRAW-HILL PUBLISHING CO	\$7,406.00
TX-DON005090	6/5/2018	31	SAC Bookstore	Textbook	OXFORD UNIVERSITY PRESS	\$1,055.20
TX-DON005091	6/5/2018	31	SAC Bookstore	Textbook	CENGAGE LEARNING	\$22,542.00
TX-DON005092	6/5/2018	31	SAC Bookstore	Textbook	NORTON, INC.	\$6,745.00
TX-DON005093	6/5/2018	31	SAC Bookstore	Textbook	AMAZON	\$2,535.17
TX-DON005094	6/5/2018	31	SAC Bookstore	Textbook	TEACHERS COLLEGE PRESS	\$99.80
TX-DON005095	6/5/2018	31	SAC Bookstore	Textbook	SAGE PUBLICATIONS, INC.	\$1,142.40
TX-DON005096	6/5/2018	31	SAC Bookstore	Textbook	GOODHEART-WILLCOX CO.,INC	\$1,637.20
TX-DON005098	6/5/2018	31	SAC Bookstore	Textbook	DON BOOKSTORE	\$144.00
TX-DON005099	6/5/2018	31	SAC Bookstore	Textbook	PARADIGM PUBLISHING CO.	\$4,252.25
TX-DON005100	6/5/2018	31	SAC Bookstore	Textbook	TREEHOUSE VIDEO	\$997.50
TX-DON005102	6/5/2018	31	SAC Bookstore	Textbook	CADCIM TECHNOLOGIES	\$1,061.55
TX-DON005103	6/5/2018	31	SAC Bookstore	Textbook	WEST ACADEMIC	\$200.00
TX-DON005105	6/5/2018	31	SAC Bookstore	Textbook	IFSTA	\$1,168.00
TX-DON005106	6/5/2018	31	SAC Bookstore	Textbook	JONES & BARTLETT LEARNING	\$682.80
TX-DON005107	6/5/2018	31	SAC Bookstore	Textbook	SCHROFF DEVELOPMENT CORP	\$702.00
TX-DON005108	6/5/2018	31	SAC Bookstore	Textbook	SOUTHWEST ORGANIZING PROJ	\$121.60
TX-DON005110	6/5/2018	31	SAC Bookstore	Textbook	PEARSON EDUCATION	\$3,663.00
TX-DON005111	6/5/2018	31	SAC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$1,415.25
TX-DON005112	6/5/2018	31	SAC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$540.00
TX-DON005113	6/7/2018	31	SAC Bookstore	Textbook	CENGAGE LEARNING	\$600.00
TX-DON005114	6/7/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$1,031.94
TX-DON005115	6/7/2018	31	SAC Bookstore	Textbook	AMAZON	\$1,996.20
TX-DON005116	6/11/2018	31	SAC Bookstore	Textbook	PEARSON EDUCATION	\$3,765.90
TX-DON005117	6/11/2018	31	SAC Bookstore	Textbook	PEARSON EDUCATION	\$4,000.00
TX-DON005118	6/11/2018	31	SAC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$2,394.90

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
TX-DON005119	6/11/2018	31	SAC Bookstore	Textbook	PEARSON EDUCATION	\$5,820.00
TX-DON005120	6/11/2018	31	SAC Bookstore	Textbook	PEARSON EDUCATION	\$7,434.00
TX-DON005121	6/11/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$1,391.00
TX-DON005122	6/12/2018	31	SAC Bookstore	Textbook	AMAZON	\$550.00
TX-DON005123	6/12/2018	31	SAC Bookstore	Textbook	ESCIENCE LABS	\$1,008.00
TX-DON005124	6/12/2018	31	SAC Bookstore	Textbook	CENGAGE LEARNING	\$400.00
TX-DON005127	6/12/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$1,984.38
TX-DON005128	6/12/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$1,236.90
TX-DON005136	6/12/2018	31	SAC Bookstore	Textbook	CENGAGE LEARNING	\$1,125.00
TX-DON005137	6/12/2018	31	SAC Bookstore	Textbook	INDICO	\$477.56
TX-DON005138	6/12/2018	31	SAC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$1,712.80
TX-DON005139	6/12/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$46.20
TX-DON005140	6/12/2018	31	SAC Bookstore	Textbook	NORTON, INC.	\$880.00
TX-DON005141	6/12/2018	31	SAC Bookstore	Textbook	MPS FORMERLY VHPS	\$580.00
TX-DON005142	6/12/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$157.00
TX-DON005143	6/19/2018	31	SAC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$443.10
TX-DON005144	6/19/2018	31	SAC Bookstore	Textbook	CENGAGE LEARNING	\$1,920.00
TX-DON005145	6/19/2018	31	SAC Bookstore	Textbook	MPS FORMERLY VHPS	\$292.56
TX-DON005146	6/19/2018	31	SAC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$321.14
TX-DON005147	6/19/2018	31	SAC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$474.40
TX-DON005148	6/19/2018	31	SAC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$16.50
TX-DON005149	6/19/2018	31	SAC Bookstore	Textbook	INDICO	\$41.60
TX-DON005150	6/19/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$1,973.25
TX-DON005151	6/19/2018	31	SAC Bookstore	Textbook	AMAZON	\$44.00
TX-DON005152	6/19/2018	31	SAC Bookstore	Textbook	AMAZON	\$4.00
TX-DON005153	6/20/2018	31	SAC Bookstore	Textbook	MCGRAW-HILL PUBLISHING CO	\$450.00
TX-DON005154	6/20/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$444.80
TX-DON005155	6/20/2018	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$519.75
TX-DON005156	6/22/2018	31	SAC Bookstore	Textbook	CENGAGE LEARNING	\$2,400.00
TX-HAWK003846	6/6/2018	31	SCC Bookstore	Textbook	PEARSON EDUCATION	\$465.00
TX-HAWK003848	6/7/2018	31	SCC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$37.50
TX-HAWK003850	6/11/2018	31	SCC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$114.00
TX-HAWK003852	6/11/2018	31	SCC Bookstore	Textbook	PEARSON EDUCATION	\$2,114.20
TX-HAWK003853	6/11/2018	31	SCC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$995.20
TX-HAWK003854	6/11/2018	31	SCC Bookstore	Textbook	MCGRAW-HILL PUBLISHING CO	\$1,580.00
TX-HAWK003855	6/11/2018	31	SCC Bookstore	Textbook	PEARSON EDUCATION	\$5,397.00
TX-HAWK003856	6/12/2018	31	SCC Bookstore	Textbook	TEXAS BOOK COMPANY	\$226.00

**Board Meeting of 7/16/2018
Bookstore Fund Purchase Order List
5/27/18 thru 6/23/18**

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
TX-HAWK003857	6/12/2018	31	SCC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$84.06
TX-HAWK003858	6/13/2018	31	SCC Bookstore	Textbook	PEARSON EDUCATION	\$1,174.80
TX-HAWK003859	6/13/2018	31	SCC Bookstore	Textbook	AMAZON	\$435.75
TX-HAWK003860	6/15/2018	31	SCC Bookstore	Textbook	KJOS MUSIC CO	\$127.60
TX-HAWK003862	6/19/2018	31	SCC Bookstore	Textbook	MCGRAW-HILL PUBLISHING CO	\$900.00
TX-HAWK003863	6/20/2018	31	SCC Bookstore	Textbook	CENGAGE LEARNING	\$225.00
TX-HAWK003864	6/20/2018	31	SCC Bookstore	Textbook	AMAZON	\$223.12
TX-HAWK003865	6/21/2018	31	SCC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$14.52
Grand Total:						\$204,542.51

Legend for All Funds at RSCCD	
Fund	Description
11	General Fund Unrestricted
12	General Fund Restricted
13	GF Unrestricted One-Time Funds
21	Bond Int & Red Fund, Series A
22	Bond Int & Red Fund, Series B
23	Bond Int & Red Fund, Series C
24	Bond Interest & Redemp Fund
31	Bookstore Fund
33	Child Development Fund
41	Capital Outlay Projects Fund
42	Bond Fund, Measure E
43	Bond Fund, Measure Q
51	Fixed Assets
52	Cash Flow Fund
61	Property and Liability Fund
62	Workers' Compensation Fund
63	Retiree Benefits Fund
71	Associated Students Fund
72	Representation Fee Trust Fund
74	Student Financial Aid Fund
76	Community Education Fund
79	Diversified Trust Fund
81	Diversified Agency Fund
91	Foundation Gen Op Fund Uninvst
92	Foundation Gen Op Fund Invest
93	Foundation Trust Fund Uninvest
94	Foundation Trust Fund Invested
95	Foundation Scholar Fund Uninvt
96	Foundation Scholar Fund Invest
97	Foundation Rest Rev Fund Uninv
98	Foundation Rest Rev Fund Invst
99	Foundation Endowment Fund

4.13 (11)

Legend: * = Multiple Funds for this P.O.

Printed: 6/25/2018 8:50:25AM

Environment: Production

LoginID: DR21189

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM MAY 27, 2018 THROUGH JUNE 23, 2018
BOARD MEETING OF JULY 16, 2018**

P.O. #	Amount	Description	Department	Comment
18-P0052127	\$48,460.00	Lodging fees for Santa Ana College students and staff to attend the Upward Bound TRIO Program Summer Residential Program at Chapman University.	SAC- Student Services	Conference Request Claim approved by Dr. Rose on May 1, 2018
18-P0052166	\$37,712.50	Cisco telephones to be deployed at Santiago Canyon College and District Operations Center as needed.	DO- ITS	Received Quotations: *1. CXTEC 2. CDW-G *Successful Bidder
18-P0052223	\$93,183.00	Insurance close out billing for the Central Plant project at Santa Ana College	DO- Facility Planning	Required insurance coverage
18-P0052242	\$725,000.00	Barrier Removal Exterior Parking Phase 1 project at Santiago Canyon College	DO- Facility Planning	Bid #1342 Board Approved: May 14, 2018
18-P0052255	\$18,740.00	Lumen Educational Resources material fees	SAC- Distance Education	Per subscription and master service agreement dated February 3, 2015
18-P0052261	\$37,133.32	Lighting fixtures for the Prop 39 Year 5 Project for Santa Ana College, Santiago Canyon College, Digital Media Center, Orange County Sheriff's Regional Training Academy, and District Operations Center	DO- Facility Planning	Purchased from the Foundation for California Community Colleges Administrative Services Agreement #CB 15-011 Board Approved: January 22, 2018
18-P0052263	\$16,301.99	Capital Facilities Capacity charge for the Measure Q Science Center Project at Santa Ana College	DO- Facility Planning	Required Fees

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM MAY 27, 2018 THROUGH JUNE 23, 2018
BOARD MEETING OF JULY 16, 2018**

P.O. #	Amount	Description	Department	Comment
18-P0052270	\$233,003.75	Instructional hours for Fire Technology training for Summer 2017	SAC- Fire Technology	Board Approved: February 26, 2018
18-P0052272	\$62,000.00	Consultant to provide Districtwide door hardware assessment	DO- Facility Planning	Board Approved: June 11, 2018
18-P0052289	\$73,691.61	Plan review fees for the Central Mall Project at Santa Ana College	DO- Facility Planning	Required DSA Fees
18-P0052290	\$17,819.58	Plan review fees for the Mechanical Upgrades Project at Santa Ana College	DO- Facility Planning	Required DSA Fees
18-P0052294	\$38,727.55	Lighting fixtures for the Prop 39 Year 5 Project for Santa Ana College, Santiago Canyon College, Digital Media Center, Orange County Sheriff's Regional Training Academy, and District Operations Center	Facility Planning Office	Purchased from the Foundation for California Community Colleges Administrative Services Agreement #CB 15-011 Board Approved: January 22, 2018
18-P0052303	\$220,651.00	Elevator parts replacement at the District Operations Center	DO- Facility Planning	Bid #1336 Board Approved: May 14, 2018
18-P0052311	\$18,188.83	2018 Honda Fit for Santa Ana College Automotive Technology	SAC- Automotive Technology	Received Quotations: *1. El Monte Honda 2. Rancho Santa Margarita Honda *Successful Bidder

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM MAY 27, 2018 THROUGH JUNE 23, 2018
BOARD MEETING OF JULY 16, 2018**

P.O. #	Amount	Description	Department	Comment
18-P0189417	\$100,000.00	Participation fee for the College Work-Based Learning Planning and Tools Pilot Project	LAOCRC	Board Approved: November 13, 2017
18-P0189418	\$40,000.00	Agreement with Shasta-Tehama-Trinity Community College District on behalf of the Shasta College to participate in an Industry Sector Projects in Common (ISPIC), the Linking Business Advising to the Classroom project	DO- Grants	Board Approved: May 14, 2018
18-P0189420	\$60,000.00	Agreement with Victor Valley Community College District on behalf of the Victor Valley College to participate in an Industry Sector Projects in Common (ISPIC), the Integrating Entrepreneurship into Makerspaces project	DO- Grants	Board Approved: May 14, 2018
18-P0189421	\$20,000.00	Agreement with Sequoias Community College District on behalf of the College of the Sequoias to participate in an Industry Sector Projects in Common (ISPIC), the Agriculture Business Microsoft Specialist Certification project	DO- Grants	Board Approved: March 26, 2018
18-P0189423	\$100,000.00	Agreement with SynED to participate in an Industry Sector Projects in Common (ISPIC), the Information Technology Readiness and Cybersecurity project	DO- Grants	Board Approved: May 14, 2018
18-P0189424	\$100,000.00	Agreement with Integrative Impact, LLC to participate in an Industry Sector Projects in Common (ISPIC), the Industry Partners Engagement Advisory Platform project	DO- Grants	Board Approved: May 14, 2018

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM MAY 27, 2018 THROUGH JUNE 23, 2018
BOARD MEETING OF JULY 16, 2018**

P.O. #	Amount	Description	Department	Comment
18-P0189425	\$20,000.00	Agreement with Ventura County Community College District on behalf of the Moorpark College to participate in an Industry Sector Projects in Common (ISPIC), the Biotechnology-Supply Chain project	DO- Grants	Board Approved: March 26, 2018
18-P0189426	\$19,800.00	Agreement with Contra Costa Community College District on behalf of the Contra Costa College to participate in an Industry Sector Projects in Common (ISPIC), the Biotechnology-Supply Chain project	DO- Grants	Board Approved: March 26, 2018
18-P0189427	\$15,000.00	Agreement with San Francisco Community College District on behalf of the San Francisco City College to participate in an Industry Sector Projects in Common (ISPIC), the Integrating Entrepreneurship into Makerspaces project	DO- Grants	Board Approved: May 14, 2018
18-P0189428	\$100,000.00	Agreement with Merced Community College District on behalf of the Merced College to participate in an Industry Sector Projects in Common (ISPIC), the Global Trade - Trade Analysis Tool project	DO- Grants	Board Approved: May 14, 2018
18-P0189429	\$18,000.00	Agreement with Sonoma Community College District on behalf of the Santa Rosa Junior College to participate in an Industry Sector Projects in Common (ISPIC), the Ensuring Safe Food Production and Distribution project	DO- Grants	Board Approved: May 14, 2018

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM MAY 27, 2018 THROUGH JUNE 23, 2018
BOARD MEETING OF JULY 16, 2018**

P.O. #	Amount	Description	Department	Comment
18-P0189430	\$18,000.00	Agreement with West Hills Community College District on behalf of the West Hills College-Coalinga to participate in an Industry Sector Projects in Common (ISPIC), the Ensuring Safe Food Production and Distribution project	DO- Grants	Board Approved: May 14, 2018
18-P0189431	\$20,000.00	Agreement with San Joaquin Delta Community College District on behalf of the San Joaquin Delta College to participate in an Industry Sector Projects in Common (ISPIC), the Self-employment Pathways in the Gig Economy project	DO- Grants	Board Approved: May 14, 2018
18-P0189432	\$100,000.00	Agreement with Long Beach Community College District on behalf of the Long Beach City College to participate in an Industry Sector Projects in Common (ISPIC), the Global Trade - Digital Badge and Web Marketing project	DO- Grants	Board Approved: May 14, 2018
18-P0189433	\$25,968.00	Audit services for the 2017-2018 Fiscal Year	DO- Business Operations	For work completed on the 2017-2018 Financial and Compliance Audit in May 2018 Board Approved: January 9, 2017

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM MAY 27, 2018 THROUGH JUNE 23, 2018
BOARD MEETING OF JULY 16, 2018**

P.O. #	Amount	Description	Department	Comment
18-P0189434	\$72,500.00	Agreement with SynED to participate in an Industry Sector Projects in Common (ISPIC), the Information Communications Technology (ICT) Sector Information Technology Fundamentals (ITF) Curriculum Development project	DO- Grants	Board Approved: June 11, 2018
18-P0189435	\$74,075.00	Agreement with SynED to participate in an Industry Sector Projects in Common (ISPIC), the Information Communications Technology (ICT) Sector National Cyber League (NCL) Voucher Management project	DO- Grants	Board Approved: June 11, 2018

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: July 16, 2018
Re: Approval of Resource Development Items	
Action: Request for Approval	

ANALYSIS

Items for the following categorical programs were developed:

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
<u>Fiscal Year 2017/2018</u>		
1. Strong Workforce Program – Local Share (SAC and SCC) Funds from the California Community Colleges Chancellor’s Office to improve the quality and increase the quantity of career technical education programs, workforce development courses, pathways, credentials, certificates, and degrees provided at each college to achieve successful workforce outcomes leading to high-demand, high wage jobs. (17/18). <i>No match required.</i> · SAC \$2,316,566 · SCC \$1,261,051	01/31/2018	\$3,577,617
<u>Fiscal Year 2018/2019</u>		
2. College Assistance Migrant Program (CAMP) – Year 2 (SCC) Year two of a five-year grant from the U.S. Department of Education to assist migrant students to complete their first academic year of college and to continue in post-secondary education. (18/19). <i>No match required.</i>	06/21/2018	\$425,000
3. Data Science Tools Fiscal Agent (DO) Funds from the California Community Colleges Chancellor’s Office to serve as the Fiscal Agent for the Data Science Tools grant. As Fiscal Agent, RSCCD will process sub-agreements and contracts, monitor performance and spending and provide timely responsiveness to grant inquiries, and provide the Chancellor’s Office staff with information needed for decision-making and oversight. Working in partnership with the Chancellor’s Office, other contractors, practitioners, and key partners to support an effort to integrate data systems for community colleges to use for strategic planning and development in order to accelerate student success leading to an increase in completion rates, higher levels of educational attainment, stronger economic outcomes, and reduced equity gaps. (18/19). <i>The match required is 10% (\$350,000) and will be provided by the implementation key partners.</i>	06/11/2018	\$3,500,000

Fiscal Impact: \$7,577,132	Board Date: July 16, 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	

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
4. Math, Engineering and Science Achievement (MESA) Program – (SAC) Year two of a five-year grant from the California Community Colleges Chancellor’s Office to continue the existing MESA program, which provides academic, enrichment activities, and support services to eligible science, mathematics, computer science, and engineering students, in order to increase the number of disadvantaged students who transfer to college/ university programs. (18/19). <i>The match required is \$74,515; the actual match contribution is \$95,199 that includes Suzanne Lohmann, MESA Student Services Coordinator at \$44,310 (56%) and benefits at \$50,889 (100%). All benefits for the Coordinator are unallowable costs to the grant.</i>	07/01/2018	\$74,515

RECOMMENDATION

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

Fiscal Impact: \$7,577,132	Board Date: July 16, 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 #2226

NAME: Strong Workforce Program - Local Share (Santa Ana College)

