

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)
Board of Trustees (Regular meeting)
Tuesday, April 16, 2019
2323 North Broadway, #107
Santa Ana, CA 92706

District Mission

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

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

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

Americans with Disabilities Acts (ADA)

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

A G E N D A

1.0 PROCEDURAL MATTERS 4:30 p.m.

1.1 Call to Order

1.2 Pledge of Allegiance to the United States Flag

1.3 Approval of Additions or Corrections to Agenda Action

1.4 Public Comment

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

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

1.5 Approval of Minutes – Regular meeting of March 25, 2019 Action

1.6 Approval of Consent Calendar Action

Agenda items designated as part of the consent calendar are considered by the board of trustees to either be routine or sufficiently supported by back-up information so that additional discussion is not required. Therefore, there will be no separate discussion on these items before the board votes on them. The board retains the discretion to move any action item listed on the agenda into the Consent Calendar. **The consent calendar vote items will be enacted by one motion and are indicated with an asterisk (*).**

An exception to this procedure may occur if a board member requests a specific item be removed from the consent calendar consideration for separate discussion and a separate vote.

- 1.7 Public Hearing – Rancho Santiago Community College District Initial Bargaining Proposal to Faculty Association of Rancho Santiago Community College District (FARSCCD)

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

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

3.0 INSTRUCTION

- *3.1 Approval of Memorandum of Understanding (MOU) No. C-8-1662 by and between Orange County Transportation Authority (OCTA) and Rancho Santiago Community College District Action
The administration recommends approval of MOU No. C-8-1662 by and between OCTA and RSCCD as presented.
- *3.2 Approval of Chapman University Conference Agreement between Chapman University and Rancho Santiago Community College District on behalf of Santa Ana College (SAC) for Academic Talent Search Program – Senior Summer Academy Action
The administration recommends approval of the Chapman University Conference agreement between Chapman University and RSCCD on behalf of SAC for the Academic Talent Search Program – Senior Summer Academy as presented.
- *3.3 Approval of Chapman University Conference Agreement between Chapman University and Rancho Santiago Community College District on behalf of Santa Ana College for Upward Bound 2019 Summer Residential Program Action
The administration recommends approval of the Chapman University Conference Agreement between Chapman University and RSCCD on behalf of SAC for the Upward Bound 2019 Summer Residential Program as presented.

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

- *3.4 Approval of Chapman University Conference Agreement between Chapman University and Rancho Santiago Community College District on behalf of Santiago Canyon College for Upward Bound Math and Science Summer 2019 Residential Program Action
The administration recommends approval of the Chapman University Conference Agreement between Chapman University and RSCCD on behalf of SCC for the Upward Bound Math and Science Summer 2019 Residential Program as presented.

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

- *4.1 Approval of Payment of Bills Action
The administration recommends payment of bills as submitted.
- *4.2 Approval of Budget Increases/Decreases and Budget Transfers Action
The administration recommends approval of budget increases, decreases and transfers for March 13-25, 2019.
- *4.3 Approval of Amendment to Agreement with Hammel, Green and Abrahamson, Inc. for Professional Design Services for Science Center Project at Santa Ana College Action
The administration recommends approval of the amendment to the agreement with Hammel, Green and Abrahamson, Inc. for professional design services for the Science Center project at SAC as presented.
- *4.4 Rejection of All Bids for Bid #1365 for Emergency Blue Phone and Accessible Path of Travel at Santa Ana College Action
The administration recommends rejection of all bids for Bid #1365 for emergency blue phone and Americans with Disabilities Act (ADA) path of travel at SAC as presented.
- *4.5 Award of Bid #1364 for Safety Department Portable Offices at Santiago Canyon College (SCC) Action
The administration recommends approval of awarding Bid #1364 to R2Build dba R2B Engineering for Safety Department portable offices at SCC as presented.
- *4.6 Approval of Agreement with Leighton Consulting, Inc. for Materials Testing and Special Inspection Services for Safety Department Portable Offices at Santiago Canyon College Action
The administration recommends approval of the agreement with Leighton Consulting, Inc. for materials testing and special inspection services for the Safety Department portable offices at SCC as presented.

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

- *4.7 Approval of Agreement with Southwest Inspection and Testing, Inc. for Geotechnical Consulting Services for Safety Department Portable Offices at Santiago Canyon College Action
The administration recommends approval of the agreement with Southwest Inspection and Testing, Inc. for geotechnical consulting services for the Safety Department portable offices at SCC as presented.
- *4.8 Approval of Agreement with H.B.I. Inspections for Project Inspector Services for Safety Department Portable Offices at Santiago Canyon College Action
The administration recommends approval of the agreement with H.B.I. Inspections for project inspector services for Safety Department portable offices at SCC as presented.
- *4.9 Approval of California Multiple Award Schedule (CMAS) Contract #4-18-71-0130C to Nova Solutions, Inc. Action
The administration recommends approval of the District's use of CMAS Contract #4-18-71-0130C including renewals, supplements and extensions on an as needed basis awarded to Nova Solutions, Inc. as presented.
- *4.10 Approval of Surplus Property Action
The administration recommends approval of declaring the list of items as surplus property and utilizing The Liquidation Company to conduct an auction as presented.
- *4.11 Approval of Independent Contractor Action
The administration recommends approval of the following independent contractor: Jamie R. Mulkey to provide consulting services to the Director and Sector Navigator for Information Communications Technologies and Digital Media in the development of a best practice guide for implementing Information Technology (IT) Certification program exam testing through campus testing centers. Dates of service are April 17, 2019, through June 30, 2019. The fee is estimated at \$20,000.
- *4.12 Receive and Acceptance of Reissued District Audit Report for Fiscal Year ended June 30, 2018 Action
It is recommended that the board receive and accept the reissued RSCCD Audit Report for the fiscal year ended June 30, 2018, as presented.
- *4.13 Approval Agreement with TBWB Strategies Action
It is recommended that the board approve the agreement with TBWB Strategies for bond measure strategy and communications consulting services and grant authorization to the Chancellor or his designee to execute the agreement as presented.

5.0 GENERAL

- *5.1 Approval of Resource Development Items Action
The administration recommends approval of budgets, acceptance of grants, and authorization for the Vice Chancellor of Business Operations/Fiscal Services or his designee to enter into related contractual agreements on behalf of the district for the following:
- Certified Nursing Assistant Expansion Grant (SCC) \$90,000
- *5.2 Approval of First Amendment to Sub-Agreement between RSCCD and Sequoias Community College District for 2018-2019 Deputy Sector Navigator Grant (#DO-18-2565-09.01) Action
The administration recommends approval of the first amendment to the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- *5.3 Approval of First Amendment to Agreement between San Bernardino Community College District and Rancho Santiago Community College District Action
The administration recommends approval of the first amendment to the agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- 5.4 Board of Trustees Cast Ballot for California Community College Trustees (CCCT) Board of Directors Election – 2019 Action
It is recommended that the board cast their ballot for the CCCT Board of Directors election for 2019.
- 5.5 Adoption of Resolution No. 19-06 in Support of Declaring April California Community College Month Action
It is recommended that the board adopt Resolution No. 19-06 in support of declaring April as Community College Month.
- 5.6 Board Member Comments Information

RECESS TO CLOSED SESSION

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

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

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

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

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty
 - c. Classified Staff
 - d. Student Workers
 - e. Professional Experts
 - f. Educational Administrator Appointments
 - (1) Dean
2. Public Employment: Chancellor (pursuant to Government Code Section 54957)
3. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (2 cases)
4. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])
5. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: 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)
Unrepresented Management Employees
6. Personnel Matter: Employee Appeal of Administration Determination (pursuant to Government Code Section 59338[a])

RECONVENE

Issues discussed in Closed Session (Board Clerk)

Public Comment

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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 Revised Job Descriptions
- Ratification of Resignations/Retirements
- Approval of Appointment of State Teachers' Retirement System (STRS) Retirees as Temporary Long-term Substitute

6.1 Management/Academic Personnel (cont.)

- Approval of Leaves of Absence
- Approval of Part-time/Hourly New Hires/Rehires
- Approval of Non-paid Intern & Service Agreements

6.2 Classified Personnel

Action

- Approval of Miscellaneous Pay Schedule 2018-2019 Revised 4-16-19
- Approval of New Appointments
- Approval of Hourly Ongoing to Contract Assignments
- Approval of Professional Growth Increments
- Approval of Out of Class Assignments
- Approval of Changes in Position
- Ratification of Resignations/Retirements
- Approval of Temporary to Hourly Ongoing Assignments
- Approval of Leaves of Absence
- Approval of Temporary Assignments
- Approval of Additional Hours for Ongoing Assignment
- Approval of Substitute Assignments
- Approval of Miscellaneous Positions
- Approval of Instructional Associates/Associate Assistants
- Approval of Volunteers
- Approval of Student Assistant Lists

6.3 Approval of Master Services Agreement with Permission Click

Action

The administration recommends approval of the Master Services Agreement with Permission Click as presented.

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

Action

It is recommended that the board receive the bargaining proposal and schedule a public hearing for April 29, 2019.

6.5 Adoption of Resolution No. 19-05 authorizing payment to Trustee Absent from Board Meetings

Action

This resolution requests authorization of payment to Lawrence "Larry" R. Labrado for his absence from the March 25, 2019, board meeting due to illness.

6.6 Authorization for Board Travel/Conferences

Action

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

7.0 ADJOURNMENT - The next regular meeting of the Board of Trustees will be held on April 29, 2019.

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

**Board of Trustees
(Regular meeting)**

Monday, March 25, 2019

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, Mr. John Hanna, Mr. Zeke Hernandez, Ms. Nelida Mendoza, and Ms. Elizabeth Weber. Ms. Arianna Barrios arrived at the time noted. Mr. Larry Labrado was not in attendance due to illness.

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

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mr. Pedro Melendez, First Grader at Taft Elementary School in Orange, California, and son of Ms. Analiz Melendez, who has children that have been or are currently attending the childcare program at Santiago Canyon College (SCC) Child Development Center.

1.3 Approval of Additions or Corrections to Agenda

There were no additions or corrections to the agenda.

It was moved by Ms. Alvarez and seconded by Mr. Hernandez to suspend the rules and consider Item 1.7 (Recognition in Honor of Women's History Month) at this time.

1.7 Recognition in Honor of Women's History Month

In honor of Women's History Month, the board recognized Ms. Dora Escobar, Counselor, Santiago Canyon College; Ms. Cherylee Kushida, Distance Education Coordinator, Santa Ana College (SAC); and Ms. Sarah Santoyo, Assistant Vice Chancellor, Educational Services, RSCCD; for helping shape America's future through their public service, leadership, and professional achievements at the Rancho Santiago Community College District.

1.4 Public Comment

Mr. Theodore Daniel Moreno and Mr. Anthony Rivas introduced themselves and declared their candidacy for the 2019-2020 student trustee position.

Ms. Brenda Barrios invited board members to the Santa Ana College Veterans Philanthropic Dinner and Student Recognition on May 9, 2019.

Ms. Yolanda Aguilera, Ms. Sue Garnett, Ms. Kristen Guzmán, Ms. Jacqueline Karter, Ms. Colleen Mangali, Ms. Sheryl Martin, Ms. Kathy McCann, Ms. Teresa Paz, Ms. Liliana Oropeza, Ms. Florence Resseguie, and Ms. Betty Valencia spoke regarding equal compensation and benefits for members of California School Employees Association (CSEA), Chapter 888.

In addition to the public comments regarding equal compensation and benefits for members of CSEA, Chapter 888, Ms. Lauren Candela read comments from her mother, Ms. Catherine Candela, since her mother was present but lost her voice.

1.5 Approval of Minutes

It was moved by Ms. Alvarez and seconded by Ms. Mendoza to approve the minutes of the meeting held March 11, 2019. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Ms. Mendoza, 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. Mendoza to approve the recommended action on the following items (as indicated by an asterisk on the agenda) on the Consent Calendar. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Weber’s advisory vote was aye.

3.1 Approval of Affiliation Agreement with SOC Open Air Theatre Inc. dba Shakespeare Orange County, a Private Non-Profit Organization

The board approved the affiliation agreement with SOC Open Air Theatre Inc. dba Shakespeare Orange County, a private non-profit organization, located in Garden Grove, California, as presented.

3.2 Approval of Memorandum of Understanding (MOU) with The United States Veterans Initiative (U.S. VETS) and Rancho Santiago Community College District on behalf of Santa Ana College

The board approved the MOU with U.S. VETS and RSCCD on behalf of SAC, as presented.

1.6 Approval of Consent Calendar (cont.)

3.3 Approval of Amendment Number Eight to Contract MA-060-11010909 between County of Orange and Rancho Santiago Community College District

The board approved Amendment Number Eight to Contract MA-060-11010909 between the County of Orange and RSCCD as presented.

3.4 Approval of Amendment Number Three to Contract MA-060-13010027 between County of Orange and Rancho Santiago Community College District

The board approved Amendment Number Three to Contract MA-060-13010027 between the County of Orange and RSCCD as presented.

3.5 Approval of Amendment Number Thirteen to Contract Z1000000068 between County of Orange and Rancho Santiago Community College District

The board approved Amendment Number Thirteen to Contract Z1000000068 between the County of Orange and RSCCD as presented.

3.6 Approval of Professional Services Agreement with Gregg D. Ander, LLC

The board approved the professional services agreement with Gregg D. Ander, LLC located in Sacramento, California, as presented.

3.7 Approval of Professional Services Agreement with Terry A. Schmidt

The board approved the professional services agreement with Terry A. Schmidt located in Aliso Viejo, 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 February 27, 2019, to March 12, 2019.

4.3 Approval of 2019-2020 Tentative Budget Assumptions

The board approved the 2019-2020 Tentative Budget Assumptions as presented.

4.4 Approval of Two Year Extension to Original License Agreement between City of Santa Ana and Rancho Santiago Community College District to Operate Centennial Education Center

The board approved the two (2) year extension to the original license agreement between the City of Santa Ana and RSCCD to operate SAC Centennial Education Center as presented.

4.6 Approval of Vendor Name Change

The board approved the name change request from Lentz Morrissey Architecture to Morrissey Associates, Inc. as presented.

1.6 Approval of Consent Calendar (cont.)

4.7 Approval of Vendor Name Change

The board approved the name change request from The City of Rancho Cucamonga to Rancho Cucamonga Fire Protection District as presented.

4.8 Approval of Agreement with True North Research, Inc.

The board approved the agreement for a bond measure feasibility study with True North Research, Inc. and authorized the Chancellor or his designee to execute the agreement as presented.

4.9 Approval of Purchase Orders

The board approved the purchase order listing for the period January 20, 2019, through February 23, 2019.

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:

- Certified Nursing Assistant Expansion Grant (SAC) \$ 57,500
- Education Futures Initiative – Teacher Preparation Pipeline Program Mini-Grant (SAC & Santiago Canyon College [SCC]) – *Augmentation* \$ 240,000
- K12 Strong Workforce Program Pathway Improvement Funds (District Office) \$39,276,907
- Strong Workforce Program – Local Share (SAC & SCC) \$ 3,198,043
- Student Success Completion Grant (SSCG) (SCC) - *Augmentation* \$ 150,000
- Workforce Innovation and Opportunity Act, Title II – Adult Education and Family Literacy Act (SAC & SCC) – *Augmentation* \$ 153,319

5.2 Approval of Sub-Agreement between RSCCD and WestEd for Sector Navigator Information Communications Technology (ICT)/Digital Media Grant

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

5.3 Approval of Sub-Agreements between RSCCD and Cabrillo, Mt. San Antonio, San Jose-Evergreen and San Mateo County Community College Districts to Award 2018-2019 Deputy Sector Navigator Grants to Host Colleges/Districts in State of California

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.