FISCAL YEARS 2017/2018 and 2018/2019

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

CONTRACT AWARD 17/18: \$1,569,109

INCENTIVE FUNDS 17/18: \$747,457

TOTAL SWP LOCAL: \$2,316,566

PRIME SPONSOR: California Community Colleges Chancellor's Office

FISCAL AGENT: Rancho Santiago CCD

PRIME AWARD #: Categorical Apportionment

PROJ ADM: Bart Hoffman

PROJ DIR: Kimberly Mathews

Date: 06/29/2018

GL Account String	Description	New Budget	
		Debit (+)	Credit (-)
12-2226-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		2,316,566
12-2226-679000-10000-5865	Indirect Costs : Santa Ana College (4%)	89,099	
Project: Nursing-NCE Competency Course			
12-2226-123010-16640-1313	Beyond Contract-Instructors : Nursing	15,575	
12-2226-123010-16640-2420	Inst Assistant - Hourly : Nursing	18,875	
12-2226-123010-16640-3111	STRS - Instructional : Nursing	2,207	
12-2226-123010-16640-3321	Medicare - Instructional : Nursing	500	
12-2226-123010-16640-3331	PARS - Instructional : Nursing	245	
12-2226-123010-16640-3431	H & W - Retiree Fund Inst : Nursing	1,251	
12-2226-123010-16640-3511	SUI - Instructional : Nursing	17	
12-2226-123010-16640-3611	WCI - Instructional : Nursing	775	
12-2226-123010-16640-4310	Instructional Supplies : Nursing classroom supplies to run simulations	2,100	
12-2226-123010-16640-6410	Equip-All Other >\$1,000<\$5,000 : Nursing Laptop for medication admin/electronic medical records	2,500	
12-2226-123010-16640-6415	Equip-Mod Furn > \$5,000 : Nursing Patient Care Simulator: Nursing Anne (Laerdal) \$15,323 Mid fidelity Simulation for Class room (Laerdal) \$11,954	27,277	
12-2226-602000-16640-1483	Beyond Contr - Reassigned Time : Nursing Curriculum development (course/theory)	2,250	
12-2226-602000-16640-3115	STRS - Non-Instructional : Nursing	366	
12-2226-602000-16640-3325	Medicare - Non-Instructional : Nursing	33	
12-2226-602000-16640-3435	H & W - Retiree Fund Non-Inst : Nursing	82	
12-2226-602000-16640-3515	SUI - Non-Instructional : Nursing	1	
12-2226-602000-16640-3615	WCI - Non-Instructional : Nursing	51	
12-2226-602000-16640-5100	Contracted Services : Nursing	5,600	
12-2226-619000-16640-4610	Non-Instructional Supplies : Nursing	8,240	
12-2226-675000-16640-5210	Conference Expenses : Nursing	6,000	
	Sub-Total 16640 - Nursing	93,945	
Project: Legal Studies CTE Workforce Development 2			
12-2226-647000-15175-2130	Classified Employees : Paralegal Job Developer, TBD (12-3 @ 100%)	41,028	
12-2226-647000-15175-3215	PERS - Non-Instructional : Paralegal	7,171	
12-2226-647000-15175-3315	OASDHI - Non-Instructional : Paralegal	2,531	
12-2226-647000-15175-3325	Medicare - Non-Instructional : Paralegal	592	
12-2226-647000-15175-3415	H & W - Non-Instructional : Paralegal	19,707	

SPECIAL PROJECT DETAILED BUDGET #2226

NAME: Strong Workforce Program - Local Share (Santa Ana College)

FISCAL YEARS 2017/2018 and 2018/2019

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

CONTRACT AWARD 17/18: \$1,569,109

INCENTIVE FUNDS 17/18: \$747,457

TOTAL SWP LOCAL: \$2,316,566

PRIME SPONSOR: California Community Colleges Chancellor's Office

FISCAL AGENT: Rancho Santiago CCD

PRIME AWARD #: Categorical Apportionment

PROJ ADM: Bart Hoffman

PROJ DIR: Kimberly Mathews

Date: 06/29/2018

GL Account String	Description	New Budget	
		Debit (+)	Credit (-)
12-2226-647000-15175-3435	H & W - Retiree Fund Non-Inst : Paralegal	1,482	
12-2226-647000-15175-3515	SUI - Non-Instructional : Paralegal	20	
12-2226-647000-15175-3615	WCI - Non-Instructional : Paralegal	919	
12-2226-647000-15175-3915	Other Benefits - Non-Instruct : Paralegal	1,125	
	Sub-Total 15125 - Business Administration	74,575	
Project: CEWD Building a CEWD sustainable infrastructure to support all CTE program			
12-2226-601000-15205-2130	Classified Employees : Career Ed & Work Dev Office Susana Cardenas, Admin Secretary (12-2 @ 100%) Roxana Pleitez, Sr. Account Clerk (10-4 +2PG @ 100%)	67,976	
12-2226-601000-15205-3215	PERS - Non-Instructional : Career Ed & Work Dev Off	12,278	
12-2226-601000-15205-3315	OASDHI - Non-Instructional : Career Ed & Work Dev O	4,339	
12-2226-601000-15205-3325	Medicare - Non-Instructional : Career Ed & Work Dev	1,015	
12-2226-601000-15205-3415	H & W - Non-Instructional : Career Ed & Work Dev Of	42,731	
12-2226-601000-15205-3435	H & W - Retiree Fund Non-Inst : Career Ed & Work De	2,540	
12-2226-601000-15205-3515	SUI - Non-Instructional : Career Ed & Work Dev Offi	35	
12-2226-601000-15205-3615	WCI - Non-Instructional : Career Ed & Work Dev Offi	1,574	
12-2226-601000-15205-3915	Other Benefits - Non-Instruct : Career Ed & Work De	2,000	
12-2226-601000-15205-4610	Non-Instructional Supplies : Career Ed & Work Dev O	2,500	
12-2226-601000-15205-5100	Contracted Services : Career Ed & Work Dev Office Facilities/Independent Contractors/Services	722,350	
12-2226-601000-15205-5220	Mileage/Parking Expenses : Career Ed & Work Dev O	1,500	
12-2226-601000-15205-5940	Reproduction/Printing Expenses : Career Ed & Work	1,500	
12-2226-601000-15205-6410	Equip-All Other >\$200 < \$1,000 : Career Ed & Work D	1,249	
12-2226-619000-15205-2130	Classified Employees : Career Ed & Work Dev Office Ruby Flores, Student Svs Coord (15-2 @ 100%)	34,420	
12-2226-619000-15205-3215	PERS - Non-Instructional : Career Ed & Work Dev Off	6,217	
12-2226-619000-15205-3315	OASDHI - Non-Instructional : Career Ed & Work Dev O	2,188	
12-2226-619000-15205-3325	Medicare - Non-Instructional : Career Ed & Work Dev	512	
12-2226-619000-15205-3415	H & W - Non-Instructional : Career Ed & Work Dev Of	14,759	
12-2226-619000-15205-3435	H & W - Retiree Fund Non-Inst : Career Ed & Work De	1,281	
12-2226-619000-15205-3515	SUI - Non-Instructional : Career Ed & Work Dev Offi	18	
12-2226-619000-15205-3615	WCI - Non-Instructional : Career Ed & Work Dev Offi	794	
12-2226-619000-15205-3915	Other Benefits - Non-Instruct : Career Ed & Work De	875	
12-2226-619000-15205-5966	Transportation - Student : Career Ed & Work De	15,000	
12-2226-649000-15205-2130	Classified Employees : Career Ed & Work Dev Office Raquel Requena, Student Svs Coord (15-2 @ 100%)	34,420	

SPECIAL PROJECT DETAILED BUDGET #2226

NAME: Strong Workforce Program - Local Share (Santa Ana College)

FISCAL YEARS 2017/2018 and 2018/2019

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

PROJ ADM: Bart Hoffman

CONTRACT AWARD 17/18: \$1,569,109

PROJ DIR: Kimberly Mathews

INCENTIVE FUNDS 17/18: \$747,457

Date: 06/29/2018

TOTAL SWP LOCAL: \$2,316,566

PRIME SPONSOR: California Community Colleges Chancellor's Office

FISCAL AGENT: Rancho Santiago CCD

PRIME AWARD #: Categorical Apportionment

GL Account String	Description	New Budget	
		Debit (+)	Credit (-)
12-2226-649000-15205-3215	PERS - Non-Instructional : Career Ed & Work Dev Off	6,217	
12-2226-649000-15205-3315	OASDHI - Non-Instructional : Career Ed & Work Dev O	2,188	
12-2226-649000-15205-3325	Medicare - Non-Instructional : Career Ed & Work Dev	512	
12-2226-649000-15205-3415	H & W - Non-Instructional : Career Ed & Work Dev Of	14,759	
12-2226-649000-15205-3435	H & W - Retiree Fund Non-Inst : Career Ed & Work De	1,281	
12-2226-649000-15205-3515	SUI - Non-Instructional : Career Ed & Work Dev Offi	18	
12-2226-649000-15205-3615	WCI - Non-Instructional : Career Ed & Work Dev Offi	794	
12-2226-649000-15205-3915	Other Benefits - Non-Instruct : Career Ed & Work De	875	
12-2226-675000-15205-5100	Contracted Services : Career Ed & Work Dev Office	70,000	
12-2226-679000-15205-2130	Classified Employees : Career Ed & Work Dev Office Alexander Claxton, Research Analyst (16-2 @ 25%)	7,829	
12-2226-679000-15205-2310	Classified Employees - Ongoing : Career Ed & Work Research Assistant, TBD (0.475 FTE)	24,923	
12-2226-679000-15205-3215	PERS - Non-Instructional : Career Ed & Work Dev Off	1,414	
12-2226-679000-15205-3315	OASDHI - Non-Instructional : Career Ed & Work Dev O	497	
12-2226-679000-15205-3325	Medicare - Non-Instructional : Career Ed & Work Dev	447	
12-2226-679000-15205-3335	PARS - Non-Instructional : Career Ed & Work Dev Off	296	
12-2226-679000-15205-3415	H & W - Non-Instructional : Career Ed & Work Dev Of	2,020	
12-2226-679000-15205-3435	H & W - Retiree Fund Non-Inst : Career Ed & Work De	1,118	
12-2226-679000-15205-3515	SUI - Non-Instructional : Career Ed & Work Dev Offi	15	
12-2226-679000-15205-3615	WCI - Non-Instructional : Career Ed & Work Dev Offi	693	
12-2226-679000-15205-3915	Other Benefits - Non-Instruct : Career Ed & Work De	188	
	Sub-Total 15205 - CTE	1,110,155	
Project: F&PA - HD Digital Production Camera and Gear Acquisition for New Certificates			
12-2226-060420-15552-6410	Equip-All Other >\$1,000<\$5,000 : Television (TV/Film) Camera lenses: Canon EF 70-200 f/2.8L \$1,900/ea x 5 Camera lenses: Canon EF 16-35 f/2.8L \$2,000/ea x 5 Camera lenses: Canon EF 85 f/1.4 \$1,600/ea x 5	27,500	
12-2226-060420-15552-6411	Equip-All Other > \$5,000 : Television (TV/Film/Video) BH Canon EOS C 100 Mark II \$6,519/ea x 25 +tax	187,500	
	Sub-Total 15552 - Television/Film/Video	215,000	
Project: OTA - Full Time OTA Faculty			
12-2226-121800-15718-1110	Contract Instructors : Occupational Therapy Dawn McKenna-Sallade (Class II Step 10 @ 75%)	76,042	
12-2226-121800-15718-3111	STRS - Instructional : Occupational Therapy	12,292	
12-2226-121800-15718-3321	Medicare - Instructional : Occupational Therapy	1,120	

SPECIAL PROJECT DETAILED BUDGET #2226

NAME: Strong Workforce Program - Local Share (Santa Ana College)

FISCAL YEARS 2017/2018 and 2018/2019

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

PROJ ADM: Bart Hoffman

CONTRACT AWARD 17/18: \$1,569,109

PROJ DIR: Kimberly Mathews

INCENTIVE FUNDS 17/18: \$747,457

Date: 06/29/2018

TOTAL SWP LOCAL: \$2,316,566

PRIME SPONSOR: California Community Colleges Chancellor's Office

FISCAL AGENT: Rancho Santiago CCD

PRIME AWARD #: Categorical Apportionment

GL Account String	Description	New Budget	
		Debit (+)	Credit (-)
12-2226-121800-15718-3411	H & W - Instructional : Occupational Therapy	33,087	
12-2226-121800-15718-3431	H & W - Retiree Fund Inst : Occupational Therapy	2,803	
12-2226-121800-15718-3511	SUI - Instructional : Occupational Therapy	39	
12-2226-121800-15718-3611	WCI - Instructional : Occupational Therapy	1,737	
12-2226-121800-15718-3911	Other Benefits - Instructional : Occupational Thera	1,706	
12-2226-121800-15762-1110	Contract Instructors : Occupational Studies/BS Dawn McKenna-Sallade (Class II Step 10 @ 25%)	25,169	
12-2226-121800-15762-3111	STRS - Instructional : Occupational Studies/BS	4,097	
12-2226-121800-15762-3321	Medicare - Instructional : Occupational Studies/BS	373	
12-2226-121800-15762-3411	H & W - Instructional : Occupational Studies/BS	18,101	
12-2226-121800-15762-3431	H & W - Retiree Fund Inst : Occupational Studies/BS	934	
12-2226-121800-15762-3511	SUI - Instructional : Occupational Studies/BS	13	
12-2226-121800-15762-3611	WCI - Instructional : Occupational Studies/BS	579	
12-2226-121800-15762-3911	Other Benefits - Instructional : Occupational Studi	569	
	Sub-Total - Occupational Therapy	178,661	
Project: Diesel			
12-2226-094700-15752-5950	Software License and Fees : Diesel Web-based training content for engines NEXIQ USB-Link PC Interface Navistar Engine Diagnostics, NavKal Pro, HeRo Software Bundle	5,722	
12-2226-094700-15752-6411	Equip-All Other > \$5,000 : Diesel Detroit Engine - GHG14DD Series Complete Running Engine and & ATD (Aftertreatment Devices) \$59,400/ea x 2 +tax and shipping @ \$130,744 Navistar Maxx Force 11 Long Block engines and adapter \$17,179/ea x 3 +tax and shipping @ \$57,264 Caterpillar Long Block Engine - C-15 with Engine Stands - OTC 1750 and Engine Adapter Plate for Caterpillar \$22,002/ea x 3 +tax and shipping @ 72,900	260,908	
	Sub-Total - 15752 Diesel	266,630	
Project: Manufacturing - Drones Project			
12-2226-095600-15755-1313	Contract Instructors : Manufacturing Technology	25,000	
12-2226-095600-15755-3111	STRS - Instructional : Manufacturing Technology	3,491	
12-2226-095600-15755-3321	Medicare - Instructional : Manufacturing Technology	363	
12-2226-095600-15755-3431	H & W - Retiree Fund Inst : Manufacturing Technology	908	
12-2226-095600-15755-3511	SUI - Instructional : Manufacturing Technology	13	

SPECIAL PROJECT DETAILED BUDGET #2226

NAME: Strong Workforce Program - Local Share (Santa Ana College)

FISCAL YEARS 2017/2018 and 2018/2019

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

PROJ ADM: Bart Hoffman

CONTRACT AWARD 17/18: \$1,569,109

PROJ DIR: Kimberly Mathews

INCENTIVE FUNDS 17/18: \$747,457

Date: 06/29/2018

TOTAL SWP LOCAL: \$2,316,566

PRIME SPONSOR: California Community Colleges Chancellor's Office

FISCAL AGENT: Rancho Santiago CCD

PRIME AWARD #: Categorical Apportionment

GL Account String	Description	New Budget	
		Debit (+)	Credit (-)
12-2226-095600-15755-3611	WCI - Instructional : Manufacturing Technology	563	
12-2226-095600-15755-4210	Books, Mags & Subscrip-Non-Lib : Manufacturing Technology	2,500	
12-2226-095600-15755-4310	Instructional Supplies : Manufacturing Technology	2,500	
12-2226-095600-15755-4520	Repair & Replacement Parts : Manufacturing Technology	5,000	
12-2226-095600-15755-5660	Software Support Service : Manufacturing Technology	1,000	
12-2226-095600-15755-5950	Software License and Fees : Manufacturing Technology	1,000	
12-2226-095600-15755-6410	Equip-All Other >\$1,000<\$5,000 : Manufacturing Technology	14,000	
12-2226-095600-15755-6411	Equip-All Other > \$5,000 : Manufacturing Technology	30,000	
12-2226-095600-15755-6418	Equip-Software >\$1,000 <\$5,000 : Manufacturing Technology	2,500	
12-2226-619000-15755-1483	Beyond Contr - Reassigned Time : Manufacturing Technology	24,420	
12-2226-619000-15755-3115	STRS - Non-Instructional : Manufacturing Technology	3,576	
12-2226-619000-15755-3325	Medicare - Non-Instructional : Manufacturing Technology	354	
12-2226-619000-15755-3435	H & W - Retiree Fund Non-Inst : Manufacturing Technology	886	
12-2226-619000-15755-3515	SUI - Non-Instructional : Manufacturing Technology	12	
12-2226-619000-15755-3615	WCI - Non-Instructional : Manufacturing Technology	549	
12-2226-675000-15755-5210	Conference Expenses : Manufacturing Technology	12,000	
	Sub-Total - 15755 Manufacturing Technology	130,635	
Project: Science- Biotech Student -Made Biomanufacturing Coop.			
12-2226-619000-16410-2310	Classified Employees - Ongoing : Biology Science Storekeeper (0.475 FTE)	13,945	
12-2226-619000-16410-3325	Medicare - Non-Instructional : Biology	202	
12-2226-619000-16410-3335	PARS - Non-Instructional : Biology	181	
12-2226-619000-16410-3435	H & W - Retiree Fund Non-Inst : Biology	1,822	
12-2226-619000-16410-3515	SUI - Non-Instructional : Biology	7	
12-2226-619000-16410-3615	WCI - Non-Instructional : Biology	314	
12-2226-619000-16410-4610	Non-Instructional Supplies : Biology	1,000	
	Sub-Total 16410 - Biology	17,471	
Project: CEC - Creating Clear Career Pathways from Noncredit to Credit			
12-2226-601000-18100-2110	Classified Management : Continuing Education Divisi Lorena Chavez, Director of Special Prg (H-2 @ 100%)	66,150	
12-2226-601000-18100-3215	PERS - Non-Instructional : Continuing Education Div	15,416	
12-2226-601000-18100-3315	OASDHI - Non-Instructional : Continuing Education D	5,498	
12-2226-601000-18100-3325	Medicare - Non-Instructional : Continuing Education	1,286	
12-2226-601000-18100-3415	H & W - Non-Instructional : Continuing Education Di	13,115	
12-2226-601000-18100-3435	H & W - Retiree Fund Non-Inst : Continuing Educatio	3,219	
12-2226-601000-18100-3515	SUI - Non-Instructional : Continuing Education Divi	44	

SPECIAL PROJECT DETAILED BUDGET #2226

NAME: Strong Workforce Program - Local Share (Santa Ana College)

FISCAL YEARS 2017/2018 and 2018/2019

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

PROJ ADM: Bart Hoffman

CONTRACT AWARD 17/18: \$1,569,109

PROJ DIR: Kimberly Mathews

INCENTIVE FUNDS 17/18: \$747,457

Date: 06/29/2018

TOTAL SWP LOCAL: \$2,316,566

PRIME SPONSOR: California Community Colleges Chancellor's Office

FISCAL AGENT: Rancho Santiago CCD

PRIME AWARD #: Categorical Apportionment

GL Account String	Description	New Budget	
		Debit (+)	Credit (-)
12-2226-601000-18100-3615	WCI - Non-Instructional : Continuing Education Divi	1,995	
12-2226-601000-18100-3915	Other Benefits - Non-Instruct : Continuing Educatio	3,320	
12-2226-601000-18100-4610	Non-Instructional Supplies : Continuing Education D	2,250	
12-2226-619000-18100-5940	Reproduction/Printing Expenses : Continuing Educati	5,000	
12-2226-675000-18100-5210	Conference Expenses : Continuing Education Division	3,626	
12-2226-602000-18190-1480	Part-Time Reassigned Time : Short-Term Vocational	15,750	
12-2226-602000-18190-3115	STRS - Non-Instructional : Short-Term Vocational	2,564	
12-2226-602000-18190-3325	Medicare - Non-Instructional : Short-Term Vocationa	228	
12-2226-602000-18190-3435	H & W - Retiree Fund Non-Inst : Short-Term Vocation	572	
12-2226-602000-18190-3515	SUI - Non-Instructional : Short-Term Vocational	8	
12-2226-602000-18190-3615	WCI - Non-Instructional : Short-Term Vocational	354	
	Sub-Total 18100 - Continuing Education	140,395	
	Total 2226 - SWP Local Share FY 17/18 (SAC)	2,316,566	2,316,566