1.6 Approval of Consent Calendar (cont.)

5.4 Approval of Sub-Agreements between RSCCD and Coast, Desert, Sequoias, West Hills, Yosemite and Yuba Community College Districts to Award Industry Sector Projects in Common funded by Key Talent Administration and Sector Strategy Fiscal Agent 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.

5.5 Approval of First Amendment to Income Agreement between Orange County Superintendent of Schools and Rancho Santiago Community College District

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

1.7 Recognition in Honor of Women's History Month

This item was considered after Item 1.3 (Additions or Corrections to Agenda).

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from the Chancellor

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

2.2 Reports from College Presidents

The following college representatives provided reports to the board:

Dr. John Hernandez, President, Santiago Canyon College

Dr. Linda Rose, President, Santa Ana College

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

Ms. Barrios arrived during Dr. Rose's report.

2.3 Report from Student Trustee

Ms. Weber provided a report to the board.

2.4 Reports from Student Presidents

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

Ms. Breanna Ceja, Student President, Santa Ana College
Mr. Evan Ostrow, Student President, Santiago Canyon College

2.5 Report from Classified Representative

Ms. Sheryl Martin, Executive Secretary, SCC Continuing Education, provided a report to the board on behalf of the classified staff.

2.6 Reports from Academic Senate Presidents

The following academic senate representatives provided reports to the board:

Mr. Michael DeCarbo, Academic Senate President, Santiago Canyon College
Mr. Ray Shahbazian, Academic Senate President-Elect, Santa Ana College

2.7 Reports from Board Committee Chairpersons and Representatives of the Board

Since Mr. Labrado was ill, there was no report provided on the March 21, 2019, Board Facilities Committee meeting.

Mr. Hernandez provided a report on the March 18, 2019, Board Legislative Committee meeting and the March 14, 2019, and Orange County Community Colleges Legislative Task Force meeting.

3.0 INSTRUCTION

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

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

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

4.5 Update to RSCCD's Americans with Disabilities Act (ADA) and Section 504 Self-Evaluation and Transition Plan Report

The board of trustees received an update from Ms. Carri Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction & Support Services; and Ms. Jan Glavin, President, and Mr. Skip Bingham, Senior Consultant, Galvin Group Consultancy; on the District's ADA and Section 504 Self-Evaluation and Transition Plan Report completed in December 2018 by the Working Group Committee. Board members received clarification on data related to the report from Ms. Matsumoto, Ms. Glavin, and Mr. Bingham.

Ms. Barrios left the meeting near the end of the presentation on the ADA report.

5.0 GENERAL

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

5.6 Approval of Board Legislative Committee Recommendations

It was moved by Mr. Hernandez and seconded by Mr. Hanna to approve the Board Legislative Committee's recommendations on legislative bills. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Weber's advisory vote was aye.

5.7 Board Member Comments

Ms. Alvarez asked for a list of board policies that the consultants recommended be adopted/updated relating to ADA compliance and policies that relate to the Development, Relief, and Education for Alien Minors Act (DREAMers) report.

Ms. Mendoza commended women who paved the way for the women recognized at the meeting in honor of Women's History Month.

Mr. Hernandez and Mr. Hanna expressed appreciation for those who spoke on behalf of CSEA, Chapter 888, during public comments. Mr. Hanna asked the chancellor to share information regarding the childcare program to the campus community if allowed; otherwise, he would like to have this information available to trustees.

In regards to Item 5.6 (Board Legislative Committee Recommendations), Mr. Yarbrough expressed appreciation for the information provided on House of Representatives (H.R.) 6 The American Dream and Promise Act of 2019. He shared that he wrote a 650-word policy piece for the local newspaper on Deferred Action for Childhood Arrivals (DACA). He asked the chancellor to provide an update on DACA.

RECESS TO CLOSED SESSION

The board convened into closed session at 7:37 p.m. to consider the following items:

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

2. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Tracie Green, Vice Chancellor, Human Resources
Employee Organizations: Faculty Association of Rancho Santiago Community College District (FARSCCD)
California School Employees Association, Chapter 579
California School Employees Association, Chapter 888
Continuing Education Faculty Association (CEFA)
Unrepresented Management Employees
3. Student Expulsion (pursuant to Education Code 72122)
Student I.D. #2204130
Student I.D. #2206184
4. Public Employment: Chancellor (pursuant to Government Code Section 54957)
5. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)

Ms. Weber left the meeting after participating in the discussion and vote on the student expulsion items during closed session.

RECONVENE

The board reconvened at 8:45 p.m.

Closed Session Report

Mr. Hernandez reported the board discussed student expulsions and took action to expel Student I.D. #2204130 and Student I.D. #2206184 during closed session with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Weber’s advisory vote was aye. In addition, Mr. Hernandez reported during closed session the board discussed public employment, labor negotiations, and anticipated/potential litigation; and took no reportable action.

Public Comment

There were no public comments.

6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

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

- Approve Revised Job Descriptions
- Approve Employment Agreements

6.1 Management/Academic Personnel

- Approve Appointments
- Approve Changes of Interim Assignment for Rehired State Teachers' Retirement System (STRS) Retiree
- Approve Interim Assignments
- Approve Extension of Interim Assignments
- Approve Adjusted Salary Placements
- Ratify Resignations/Retirements
- Approve 2018-2019 Additional Contract Extension Days
- Approve Additional Faculty Service Areas (FSA)
- Approve Part-time/Hourly New Hires/Rehires

6.2 Classified Personnel

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

- Approve New Appointments
- Approve Professional Growth Increments
- Approve Longevity Increments
- Approve Out of Class Assignments
- Approve Changes in Position
- Approve Temporary to Hourly Ongoing Assignments
- Ratify Resignations/Retirements
- Approve Temporary Assignments
- Approve Additional Hours for Ongoing Assignments
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Instructional Associates/Associate Assistants
- Approve Volunteers
- Approve Student Assistant Lists

6.3 Presentation of Rancho Santiago Community College District Bargaining Proposal to Faculty Association of Rancho Santiago Community College District (FARSCCD)

It was moved by Ms. Alvarez and seconded by Mr. Hernandez to receive and file the district's initial bargaining proposal to FARSCCD and schedule a public hearing on April 16, 2019. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Ms. Mendoza, and Mr. Yarbrough.

6.4 Approval of Agreement with Baker & Hostetler LLP for Cyber Security Services

It was moved by Ms. Alvarez and seconded by Mr. Hernandez to approve the agreement with Baker & Hostetler LLP as presented. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Ms. Mendoza, and Mr. Yarbrough.

6.5 Adoption of Resolution No. 19-04 authorizing payment to Trustee Absent from Board Meetings

It was moved by Ms. Alvarez and seconded by Mr. Hernandez to authorize payment to Elizabeth Weber for her absence from the March 11, 2019, board meeting due to being in Washington, D.C. with a student delegation representing Santa Ana College and Santiago Canyon College. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Ms. Mendoza, and Mr. Yarbrough.

6.6 Authorization for Board Travel/Conferences

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

7.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on **Tuesday**, April 16, 2019.

There being no further business, Mr. Yarbrough declared the meeting adjourned at 8:46 p.m.

Respectfully submitted,

Raúl Rodríguez, Ph.D.
Chancellor

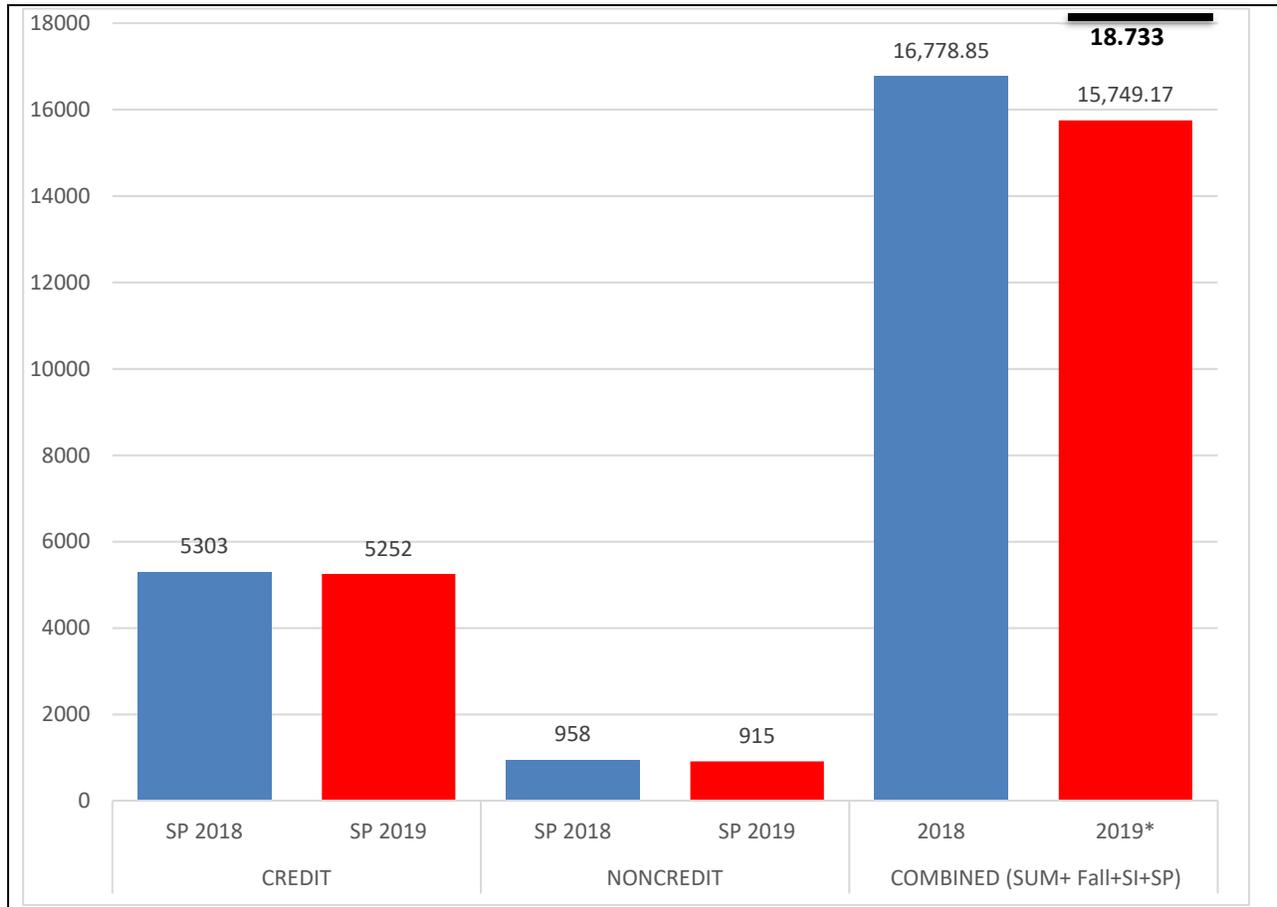
Approved: _____
Clerk of the Board

Minutes approved: April 16, 2019



SAC 2018/2019 Spring Enrollment Report

Date: 03/21/19



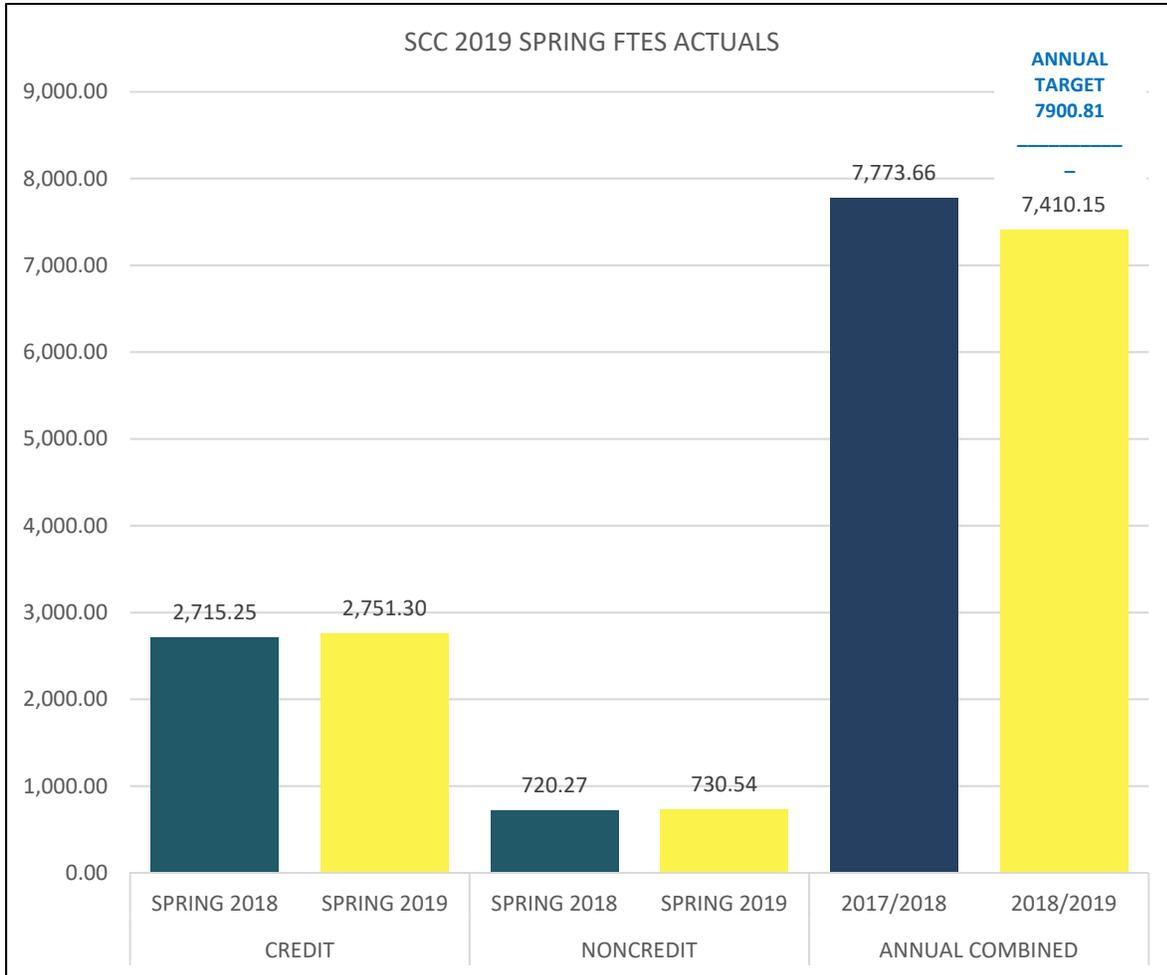
FTES Target

Terms	2018/2019	DIFF	PCT
Credit SP Target	6721.00		
Credit SP Projection	6721.00	0.00	0%
Noncredit SP Target	2221.00		
Noncredit SP Projection	2221.00	0.00	0%
Annual Target*	18773.00		
Annual Projection*	18773.00	0.00	0%

* Accounts for summer shift of 942.24 FTES to the 17/18 year from 18/19 which reduces the combined total compared to last year



SCC 2018/2019 ENROLLMENT REPORT
3/21/19



FTES TARGETS

TERMS	2018/2019	DIFF	PCT
Credit Spring Target	2795		
Credit Spring Projection	2810	15	1%
Credit Spring Intersession Target	269.81		
Credit Spring Intersession Projection	297	27.19	10%
Noncredit Spring Target	1152		
Noncredit Spring Projection	1152	0	0%
Annual Target*	7900.81		
Annual Projection*	7900.81	0	0%

NOTES

*Accounts for summer shift of 450.66 FTES to the 2017/2018 year from 2018/2019 which reduces the Annual Combined Total compared to last year.

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

To:	Board of Trustees	Date: April 16, 2019
Re:	Approval of Memorandum of Understanding No. C-8-1662 by and between Orange County Transportation Authority and Rancho Santiago Community College District	
Action:	Request for Approval	

BACKGROUND

The Orange County Transportation Authority has expressed an interest in donating two (2) Cummins ISL-G 8.9 liter engines to Rancho Santiago Community College District, on behalf of the Santa Ana College Diesel Technology program, for educational instruction only and not for installation into a vehicle.