SPECIAL PROJECT DETAILED BUDGET #2226

NAME: Strong Workforce Program - Local Share (Santiago Canyon College)

FISCAL YEARS 2017/2018 and 2018/2019

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

PROJ ADM: Von Lawson

CONTRACT AWARD 17/18: \$963,099

PROJ DIR: Jetza Torres

INCENTIVE FUNDS 17/18: \$297,952

Date: 06/27/2018

TOTAL SWP LOCAL: \$1,261,051

PRIME SPONSOR: California Community Colleges Chancellor's Office

FISCAL AGENT: Rancho Santiago CCD

PRIME AWARD #: Categorical Apportionment

GL Account String	Description	New Budget	
		Debit (+)	Credit (-)
12-2226-000000-20000-8629	Other Gen Categorical Apport : Santiago Canyon Coll		1,261,051
12-2226-679000-20000-5865	Indirect Costs : Santiago Canyon College (4%)	48,502	
Department: 25055 - Institutional Effectiveness Assessment			
12-2226-601000-25055-2130	Classified Employees : Instl Effectiveness/Assessme Research Analyst, TBD (16-3 @ 100%)	65,729	
12-2226-601000-25055-3215	PERS - Non-Instructional : Instl Effectiveness/Asse	11,872	
12-2226-601000-25055-3315	OASDHI - Non-Instructional : Instl Effectiveness/As	4,168	
12-2226-601000-25055-3325	Medicare - Non-Instructional : Instl Effectiveness/	975	
12-2226-601000-25055-3415	H & W - Non-Instructional : Instl Effectiveness/Ass	27,719	
12-2226-601000-25055-3435	H & W - Retiree Fund Non-Inst : Instl Effectiveness	2,440	
12-2226-601000-25055-3515	SUI - Non-Instructional : Instl Effectiveness/Asses	34	
12-2226-601000-25055-3615	WCI - Non-Instructional : Instl Effectiveness/Asses	1,513	
12-2226-601000-25055-3915	Other Benefits - Non-Instruct : Instl Effectiveness	1,500	
Department: 25205 - Career Education Office			
12-2226-499900-25205-1310	Part-Time Instructors : Career Education Office	20,000	
12-2226-499900-25205-3111	STRS - Instructional : Career Education Office	3,256	
12-2226-499900-25205-3321	Medicare - Instructional : Career Education Office	290	
12-2226-499900-25205-3431	H & W - Retiree Fund Inst : Career Education Office	726	
12-2226-499900-25205-3511	SUI - Instructional : Career Education Office	10	
12-2226-499900-25205-3611	WCI - Instructional : Career Education Office	450	
12-2226-499900-25205-4310	Instructional Supplies : Career Education Office Instructional supplies across CTE programs	500	
12-2226-601000-25205-2110	Classified Management : Career Education Office J. Torres, Director of Special Programs (H-3 @ 100%)	89,624	
12-2226-601000-25205-2130	Classified Employees : Career Education Office Administrative Clerk, TBD (10-3 @ 100%)	48,144	
12-2226-601000-25205-3215	PERS - Non-Instructional : Career Education Office	24,884	
12-2226-601000-25205-3315	OASDHI - Non-Instructional : Career Education Offic	8,635	
12-2226-601000-25205-3325	Medicare - Non-Instructional : Career Education Off	2,019	
12-2226-601000-25205-3415	H & W - Non-Instructional : Career Education Office	60,218	
12-2226-601000-25205-3435	H & W - Retiree Fund Non-Inst : Career Education Of	5,055	
12-2226-601000-25205-3515	SUI - Non-Instructional : Career Education Office	70	
12-2226-601000-25205-3615	WCI - Non-Instructional : Career Education Office	3,134	
12-2226-601000-25205-3915	Other Benefits - Non-Instruct : Career Education Of	1,500	
12-2226-601000-25205-4610	Non-Instructional Supplies : Career Education Offic	1,500	
12-2226-601000-25205-4710	Food and Food Service Supplies : Career Education O	500	

SPECIAL PROJECT DETAILED BUDGET #2226

NAME: Strong Workforce Program - Local Share (Santiago Canyon College)

FISCAL YEARS 2017/2018 and 2018/2019

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

PROJ ADM: Von Lawson

CONTRACT AWARD 17/18: \$963,099

PROJ DIR: Jetza Torres

INCENTIVE FUNDS 17/18: \$297,952

Date: 06/27/2018

TOTAL SWP LOCAL: \$1,261,051

PRIME SPONSOR: California Community Colleges Chancellor's Office

FISCAL AGENT: Rancho Santiago CCD

PRIME AWARD #: Categorical Apportionment

GL Account String	Description	New Budget	
		Debit (+)	Credit (-)
12-2226-601000-25205-5220	Mileage/Parking Expenses : Career Education Office <i>Local travel to meetings, trainings, workshops</i>	3,810	
12-2226-601000-25205-5235	District Business/Sponsorships : Career Education <i>Sponsorship for SCC's Science Night in March 2019</i>	3,000	
12-2226-601000-25205-5630	Maint Contract - Office Equip : Career Education Of	1,000	
12-2226-601000-25205-5800	Advertising : Career Education Office	3,500	
12-2226-601000-25205-5940	Reproduction/Printing Expenses : Career Education O	2,500	
12-2226-601000-25205-5999	Special Project Holding Acct : Career Education Office	71,403	
12-2226-619000-25205-2345	Professional Experts : Career Education Office <i>CTE Career Coaches/Presenter I</i> <i>\$29.50/hr. x 10 Presenters x 25 hrs./wk. x 52 wks.</i>	383,500	
12-2226-619000-25205-3325	Medicare - Non-Instructional : Career Education Off	5,561	
12-2226-619000-25205-3335	PARS - Non-Instructional : Career Education Office	4,986	
12-2226-619000-25205-3435	H & W - Retiree Fund Non-Inst : Career Education Of	13,921	
12-2226-619000-25205-3515	SUI - Non-Instructional : Career Education Office	192	
12-2226-619000-25205-3615	WCI - Non-Instructional : Career Education Office	8,629	
12-2226-619000-25205-5100	Contracted Services : Career Education Office <i>For program development/realignment</i>	50,000	
12-2226-619000-25205-6410	Equip-All Other >\$1,000<\$5,000 : Career Education <i>Computer equipment for CTE program staff/faculty</i>	10,000	
12-2226-647000-25205-2130	Classified Employees : Career Education <i>Job Developer, TBD (12-3 @ 100%)</i>	52,938	
12-2226-647000-25205-3215	PERS - Non-Instructional : Career Education Office	9,562	
12-2226-647000-25205-3315	OASDHI - Non-Instructional : Career Education Office	3,375	
12-2226-647000-25205-3325	Medicare - Non-Instructional : Career Education Off	789	
12-2226-647000-25205-3435	H & W - Retiree Fund Non-Inst : Career Education Of	1,976	
12-2226-647000-25205-3415	H & W - Non-Instructional : Career Education Office	27,690	
12-2226-647000-25205-3515	SUI - Non-Instructional : Career Education Office	27	
12-2226-647000-25205-3615	WCI - Non-Instructional : Career Education Office	1,225	
12-2226-647000-25205-3915	Other Benefits - Non-Instruct : Career Education Of	1,500	
12-2226-675000-25205-5210	Conference Expenses : Career Education Office <i>In-State Travel - conferences, workshops, trainings</i>	15,000	
12-2226-678000-25205-5100	Contracted Services : Career Education Office <i>Consultant for data management and matrix alignment</i>	50,000	
12-2226-679000-25205-5100	Contracted Services : Career Education Office <i>Sub-agreement with Vital Link for Pathways Days/Camps</i>	100,000	
Total 2226 - SWP Local Share FY 17/18 (SCC)		1,261,051	1,261,051

SPECIAL PROJECT DETAILED BUDGET # 1206

NAME: CAMP (College Assistance Migrant Program) - Santiago Canyon College (Yr. 2)

FISCAL YEAR: 2018/19

CONTRACT PERIOD: 07/01/18 - 06/30/19

PROJ. ADM. Lori Jordan

CONTRACT INCOME: \$425,000

PROJ. DIR. Deisy Covarrubias

Prime Sponsor: US Dept. of Education

Date: 06/27/18

Fiscal Agent: Rancho Santiago CCD

CFDA #: 84.149A; Award # S149A170015

GL Account	Description	Debit	Credit
12-1206-000000-20000-8199	Other Federal Revenues : Santiago Canyon College		425,000
12-1206-493010-29325-1315	Int/Sum-Instructors,Part-Time : Counseling	3,148	
12-1206-493010-29325-3111	STRS - Instructional : Counseling	512	
12-1206-493010-29325-3321	Medicare - Instructional : Counseling	46	
12-1206-493010-29325-3431	H & W - Retiree Fund Inst : Counseling	114	
12-1206-493010-29325-3511	SUI - Instructional : Counseling	2	
12-1206-493010-29325-3611	WCI - Instructional : Counseling	71	
12-1206-499900-29905-4310	Instructional Supplies : Student Development	1,000	
12-1206-631000-29325-1430	Part-Time Counselors : Counseling	31,706	
12-1206-631000-29325-3115	STRS - Non-Instructional : Counseling	5,162	
12-1206-631000-29325-3325	Medicare - Non-Instructional : Counseling	460	
12-1206-631000-29325-3435	H & W - Retiree Fund Non-Inst : Counseling	1,151	
12-1206-631000-29325-3515	SUI - Non-Instructional : Counseling	16	
12-1206-631000-29325-3615	WCI - Non-Instructional : Counseling	713	
12-1206-649000-29905-2110	Classified Management : Student Development	108,937	
12-1206-649000-29905-2130	Classified Employees : Student Development	52,998	
12-1206-649000-29905-2310	Classified Employees - Ongoing : Student Developmen	21,250	
12-1206-649000-29905-2320	Classified Employees - Hourly : Student Development	4,891	
12-1206-649000-29905-3215	PERS - Non-Instructional : Student Development	33,090	
12-1206-649000-29905-3315	OASDHI - Non-Instructional : Student Development	11,656	
12-1206-649000-29905-3325	Medicare - Non-Instructional : Student Development	2,797	
12-1206-649000-29905-3335	PARS - Non-Instructional : Student Development	64	
12-1206-649000-29905-3415	H & W - Non-Instructional : Student Development	31,123	
12-1206-649000-29905-3435	H & W - Retiree Fund Non-Inst : Student Development	7,002	
12-1206-649000-29905-3515	SUI - Non-Instructional : Student Development	96	
12-1206-649000-29905-3615	WCI - Non-Instructional : Student Development	4,340	
12-1206-649000-29905-3915	Other Benefits - Non-Instruct : Student Development	4,812	
12-1206-649000-29905-4610	Non-Instructional Supplies : Student Development	1,102	
12-1206-649000-29905-4710	Food and Food Service Supplies : Student Developmen	4,000	
12-1206-649000-29905-5100	Contracted Services : Student Development	3,000	
12-1206-649000-29905-5220	Mileage/Parking Expenses : Student Development	1,500	
12-1206-649000-29905-5300	Inst Dues & Memberships : Student Development	1,200	
12-1206-649000-29905-5905	Other Participant Travel Exp : Student Development	4,000	
12-1206-649000-29905-5925	Postage : Student Development	150	
12-1206-649000-29905-5940	Reproduction/Printing Expenses : Student Developmen	400	

SPECIAL PROJECT DETAILED BUDGET # 1206

NAME: CAMP (College Assistance Migrant Program) - Santiago Canyon College (Yr. 2)

FISCAL YEAR: 2018/19

CONTRACT PERIOD: 07/01/18 - 06/30/19

PROJ. ADM. Lori Jordan

CONTRACT INCOME: \$425,000

PROJ. DIR. Deisy Covarrubias

Prime Sponsor: US Dept. of Education

Date: 06/27/18

Fiscal Agent: Rancho Santiago CCD

CFDA #: 84.149A; Award # S149A170015

GL Account	Description	Debit	Credit
12-1206-649000-29905-5966	Transportation - Student : Student Development	4,000	
12-1206-675000-29905-5210	Conference Expenses : Student Development	10,140	
12-1206-679000-20000-5865	Indirect Costs : Santiago Canyon College	29,411	
12-1206-732000-29905-7610	Books Paid for Students : Student Development	27,950	
12-1206-732000-29905-7620	Fees Paid for Students : Student Development	400	
12-1206-732000-29905-7650	Stipend Paid to Students - Student Internships	5,590	
12-1206-732000-29905-7670	Other Exp Paid for Students : Student Development	5,000	
Totals for Project 1206	CAMP - SCC Yr. 2	425,000	425,000

SPECIAL PROJECT DETAILED BUDGET # 2xxx

NAME: Data Science Tools Fiscal Agent

FISCAL YEAR: 2018/19

CONTRACT PERIOD: 07/18/18 - 06/30/19

CONTRACT INCOME: \$3,500,000

PROJ. ADM. Enrique Perez

PROJ. DIR. Sarah Santoyo

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: Rancho Santiago CCD

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

Date: 06/28/18

GL Account	Description	Debit	Credit
12-2xxx-000000-50000-8659	Other Reimb Categorical Allow : District Operations		3,500,000
12-2xxx-679000-53345-2130	Classified Employees : Resource Dev.	19,174	
12-2xxx-679000-53345-3215	PERS - Non-Instructional : Resource Dev.	3,463	
12-2xxx-679000-53345-3315	OASDHI - Non-Instructional : Resource Dev.	1,212	
12-2xxx-679000-53345-3325	Medicare - Non-Instructional : Resource Dev.	283	
12-2xxx-679000-53345-3415	H & W - Non-Instructional : Resource Dev.	6,805	
12-2xxx-679000-53345-3435	H & W - Retiree Fund Non-Inst : Resource Dev.	710	
12-2xxx-679000-53345-3515	SUI - Non-Instructional : Resource Dev.	10	
12-2xxx-679000-53345-3615	WCI - Non-Instructional : Resource Dev.	440	
12-2xxx-679000-53345-3915	Other Benefits - Non-Instruct : Resource Dev.	375	
12-2xxx-679000-53345-5100	Contracted Services : Resource Dev.	3,332,913	
12-2xxx-672000-50000-5865	Indirect Costs : District Operations	134,615	
	Data Science Tools Project	3,500,000	3,500,000

SPECIAL PROJECT DETAILED BUDGET: #2470
NAME: Mathematics, Engineering, Science Achievement (MESA) - SANTA ANA COLLEGE
FISCAL YEAR: 2018/2019

CONTRACT PERIOD: 7/1/18 - 6/30/19
 CONTRACT AWARD: \$74,515

PROJ ADM: Maria Dela Cruz (interim)
 PROJ DIR: Catherine Shaffer

Prime Sponsor: California Community Colleges Chancellor's Office
Prime Award #: 18-034-026
Fiscal Agent: Rancho Santiago CCD
Sub-Award #: N/A; CFDA #: N/A

Date: 06/27/18

GL Account	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2470-000000-10000-8659	Other Reimb Categorical All		74,515		74,515		-
12-2470-170100-15340-2420	Inst Assistant - Hourly : M - IA (5 hrs/wk x 32 wks)	-		2,739		2,739	
12-2470-170100-15340-3321	Medicare - Instructional :	94		40			54
12-2470-170100-15340-3331	PARS - Instructional : MESA	84		87		3	
12-2470-170100-15340-3431	H & W - Retiree Fund Inst :	254		99			155
12-2470-170100-15340-3511	SUI - Instructional : MESA	3		1			2
12-2470-170100-15340-3611	WCI - Instructional : MESA	145		62			83
12-2470-633000-15340-2130	Classified Employees : MESA - Suzanne Lohmann (44%); 100% benefits in fd 11	29,167		34,815		5,648	
12-2470-633000-15340-2310	Classified Employees - Ongoing - Counseling Assistant (19 hrs/wk)	6,780		16,915		10,135	
12-2470-633000-15340-2340	Student Assistants - Hourly - Student worker (8 hrs/wk x 32 wks)	-		3,072		3,072	
12-2470-633000-15340-3215	PERS - Non-Instructional :	5,163		-			5,163
12-2470-633000-15340-3315	OASDHI - Non-Instructional	1,844		-			1,844
12-2470-633000-15340-3325	Medicare - Non-Instructiona	530		246			284
12-2470-633000-15340-3335	PARS - Non-Instructional :	88		241		153	
12-2470-633000-15340-3415	H & W - Non-Instructional :	9,163		-			9,163
12-2470-633000-15340-3435	H & W - Retiree Fund Non-In	1,326		726			600
12-2470-633000-15340-3515	SUI - Non-Instructional : M	19		8			11
12-2470-633000-15340-3615	WCI - Non-Instructional : M	823		450			373

5.1 (14)

SPECIAL PROJECT DETAILED BUDGET: #2470
NAME: Mathematics, Engineering, Science Achievement (MESA) - SANTA ANA COLLEGE
FISCAL YEAR: 2018/2019

CONTRACT PERIOD: 7/1/18 - 6/30/19
 CONTRACT AWARD: \$74,515

PROJ ADM: Maria Dela Cruz (interim)
 PROJ DIR: Catherine Shaffer

Prime Sponsor: California Community Colleges Chancellor's Office
Prime Award #: 18-034-026
Fiscal Agent: Rancho Santiago CCD
Sub-Award #: N/A; CFDA #: N/A

Date: 06/27/18

GL Account	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2470-633000-15340-3915	Other Benefits - Non-Instru	562		-			562
12-2470-633000-15340-4210	Books, Mags & Subscrip-Non-	1,200		750			450
12-2470-633000-15340-4610	Non-Instructional Supplies	1,165		820			345
12-2470-633000-15340-4710	Food and Food Service Suppl	2,771		1,545			1,226
12-2470-633000-15340-5100	Contracted Services : MESA	1,500		1,500		-	-
12-2470-633000-15340-5300	Inst Dues & Memberships : M	200		200		-	-
12-2470-633000-15340-5805	Awards & Incentives : MESA	225		225		-	-
12-2470-633000-15340-5905	Other Participant Travel Ex	5,974		2,705			3,269
12-2470-633000-15340-5940	Reproduction/Printing Expenses	-		800		800	
12-2470-633000-15340-6421	Equip - Tablet/Laptop >\$200<\$1,000	-		1,035		1,035	
12-2470-675000-15340-5210	Conference Expenses : MESA	2,569		2,569		-	-
12-2470-679000-10000-5865	Indirect Costs : Santa Ana	2,866		2,865			1
Totals for PROJECT: 2470	MESA CCCP	74,515	74,515	74,515	74,515	23,585	23,585

5.1 (15)

SPECIAL PROJECT DETAILED BUDGET: #2470
NAME: Mathematics, Engineering, Science Achievement (MESA) - SANTA ANA COLLEGE
FISCAL YEAR: 2018/2019

CONTRACT PERIOD: 7/1/18 - 6/30/19
 CONTRACT AWARD: \$74,515

PROJ ADM: Maria Dela Cruz (interim)
 PROJ DIR: Catherine Shaffer

Prime Sponsor: California Community Colleges Chancellor's Office
Prime Award #: 18-034-026
Fiscal Agent: Rancho Santiago CCD
Sub-Award #: N/A; CFDA #: N/A

Date: 06/27/18

GL Account	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
11-2470-633000-15340-2130	Classified Employees : MESA - Suzanne Lohmann (56%) w/ 100% in benefits	43,556		43,556		-	-
11-2470-633000-15340-3215	PERS - Non-Instructional :	14,048		14,048		-	-
11-2470-633000-15340-3315	OASDHI - Non-Instructional	4,915		4,915		-	-
11-2470-633000-15340-3325	Medicare - Non-Instructiona	1,150		1,150		-	-
11-2470-633000-15340-3415	H & W - Non-Instructional :	24,433		24,433		-	-
11-2470-633000-15340-3435	H & W - Retiree Fund Non-In	2,878		2,878		-	-
11-2470-633000-15340-3515	SUI - Non-Instructional : M	40		40		-	-
11-2470-633000-15340-3615	WCI - Non-Instructional : M	1,784		1,784		-	-
11-2470-633000-15340-3915	Other Benefits - Non-Instru	1,500		1,500		-	-
Totals for PROJECT: 2470	MESA CCCP	94,304	-	94,304	-	-	-

5.1 (16)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To: Board of Trustees	Date: July 16, 2018
Re: Approval of Sub-Agreements between RSCCD and Educational Results Partnership, The Research and Planning (RP) Group, and WestEd for the Data Science Tools Grant	
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 Data Science Tools Fiscal Agent Grant, which is for the development and maintenance of a cohesive set of data sources that are integrated, current and provide historical and real-time data analytics for community colleges to use for strategic and data-informed program development.