ANALYSIS

This Memorandum of Understanding No. C-8-1662 by and between Orange County Transportation Authority and Rancho Santiago Community College District covers the responsibilities and conditions between the Orange County Transportation Authority and Rancho Santiago Community College District, on behalf of Santa Ana College. Dr. Simon B. Hoffman and college and district staff have reviewed the Memorandum of Understanding No. C-8-1662 by and between Orange County Transportation Authority and Rancho Santiago Community College District.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Memorandum of Understanding No. C-8-1662 by and between Orange County Transportation Authority and Rancho Santiago Community College District as presented.

Fiscal Impact:	None	Board Date: April 16, 2019
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Carolyn K. Breeden, Ed.D, Interim Dean, Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

1 **MEMORANDUM OF UNDERSTANDING NO. C-8-1662**

2 **BY AND BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5 **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

6 The following Memorandum of Understanding (“MOU”), is effective this 17th day
7 of April, 2019, by and between the Orange County Transportation Authority, 550 South
8 Main Street, P.O. Box 14184, Orange, California 92863-1584, a public corporation of the State of
9 California (herein referred to as “AUTHORITY”) and Rancho Santiago Community
10 College District, on behalf of Santa Ana College, located at 2323 North Broadway, Santa
11 Ana, California 92706 (hereinafter referred to as “RSCCD”).

12 **WHEREAS,** AUTHORITY desires to donate two (2) Cummins ISL-G 8.9 liter engines
13 (“ENGINES”) to RSCCD; and

14 **WHEREAS,** AUTHORITY agrees to deliver the ENGINES to RSCCD at its own expense; and

15 **WHEREAS,** RSCCD agrees to use the ENGINES for educational instruction only and not for
16 installation into a vehicle; and

17 **WHEREAS,** RSCCD agrees to render the ENGINES useless upon completion of educational
18 instruction, document the destruction and properly dispose of ENGINES in compliance with all local, state
19 and federal laws and regulations;

20 **NOW, THEREFORE,** it is mutually understood and agreed by AUTHORITY and RSCCD to enter
21 into the following MOU with respect to the matters as follows:

22 **ARTICLE 1. COMPLETE MOU**

23 This MOU, including any attachments incorporated herein and made applicable by reference,
24 constitutes the complete and exclusive statement of the terms and conditions of this MOU between
25 AUTHORITY and RSCCD concerning the ENGINES and supersedes all prior representations,
26 understandings, and communications. The invalidity in whole or in part of any term or condition of this

1 MOU shall not affect the validity of other terms or conditions.

2 **ARTICLE 2. RESPONSIBILITIES OF AUTHORITY**

3 AUTHORITY agrees to the following responsibilities:

- 4 1. Donate two (2) ENGINES to RSCCD at no charge, to be used for educational instruction only.
- 5 a. Serial No. 46890958
- 6 b. Serial No. 46898600
- 7 2. Deliver ENGINES to RSCCD's Santa Ana College, located at 1530 West 17th Street, Santa
- 8 Ana, California 92706 at an agreed upon date and time.
- 9 3. Maintain on file pictorial documentation of ENGINE destruction submitted by RSCCD.

10 **ARTICLE 3. RESPONSIBILITIES OF RSCCD**

11 RSCCD agrees to the following responsibilities:

- 12 1. Accept two (2) ENGINES from AUTHORITY to be used for educational instruction only and
- 13 not for installation into a vehicle.
- 14 2. To render the ENGINES useless through destruction, upon completion of educational
- 15 instruction.
- 16 3. Document ENGINE destruction through photographic evidence of each engine and forward
- 17 to the AUTHORITY.

18 **ARTICLE 4. MUTUAL RESPONSIBILITIES**

- 19 1. Both parties work together in good faith, using reasonable efforts to resolve any
- 20 unforeseen issues and disputes arising out of the performance of this MOU.
- 21 2. This MOU may only be modified or amended upon written mutual consent of both
- 22 parties. All modifications, amendments, changes and revisions of this MOU in whole or part, and from
- 23 time to time, shall be binding upon the parties so long as the same shall be in writing and executed by
- 24 the parties.
- 25 3. This MOU shall be governed by all applicable federal, state and local laws. Both parties
- 26 warrant that in the performance of this MOU, each shall comply with all applicable federal, state and
- local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated there

1 under.

2 4. Each party shall be excused from performing its obligations under this MOU during the
3 time and to the extent that it is prevented from performing by an unforeseeable cause beyond its
4 control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of
5 material, products, plants or facilities by federal, state or local government; national fuel shortage; or
6 a material act or omission by the other party; when satisfactory evidence of such cause is presented
7 to the other party, and provided further such nonperformance is unforeseeable, beyond the control
8 and is not due to the fault or negligence of the party not performing

9 5. To the fullest extent permitted by law, RSCCD shall defend (at RSCCD's sole cost and
10 expense with legal counsel reasonably acceptable to AUTHORITY), indemnify, protect, and hold
11 harmless AUTHORITY, its officers, directors, employees, and agents (collectively the "Indemnified
12 Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs,
13 judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses
14 including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising
15 from injuries to or death of persons (RSCCD's employees included), for damage to property, including
16 property owned by AUTHORITY, or from any violation of any federal, state, or local law or ordinance,
17 alleged to be caused by the negligent acts, omissions or willful misconduct of RSCCD, its officers,
18 directors, employees or agents in connection with or arising out of the performance of this MOU.

19 The indemnification and defense obligations of this MOU shall survive its expiration or termination.

20 6. This MOU shall continue in full force and effect through May 31, 2019 or upon
21 destruction of the ENGINES, whichever comes later, but will not exceed a term of five (5) years from
22 the date of execution, at which time RSCCD must destroy the ENGINES or enter into a new agreement
23 with AUTHORITY.

24 7. The term of this MOU may only be extended upon mutual written consent by both
25 parties.

26 /

MEMORANDUM OF UNDERSTANDING NO. C-8-1662

To RSCCD:	To AUTHORITY:
Rancho Santiago Community College District	Orange County Transportation Authority
Santa Ana College 1530 West 17 th Street Santa Ana, California 92706	550 South Main Street P. O. Box 14184 Orange, California 92863-1584
Attention: James Rudd Department Chair (714) 564-6800 rudd_james@sac.edu	Attention: Kristen Mason Section Manager, Maintenance Procurement (714) 560-5842 kmason@octa.net

This MOU shall be made effective upon execution by both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU No. C-8-1662 to be executed on the date first above written.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

ORANGE COUNTY TRANSPORTATION AUTHORITY

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

By: _____
Pia Veesapen
Manager, Contracts and Procurement

APPROVED AS TO FORM:

By: _____
James M. Donich
General Counsel

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

To:	Board of Trustees	Board Date: April 16, 2019
Re:	Approval of Chapman University Conference Agreement between Chapman University and Rancho Santiago Community College District on behalf of Santa Ana College for the Academic Talent Search Program – Senior Summer Academy	
Action:	Request for Approval	

BACKGROUND

The Santa Ana College Academic Talent Search program is funded by the U.S. Department of Education. A major goal of the Academic Talent Search program is to help high school student participants become more academically competitive for acceptance to four-year universities. One of the strategies to meet this goal has been the annual Talent Search - Senior Summer Academy held at Santa Ana College that includes university campus visits. This year thirty five rising high school seniors will participate in our Senior Summer Academy that will include SAT prep, recreation and enrichment workshops, and will culminate with a two night stay at Chapman University.

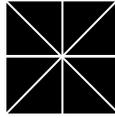
ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve the Chapman University Conference Agreement between Chapman University and Rancho Santiago Community College District on behalf of Santa Ana College for the Academic Talent Search Program – Senior Summer Academy, as presented.

Fiscal Impact:	Not to exceed \$8,000 (grant funded)	Board Date: April 16, 2019
Prepared by:	Vaniethia Hubbard, Ed.D., Vice President, Student Services Alicia Kruizenga, Dean, Student Affairs	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	



CHAPMAN UNIVERSITY CONFERENCE AGREEMENT

*Chapman University, Conference Services
One University Drive, Orange, CA, 92866
(714) 997-6811, FAX (714) 997-9421*

This Chapman University Conference Agreement (“Agreement”) is made and entered into this 17th day of April, 2019 by and between Chapman University, a California corporation, hereinafter called “University” and Rancho Santiago Community College District on behalf of Santa Ana College located at 1530 West 17th Street, Santa Ana, CA, 92706, a non-profit public agency, hereinafter called “Client”, which is the entity, person, persons or groups of persons seeking use of University facilities and/or property. The University agrees to provide Client with the facilities and services listed herein for the period and under the other terms described herein. Accordingly, the parties mutually agree to the terms and conditions set forth in this Agreement.

1. CLIENT INFORMATION

Name of Conference: *Academic Talent Search Program – Senior Summer Academy*

Description of Conference: *Pre-college academic program for rising junior students enrolled in Academic Talent Search Program. Includes SAT prep, recreation and enrichment workshops.*

Address: *Peter J. Hardash
Vice Chancellor of
Business Operations/Fiscal Services
1530 W. 17th Street
Santa Ana, CA 92705*

Telephone Number: *(714) 564 – 6359 [Rosio Becerra]*

Email Address: *Becerra_rosio@sac.edu [Rosio Becerra]*

2. HOUSING

The University agrees to provide housing spaces to the Client as follows:

* Estimated total number of participants: *35 Students
4 Staff*

Residence Hall check-in date and time: *June 27, 2019
Time: TBA*

Residence Hall check-out date and time: *June 29, 2019
Time: TBA*

** Please note that actual charges will be determined under "Estimate and Guarantee" set forth below.*

KEYS: A fee of \$50.00 will be assessed for any lost keys not returned by check-out date and time.

LINEN SERVICE: Linen service will be provided by the University. Linen service includes 2 sheets, 1 pillow, 1 pillowcase, 1 blanket, 2 towels and 1 bath mat in each bathroom.

HOUSING ASSIGNMENTS: The University reserves the right to alter housing assignments prior to the start of any conference for required maintenance work or to accommodate additional conference groups.

**A housing list with participants paired will be due in Chapman University's
Conference Services Office by June 13, 2019.**

HOUSEKEEPING SERVICES: Housekeeping services are provided in the hallways, public restrooms and lounge areas of the halls. Unless specific arrangements are made, individuals are responsible for their own rooms.

LIVE-IN HOUSING SUPERVISION: The Client is responsible for providing adequate supervision in the assigned residence halls. All youth groups with members under the age of eighteen are required to provide live-in residence supervision of at least one (1) adult for every ten (10) youths.

RESIDENCE HALL ROOMS: The University reserves the right to enter rooms for the purpose of inspection, repair or emergency.

3. FOOD SERVICE

The University agrees to provide meals to the Client as follows:

First conference meal will be:		<i>Lunch, June 27, 2019</i>
Last conference meal will be:		<i>Breakfast, June 29, 2019</i>
Number of Meals:	Breakfast (2)	<i>June 28 & 29, 2019</i>
	Lunch (2)	<i>June 27 & 28, 2019</i>
	Dinner (2)	<i>June 27 & 28, 2019</i>
Guest Meal Charges:	Breakfast	<i>\$10.00</i>
	Lunch	<i>\$12.50</i>
	Dinner	<i>\$14.00</i>
Lost Meal Cards:	Per meal card charge	<i>\$15.00</i>

MEAL TIMES: The University reserves the right to alter meal times depending on the number of participants. Any such alteration will be made at least five (5) days prior to the start of any conference. Groups wishing to change contracted serving times may incur a surcharge to cover additional labor costs.

LOCATION OF MEALS: All meals are served cafeteria style in the Randall Dining Commons and Patio unless other arrangements have been made.

FOOD SERVICE NEEDS: All food service needs must be provided by the University's contracted food service.

MEAL CARDS: Each of the Client’s participants must produce his or her meal card on passing through the cafeteria meal line. This procedure will verify the participant’s enrollment in a particular session of the conference/camp.

4. FACILITIES

The University agrees to provide facilities to the Client as follows:

Facility	Date(s)	Times
Classroom seating 40 students	June 27, 2019	1:00pm – 7:30pm
Classroom seating 40 students	June 28, 2019	9:00am – 7:00pm
Classroom for Dance Class	June 28, 2019	6:30pm – 8:00pm

The facilities of the University that are the subject of this Agreement are referred to herein as the “Facilities”.

5. SPECIAL EQUIPMENT AND SERVICES

SPECIAL EQUIPMENT: Tables and chairs for special set-ups and audiovisual equipment are limited on campus. Arrangements for such equipment should be made well in advance of your arrival. All necessary outside rentals (tables, chairs, audiovisual equipment, etc.) will be at the Client’s expense.

PARKING: A parking permit is required to park in University parking lots. Parking is available on campus in the residence halls and main campus parking lots (excluding the Memorial Hall Parking Lot and the Hashinger Parking Lot) at no additional charge. Parking in the Memorial Hall Parking Lot and the Hashinger Parking Lot is restricted. PLEASE NOTE: Parking is unavailable in parking spaces marked faculty only or reserved parking spaces. Parking on city streets is restricted to the campus side only! A city parking permit is required to park on the street opposite the university. Please observe handicapped and reserved parking spaces. The University is not responsible for any parking tickets issued to participants.

TECHNICAL STAFF: Charges for technical staff overtime, if needed is \$40.00 per person, per hour.

CONFERENCE MATERIALS: Conference materials cannot be accepted prior to two weeks before the start of the program. Detailed shipping instructions will be provided for deliveries, storage, and pick-ups.

6. FINANCIAL ARRANGEMENTS

ESTIMATED CHARGES: *Estimated charges for facilities and services are as follows:*

Residence Hall Rooms and Meals *(Double occupancy rooms as outlined in Section 2 and meals as outlined in Section 3. Single rooms, as available, are an additional \$15.00 per person, per night.)*

35 participants @ \$141.00 per person <i>(June 27 – 29, 2019)</i>	\$4,935.00
4 staff @ \$171.00 per person <i>(June 27 – 29, 2019)</i>	\$684.00

Linen Service (*Charge per person*)

39 participants @ \$15.00 **\$585.00**
(Linen service includes: 2 sheets, 1 pillow, 1 pillowcase,
1 blanket, 2 towels, and 1 bath mat in each bathroom)

Facilities (*As outlined in Section 4*)

Facilities, as outlined in Section 4, will be at no additional charge provided there are at least 34 participants, including staff registered in the residence halls for the entire program. If numbers fall below 39 participants, facility charges will be \$500.00. **To be determined**

ESTIMATED TOTAL CONFERENCE CHARGES ***\$6,204.00***

DEPOSITS / PAYMENTS: A non-refundable deposit of thirty-five percent (35%) of the Estimated Total Conference Charges is payable with the return of this signed Agreement and will be applied to the charges set forth herein. The balance of the Estimated Total Conference Charges will be due and payable on or before **June 20, 2019**. Final conference invoices are due and payable to the Chapman University Conference Services Office within thirty (30) days of billing. Client agrees to pay all of the unpaid Estimated Total Conference Charges in a timely manner as set forth above. Client shall pay interest on any unpaid balance at the rate of 1.5% per month or the highest rate permitted by law, whichever is lower.

Non-refundable deposit of \$2,171.40 is due with return of the signed agreement by June 1, 2019.

The balance of \$4,032.60 will be due and payable on or before June 20, 2019.

A final invoice for the balance of all charges will be submitted within two (2) weeks of the Conference. Payment on the final balance is due within thirty (30) days of receipt.