ANALYSIS

Educational Results Partnership, The RP Group and WestEd will perform the work described in the proposal, and will coordinate with each other and the Chancellor's Office to implement the proposed project. Sub-agreements have been developed for the three key partners that will perform the work described in the proposal: Educational Results Partnership (\$1,991,093), The RP Group (\$297,000), and WestEd (\$1,044,820).

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

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: \$3,332,913 (grant-funded)	Board Date: July 16, 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	

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
EDUCATIONAL RESULTS PARTNERSHIP**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 16th day of July 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **Educational Results Partnership** (hereinafter “SUBCONTRACTOR”). 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 “Data Science Tools Fiscal Agent Grant,” Prime Award #18-0083 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Data Innovation and Infrastructure Division, to develop and maintain a cohesive set of data sources that are integrated, current and provide historical and real-time data analytics.

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. Statement of Work

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

2. Period of Performance

The period of performance for this Agreement shall be from July 1, 2018 – June 30, 2019.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$1,991,093.00 USD.

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior

approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

5. Payment

RSCCD shall reimburse SUBCONTRACTOR for the cost of the work performed through an invoicing process (see I.6 “Invoices”), up to but not exceeding the amount listed above under Article I.3. “Total Costs”.

6. Invoices

Invoices must be itemized, include the Agreement number (refer to footer), and be submitted no more frequently than monthly, and, preferably, at least on a quarterly basis. RSCCD may request back-up documentation for expenditure, if required to adhere to compliance terms and standards. Final payment is contingent upon successful completion of the Scope of Work (*Exhibit A*), upon receipt of a final invoice requesting payment, and upon RSCCD’s 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, in a timely manner, according to the schedule provided by, and as requested and required by the PRIME SPONSOR.

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. Time Extensions

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

10. Independent Contractor

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

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 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 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. Disputes

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

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

17. Notices

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

RSCCD:

Primary Contact:

Rancho Santiago Community College District
Sarah Santoyo, Director of Grants
2323 N. Broadway, Suite 350
Santa Ana, CA 92706
(714) 480-7466; santoyo_sarah@rsccd.edu

Fiscal Representative:

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

SUBCONTRACTOR:

Primary Contact:

Anthony Dalton, Sr. Executive Vice President
Educational Results Partnership
2300 N Street, Suite 3
Sacramento, CA 95816
(916) 498-8980, adalton@edresults.org

18. 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.

19. 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 and Article II), 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 regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

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

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

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: Educational Results
Partnership

By: _____
Name: Peter J. Hardash

Title: Vice Chancellor
Business Operations/Fiscal Services

Date: _____

By: _____
Name: _____

Title: _____

Date: _____

Board Approval Date: July 16, 2018

95-4839405

Employer/Taxpayer Identification Number

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: RFA Specifications

Exhibit C: Article I and Article II

(NOTE: Article I and Article II are included as a general reference for allowable activities and costs. The reporting and payment terms in the Articles pertain to the Fiscal Agent and not the subcontractor. The reporting and payment terms for the subcontractor are in the body of the Agreement.)

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
THE RP GROUP**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 16th day of July 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **The RP Group** (hereinafter “SUBCONTRACTOR”). 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 “Data Science Tools Fiscal Agent Grant,” Prime Award #18-0083 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Data Innovation and Infrastructure Division, to develop and maintain a cohesive set of data sources that are integrated, current and provide historical and real-time data analytics.

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. Statement of Work

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

2. Period of Performance

The period of performance for this Agreement shall be from July 1, 2018 – June 30, 2019.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$297,000.00 USD.

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior

approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

5. Payment

RSCCD shall reimburse SUBCONTRACTOR for the cost of the work performed through an invoicing process (see I.6 “Invoices”), up to but not exceeding the amount listed above under Article I.3. “Total Costs”.

6. Invoices

Invoices must be itemized, include the Agreement number (refer to footer), and be submitted no more frequently than monthly, and, preferably, at least on a quarterly basis. RSCCD may request back-up documentation for expenditure, if required to adhere to compliance terms and standards. Final payment is contingent upon successful completion of the Scope of Work (*Exhibit A*), upon receipt of a final invoice requesting payment, and upon RSCCD’s 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, in a timely manner, according to the schedule provided by, and as requested and required by the PRIME SPONSOR.

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. Time Extensions

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

10. Independent Contractor

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

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 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 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. Disputes

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

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

17. Notices

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

RSCCD:

Primary Contact:

Rancho Santiago Community College District
Sarah Santoyo, Director of Grants
2323 N. Broadway, Suite 350
Santa Ana, CA 92706
(714) 480-7466; santoyo_sarah@rsccd.edu

Fiscal Representative:

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

SUBCONTRACTOR:

Primary Contact:

Alyssa T. Nguyen, Interim Director of Research and Evaluation
The RP Group
369B Third Street, Suite 397
San Rafael, CA 94901
(510) 527-8500 ext. 263, anguyen@rpgroup.org

18. 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.

19. 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 and Article II), 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 regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

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

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

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: The RP Group

By: _____
Name: Peter J. Hardash

Title: Vice Chancellor
Business Operations/Fiscal Services

Date: _____

By: _____
Name: Darla M. Cooper

Title: Executive Director

Date: _____

Board Approval Date: July 16, 2018

94-3207140

Employer/Taxpayer Identification Number

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: RFA Specifications

Exhibit C: Article I and Article II

(NOTE: Article I and Article II are included as a general reference for allowable activities and costs. The reporting and payment terms in the Articles pertain to the Fiscal Agent and not the subcontractor. The reporting and payment terms for the subcontractor are in the body of the Agreement.)

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

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 16th day of July 2018, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **WestEd** (hereinafter “SUBCONTRACTOR”). 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 “Data Science Tools Fiscal Agent Grant,” Prime Award #18-0083 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Data Innovation and Infrastructure Division, to develop and maintain a cohesive set of data sources that are integrated, current and provide historical and real-time data analytics.

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. Statement of Work

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

2. Period of Performance

The period of performance for this Agreement shall be from July 1, 2018 – June 30, 2019.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$1,044,820.00 USD.

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior

approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

5. Payment

RSCCD shall reimburse SUBCONTRACTOR for the cost of the work performed through an invoicing process (see I.6 “Invoices”), up to but not exceeding the amount listed above under Article I.3. “Total Costs”.

6. Invoices

Invoices must be itemized, include the Agreement number (refer to footer), and be submitted no more frequently than monthly, and, preferably, at least on a quarterly basis. RSCCD may request back-up documentation for expenditure, if required to adhere to compliance terms and standards. Final payment is contingent upon successful completion of the Scope of Work (*Exhibit A*), upon receipt of a final invoice requesting payment, and upon RSCCD’s 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, in a timely manner, according to the schedule provided by, and as requested and required by the PRIME SPONSOR.

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. Time Extensions

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

10. Independent Contractor

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

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 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 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. Disputes

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

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

17. Notices

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

RSCCD:

Primary Contact:

Rancho Santiago Community College District
Sarah Santoyo, Director of Grants
2323 N. Broadway, Suite 350
Santa Ana, CA 92706
(714) 480-7466; santoyo_sarah@rsccd.edu

Fiscal Representative:

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

SUBCONTRACTOR:

Primary Contact:

Kathy Booth, Project Director Educational Data & Policy
WestEd
730 Harrison Street
San Francisco, CA 94107
(510) 302-4208, kbooth@wested.org

18. 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.

19. 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 and Article II), 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 regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

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

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

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: WestEd

By: _____
Name: Peter J. Hardash

Title: Vice Chancellor
Business Operations/Fiscal Services

Date: _____

By: _____
Name: _____

Title: _____

Date: _____

Board Approval Date: July 16, 2018

94-3233542

Employer/Taxpayer Identification Number

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: RFA Specifications

Exhibit C: Article I and Article II

(NOTE: Article I and Article II are included as a general reference for allowable activities and costs. The reporting and payment terms in the Articles pertain to the Fiscal Agent and not the subcontractor. The reporting and payment terms for the subcontractor are in the body of the Agreement.)

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Data Science Tools (DST) Fiscal Agent

DISTRICT: Rancho Santiago CCD

COLLEGE: N/A

RFA NUMBER: 18-0083

APPLICATION BUDGET DETAIL SHEET

Object of Expenditure	Classification	PROJECT BUDGET	
		\$	3,500,000
1000		\$	-
2000	Classified Salaries, Non-instructional (Regular, Full-time) Resource Development Coordinator Francisco Villaseñor (25%): \$6,391.33/month x 12 months x 25% = \$19,173.99	\$	19,174
3000	Employee Benefits Resource Development Coordinator rate at 32.280% includes (3100-3900): PERS 17.700%, OASDHI 6.2%, Medicare 1.45%, Retire Fund 3.63%, SUI 0.050% and WCI 2.25%, health & welfare insurance \$27,322.97/year and fringe \$1,500/year	\$	13,298
4000	Supplies and Materials	\$	-
5000	Other Operating Expenses and Services		
	Subcontractors		
	Educational Results Partnership (ERP) - Meetings - Meetings and coordination with partners (WestEd, RP Group) and Chancellor's Office to provide advice, recommendations, and support for data tools, policy, research, etc. (\$180,000) - Data Science and Development - Support loading of data from external partners into the CCCCCO Data Lake. Build out an actionable data structure including the Golden Record to allow real time analysis of information and data for allowable partners. Build out cohort tables, data cubes, and dashboards to support CCCCCO initiatives. (\$1,250,000) - Model Development - Maintenance, creation, and meetings for Data Element Dictionary. (\$180,000) - Testing - Testing and validation, running/supporting data analyses, reports, supporting training, etc. (\$200,000) - Expenses - Travel and supplies as needed (\$81,092.65) - Project Management - Email, scheduling, etc. (\$100,000)	\$	1,991,093
	The RP Group - Meetings - Meetings and coordination with partners (WestEd, ERP) and Chancellor's Office to provide advice, recommendations, and support for data tools, policy, research, etc. (\$90,000) - Interviews - To support strong workforce stars efforts (\$54,000) - Model Development - DED advice, verification, maintenance, creation, etc. (\$18,000) - TA Support - Testing and validation, running/supporting data analyses, reports, supporting training, etc. (\$117,000) - Expenses - Travel and supplies as needed (\$9,000) - Project Management - Email, scheduling, etc. (\$9,000)	\$	297,000
	WestEd - Salaries (\$355,738) - Benefits (\$129,494) - Telephone (\$4,996) - Copying and Shared Equipment (\$2,785) - Outside Services (\$104,794) - Office Supplies and Expenses (\$884) - Information Systems (\$50,483) - Facility (\$52,032) - Program Support (\$61,783) - Indirect Cost (\$116,884) - Management Fee (\$164,947)	\$	1,044,820
6000	Capital Outlay	\$	-
7000	Other Outgo	\$	-
TOTAL DIRECT COSTS:		\$	3,365,385
TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):		\$	134,615
TOTAL COSTS:		\$	3,500,000

APPENDIX B
THIS FORM MAY NOT BE REPLICATED

PROJECT: Data Science Tools (DST) Fiscal Agent

DISTRICT: Rancho Santiago CCD

COLLEGE: N/A

RFA NUMBER: 18-0083

FUNDING REQUIRES MATCH FOR CalPASS ONLY

**APPLICATION BUDGET DETAIL SHEET
 MATCH**

Object of Expenditure	Classification	FUNDING REQUIRES MATCH FOR CalPASS ONLY 10%	
			-
1000		\$	-
2000		\$	-
3000		\$	-
4000		\$	-
5000	Match will be provided and documented by implementation partners based on shared-costs/contributions related to Cal-PASS activities.	\$	350,000
6000		\$	-
7000		\$	-
TOTAL DIRECT COSTS:		\$	350,000
TOTAL INDIRECT COSTS (Not to Exceed 4% of Direct Costs):			
TOTAL COSTS:		\$	350,000

RFA No. 18-0083

District: Rancho Santiago Community College District

Subcontractors: Educational Results Partnership, Research & Planning Group for California Community Colleges, and WestEd

***OBJECTIVE No. 1 Manage subcontracts**

Activities	Performance Outcomes	Timelines	Responsible Parties
1.1 Manage contracts, interagency agreements, and memorandums of understanding for those providers that support this RFA	<ul style="list-style-type: none"> • Subcontracts provided within 8 weeks of receiving the face sheet • Invoicing processed monthly • Interagency agreement provided within 8 weeks of receiving agreement forms • MOUs address CCCCCO requirements 	July 2018-June 2019	Rancho Santiago CCD
1.2 Subcontract with the Foundation for California Community Colleges to plan, develop, and deliver systemwide and statewide communications and marketing campaigns	<ul style="list-style-type: none"> • Subcontracts provided within 8 weeks of receiving face sheet • Invoicing processed monthly 	July 2018-June 2019	Rancho Santiago CCD
1.3 Report regularly on the progress of the projects and operational performance of the services provided	<ul style="list-style-type: none"> • Monthly report provided 	July 2018-June 2019	Rancho Santiago CCD

RFA No. 18-0083

District: Rancho Santiago Community College District

Subcontractors: Educational Results Partnership, Research & Planning Group for California Community Colleges, and WestEd

***OBJECTIVE No. 2** Enable aggregation of all data owned by the Chancellor’s Office into the Data Lake

Activities	Performance Outcomes	Timelines	Responsible Parties
2.1 Define the Data Lake strategy and document the implementation architecture, with a focus on ensuring data access for research projects and real-time transactional and analytical queries	<ul style="list-style-type: none"> Documentation specifies all data elements associated with existing Chancellor’s Office data elements and reports, including what processes are conducted on the raw data to create usable data, how each data element is calculated, and the quality of the data Report describes how information in the data lake should be structured to ensure that historical reports and dashboards can still be produced, research and predictive analytics can be conducted, and real-time data analyses and alerts can be created; and includes a visualization showing how information is currently processed for all existing data sources and reports 	July 2018-September 2018	Ed Results WestEd
2.2 Evaluate and propose a Golden Record system for information stored in various internal and external data sources related to students as they move in and out of education and workforce	<ul style="list-style-type: none"> Report outlines golden record options and includes recommendations 	July 2018-September 2018	Ed Results
2.3 Ensure proper migration of all relevant data to the new cccData architecture, including ensure successful migration and operation of the LaunchBoard	<ul style="list-style-type: none"> Testing and quality assurance shows that LaunchBoard data cubes are fully functional Transition plan describes how LaunchBoard calculations can be done using Data Lake source data 	April 2019-June 2019	Ed Results RP Group WestEd

5.2 (26)

APPLICATION WORKPLAN
Performance Funding Period: July 18, 2018 to June 30, 2019

EXHIBIT A

RFA No. 18-0083

District: Rancho Santiago Community College District

Subcontractors: Educational Results Partnership, Research & Planning Group for California Community Colleges, and WestEd

<p>2.4 As other data sources become available to CCCCCO, particularly third-party credential data, ensure that the migration, design, and implementations are operational for reporting and real-time transactional service</p>	<ul style="list-style-type: none"> Documentation specifies all data elements associated with new sources, including what processes must be conducted on the raw data to create usable data, how each data element should be calculated, and the quality of the data 	<p>July 2018-June 2019</p>	<p>Ed Results RP Group WestEd</p>
<p>2.5 Provide data to other applications such as NOVA, until the Data Lake architecture is in place</p>	<ul style="list-style-type: none"> Data provided to other applications within 8 weeks of request 	<p>October 2018-June 2019</p>	<p>Ed Results WestEd</p>

RFA No. 18-0083

District: Rancho Santiago Community College District

Subcontractors: Educational Results Partnership, Research & Planning Group for California Community Colleges, and WestEd

***OBJECTIVE No. 3 Support the development of the CCC Data Portal**

Activities	Performance Outcomes	Timelines	Responsible Parties
3.1 Ensure the consistency of data definitions in the Data Portal, including the creation of a new master data element dictionary	<ul style="list-style-type: none"> • Report documents discrepancies between overlapping metrics associated with Chancellor’s Office data elements, reports, and dashboards • New master data element dictionary provides all specifics necessary for every metric to be consistently created in the Data Lake 	October 2018-March 2019	Ed Results RP Group WestEd
3.2 Integrate LaunchBoard and Cal-PASS Plus data, graphs, and metrics into the Data Portal	<ul style="list-style-type: none"> • Transition of specific LaunchBoard tabs and Cal-PASS Plus reports to the Data Portal TBD 	October 2018-June 2019	Ed Results WestEd
3.3 Support the process of evaluating new data presentation, data reporting, AI engines, and analytics engines to provide guidance on upgrading opportunities and displacement of homegrown systems	<ul style="list-style-type: none"> • Report documents the implication of converting LaunchBoard data to the preferred solutions • Implementation plan specifies how selected technology will be implemented for LaunchBoard tabs that move to the Data Portal 	July 2018-June 2018	Ed Results WestEd

RFA No. 18-0083

District: Rancho Santiago Community College District

Subcontractors: Educational Results Partnership, Research & Planning Group for California Community Colleges, and WestEd

***OBJECTIVE No. 4** Support implementation of data tools that could increase student success

Activities	Performance Outcomes	Timelines	Responsible Parties
4.1 Calculate Multiple Measures placements and provide information to CCC Apply	<ul style="list-style-type: none"> • Multiple measures placement calculated using Cal-PASS dataset on a weekly basis • Coordination with MMAP project regarding ongoing analysis needs and tools TBD 	July 2018-June 2019	Ed Results RP Group WestEd
4.2 Conduct research to identify best practices for providing personalized information and services to students that yield stronger retention and completion rates	<ul style="list-style-type: none"> • Report includes examples from specific colleges and various technology systems, recommends which metrics should be tracked for predictive analytics, and what types of messages should be available to students 	January 2019-June 2019	Ed Results WestEd

RFA No. 18-0083

District: Rancho Santiago Community College District

Subcontractors: Educational Results Partnership, Research & Planning Group for California Community Colleges, and WestEd