CANCELLATIONS: Written notice of cancellation must be submitted to Chapman University's Conference Services Office no later than thirty (30) days prior to the scheduled conference date. If such cancellation occurs within 90 days of the scheduled Conference, a service charge of five percent (5%) of the Estimated Total Conference Charges shall be assessed; if within sixty (60) days of the scheduled Conference, a service charge of ten percent (10%) of the Estimated Total Conference Charges shall be assessed; and if within thirty (30) days of the scheduled Conference, a service charge of fifteen percent (15%) of the Estimated Total Conference Charges shall be assessed. The Client acknowledges and agrees that such charges are reasonably calculated to compensate the University for damages it will suffer in connection with such cancellation.

ESTIMATE AND GUARANTEE: The University will hold beds for the estimated number of participants referred to in the housing facilities section of this Agreement. The Client must guarantee in writing the exact number of participants no later than thirty (30) days prior to the beginning of the Conference, including name, gender, and room assignments. Full charges will be made for the guarantee figure even if actual attendance is below this estimate. If no guarantee figure is so furnished, the reservations above will become the guaranteed figure and the Client agrees to pay that figure. Should the actual number of participants exceed the guarantee figure, the Client will be billed for the actual number. All guarantee figures are for the entire Conference period unless otherwise approved in writing by the University's Director of Conference Services.

7. INSURANCE

INSURANCE: The Client shall, at its own cost and expense, secure and maintain in force at all times during which this Agreement is in effect policies of insurance that meet the minimum requirements of Chapman University as described below.

- A. Commercial General Liability Insurance for personal bodily injury including sexual misconduct (including by definition sexual molestation, abuse, and harassment), wrongful death, and broad form property damage losses included, written on an occurrence form, with limits as follows:
- i. Each Occurrence \$1,000,000
 - ii. Sexual Misconduct (included in General Liability):\$1,000,000
- If in connection with this Agreement, Client or invitees of Client will include persons under the age of 18, then the General Liability insurance policy must provide coverage for sexual misconduct (including by definition sexual molestation, abuse, and harassment). If the General Liability coverage has any sub-limits or exclusions that apply to coverage for sexual misconduct, the Certificate of Insurance must define those limits or exclusions.
- iii. General Aggregate \$2,000,000
- B. The Client must provide a Certificate of Insurance or other evidence of insurance satisfactory to Chapman University, with specific reference to the event described in this Agreement. Coverage must be written on an “occurrence” form and maintained throughout the term of the contract. With regard to coverages described under paragraphs A above:
- i. By endorsement, the policy must reflect, Chapman University, its trustees, officers, employees, faculty, and agents as an additional insured as their interest may appear with regard to or arising out of the use of the Chapman University property or facilities or the acts or omissions of the named insured, its officers, agents, employees, guests or invitees, acts or uses of Chapman University.
 - ii. By endorsement, the policy must include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the University.
 - iii. It is agreed that the provisions under (i), and (ii) above shall only apply in proportion to and to the extent of the negligent act or omissions of the Client, its officers, agents, or employees.
 - iv. Where required “by endorsement,” the presence of such endorsement must be noted on the Certificate of Insurance and a separate insurer issued endorsement must be accompany the Certificate of Insurance.
- C. Insurance maintained by Client shall apply on a first dollar basis. Any deductible or self-insured retention shall not exceed \$25,000 per occurrence, unless otherwise approved by Chapman University. The client herein acknowledges their responsibility for any losses that fall under a deductible or self-insured retention.
- D. It is agreed herein that the coverage, limits, and conditions referred to under A, B, and C above shall not in any way limit the liability of the Client. The Client shall furnish the University with Certificates of Insurance evidencing compliance with all requirements 30 days prior to commencement of this Agreement. Such certificates shall:
- i. The above-described Certificate of Insurance will be due in Chapman University’s Conference Services Office by **June 1, 2019**.
- E. The Client shall provide the University with Certificates of Insurance in conformance with the above requirements for any companies providing services to Client in connection with this Agreement.

8. USE

All individuals and Clients in their use and occupancy of University property shall comply with all applicable laws, rules and regulations, including University regulations. Any use of the University Facilities contrary to or in violation of any applicable law, rule or regulation shall bar such individual or Client from any further use of such Facilities.

The Client shall use the Facilities for the purposes as stated above and no other.

The University reserves the right to reassign facilities to assure maximum and most appropriate utilization of University facilities, to revoke campus privileges, including residency in its buildings, of any occupant whose conduct becomes, in the University's opinion, injurious or potentially injurious to the residential community, to assign alternate housing and/or meeting space commensurate with reduced space needs should the actual number of participants fall below the attendance expected based upon the reserved space, to terminate the reservation of the Client should unforeseen emergencies occur making it inadvisable, illegal, or impossible to provide the facilities, and/or to add or delete from these policies any clause(s) whatsoever upon timely notification. In the event University terminates the reservation prior to the start of the event at no fault or cause by Client, as a result of an unforeseen emergency, Client will receive a full refund of its deposit(s). If the reservation is terminated after the start of the event at no fault of or cause by Client, a prorated portion of the deposit(s) will be refunded. The Client shall have no right nor claim against the University for any damages Client suffers as a result of such cancellation.

Use and occupancy of University property shall be primarily for University purposes. Any authorized use or occupancy of the Facilities or property by anyone, including Client, for other than University purposes shall be subordinate to such primary purposes.

No use or occupancy of University property will be permitted if the University Officials in the exercise of its discretion determines that such use or occupancy is prohibited by law, will interfere with the use of the property for University purposes or will result in picketing, rioting, disturbance of the peace or other disruption of University activities, or in damage to the property or alterations which may render it unfit for, or may interfere with its proper use for, University purposes.

During the Client's use of Facilities, the University shall have access to the Facilities as necessary to the University's use of its adjoining properties and to assure compliance with this Agreement.

9. UNIVERSITY POLICIES

MEDICAL SERVICES: It is understood and agreed that the University shall furnish no medical services to the Client or the Client's guests or employees.

ANIMALS: The Client is not permitted to have animals on campus.

AMPLIFIED SOUND: Chapman University has very strict policies about outdoor amplified sound. The Conference Services Office must approve all amplified sound.

SMOKING: Chapman University is a smoke-free campus.

EQUIPMENT: Individuals or Clients who wish to bring any equipment on campus must obtain prior approval from the Conference Services Office, and must agree to waive any University liability or responsibility regarding any and all damage to, or theft of, said equipment.

CONFERENCE PROGRAM: The University may require that it be furnished, within a reasonable period in advance of the scheduled Conference, with a complete program of the Conference, with copies of all talks and addresses and the script of any entertainment proposed to be given on the University property. If such copy reasonably demonstrates that the program will be in violation of law or of these rules and regulations, the proposed use shall not be permitted.

USE OF UNIVERSITY NAME: The Client will not use the Chapman University name in any advertisement material, brochure, mailer or any similar item in a manner that infers that the University is a sponsor/co-sponsor or source of the event. The University's name may only be used for reference of event location unless written approval has been granted by the Executive Vice President and Chief Operating Officer or designee.

DISCLAIMER: The Client agrees that the following statement will be provided to the attendees either in registration materials for the event or through use of a sign or posting for the attendees at entrance for event. If the statement does not appear in the event registration materials, then the Client will inform the attendees verbally of such applicable provisions at the start of the event.

“The advice and/or information provided by Rancho Santiago Community College District on behalf of Santa Ana College located at 1530 West 17th Street, Santa Ana, CA, 92706 at this event is not endorsed by nor should it be construed as educational/legal advice from Chapman University.

This provider is not Chapman University and attendance at this event does not confer or certify any rights or privileges from Chapman University, including but not limited to, admission, enrollment, educational credit, transferrable credit, certificate or degree, regardless of whether any other institution of higher education, including Santa Ana College, provides credit, certificate, or degree for participation.”

For political campaign Events, the Client agrees that the following statement will be provided to attendees thereof either in registration materials for the Event or through the use of a sign or posting at the entrance of the Event. If the statement does not appear in the Event's registration materials, then the Client will inform attendees verbally of such applicable provisions at the start of the Event:

“Chapman University does not participate in or intervene in any political campaign on behalf of or in opposition to any candidate for public office. Candidates for public office at this event are not endorsed by Chapman University, and this event is not hosted, sponsored or endorsed by Chapman University.”