***OBJECTIVE No. 5** Strengthen the research infrastructure and data quality for the California Community College system

Activities	Performance Outcomes	Timelines	Responsible Parties
5.1 Provide facilitation for and document a process by which decisions will be made regarding prioritizing research and determining who will carry out that work, including cultivating partnerships with external entities to support the work of CCCCO research and analytic activities as appropriate	<ul style="list-style-type: none"> • Research proposals are available to DII leadership through a shared file system • Documentation clarifies all elements of the decision-making process, including who is involved in developing research proposals, how ideas are raised, the cadence for review of ideas, who makes determinations for priorities, how work is assigned, how access to data is managed, and how research products are reviewed 	July 2018-June 2019	WestEd
5.2 Provide support for tracking MOUs regarding data sharing	<ul style="list-style-type: none"> • Repository includes sufficient information to evaluate MOU requests and status 	July 2018-June 2019	WestEd
5.3 Define and deploy best practices and standards regarding core data functions through a written report and ongoing advice	<ul style="list-style-type: none"> • Report addresses effective practices on data collection, cleansing, synthesis, and transformation/formatting; data visualization; machine and deep learning; data preparedness; and text analytics to glean business insights • Ongoing advice on data practices addresses issues that arise during data lake development 	September 2018-June 2019	Ed Results
5.4 Serve as logistical lead for the Code Alignment Project including supporting college-based reviews of program and occupational codes and	<ul style="list-style-type: none"> • Documentation on code alignment process clarifies the nature and extent of errors in existing coding • Revised crosswalks and code descriptors reflect the findings of the code alignment process 	January 2019-June 2019	WestEd

5.2 (30)

RFA No. 18-0083

District: Rancho Santiago Community College District

Subcontractors: Educational Results Partnership, Research & Planning Group for California Community Colleges, and WestEd

coordinating with other stakeholders to update code descriptions			
5.5 Participate as a member of the CCCCCO data governance board	<ul style="list-style-type: none"> • Status updates provided at each meeting • Appropriate issues escalated for vote 	July 2018- December 2018	Ed Results WestEd

RFA No. 18-0083

District: Rancho Santiago Community College District

Subcontractors: Educational Results Partnership, Research & Planning Group for California Community Colleges, and WestEd

***OBJECTIVE No. 6** Provide reports and professional development on student outcomes

Activities	Performance Outcomes	Timelines	Responsible Parties
6.1 Implement the Strong Workforce Stars recognition including identifying programs, interviewing colleges, documenting best practices, and supporting outreach	<ul style="list-style-type: none"> • Clear documentation provided on which programs meet the Stars criteria • Descriptions of effective practices provide actionable strategies 	December 2018- June 2019	Ed Results RP Group WestEd
6.2 Provide data, research, reporting, and presentation services	<ul style="list-style-type: none"> • Research topics and scope of work TBD 	July 2018-June 2019	Ed Results RP Group WestEd
6.3 Provide professional development	<ul style="list-style-type: none"> • Professional development plan and scope of work TBD 	July 2018-June 2019	RP Group WestEd

RFA No. 18-0083

District: Rancho Santiago Community College District

Subcontractors: Educational Results Partnership, Research & Planning Group for California Community Colleges, and WestEd

***OBJECTIVE No. 7** Ensure all work adheres to Chancellor’s Office standards

Activities	Performance Outcomes	Timelines	Responsible Parties
7.1 Effectively plan, manage and report project scope, schedule, budget, resource and risks on a scheduled and recurring basis	<ul style="list-style-type: none"> Deliverables are produced on-time and on-budget 	July 2018-June 2019	Ed Results WestEd
7.2 Ensure that all research and data access activities are within the established CCCCCO, partner MOUs, and legal guidelines	<ul style="list-style-type: none"> Data is used only for the purpose of furthering the CCCCCO or the CCC system, based on express consent from an authorized CCCCCO representative Contractors adopt, implement, and adhere to all educational technology operating norms and standards 	July 2018-June 2019	Ed Results RP Group WestEd
7.3 Build partnerships with presentation and data layer partners and teams	<ul style="list-style-type: none"> Contractors participate in cross-project and system-wide research, analytics, and reporting workshops in a neutral fashion 	July 2018-June 2019	Ed Results RP Group WestEd

Chancellor's Office
California Community Colleges

Digital Innovation and Infrastructure Division

Request for Applications

**Data Research and Analytics Project (DRAP)
Fiscal Agent Grant**



RFA Specification No. 18-0083

2018-2019 Funding Fiscal Year

2018-2019 Program Years

Instructions, Terms and Conditions

**Application Deadline: Applications must be received at the
Chancellor's Office by 5:00 p.m. on May 25, 2018**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To:	Board of Trustees	Date: July 16, 2018
Re:	Approval of First Amendments to Sub-Agreements between RSCCD and Kern, Los Rios, Sequoias, Yosemite and West Hills Community College Districts 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 Career Technical Education Data Unlocked Initiative implementation partners.

ANALYSIS

The California Community Colleges Chancellor's Office has directed each of the ten, statewide Sector Navigators to develop Industry Sector Projects in Common (ISPIC) with college partners, who will commit matching investments of Strong Workforce Program funds to implement projects featuring industry validated best practices, content, and/or models. Sub-agreements were developed and board approved on March 26, 2018, for six colleges to participate in one of the approved ISPIC projects: the Agriculture Business Microsoft Office Specialist Multi-Regional Projects in Common. The Project Lead has requested an amendment to modify the language on the matching contribution clause. An amendment for each of the sub-agreements has been developed accordingly. Please refer to this [link](#) to access a copy of the original sub-agreements.

Sub-agreement #	College	District
17-2220-168.01	Bakersfield College	Kern CCD
17-2220-169.01	College of the Sequoias	Sequoias CCD
17-2220-170.01	Consumnes River College	Los Rios CCD
17-2220-171.01	Modesto Junior College	Yosemite CCD
17-2220-172.01	Porterville College	Kern CCD
17-2220-173.01	West Hills College Lemoore	West Hills CCD

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

RECOMMENDATION

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

Fiscal Impact: None	Board Date: July 16, 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	

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

This **First Amendment** to the grant sub-agreement (hereinafter "Agreement") is entered into on this 16th day of July, 2018, between Rancho Santiago Community College District (hereinafter "RSCCD") and Kern Community College District (hereinafter "SUBCONTRACTOR"), on behalf of **Bakersfield College**, to amend that certain Agreement # DO-17-2220-168, dated March 26, 2018 between the parties with a term of January 1, 2018 through December 31, 2018.

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

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

Item 5. Matching Contribution will be amended as follows:

5. Matching Contribution

The funds allocated through this Agreement are considered matching funds to encourage investment of Strong Workforce Program or other funds in Industry Sector Projects in Common (ISPIC) (see *Exhibit B, ISPIC memo 10/21/17*). Consequently, SUBCONTRACTOR is required to expend at least an equal amount of funds (see 3. Total Cost) from Strong Workforce Program Local and/or Regional Share or other funds that support the work of the Project. SUBCONTRACTOR shall submit documentation that this grant requirement was met by the end of the Project.

Except as amended herein, all other terms and provisions of the Agreement, to the extent that they are not inconsistent with this FIRST AMENDMENT, remain unchanged.

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

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: *Kern Community
College District*

By: _____

By: _____

Name: Peter J. Hardash

Name: _____

Title: Vice Chancellor

Title: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

Board Approval Date: July 16, 2018

95-6006644
Employer/Taxpayer Identification Number (EIN)

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

This **First Amendment** to the grant sub-agreement (hereinafter "Agreement") is entered into on this 16th day of July, 2018, between Rancho Santiago Community College District (hereinafter "RSCCD") and Sequoias Community College District (hereinafter "SUBCONTRACTOR"), on behalf of **College of the Sequoias**, to amend that certain Agreement # DO-17-2220-169, dated March 26, 2018 between the parties with a term of January 1, 2018 through December 31, 2018.

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

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

Item 5. Matching Contribution will be amended as follows:

5. Matching Contribution

The funds allocated through this Agreement are considered matching funds to encourage investment of Strong Workforce Program or other funds in Industry Sector Projects in Common (ISPIC) (see *Exhibit B, ISPIC memo 10/21/17*). Consequently, SUBCONTRACTOR is required to expend at least an equal amount of funds (see 3. Total Cost) from Strong Workforce Program Local and/or Regional Share or other funds that support the work of the Project. SUBCONTRACTOR shall submit documentation that this grant requirement was met by the end of the Project.

Except as amended herein, all other terms and provisions of the Agreement, to the extent that they are not inconsistent with this FIRST AMENDMENT, remain unchanged.

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

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: *Sequoias Community
College District*

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: _____

Title: _____

Date: _____

Board Approval Date: July 16, 2018

94-6003004

Employer/Taxpayer Identification Number (EIN)

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

This **First Amendment** to the grant sub-agreement (hereinafter "Agreement") is entered into on this 16th day of July, 2018, between Rancho Santiago Community College District (hereinafter "RSCCD") and Los Rios Community College District (hereinafter "SUBCONTRACTOR"), on behalf of **Consumnes River College**, to amend that certain Agreement # DO-17-2220-170, dated March 26, 2018 between the parties with a term of January 1, 2018 through December 31, 2018.

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

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

Item 5. Matching Contribution will be amended as follows:

5. Matching Contribution

The funds allocated through this Agreement are considered matching funds to encourage investment of Strong Workforce Program or other funds in Industry Sector Projects in Common (ISPIC) (see *Exhibit B, ISPIC memo 10/21/17*). Consequently, SUBCONTRACTOR is required to expend at least an equal amount of funds (see 3. Total Cost) from Strong Workforce Program Local and/or Regional Share or other funds that support the work of the Project. SUBCONTRACTOR shall submit documentation that this grant requirement was met by the end of the Project.

Except as amended herein, all other terms and provisions of the Agreement, to the extent that they are not inconsistent with this FIRST AMENDMENT, remain unchanged.

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

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: *Los Rios Community
College District*

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: _____

Title: _____

Date: _____

Board Approval Date: July 16, 2018

94-1576340

Employer/Taxpayer Identification Number (EIN)

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

This **First Amendment** to the grant sub-agreement (hereinafter "Agreement") is entered into on this 16th day of July, 2018, between Rancho Santiago Community College District (hereinafter "RSCCD") and Yosemite Community College District (hereinafter "SUBCONTRACTOR"), on behalf of **Modesto Junior College**, to amend that certain Agreement # DO-17-2220-171, dated March 26, 2018 between the parties with a term of January 1, 2018 through December 31, 2018.

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

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

Item 5. Matching Contribution will be amended as follows:

5. Matching Contribution

The funds allocated through this Agreement are considered matching funds to encourage investment of Strong Workforce Program or other funds in Industry Sector Projects in Common (ISPIC) (see *Exhibit B, ISPIC memo 10/21/17*). Consequently, SUBCONTRACTOR is required to expend at least an equal amount of funds (see 3. Total Cost) from Strong Workforce Program Local and/or Regional Share or other funds that support the work of the Project. SUBCONTRACTOR shall submit documentation that this grant requirement was met by the end of the Project.

Except as amended herein, all other terms and provisions of the Agreement, to the extent that they are not inconsistent with this FIRST AMENDMENT, remain unchanged.

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

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: *Yosemite Community
College District*

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: _____

Title: _____

Date: _____

Board Approval Date: July 16, 2018

52-1566989

Employer/Taxpayer Identification Number (EIN)

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

This **First Amendment** to the grant sub-agreement (hereinafter "Agreement") is entered into on this 16th day of July, 2018, between Rancho Santiago Community College District (hereinafter "RSCCD") and Kern Community College District (hereinafter "SUBCONTRACTOR"), on behalf of **Porterville College**, to amend that certain Agreement # DO-17-2220-172, dated March 26, 2018 between the parties with a term of January 1, 2018 through December 31, 2018.

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

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

Item 5. Matching Contribution will be amended as follows:

5. Matching Contribution

The funds allocated through this Agreement are considered matching funds to encourage investment of Strong Workforce Program or other funds in Industry Sector Projects in Common (ISPIC) (see *Exhibit B, ISPIC memo 10/21/17*). Consequently, SUBCONTRACTOR is required to expend at least an equal amount of funds (see 3. Total Cost) from Strong Workforce Program Local and/or Regional Share or other funds that support the work of the Project. SUBCONTRACTOR shall submit documentation that this grant requirement was met by the end of the Project.

Except as amended herein, all other terms and provisions of the Agreement, to the extent that they are not inconsistent with this FIRST AMENDMENT, remain unchanged.

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

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: *Kern Community
College District*

By: _____

By: _____

Name: Peter J. Hardash

Name: _____

Title: Vice Chancellor

Title: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

Board Approval Date: July 16, 2018

95-6006644
Employer/Taxpayer Identification Number (EIN)

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

This **First Amendment** to the grant sub-agreement (hereinafter "Agreement") is entered into on this 16th day of July, 2018, between Rancho Santiago Community College District (hereinafter "RSCCD") and West Hills Community College District (hereinafter "SUBCONTRACTOR"), on behalf of **West Hills College Lemoore**, to amend that certain Agreement # DO-17-2220-173, dated March 26, 2018 between the parties with a term of January 1, 2018 through December 31, 2018.

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

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

Item 5. Matching Contribution will be amended as follows:

5. Matching Contribution

The funds allocated through this Agreement are considered matching funds to encourage investment of Strong Workforce Program or other funds in Industry Sector Projects in Common (ISPIC) (see *Exhibit B, ISPIC memo 10/21/17*). Consequently, SUBCONTRACTOR is required to expend at least an equal amount of funds (see 3. Total Cost) from Strong Workforce Program Local and/or Regional Share or other funds that support the work of the Project. SUBCONTRACTOR shall submit documentation that this grant requirement was met by the end of the Project.

Except as amended herein, all other terms and provisions of the Agreement, to the extent that they are not inconsistent with this FIRST AMENDMENT, remain unchanged.

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

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: *West Hills
Community College District*

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: _____

Title: _____

Date: _____

Board Approval Date: July 16, 2018

77-0323447

Employer/Taxpayer Identification Number (EIN)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: July 16, 2018
Re:	Approval of Collaboration Agreement with Families Together of Orange County Regarding Virtual Dental Home System	
Action:	Request for Approval	

BACKGROUND

Families Together of Orange County is part of a dental collaborative that was awarded over \$11,000,0000 to provide dental services to under served children in Orange County using the Virtual Dental Home (VDH) model. Dental services are provided by trained hygienists at community sites using portable equipment and taking up a very small space. Services include dental screenings, cleanings, x-rays, sealants, fluoride treatments, and temporary cavity treatments. Each patient receives ongoing care coordination to engage families and ensure continuity of care for the child.

ANALYSIS

This collaboration agreement would allow Families Together of Orange County, to partner with Child Development Services to implement the Virtual Dental Home model. Families Together would provide dental services at the Early Childhood Education Center at Santa Ana College and establish a prevention platform that would influence the trajectory of long term dental care for children and their families.

RECOMMENDATION

It is recommended that the Board approve the collaboration 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: none	Board Date: July 16, 2018
Prepared by: Janneth Linnell, Executive Director of Child Development Services	
Submitted by: Enrique Perez, Vice Chancellor, Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

COLLABORATION AGREEMENT REGARDING VIRTUAL DENTAL HOME SYSTEM OF CARE

This Agreement is entered into on July 17, 2018 by and between Rancho Santiago Community College District, “**DISTRICT**”, on behalf of Santa Ana College “**SITE**”, and Families Together of Orange County “**DENTAL CARE PROVIDER**” (“jointly, the “Parties”).

Recitals

Whereas, Dental Care Provider is a 501 (c) 3 nonprofit organization that provides free dental visits to children ages 0-20 who would otherwise typically not have access to routine dental care; and

Whereas, Site is an educational institution with a large population of economically disadvantaged students; and

Whereas, Site and Dental Care Provider wish to form a partnership to provide free on-site dental services to the students of Site;

Now therefor, the parties agree to the following:

DESCRIPTION OF PROJECT

The goal of this project is to provide students who typically do not have access to care, with ongoing dental services with the use of teledentistry. Teledentistry is a combination of telecommunications and dentistry involving the exchange of clinical information and images over remote distances for dental consultation and treatment planning. This model offers a complete and consistent Virtual Dental Home (VDH) for the individual. Dental services will be provided at the Site by trained hygienists using portable equipment and taking up a very small space. Services include dental screenings, cleanings, x-rays, sealants, fluoride treatments, and temporary cavity treatments. Each patient receives ongoing care coordination to engage families and ensure continuity of care for the patient.

RESPONSIBILITIES OF DENTAL CARE PROVIDER

DENTAL CARE PROVIDER will provide dental services and coordinate the Virtual Dental Home (VDH) System of Care for the patients/children of the SITE. The VDH system is further described in Appendix A.

DENTAL CARE PROVIDER will provide all equipment and ensure that it is appropriate for daily set up and removal.

DENTAL CARE PROVIDER shall exclusively be responsible and hold themselves out as responsible for the dental care of the patients.

DENTAL CARE PROVIDER agrees to maintain insurance or a program of self insurance throughout the term of this Agreement as follows:

- i. General liability coverage, written on an occurrence form, with limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate, and
- ii. Professional liability insurance with limits of One Million Dollars (\$1,000,000) per claim/occurrence and Three Million Dollars (\$3,000,000) in the aggregate. DENTAL CARE PROVIDER shall provide coverage for all Dentists and Registered Dental Hygienists covered under this agreement or shall ensure that they each maintain individual professional liability insurance coverage with the above limits. If such insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement. In the event that a claims-made policy is canceled or non-renewed, then the Dental Care Provider shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period, and
- iii. Statutory Workers' Compensation coverage on their respective employees working at Site pursuant to this Agreement.

The Commercial General Liability policy is to contain, or be endorsed to contain, the following provisions:

- a. To the fullest extent permitted by law, the District, its officers, officials, employees and volunteers are to be covered as additional insureds as respects to liability arising out of work or operations performed by or on behalf of Families Together of Orange County
- b. For any claims related to this project, the Dental Care Provider insurance coverage shall be primary insurance and any insurance or self-insurance maintained by the District shall be excess of the Consultant's insurance and shall not contribute with it.
- c. DENTAL CARE PROVIDER shall provide certificates of insurance evidencing all coverage described herein, including endorsements prior to any work being performed at the Site.

RESPONSIBILITIES OF SITE

Site will provide a small workspace with access to a power outlet, preferably near to the Health Center or the Students Activity Center. Site will also provide a point of contact at Site to work with Dental Care Provider on coordination of outreach activities including:

- Opportunities for Dental Care Provider to present information about the service to students and parents on campus
- Distribution of program marketing materials (provided by Dental Care Provider)

SITE agrees to participate in evaluation interviews about this system of care and return any equipment provided to the **SITE** to **DENTAL CARE PROVIDER** after completion of the project.

Site agrees to maintain insurance or a program of self-insurance throughout the term of this Agreement as follows:

- i. General liability coverage, written on an occurrence form, with limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate, and
- ii. Statutory Workers' Compensation coverage on their respective employees working at Site pursuant to this Agreement.

MUTUAL OBLIGATIONS

Site and Dental Care Provider will work together to determine a mutually acceptable days and times for dental screenings.

INDEPENDENT STATUS

The parties agree that each is at all times acting and performing as an independent contractor and not as a partner or agent of the other. Nothing in this Agreement shall be construed as creating a partnership, joint venture or employment arrangement.

INDEMNIFICATION

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

TERM

The term of this Agreement shall become effective as of the date Agreement is signed by both parties, and shall continue in effect for five (5) years unless terminated earlier. The Agreement may be extended by an additional year by mutual written agreement by both parties.

Either party may give 30 days prior written notice of its intention to terminate this agreement for any reason or cause whatsoever and at any time. Either party may immediately terminate this agreement with cause and without notice in the event of the other party's default of performance of any term or covenant required as specified herein.

DISCRIMINATION – PROHIBITION.

District and Dental Care Provider agree not to discriminate in the selection or acceptance of any Student pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, mental or physical disability, veteran's status, ancestry, or marital status; or citizenship, within the limits imposed by law or District policy.

DISPUTE RESOLUTION

All parties agree to make every effort to work collaboratively towards the goal of the project. Should a dispute arise, parties will agree to meet and confer in an attempt to resolve such dispute. If the Parties cannot find a resolution together then the Parties agree to have the dispute resolved by binding arbitration in Orange County, California pursuant to California Code of Civil Procedure section 1280 *et. seq.*, with each side to bear its own costs and attorney's fees.

NOTICES:

SITE will notify **DENTAL CARE PROVIDER** if there is a change in operations or structure that would affect the Virtual Dental Home system.

Notices regarding this agreement should be sent to:

DENTAL CARE PROVIDER

Name: Alexander Rossel
Title: CEO
Address: 661 W. 1st St Ste G.
Tustin, CA 92780
Phone # (714)665-9890
Email: alexrossel@familiesstogetheroc.org

SITE

Name: Janneth Linnell
Title: Executive Director CDS
Address: 1530 W. 17th St, V100.
Santa Ana, CA 92706
Phone # (714)480-7548
Email: Linnel_Janneth@rscdd.edu

READ AND AGREED:

DENTAL CARE PROVIDER

Families Together of Orange County
Organization Name

Alexander Rossel
Authorized Signatory Name

CEO
Authorized Signatory Title

Authorized Signatory Signature

Date

SITE

Rancho Santiago Community College District
Organization Name

Peter Hardash
Authorized Signatory Name

Vice Chancellor, Business & Fiscal Services
Authorized Signatory Title

Authorized Signatory Signature

Date

Appendix A:

The Virtual Dental Home (VDH) system of care involves community-based Registered Dental Hygienists and Registered Dental Assistants (RDAs) and dental navigators collaborating with dentists (DENTIST) using tele-dentistry technology.

The dental team will provide care to the patient at the first visit that is within the clinician's scope of practice, collect electronic dental records such as x-rays, photographs, dental and medical histories, and upload these records to a secure website where these are reviewed by a collaborating dentist. The dentist reviews the patient's information and creates a tentative dental treatment plan.

The dental team carries out aspects of the treatment plan that can be conducted in the community setting and require the prescription of a dentist while maximizing care opportunities.

Onsite services include: Health promotion and prevention education; dental disease risk assessment; preventive procedures such as application of fluoride varnish, dental prophylaxis and periodontal scaling; sealants, placing carious teeth in a "holding pattern" using interim therapeutic restorations to stabilize patient's teeth; tracking and supporting the individual in obtaining additional care and following the recommendations for additional services.

When the collaborating dentist determines that the patient needs services that can only be provided by the dentist, the patient is referred to the collaborating dentist's office for that treatment or other appropriate sources of care. The intention is for the care at a dental clinic to be completed then ongoing, routine recall care be provided in the community setting (SITE).

Some of the work of this program will take place at community sites (SITE). These sites can include, but are not limited to schools, long term care facilities, and day programs.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: July 16, 2018
Re: Approval of Lease Agreement between RSCCD and the Economic Development Corporation of Los Angeles	
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, 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

Strong Workforce Program regional funds will be allocated to the Economic Development Corporation of Los Angeles (dba "LAEDC") for a lease agreement with a term of July 17, 2018, through June 30, 2019; the cost shall not exceed \$13,000. The purpose of the lease is to house the Los Angeles Regional Director to support the Los Angeles/Orange County Regional Consortium and Strong Workforce Program regional efforts.

The project director is Dr. Adriene "Alex" Davis, Assistant Vice Chancellor of Economic and Workforce Development and the project administrator is Enrique Perez, Vice Chancellor of Educational Services.

RECOMMENDATION

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

Fiscal Impact: \$13,000.00 (grant-funded)	Board Date: July 16, 2018
Prepared by: Adriene "Alex" Davis, Ed.D., Assistant Vice Chancellor of Economic & Workforce Development	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

TEMPORARY USE LICENSE AGREEMENT

This Temporary Use License Agreement ("License") is entered into effective as of July 17, 2018 (the "Effective Date"), by and between ECONOMIC DEVELOPMENT CORPORATION OF LOS ANGELES COUNTY, a California not for profit corporation (the "Licensor") (dba "LAEDC"), and Rancho Santiago Community College District, located at 2323 North Broadway #350, Santa Ana, California, 92706 (the "Licensee").

1. GRANT OF LICENSE.

Licensor and CVFI-444 S Flower, LP, a Delaware limited partnership ("Master Landlord") are currently parties to that certain Office Lease dated as of September 14, 2011 (the "Master Lease") pursuant to which Licensor currently leases certain premises (the "Master Premises") located on the 37th floor of the office building located at 444 South Flower Street, Los Angeles, California (the "Building"). Licensor hereby allows Licensee to use a portion of the Master Premises consisting of the following (collectively, the "Premises") on the terms set forth herein: one (1) office designated as Number 3712, approximately 244 SF including a load factor of 1.25 for common areas. The Premises are depicted on Exhibit "A" attached hereto. As consideration for use of the Premises, Licensee shall pay to Licensor, in advance and without offset, a license fee in the amount of \$766.00 per month, and in addition, Licensee shall pay ancillary costs including parking and a telephone line, for a total of \$317.00 per month, and the total licensee fee shall be **\$592.00 for July 2018 and \$1,128.00 per month** thereafter. Licensee shall use the Premises only for the following purpose in compliance with the terms of the Master Lease: L.A. Director, Los Angeles/Orange County Regional Consortium (LAOARC). Licensee hereby acknowledges that late payment by Licensee to Licensor of license fees or other sums due hereunder will cause Licensor to incur costs not contemplated by this License, the exact amount of which is extremely difficult to ascertain and may include, but are not limited to, processing and accounting charges. Accordingly, if any installment of the license fees or any other sum due from Licensee shall not be received by Licensor within five (5) days after said amount is due, then Licensor may assess a late charge equal to five (5%) of the amount due.

2. TERM.

The term of this License shall commence on July 17, 2018 and terminate on June 30, 2019; provided however, Licensor may terminate this License earlier upon at least thirty (30) days written notice for any reason. Payment of the license fee is due on or before the first day of each month, along with other sums due and invoiced.

3. USE OF PREMISES.

a. The Premises shall be used only for the purposes specified above and for no other purpose. Licensee shall comply with all legal requirements affecting the Premises and its use. Licensee shall not (a) do or permit anything to be done, nor bring or keep anything in or around the Premises, that will increase the risk of fire or other loss (including by way of example, bring flammables or explosives into the Premises or bringing fuel-powered machinery into the Premises), (b) do or permit anything to be done which may be a nuisance to tenants or interrupt or interfere in any manner with the business of Licensor, (c) store anything outside of the Building, (d) place any signs on or around the Building or the real property upon which the Building is located (the "Real Property"), nor (e) commit or suffer any waste upon or about the Premises.

b. Licensee shall not, and shall not direct, suffer or permit any of its agents, contractors, employees, licensees or invitees to at any time handle, use, manufacture, store or dispose of in or about the Premises, Building or Real Property any (collectively "Hazardous Materials") flammables, explosives, radioactive materials, hazardous wastes or materials, toxic wastes or materials, or other similar substances, petroleum products or derivatives or any substance subject to regulation by or under any federal, state and local laws, regulations and ordinances relating to the protection of the environment or the keeping, use or disposition of environmentally hazardous materials, substances, or wastes (collectively "Environmental Laws"). Licensee shall protect, defend, indemnify and hold Licensor and each and all of Licensor's board of directors, officers, general partners, beneficiaries, stockholders, employees and agents of each of them, harmless from and against any and all loss, claims, liability or costs (including court costs and attorneys' fees) incurred by reason of any actual or asserted failure of Lessee to fully comply with all applicable Environmental Laws, or the presence, handling, use or disposition in or from the Premises of any Hazardous Materials, or by reason of any actual or asserted failure of Licensee to keep, observe, or perform any provision of this paragraph.

c. Licensee is responsible for all of its agents and visitors and shall ensure that they do not do anything which Licensee is not allowed to do. Licensee shall faithfully observe and comply with all the rules and regulations which Master Landlord or Licensor may promulgate from time to time regarding the use of the Building or Real Property.

4. **UTILITIES.**

The license fee set forth in Paragraph 1 shall include the cost of the following utilities: Water, Sewer, Gas, and Electricity. Licensee shall be responsible for the cost of all other utility service for the Premises. Licensee shall not use any equipment or devices that utilize excessive electrical energy or which may, in Licensor's reasonable opinion, overload the wiring or interferes with electrical or other services to other licensees.

5. **COST REIMBURSEMENT.**

Licensee agrees to reimburse Licensor for costs incurred by Licensor on Licensee's behalf, including, but not limited to: storage and utility charges for off-hours or additional HVAC and/or utilities. Licensor shall present Licensee with an invoice each month for said charges, including sufficient documentation to support the amount of said charges. Licensee agrees to pay said charges on or before the first day of each month.

During the term of this License, Licensee shall have access to conference rooms, kitchen facilities, reception areas, lunch rooms and mail distribution of the Master Premises, subject to the same policies and procedural guidelines set forth by Licensor regarding the use of these facilities by Licensor's employees.

6. **ACCEPTANCE OF PREMISES.**

By entry hereunder, Licensee acknowledges that it has examined the Premises and accepts the same "AS IS," "WHERE AS" and "WITH ALL FAULTS" and hereby warrants and represents the Building and Premises as being entirely satisfactory and fit for its purpose. Licensor has no obligation to alter the Premises.

7. **BUILDING RULES.**

Licensee will comply with the rules of the Building adopted and altered by Master Landlord from time to time and the rules of the Master Premises adopted by Licensor from time to time, and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Licensor to Licensee in writing. The initial rules for the Building are located at www.444flower.com under Policies and Procedures and are incorporated herein for all purposes.

8. **ALTERATIONS, REPAIRS AND MAINTENANCE.**

Licensee agrees not to make or permit any alterations to the Premises. Licensee shall maintain the Premises in its present condition and shall keep the same neat, clean and orderly. Licensee shall repair any damage it causes, or in lieu of requiring repairs, Licensor shall have the right to perform such repairs itself, in which case all repair costs shall be payable by Licensee upon request. Upon termination of this License, Licensee shall deliver the Premises to Licensor in the same condition as it existing upon commencement of this License.

9. **INDEMNITY AND RELEASE; INSURANCE.**

a. Licensee shall defend, indemnify and hold harmless Licensor and its officers, directors, employees, agents and representatives (the "Protected Parties") from and against any and all claims (and all related liabilities, costs, and attorneys' fees) arising from (a) Licensee's use of the Premises or anything done, permitted, suffered or omitted by Licensee or any of its officers, directors, employees, agents, representatives or visitors in or about the Premises, and/or (b) any breach or default by Licensee hereunder. As a material part of the consideration to Licensor, Licensee hereby assumes all risk of damage to property or injury to persons in or about the Premises from any cause whatsoever and waives all claims against Licensor and/or the other Protected Parties on account of the same. Licensor agrees to defend, indemnify, and hold harmless the Licensee, its officers, directors, agents, employees, and volunteers (the Indemnified Parties"), from and against all losses, damages, liability or claim of liability, sustained or claimed to have been sustained, arising out of this License; provided, however, that such indemnification obligations will not extend to claims arising out of the Licensee's negligence or willful misconduct.

b. During the term hereof, Licensee shall maintain in full force and effect Commercial General Liability insurance on an occurrence basis with a minimum limit of \$1,000,000 (One Million Dollars) combined single limit, naming Licensor and the other Protected Parties and Master Landlord as additional insureds. Such insurance shall insure Licensee's indemnity obligations herein. In addition, Licensee shall insure all of its personal property at 100% of its full replacement value. All insurance shall contain a complete waiver of subrogation in favor of Licensor and the other Protected Parties. A certificate of all such insurance (including a prohibition against change or cancellation of coverage without 30 days prior notice to Licensor) shall be delivered to

Licensor prior to Licensee entering the Premises. Any insurance maintained by Licensor will apply in excess of, and not contribute with, insurance provided by Licensor.

10. **ENTRY BY LICENSOR.**

Licensor and its agents shall have the right to enter the Premises for any business purpose, including to inspect the same or to make repairs or alterations to the Master Premises or the Premises. Licensee shall not alter any lock or install a new or additional lock on any door of the Premises without the prior written consent of the Licensor.

11. **ASSIGNMENT AND SUBLICENSE.**

Licensee shall not (a) assign this License or any interest in this License, (b) permit the use of the Premises by any person or persons other than Licensee, nor (c) sublicense all or any part of the Premises.

12. **DEFAULT BY LICENSEE.**

Time is of the essence hereof. Licensee shall be in default if Licensee fails to perform any obligation hereunder as and when due. In the event of such a default, Licensor shall have all rights and remedies allowed by law. In addition, Licensor shall have the right to terminate this License and/or Licensee's right to use the Premises. Upon any such termination, Licensee shall immediately yield up and surrender possession of the Premises and Licensor may take any and all action to enforce Licensee's obligations.

13. **ATTORNEYS' FEES.**

In the event of litigation to enforce or to interpret this License, the prevailing party shall be entitled to recover, in addition to all other sums and relief, its reasonable costs and attorneys' fees.

14. **NOTICES.**

All notices to Licensee shall be in writing and shall be sufficiently given if delivered to the Premises or if sent by certified mail to the Premises or to the address (if any) shown at the end of this License.

15. **INTERPRETATION.**

a. This License is subject and subordinate to the terms of the Master Lease. This License shall be governed by the laws of the State of California. This License contains the entire agreement of the parties. This License can be amended, or any right or provision waived, only by written document signed by both parties.

b. All obligations, liabilities, indemnities, waivers and releases of Licensee hereunder, as well as the attorneys' fees provision hereof, shall survive the expiration or termination of this License and/or of Licensee's right to use the Premises.

16. **LIMITATION AND LIABILITY.**

Redress for any claim against Licensor under this License shall be limited to and enforceable only against and to the extent of Licensor's interest in the Master Premises. The obligations of Licensor under this License are not intended to and shall not be personally binding on, nor shall any resort be had to the private properties of, any of its board of directors, officers, members, partners, or any beneficiaries, stockholders, employees, or agents of Licensor.

17. **COUNTERPARTS; FACSIMILE SIGNATURES.**

This License may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Each of the parties hereto agree that the delivery of an executed copy of this License by facsimile or e-mail shall be legal and binding and shall have the same full force and effect as if an original executed copy of this License had been delivered.

18. **LICENSEE AMENITIES.**

Licensors will provide office space that is equipped with DSL and telephone capability. A list of amenities will be provided as noted below.

Licensors provide the following services to licensees"

- Local and long distance service, with long distance charges billed to licensees
- Utilities
- Mail pickup and sorting
- Receptionist who greets visitors and receives deliveries
- DSL access (as long as network capacity allows)
- Lunchroom supplies including coffee, tea, and condiments
- Conference rooms whose use is scheduled by the receptionist
- Cleaning service

Licensors do not provide the following:

- Computer hardware and software support
- Office supplies
- Use of LAEDC fax machines
- Postage or FEDEX service. A small amount of mail with postage can be left in the mailroom box for drop-off downstairs. The licensee must take down large mailings or heavy items to the building mailroom or FEDEX drop box
- Secretarial services, including audio-visual setup for meetings, arranging services, ordering food, faxing, copying or other administration/secretarial services for subtenants or their visitors

IN WITNESS WHEREOF, Licensors and Licensee have executed this License as of the date first written above. Individuals signing on behalf of a principal warrant that they have the authority to bind their principal. This License is subject to acceptance by Licensors.

LICENSOR:

ECONOMIC DEVELOPMENT CORPORATION OF LOS ANGELES COUNTY,
a California not for profit company

By: _____

Print Name: _____

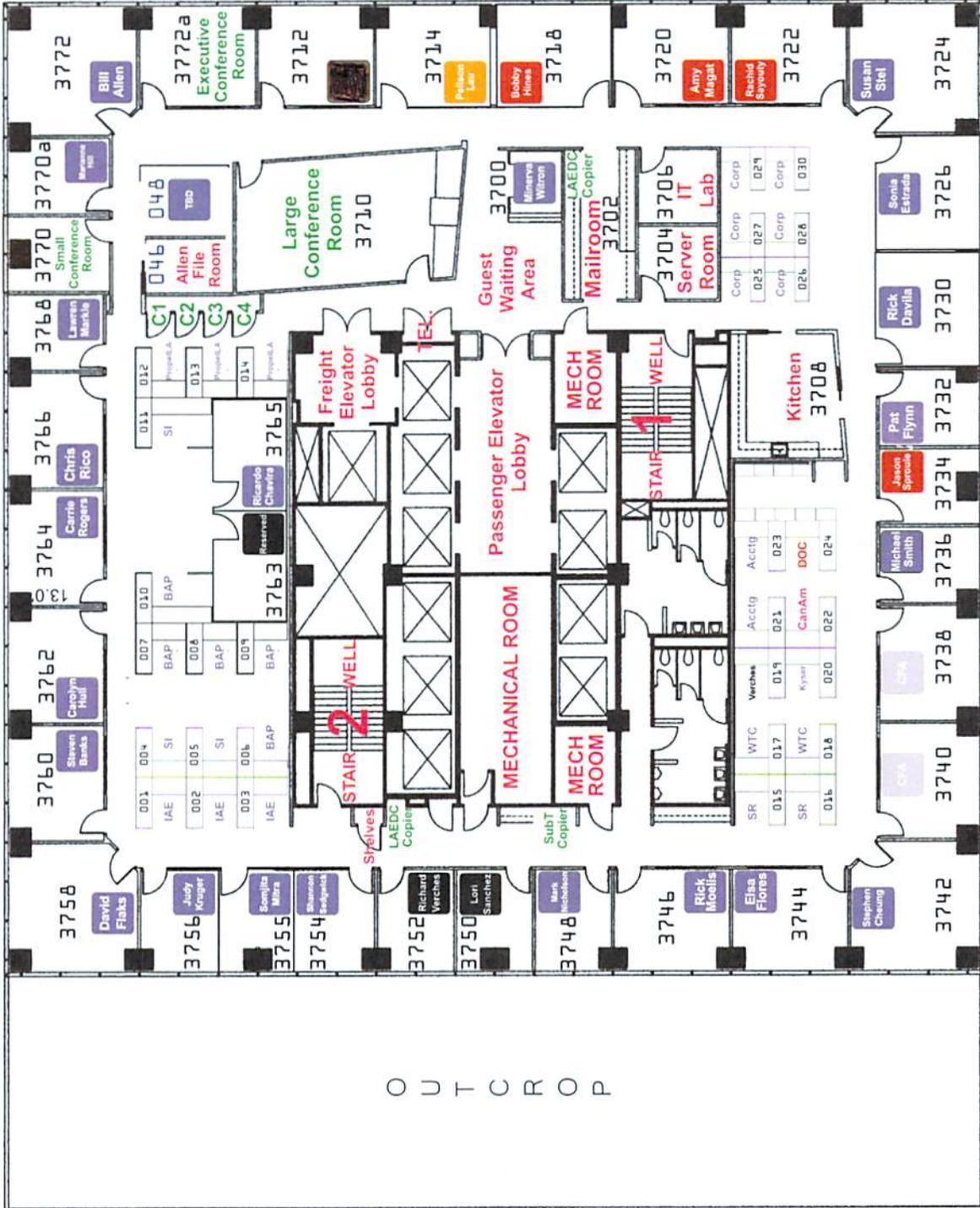
Title: _____

LICENSEE:

By: _____

Print Name: _____

Title: _____



LAEDC
444 SOUTH FLOWER STREET
FLOOR: 37

JANUARY 2018

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: July 16, 2018
Re: Approval of Agreement between RSCCD and the Economic Development Corporation of Los Angeles	
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, 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

In following the process and procedures with outside vendors, we are processing a service agreement to reimburse the vendor for the services performed for the Strong Workforce Program grant ending on December 31, 2018. The Strong Workforce Program regional funds will be allocated to the Economic Development Corporation of Los Angeles (dba "LAEDC") for the design and production of the "Entertainment and the Rise of Digital Media in the LA Basin" report, the "LA & Orange County Community College: Powering Economic Opportunity" report, and Career Pathway video series, "Higher Ed," featuring transportation and entertainment careers. The services performed tie directly with the Strong Workforce Program initiative.

The project director is Richard Verches, Los Angeles Director of Los Angeles/Orange County Regional Consortium. The project administrator is Dr. Adriene "Alex" Davis, Assistant Vice Chancellor of Economic and Workforce Development.

RECOMMENDATION

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

Fiscal Impact: \$20,000.00 (grant-funded)	Board Date: July 16, 2018
Prepared by: Dr. Adriene "Alex" Davis, Assistant Vice Chancellor of Economic & Workforce Development	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Dr. Raúl Rodríguez, Ph.D., Chancellor	

SERVICES AGREEMENT

This Services Agreement (“Agreement”) is made by and between Rancho Santiago Community College District, located at 2323 North Broadway #350, Santa Ana, California, 92706, hereinafter referred to as the “Client,” and the ECONOMIC DEVELOPMENT COPORATION OF LOS ANGELES COUNTY, a California non-profit corporation, hereinafter referred to as the “LAEDC.”

WHEREAS the Client and the LAEDC have entered into an Agreement that authorizes the LAEDC to be recompensed by the Client for expenses incurred to design and produce two reports and to produce certain career pathway videos,

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the Client and the LAEDC agree as follows:

1. Fees for Services Provided

Client shall pay LAEDC **\$20,000.00 (twenty thousand dollars and zero cents)** for the following services (the “Services”):

- Design and production of “Entertainment and the Rise of Digital Media in the LA Basin” report (“DME Report”): \$4,455.00
- Design and production of “LA & Orange County Community Colleges: Powering Economic Opportunity” report (“LAOC Community Colleges Report”): \$6,930.00
- “HireEd” career pathways video series, featuring transportation and entertainment careers as phase 1 videos (“HireEd Videos”): \$8,615.00

Payment of the invoiced amount will be due and payable within thirty (30) days of the invoice date. In the event that the Client does not pay within the period indicated, LAEDC may charge the Client interest in an amount equal to 1.5% per month of the unpaid balance.

2. Ownership of Documents

Client agrees that the DME Report, LAOC Community Colleges Report, and the HireEd Videos shall belong to and be the sole property of the LAEDC.

3. Warranty

Any interpretation or analyses of the Client’s data, and any recommendation based upon such interpretations or analyses, are opinions based upon inferences from data and empirical relationships and assumptions which are not infallible, and with respect to which industry professionals may differ. Accordingly, the LAEDC warrants that the Services shall be performed with the standard of care and skill ordinarily used by other members of the profession when undertaking similar services. The LAEDC makes every effort to produce objective reports that impartial observers would agree are reasonable.

THE LAEDC MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, RELATING TO OR CONCERNING ANY REPORT, DATA, INFORMATION, OR ANY OTHER WORK PROVIDED UNDER THIS

AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES CONCERNING THE OUTCOME OR RESULT OF THE ANALYSIS AND CONCLUSIONS REACHED.

4. Mutual Indemnification

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.

5. Liability

The LAEDC will not be responsible for any use made of any report, materials or information arising from the Services, either by the Client or any third party.

IN NO EVENT SHALL THE LAEDC'S LIABILITY TO THE CLIENT OR ANY THIRD PARTY RELATING TO THE SERVICES EXCEED THE AMOUNT PAID BY THE CLIENT TO LAEDC FOR THE SERVICES, REGARDLESS OF THE FORM OF THE ACTION.

6. Amendments to Agreement

Any change of the terms of this Agreement, including changes in the Services, shall be incorporated into this Agreement by a written amendment properly executed by both parties.

7. Termination

The Client or the LAEDC may terminate this Agreement without cause at any time upon seven (7) business days prior written notice.

The Client or the LAEDC may terminate this Agreement immediately upon written notice to the other party if the other party does not comply with any material term or condition of this Agreement.

If this Agreement is terminated, then the LAEDC shall cease further work as of the date of termination and shall be paid for the services performed to the date of the termination based on a prorated basis.

8. Notices

Notices to be given between the LAEDC and the Client shall be in writing and may be served by depositing such notices in the United States Mail with postage prepaid, registered or certified mail, addresses as follows:

To the LAEDC: Los Angeles County Economic Development Corporation
 444 South Flower Street, 37th Floor
 Los Angeles, CA 90071
 Attn: David Flaks

To the Client: Rancho Santiago Community College District
2323 North Broadway #350
Santa Ana, California 92706
Attn: Alex Davis

9. Unenforceable Provisions

If a court or other tribunal of competent jurisdiction holds any of the provisions of this Agreement to be unenforceable, the remaining portions of this Agreement shall remain in full force and effect. The failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of such provisions or of the right of such party to enforce each such provision.

10. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

11. Counterparts; Facsimile Signatures

This Agreement may be executed in two or more counterparts and by different parties in different counterparts, all of which together shall constitute one and the same original. The parties are entitled to rely on facsimiles (such as a telecopy or pdf file) of the signatures of the other party and the delivery by a party of a facsimile of such party's signature shall be deemed delivery of an executed original and shall be fully effective for all purposes.

12. Imaging of Documents.

The parties understand and agree that each party's document retention policy may involve either or both of: (a) the imaging of this Agreement and other documents sent or received by such party; and (b) the destruction of the paper originals of all such documents. As such, the parties forever waive any right that they may have to a claim that the imaged copies are not originals.

13. Jurisdiction

This Agreement will be governed by California law, provided however, that the terms of this Agreement shall be interpreted in accordance with their fair and common meaning and not automatically against any party.

[Signatures appear on following page.]

IN WITNESS THEREOF, the LAEDC and RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT have caused this Agreement to be executed by their duly authorized representatives.

For the LAEDC:

For the Client:

By:

By:

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

(Office of the Chancellor)

To:	Board of Trustees	Date: July 16, 2018
Re:	Authorization of Signatures	
Action:	Request for Action	

BACKGROUND

A list of the District's authorized signatures is kept on file at the Orange County Department of Education.

ANALYSIS

The attached list designates those individuals authorized to sign various documents on behalf of the district. This form has been revised to include the signature of Tracie Green (Vice Chancellor, Human Resources) effective June 27, 2018.

RECOMMENDATION

It is recommended that the board approve the revised list of authorized signatures.

Fiscal Impact: None	Board Date: July 16, 2018
Prepared by: Anita Lucarelli, Executive Assistant to the Board of Trustees	
Submitted by: Raúl Rodríguez, Ph.D., Chancellor	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

AUTHORIZATION OF SIGNATURES

RANCHO SANTIAGO COMMUNITY COLLEGE SCHOOL DISTRICT

I, _____, Clerk of the governing Board of the above named School District of Orange County, California, hereby certify that the said Board at a regular meeting thereof, held on the 16th day of July, 2018, adopted by a majority vote of said Board, a resolution that the following named persons, effective July 16, 2018, be authorized to sign payroll notices of employment/changes of status (NOE/CS), time sheets, vendor orders for payment, warrant registers as indicated, contracts, and agreements, and that all previous authorization of signatures are rescinded. This resolution further states that the authorization is subject to the following provisions:

<u>NAME (TYPED)</u>	<u>SPECIMEN SIGNATURE</u>	AUTHORIZED TO SIGN:			
		<u>PAYROLL</u>	<u>VENDOR PAYMENTS</u>		
		<u>NOE/CS</u>	<u>SHEET</u>	<u>ORDERS</u>	<u>REGISTERS</u>
Tracie Green	_____	_x_	_x_	_x_	_x_
Peter J. Hardash	_____	_x_	_x_	_x_	_x_
John Hernandez	_____	_x_	_x_	_x_	_x_
Adam O'Connor	_____	_x_	_x_	_x_	_x_
Enrique Perez	_____	_x_	_x_	_x_	_x_
Raúl Rodríguez	_____	_x_	_x_	_x_	_x_
Linda Rose	_____	_x_	_x_	_x_	_x_

AUTHORIZATION OF SIGNATURES (cont.)

I further certify that the signatures following are those of the members of the governing board not mentioned above.

<u>NAME (TYPED)</u>	<u>SIGNATURE</u>
Claudia C. Alvarez	_____
Arianna P. Barrios	_____
John R. Hanna	_____
Zeke Hernandez	_____
Lawrence R. Labrado	_____
Nelida Mendoza Yanez	_____
Phillip E. Yarbrough	_____

IN WITNESS WHEREOF, I have hereunto set my hand this 16th day of July 2018.

Clerk _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC**

July 16, 2018

MANAGEMENT

Appointment

Hegarty, Mary E.
Director, Athletics
Kinesiology, Health & Athletics Division
Santa Ana College

Effective: July 19, 2018
Salary Placement: F-1 \$91,529.46/Year

Law, Mary B.
Graphic Communications Manager
Publications
Santiago Canyon College

Effective: June 29, 2018
Salary Placement: H-1 \$81,280.84/Year
(Requisition #CL18-1135)

Change of Position

Mozaffari, Leila
From: Director, Small Business
Development Center
To: Executive Director, Institute for
Workforce Development
Educational Services
District Office

Effective: June 25, 2018
Salary Placement: E-7 \$132,022.834/Year
(Requisition #CL18-1090)

Interim Assignment

Santoyo, Sarah R.
From: Executive Director, Resource Development
To Assistant Vice Chancellor, Educational Services
Educational Services
District

Effective: June 5 – December 17, 2018
From: E-7 \$132,021.83/Year
To: A-2 \$140,867.05/Year

Ratification of Resignation/Retirement

Rodríguez, Russell Raúl
Chancellor
District

Effective: June 30, 2019 (Last Day)
Reason: Retirement

MANAGEMENT (CONT'D)

Leave of Absence

Covarrubias, Deisy
Director, Special Programs
Student Services
Santiago Canyon College

Effective: July 9 – August 19, 2018
Reason: Maternity Leave

Covarrubias, Deisy
Director, Special Programs
Student Services
Santiago Canyon College

Effective: August 20 – November 13, 2018
Reason: FMLA/Parental Leave

Step Increase

Gascon, Christine M.
Executive Director, Adult Basic
Education Block Grant
Continuing Education Center
Santiago Canyon College

Effective: July 1, 2018
Salary Placement: C-2 \$122,841.85/Year

FACULTY

Appointment

Morgan, Adam
Assistant Professor, Business
Applications & Technology
Business Division
Santa Ana College

Effective: August 20, 2018
Tentative Salary Placement: II-3 \$59,559.05/Year

Ratification of Resignation/Retirement

Hammonds, Elvin Glen
Professor, Automotive Technology
Human Services & Technology Division
Santa Ana College

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

Wright, Kelley Laney
Professor, Math
Mathematics & Sciences Division
Santiago Canyon College

Effective: December 15, 2018 (Last Day)
Reason: Resignation

FACULTY (CONT'D)

Adjusted Ratification of Resignation/Retirement

Marecek, Lynn
Professor, Math
Science, Mathematics &
Health Sciences Division
Santa Ana College

From: June 2, 2018 (Last Day)
To: May 31, 2018 (Last Day)
Reason: Retirement

2017/2018 Additional Contract Extension Days

Weber, Merari
Assistant Professor/Coordinator, ESL
Continuing Education Division
Centennial Education Center
Santa Ana College

Effective: June 1, 2018
Contract Extension: 5 Days
Extension Daily Rate: \$481.55
Duties: Coordination

2017/2018 Contract Extension Days

Brown, Angela
Professor/Counselor
Counseling Division
Santa Ana College

Effective: June 11 – June 30, 2018
Contract Extension: 2 Days
Extension Daily Rate: \$536.14
Duties: Counseling

Castellanos, Mary
Professor/Counselor
Counseling Division
Santa Ana College

Effective: June 11 – June 30, 2018
Contract Extension: 2 Days
Extension Daily Rate: \$588.52
Duties: Counseling

Gallego Jr., Dennis
Professor/Counselor
Counseling Division
Santa Ana College

Effective: June 4 – June 30, 2018
Contract Extension: 6 Days
Extension Daily Rate: \$489.85
Duties: Counseling

Gilmour, Dennis
Professor/Counselor
Counseling Division
Santa Ana College

Effective: June 4 – June 30, 2018
Contract Extension: 5 Days
Extension Daily Rate: \$574.38
Duties: Counseling

Gonzalez-Diaz, Haydee
Assistant Professor/Counselor
Counseling Division
Santa Ana College

Effective: June 11, 2018
Contract Extension: 1 Days
Extension Daily Rate: \$387.11
Duties: Counseling

FACULTY (CONT'D)

2017/2018 Contract Extension Days (cont'd)

Meckes, Ana Assistant Professor/Counselor Counseling Division Santa Ana College	Effective: June 11, 2018 Contract Extension: 1 Day Extension Daily Rate: \$438.00 Duties: Counseling
Nguyen, Madeleine Professor/Counselor, EOPS Student Services Santa Ana College	Effective: June 11 – June 30, 2018 Contract Extension: 2 Days Extension Daily Rate: \$536.14 Duties: Counseling
Nguyen, Thu Van T. Professor/Counselor Counseling Division Santa Ana College	Effective: June 4 – June 30, 2018 Contract Extension: 8 Days Extension Daily Rate: \$464.37 Duties: Counseling
Robledo, Joanna Associate Professor/Counselor Counseling Division Santa Ana College	Effective: June 11 – June 30, 2018 Contract Extension: 2 Days Extension Daily Rate: \$504.32 Duties: Counseling
Robledo, Reymundo Professor/Counselor Counseling Division Santa Ana College	Effective: June 11, 2018 Contract Extension: 1 Day Extension Daily Rate: \$504.32 Duties: Counseling
Sadler, Dennis Professor/Counselor Counseling Division Santa Ana College	Effective: June 4 – June 30, 2018 Contract Extension: 3 Days Extension Daily Rate: \$574.38 Duties: Counseling
Sanabria, Reina Professor/Counselor/Coordinator Puente Program/Counseling Division Santa Ana College	Effective: June 11 – June 30, 2018 Contract Extension: 3 Days Extension Daily Rate: \$588.52 Duties: Counseling
Vargas, Martha Professor/Counselor/Coordinator University Transfer Center/Counseling Division Santa Ana College	Effective: June 11, 2018 Contract Extension: 1 Day Extension Daily Rate: \$574.38 Duties: Counseling
Zook, Rochelle Professor/Counselor Counseling Division Santa Ana College	Effective: June 11 – June 30, 2018 Contract Extension: 3 Days Extension Daily Rate: \$588.52 Duties: Counseling

FACULTY (CONT'D)

2018/2019 Contract Extension Days

Kushida, Cherylee
Professor/Coordinator, Distance Education
Academic Affairs
Santa Ana College

Effective: July 1, 2018 – June 30, 2019
Contract Extension: 20 Days
Extension Daily Rate: \$574.38
Duties: Coordination

Lopez Mercedes, Jose
Assistant Professor, ESL
Continuing Education Division
Centennial Education Center
Santa Ana College

Effective: July 1, 2018 – June 30, 2019
Contract Extension: 2 Days
Extension Daily Rate: \$440.02
Duties: Coordination

Sneddon, Marta
Professor, Criminal Justice (Fitness)
Human Services & Technology Division
Santa Ana College

Effective: August 14 – 18, 2018
Contract Extension: 2 Days
Extension Daily Rate: \$575.87
Duties: Instruction

Adjusted Column Placement

Do, Mina
Instructor, Mathematics
Mathematics & Sciences Division
Santiago Canyon College

Effective: 02/08/2016
From: Column II
To: Column III

Part-time Hourly New Hires/Rehires

Hamilton, Ian S
Instructor, Art
Fine & Performing Arts Division
Santa Ana College

Effective: July 16, 2018
Hourly Lecture/Lab Rates: II-3 \$58.29/\$52.46

Lacoste, Steven M
Instructor, Music
Fine & Performing Arts Division
Santa Ana College

Effective: July 16, 2018
Hourly Lecture/Lab Rates: IV-4 \$67.47/\$60.72

McInnish, Alycia R
Instructor, Child Development
Human Services & Technology Division
Santa Ana College

Effective: July 16, 2018
Hourly Lecture Rate: II-3 \$58.29

FACULTY (CONT'D)

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

Rodebaugh, Jeanne J
Instructor, English
Dual Enrollment Program
Humanities & Social Sciences Division
Santa Ana College

Effective: July 16, 2018
Hourly Lecture Rate: II-3 \$58.29

Non-paid Instructors of Record

Gillebaard, August P.
Instructor, Adults w/Disabilities:
Workforce Preparation
Continuing Education Division (OEC)
Santiago Canyon College

Effective: June 25, 2018

Non-paid Intern Service

Acevedo Sanchez, Aquetzali
Academic Coach Intern
Counseling & Student Support
Services Division
Santiago Canyon College

Effective: July 17, 2018 – June 30, 2019
College Affiliation: CSU, Fullerton
Major/Discipline: Human Services

Busher, LaKeesha
Athletic Trainer Intern
Kinesiology
Santa Ana College

Effective: August 2, 2018 – January 5, 2019
College Affiliation: Chapman University
Major/Discipline: Athletic Training

Ceballos, Cynthia
Counseling Intern
Counseling Division
Santa Ana College

Effective: August 15, 2018 – June 30, 2019
College Affiliation: CSU, Fullerton
Major/Discipline: Social Work

Cortez, Christina
Academic Coaching Intern
Counseling & Student Support
Services Division
Santiago Canyon College

Effective: July 17, 2018 – June 30, 2019
College Affiliation: CSU, Fullerton
Major/Discipline: Human Services

Cruz, Christina
Academic Coaching Intern
Counseling & Student Support
Services Division
Santiago Canyon College

Effective: July 17, 2018 – June 30, 2019
College Affiliation: CSU, Fullerton
Major/Discipline: Human Services

FACULTY (CONT'D)

Non-paid Intern Service (cont'd)

Gutierrez-Lucero, Maria del Pilar
Business Administration-Finance Intern
Administrative Services
Santa Ana College

Effective: July 17, 2018 – June 30, 2019
College Affiliation: Chapman University
Major/Discipline: MBA-Finance

Isobe, Takuya
Athletic Trainer Intern
Kinesiology
Santa Ana College

Effective: August 1, 2018 – June 30, 2019
College Affiliation: CSU, Long Beach
Major/Discipline: Athletic Training

Lukacs, Jayson
Academic Coaching Intern
Counseling & Student Support
Services Division
Santiago Canyon College

Effective: July 17, 2018 – June 30, 2019
College Affiliation: CSU, Fullerton
Major/Discipline: Human Services

Martinez Romero, Karen
Counseling Intern
Counseling Division
Santa Ana College

Effective: August 15, 2018 – June 30, 2019
College Affiliation: National University
Major/Discipline: Counseling

Merris, Ysabel Ehryn
Athletic Trainer Intern
Kinesiology
Santa Ana College

Effective: August 1, 2018 – June 30, 2019
College Affiliation: CSU, Long Beach
Major/Discipline: Athletic Training

Pineda, Rosy
Academic Coaching Intern
Counseling & Student Support
Services Division
Santiago Canyon College

Effective: July 17, 2018 – June 30, 2019
College Affiliation: CSU, Fullerton
Major/Discipline: Human Services

Change in Position/Location

DeMaria, Steven District Safety Officer/ District	Effective: June 18, 2018 Grade 9, Step 6 + 5%L + 5%SW \$58,708.23 <i>Change to Swing Shift</i>
Donahoe, Chandra Administrative Clerk From: SBDC/ Ed. Services/ District To: Admin. Services/ SAC (Reassigned)	Effective: July 23, 2018 Grade 10, Step 6 + 7.5%L \$59,886.88
Kings, Luis Administrative Clerk From: SBDC/ Ed. Services/ District To: Continuing Ed./ OEC (Reassigned)	Effective: July 16, 2018 Grade 10, Step 6 + 5%L + 2.5%Bil \$59,886.88
Knorr, David District Safety Officer/ District	Effective: June 18, 2018 Grade 9, Step 6 + 2.5%L + 5%SW \$57,373.95 <i>Change to Swing Shift</i>
Macias, Jazmin Bookstore Buyer From: SCC To: SAC (CL18-1148)	Effective: July 9, 2018 Grade 10, Step 2 \$45,846.10
Negron, Victor From: Payroll Specialist To: Senior Payroll Specialist (CL18-1152) Fiscal Services/ District	Effective: June 27, 2018 Grade 12, Step 6 + 1PG (500) \$61,790.12
Rabiola, Anthony District Safety Officer/ District	Effective: June 18, 2018 Grade 9, Step 6 + 1PG (500) \$53,871.12 <i>Change to Day Shift</i>

Leave of Absence

Barker, Hillary Administrative Clerk/ Human Services & Tech./ SAC	Effective: 06/23/18 – 08/20/18 Reason: Maternity Leave
---	---

Leave of Absence cont'd

Espinosa, Laura
Administrative Clerk/ Academic
Affairs/SCC

Effective: 07/01/18 – 06/31/19
Reason: FMLA

Voluntary Furlough

Ramirez, Diana
Transfer Center Specialist/ Counseling/
SAC

Effective: 08/28/18 – 06/30/19
Grade 11, Step 3 @ 80% VF
\$40,196.42

CLASSIFIED HOURLY

New Appointments

Berber, Christian
Admissions & Records Spec. I
(CL18-1127) Continuing Educ./ CEC

Effective: June 26, 2018
19 Hours/Week 12 Months/Year
Grade 6, Step A + 2.5%Bil \$18.18/Hour

Rios, Denise
Instructional Assistant (CL18-1131)
Student Services/ SAC

Effective: July 2, 2018
Up to 19 Hours/Week School Session
Grade 5, Step A \$17.12/Hour

Leave of Absence

Ryou Choi, Joo Hee
Learning Facilitator/ Humanities & Soc.
Sci./ SAC

Effective: 06/24/18 – 09/17/18
Reason: Parental Leave

TEMPORARY ASSIGNMENT

Fuentes, Lesley
Test Proctor/ CTI/ Ed. Services/ District

Effective: 07/17/18 – 12/21/18

Le, Kim
Accompanist/ Fine & Performing Arts/
SAC

Effective: 08/27/18 – 06/08/19

Montero, Vanessa
Student Services Specialist/ Counseling/
SCC

Effective: 07/30/18 – 06/07/19

MISCELLANEOUS POSITIONS cont'd

Lewis, Sabrina Community Services Presenter/ Student Services/ Continuing Ed./ OEC	Effective: 07/16/18
Lozada Trujillo, Efrain Residential Assistant II/ Student Services/ SCC	Effective: 06/23/18 – 08/02/18
Nicholson, Candace Coaching Assistant/ Kinesiology/ SCC	Effective: July 1, 2018
Palacios Rosas, Maite Residential Assistant II/ Student Services/ SCC	Effective: 06/23/18 – 08/02/18
Posada, Estela Stage Assistant/ Fine & Performing Arts/ SAC	Effective: 07/30/18 – 06/08/19

Instructional Associates/Associate Assistants

Criminal Justice

Ruiz, Cayden	Effective: 07/17/18
--------------	---------------------

Fire Technology

Evans, Madison	Effective: 06/26/18
----------------	---------------------

Meyer, Daniel	Effective: 07/17/18
---------------	---------------------

VOLUNTEERS

Salzer, John Volunteer-Driver/ Kinesiology/ SAC	Effective: 07/17/18 – 06/30/19
--	--------------------------------

**SANTA ANA COLLEGE STUDENT
ASSISTANT LIST**

Alva, Esmeralda	Effective:	07/02/18-06/30/19
Alvarado, Karina	Effective:	07/02/18-06/30/19
Alvarez-Orozco, Noemi P.	Effective:	07/02/18-06/30/19
Alvizures, Genesis L.	Effective:	07/02/18-06/30/19
Andaya Alvarado, Deysi D.	Effective:	07/02/18-06/30/19
Ashraf, Rafeka	Effective:	07/02/18-06/30/19
Bacilio Dominguez, Jessica	Effective:	07/02/18-06/30/19
Baltazar Suarez, Clementina	Effective:	07/02/18-06/30/19
Barahona Umana, Carmen E.	Effective:	07/02/18-06/30/19
Becerra, Caitlyn B.	Effective:	07/02/18-06/30/19
Beltran, Joselyn I.	Effective:	07/02/18-06/30/19
Bustamante Munoz, Maribel	Effective:	07/02/18-06/30/19
Canseco Santos, Sandra	Effective:	07/02/18-06/30/19
Camarena, Jose E.	Effective:	07/02/18-06/30/19
Cantuna, Stephan J.	Effective:	07/02/18-06/30/19
Cardon, Myrna M.	Effective:	07/02/18-06/30/19
Carranza, Elizabeth G.	Effective:	07/02/18-06/30/19
Castelan, Mayan	Effective:	07/02/18-06/30/19
Castelan, Odalis Y.	Effective:	07/02/18-06/30/19
Castrejon, Damaris S.	Effective:	07/02/18-06/30/19
Ceja, Jessica M.	Effective:	07/02/18-06/30/19
Celestino, Jennifer	Effective:	07/02/18-06/30/19
Chowdhury, Nafis K.	Effective:	07/02/18-06/30/19
Corro, Leslie	Effective:	07/02/18-06/30/19
Corona, Jacqueline	Effective:	07/02/18-06/30/19
Escobedo Gomez, Miriam S.	Effective:	07/02/18-06/30/19
Fernandez, Cassandra G.	Effective:	07/02/18-06/30/19
Flores, Jasmin	Effective:	07/02/18-06/30/19
Galvan, Alma S.	Effective:	07/02/18-06/30/19
Garcia, Lesley I.	Effective:	07/02/18-06/30/19
Garcia, Maria D.	Effective:	07/02/18-06/30/19
Garcia, Paola	Effective:	07/02/18-06/30/19
Garcia, Priscilla M.	Effective:	07/02/18-06/30/19
Getahun, Esrael H.	Effective:	07/02/18-06/30/19
Gomez, Diana R.	Effective:	07/02/18-06/30/19
Gomez, Wendy J.	Effective:	07/02/18-06/30/19
Gonzalez, Erica J.	Effective:	07/02/18-06/30/19
Gonzalez, Ingrid V.	Effective:	07/02/18-06/30/19
Gonzalez Aranda, Karina Y.	Effective:	07/02/18-06/30/19
Guerrero Gonzalez, Yolanda C.	Effective:	07/02/18-06/30/19
Hernandez, Kassandra	Effective:	07/02/18-06/30/19
Hernandez, Stephanie	Effective:	07/02/18-06/30/19
Huerta, Robin R.	Effective:	07/02/18-06/30/19
Ibarra, Elias	Effective:	07/02/18-06/30/19
Jasso, Alfredo	Effective:	07/02/18-06/30/19
Johnson Gonzalez, Johana B.	Effective:	07/02/18-06/30/19

**SANTA ANA COLLEGE STUDENT cont'd
ASSISTANT LIST**

Juarez-Bedolla, Rebecca A.	Effective:	07/02/18-06/30/19
Lara, Carolina L.	Effective:	07/02/18-06/30/19
Le, Christine H.	Effective:	07/02/18-06/30/19
Le, Nga T.	Effective:	07/02/18-06/30/19
Lobato, Vanessa	Effective:	07/02/18-06/30/19
Lopez, Stephen D.	Effective:	07/02/18-06/30/19
Mariscal Rubio, Sandra Sofia	Effective:	07/02/18-06/30/19
Martinez, Cinthia E.	Effective:	07/02/18-06/30/19
Mata, Joshua Jed	Effective:	07/02/18-06/30/19
Medina de Sibaja, Clementina A.	Effective:	07/02/18-06/30/19
Mejia, Stephany M.	Effective:	07/02/18-06/30/19
Melchor, Marilyn	Effective:	07/02/18-06/30/19
Melendez, Rebecca	Effective:	07/02/18-06/30/19
Meza, Karen J.	Effective:	07/02/18-06/30/19
Morales, Citlalli A.	Effective:	07/02/18-06/30/19
Munoz Anaya, Alma J.	Effective:	07/02/18-06/30/19
Munoz De La Rosa, Brenda S.	Effective:	07/02/18-06/30/19
Newton, Jessica K.	Effective:	07/02/18-06/30/19
Ngo, Khanh G.	Effective:	07/02/18-06/30/19
Nguyen, Hong L.	Effective:	07/02/18-06/30/19
Ochoa, Carmen L.	Effective:	07/02/18-06/30/19
Orozco Alvarez, Rita J.	Effective:	07/02/18-06/30/19
Orozco, Sarahi	Effective:	07/02/18-06/30/19
Payan Rosales, Luis D.	Effective:	07/02/18-06/30/19
Perez, Adriana	Effective:	07/02/18-06/30/19
Perez, Katherine	Effective:	07/02/18-06/30/19
Pham, Brian-Tuan A.	Effective:	07/02/18-06/30/19
Pham, Katherine D.	Effective:	07/02/18-06/30/19
Pineda, Reyna	Effective:	07/02/18-06/30/19
Plascencia, Daniel	Effective:	07/02/18-06/30/19
Ramirez, Magdalena	Effective:	07/02/18-06/30/19
Ramirez, Raymond E.	Effective:	07/02/18-06/30/19
Rather, Tennille M.	Effective:	07/02/18-06/30/19
Reyes, Victor M.	Effective:	07/02/18-06/30/19
Rodarte, Randi J.	Effective:	07/02/18-06/30/19
Rodriguez, Mileydy R.	Effective:	07/02/18-06/30/19
Rodriguez, Natalie	Effective:	07/02/18-06/30/19
Rosales Rojas, Rogelio	Effective:	07/02/18-06/30/19
Rosas Vallecillos, Eduardo	Effective:	07/02/18-06/30/19
Saba, Ryan J.	Effective:	07/02/18-06/30/19
Salazar, Arturo	Effective:	07/02/18-06/30/19
Sanchez, Leopoldo	Effective:	07/02/18-06/30/19
Sanchez Fernandez, Patricia	Effective:	07/02/18-06/30/19
Serna Castrejon, Sergio L.	Effective:	07/02/18-06/30/19
Serratos, Aimee	Effective:	07/02/18-06/30/19
Suarez, Alyna R.	Effective:	07/02/18-06/30/19
Tapia, Jesse	Effective:	07/02/18-06/30/19

**SANTA ANA COLLEGE STUDENT cont'd
ASSISTANT LIST**

Tapia, Julian	Effective: 07/02/18-06/30/19
Tapia Torres, Nayeli	Effective: 07/02/18-06/30/19
Teodoro Mercado, Liliana	Effective: 07/02/18-06/30/19
Torres, Liz B.	Effective: 07/02/18-06/30/19
Torres Jr, Arturo	Effective: 07/06/18-06/30/19
Tran, Thao T.	Effective: 07/02/18-06/30/19
Ventura, Kelly M.	Effective: 07/02/18-06/30/19
Vera, Stephanie	Effective: 07/02/18-06/30/19
Verville, Chris Q.	Effective: 07/09/18-06/30/19
Villegas, Karen J.	Effective: 07/02/18-06/30/19
Vieyra, Deanna	Effective: 07/02/18-06/30/19
Zuniga, Brittany M.	Effective: 07/02/18-06/30/19

**SANTIAGO CANYON COLLEGE
STUDENT ASSISTANT NEW HIRE LIST**

Aguilar, Celia	Effective: 07/02/2018 – 06/30/2019
Alvarez, Humberto	Effective: 07/02/2018 – 06/30/2019
Barajas, Mariaceleste	Effective: 06/14/2018 – 06/30/2018
Brisman, Joshua	Effective: 07/02/2018 – 06/30/2019
Caballero Ramos, Arizandi	Effective: 07/02/2018 – 06/30/2019
Chou, Jaimie	Effective: 07/02/2018 – 06/30/2019
DeRosas Carrera, Iris	Effective: 07/02/2018 – 06/30/2019
Flores, Jesus	Effective: 07/02/2018 – 06/30/2019
Galicia Vega, Victoria	Effective: 07/02/2018 – 06/30/2019
Gonzalez, Odaliz	Effective: 07/02/2018 – 06/30/2019
Gutierrez Garcia, Maria	Effective: 07/02/2018 – 06/30/2019
Hernandez, Cesar	Effective: 06/14/2018 – 06/30/2018
Luciano-Martinez, Marilyn	Effective: 06/14/2018 – 06/30/2018
Manzo Perea, Melissa	Effective: 07/02/2018 – 06/30/2019
Mettler, Megan	Effective: 07/02/2018 – 06/30/2019
Miralles Bolivar, Alexandra	Effective: 07/02/2018 – 06/30/2019
Morand, Alexander	Effective: 07/02/2018 – 06/30/2019
Nwoye, Chukwuebuka	Effective: 07/02/2018 – 06/30/2019
Olfati, Leila	Effective: 06/14/2018 – 06/30/2018
Olfati, Leila	Effective: 07/02/2018 – 06/30/2019
Odegard, Alison	Effective: 07/02/2018 – 06/30/2019
Oregel, Maria	Effective: 07/02/2018 – 06/30/2019
Orozco, Moncia	Effective: 07/02/2018 – 06/30/2019
Patino, Verence	Effective: 07/02/2018 – 06/30/2019
Peker, Yusuf	Effective: 07/02/2018 – 06/30/2019
Piceno, Cristina	Effective: 07/02/2018 – 06/30/2019
Ramirez, Kimberly	Effective: 07/02/2018 – 06/30/2019
Rayo Calderon, Romario	Effective: 07/02/2018 – 06/30/2019
Resendiz Carro, Margui	Effective: 07/02/2018 – 06/30/2019
Reyes, Briana	Effective: 07/02/2018 – 06/30/2019

**SANTIAGO CANYON COLLEGE cont'd
STUDENT ASSISTANT NEW HIRE LIST**

Rojas Gutierrez, Paola	Effective: 06/14/2018 – 06/30/2018
Rosales, Jaqueline	Effective: 06/14/2018 – 06/30/2018
Sanchez, Daisy	Effective: 07/02/2018 – 06/30/2019
Sanchez, Edgar	Effective: 07/02/2018 – 06/30/2019
Sanchez, Yadira	Effective: 06/14/2018 – 06/30/2018
Scobie, Anna	Effective: 07/02/2018 – 06/30/2019
Villa, Marc	Effective: 07/02/2018 – 06/30/2019
Vasquez, Yajaira	Effective: 07/02/2018 – 06/30/2019
Vazquez, Yelitza	Effective: 07/02/2018 – 06/30/2019
Zaragoza, Ziomara	Effective: 07/02/2018 – 06/30/2019

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

Attachment #1
CLASS SPECIFICATION
Revised July 2018

ATHLETIC TRAINER/THERAPIST

CLASS SUMMARY

Under the direction of the Dean, accountable for the prevention, diagnosis, and intervention of emergency, acute, and chronic medical conditions involving impairment, functional limitations, and disabilities. The Athletic Trainer is responsible for therapeutic care, injury prevention and rehabilitation treatments of student-athletes. This individual provides athletic training services, administers first aid; aids in accident prevention by assisting in the inspection of medical equipment; is the first responder in emergency situations involving the student-athlete, performs immediate treatment and care of injuries, makes decisions regarding and coordinates medical referral when necessary, organizes and tracks insurance information, performs extended treatment and rehabilitation of athletic injuries and makes decisions regarding return to play.

REPRESENTATIVE DUTIES

The Athletic Trainer is present at all home contests, is the first responder in emergency situations involving the athlete, and performs immediate treatment and care of injuries. The Athletic Trainer may accompany teams on trips as necessary, makes decisions regarding and coordinates medical referral when necessary. The Athletic Trainer organizes and tracks insurance information, performs extended treatment and rehabilitation of athletic injuries and makes decisions regarding return to play; establishes operational policies, objectives, and major plans for the ongoing care of the student-athlete including policies regarding the coverage and use of the secondary insurance and develops and maintains the athletic training budget; facilitates the services of physicians and other health care as well as outside referrals for the student athletes' medical management; helps coordinate the health screening with the assistance of the team physician; maintains and is responsible for health records and documentation of care in accordance with approved standards; provides supervision of medical supplies and equipment; may transport or arrange transportation of injured athlete to doctors' appointments or to the hospital as necessary; inspects and arranges the maintenance of athletic equipment and checks facilities for potential hazards; maintains a clean and sanitary facility. Perform other administrative functions as needed.

ORGANIZATIONAL RELATIONSHIPS

This position reports to the designated administrator or supervisor.

DESIRABLE QUALIFICATION GUIDE

Training and Experience

Bachelor's degree from an accredited professional Athletic Training education program and pass a comprehensive test administered by the Board of Certification (BOC). Preferably would be a member of the National Athletic Trainers' Association (NATA).

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
Revised July 2018

ATHLETIC TRAINER/THERAPIST cont'd

Knowledge and Abilities

Thorough Knowledge of: principles and methods of Athletic Training, including the prevention, diagnosis, and intervention of emergency, acute, and chronic medical conditions involving impairment, functional limitations, and disabilities. physical therapy, including the use of heat, cold, exercise, massage, water, light, electricity and sound in treating disabilities under prescription; knowledge of physical fitness training, exercise and diets required for various college sports; knowledge of first-aid methods including artificial respiration and bandaging; knowledge of heat and diathermy treatment methods; knowledge of injury symptoms.

Knowledge of physical fitness training, exercise and diets required for various intercollegiate athletic programs. Operation and knowledge of therapeutic modalities; ability to appropriately utilize taping techniques;

Ability to: treat using modalities such as of heat, cold, massage, electric stimulation and ultrasound in treating disabilities and ailments. Knowledge of physical fitness training, exercise and diets required for various intercollegiate athletic programs. Follow professional and administrative directions and instructions explicitly; communicate effectively and work cooperatively with coaches, athletes, and others. Ability to interpret and apply university and athletic department rules and policies;

Skills: CPR certified and first aid skills; ability to interpret and apply university and athletic department rules and policies; strong commitment to teamwork and good interpersonal communication skills.

License or certification: BOC Inc. certification and maintain good standing with the BOC; Current Emergency Cardiac Care Certification for the professional rescuer and/or health care provider; a valid California Motor Vehicle operator's license with a driving record that meets minimum standards established by the district's insurance carrier. a valid California Motor Vehicle operator's license with a driving record that meets minimum standards established by the district's insurance carrier.

Board of Trustees
July 16, 2018

Conference Docket
No. 6.3

AUTHORIZATION FOR BOARD TRAVEL/CONFERENCES (with actual and necessary expenses and cash advances as requested)

BOARD MEMBERS (to be approved)

COMMUNITY COLLEGE LEAGUE OF CALIFORNIA
2018 ANNUAL CONVENTION
Rancho Mirage, California – November 15-17, 2018

1 Board Member
(Phillip Yarbrough)

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

Adoption of Resolution Authorizing Payment to Trustee Absent from Board Meetings

Resolution No. 18-15

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 June 25, 2018, the Board of Trustees of the Rancho Santiago Community College District held a regular board meeting; and

Whereas, Trustee Nelida Mendoza was not present at the board meeting; and

Whereas, the board has determined that Trustee Mendoza’s absence was due to illness;

NOW, THEREFORE, BE IT RESOLVED that Trustee Mendoza shall be paid at the regular rate of compensation for the board meeting on June 25, 2018.

Dated this 16th day of July 2018.

Ayes:
Noes:
Absent:
Abstain:

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