10. LEGAL ISSUES

BACKGROUND CHECKS: If Client's activities under this Agreement involve the delivery of services or instruction of any kind to individuals under the age of eighteen (18) years, Client represents and warrants that it has engaged an independent entity to conduct a background check of its employees, agents, independent contractors, subcontractors, vendors or others acting on its behalf under or with respect to this Agreement. The background check shall include at a minimum a state and county criminal history investigation where the subject of the screening resides and a search of the national and California state sex offender registries.

NOTICE TO PARENTS AND TRAINING: Where Client's activities under this Agreement involve participation by minors, Client agrees to provide notice to each minor's parents or legal guardians regarding how to report suspicious or improper activity, including but not limited to suspected child abuse or sexual abuse, to Client and local law enforcement. Client also agrees to educate and train all employees, agents, independent contractors, volunteers, or other individuals who are performing services for Client regarding how to report suspicious or improper activity, including but not limited to suspected child abuse or sexual abuse, to Client and local law enforcement.

NON-DISCRIMINATION: Client agrees to comply with University's policy on harassment and discrimination, a copy of which is available at <http://www.chapman.edu/faculty-staff/human-resources/eoo.aspx> and incorporated by reference. A copy of this policy may also be obtained by calling (714) 997-6686.

DAMAGE: The Client agrees to leave the Facilities and premises of the University in the same condition as at the commencement of the Conference and to pay the cost of extraordinary cleaning necessitated by the use of such Facilities and premises by the Client. The Client shall be liable for any damage to the Facilities or property therein which may be caused by any act or negligence of the Client, its employees, agents, and other individuals using the Facilities with its consent, and the University may, at its option, repair such damage, and the Client agrees to reimburse and compensate the University for the total cost of such repair or damage, within five (5) days of receiving a statement by University for the same.

SECURITY: The Client shall be responsible for providing, at its expense, security which the University determines to be reasonable in light of the performance(s) being presented or other use of the Facilities being made pursuant to this Agreement. At the University's request, the Client shall, at its expense, provide security or additional security as required by University in its sole and absolute discretion. At the University's election, the University may provide the security, and, in such event, the Client shall reimburse University for the reasonable cost thereof. The University is not under any duty to evaluate the security being provided by the Client, and that any such investigation is for the sole purpose of the University protecting its interests and, in no event, shall any investigation or any requirement of additional security constitute a representation by the University that the security so provided is adequate. The Client shall also be responsible for police and/or fire protection which the University reasonably deems necessary for any rehearsals and/or the Event.

PROPERTY OF THE CLIENT: The University is not responsible for lost, stolen or damaged property of the Client, its conferees or their guests.

RELICENSING OF SPACE: The University reserves the right to relicense all Facilities covered by this Agreement if this Agreement is not signed, returned to the University, and deposit paid by the due date listed herein.

INDEMNITY: Client shall indemnify, protect, defend and hold harmless University and its agents from and against any and all claims, damages, judgments, attorneys' fees, costs, and expenses arising out of, involving, or in connection with the use of the University Facilities or the acts or omissions of the Client, its officers, agents, employees, guests or invitees, whether or not such acts or omissions constitute permitted uses of the Facilities, but only in proportion to and to the extent of the negligent acts or omissions of the Client, its officers, agents, employees, guests, or invitees.

ASSIGNABILITY: The Client may not sublet or sublicense any portion of the Facilities or assign, mortgage, encumber, or otherwise transfer this Agreement without prior written consent of the University. Any consent by the University shall not constitute a waiver of this provision for any future assignment, encumbrance, sublease or transfer or a release of the Client from its obligations under this Agreement.

ATTORNEYS' FEES AND EXPENSES: If any action at law or in equity is commenced to enforce any of the provisions or rights under this Agreement, the unsuccessful party to such litigation, as determined by the court in a final judgment or decree, shall pay the successful party or parties all costs, expenses, and reasonable attorneys' fees incurred by the successful party or parties (including, without limitation, costs, expenses and fees on any appeals), and if the successful party recovers judgment in any such action or proceeding, such costs, expenses and attorneys' fees shall be included as part of the judgment.

CONSENT TO ARBITRATION: Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this Conference Agreement, including any claim based on contract, tort, or statute, shall be resolved, at the request of any party to this Agreement, by final and binding arbitration administered by and in accordance with the then existing Rules of Practice and Procedures of Judicial Arbitration & Mediation Services, Inc. Unless the parties otherwise agree, the arbitrator shall apply California substantive law, and the California Evidence Code to the proceeding. The arbitrator shall prepare in writing and provide to the parties an award including factual findings and the reasons on which the decision is based. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected pursuant to California Code of Civil Procedure section 1286.2 or 1286.6 for any such error. The arbitration shall be conducted in Orange County, California.

AMERICANS WITH DISABILITIES ACT: It is the responsibility of the University to exercise reasonable effort in assuring that its Facilities are accessible to people with disabilities in a manner consistent with the guidelines of the Americans With Disabilities Act, provided that the Client uses reasonable effort to determine and report to the University any special needs that may exist. The Client must insure that program activities covered under this Agreement are consistent with and comply with all legal requirements, including the requirements of the Americans With Disabilities Act. This includes, if necessary, the provision of auxiliary services, such as sign language interpreters. The Client is responsible for providing accommodations for special needs of participants including interpreters, guides, handicap vans, etc.

CATASTROPHES: In the event the Facilities licensed hereunder are unavailable due to destruction, partial or total, or for any other reason beyond the control of the University, including acts of God, natural disasters, strikes, or actions by governmental agencies, the University shall have the right to terminate this Agreement by refunding all deposits due to the Client. The Client shall have no right nor claim against the University for any damages it suffers as a result of such cancellation.

INDEPENDENT CONTRACTOR. The relationship of the parties under this agreement is that of independent contractors. This Agreement does not create any agency, partnership, joint venture, or employment relationship between the parties.

GOVERNING LAW: This Agreement shall be construed in accordance with and governed by the laws of the State of California.

ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof and supersedes any and all prior agreements, whether written or oral, regarding the subject matter hereof.

AUTHORITY: The person signing this Agreement on behalf of the Client represents that (s)he is duly authorized to bind the Client to all the terms, conditions, and requirements of this Agreement.

II. ACCEPTANCES

The organization acknowledges by signing this Conference Agreement that its primary purpose is to provide an educational program for the benefit of those who attend.

We the undersigned, do hereby enter into this Conference Agreement, as witnessed by our signatures below.

For Chapman University

By: _____
Signature

Print Name

Title

Date

For the Client

By: _____
Signature

Print Name

Title

Date

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

To:	Board of Trustees	Board Date: April 16, 2019
Re:	Approval of Chapman University Conference Agreement between Chapman University and Rancho Santiago Community College District on behalf of Santa Ana College for the Upward Bound 2019 Summer Residential Program	
Action:	Request for Approval	

BACKGROUND

Under the auspices of Santa Ana College's federally funded Upward Bound Program, a number of student-centered activities have been designed to enhance student success in pre-collegiate readiness and student success in college. For the past sixteen years, Santa Ana College's Upward Bound Program has offered a grant-funded Summer Residential Program in collaboration with a local four-year university that provides dormitory accommodations, meals, and classroom facilities. The Upward Bound 2019 Summer Residential Program will be hosted by Chapman University and will serve thirty high school students

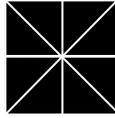
ANALYSIS

Chapman University will provide thirty qualifying high school students sleeping accommodations in the residence hall, housekeeping services, and all meals. In addition, Chapman University will facilitate students by giving them access to recreational areas, classrooms, and computer labs during this four-week summer program. The Upward Bound Summer Residential Program has been highly successful and is recommended for continuation by partners, Santa Ana Unified School District (SAUSD) and Santa Ana College (SAC).

RECOMMENDATION

It is recommended that the Board of Trustees approve the Chapman University Conference Agreement between Chapman University and Rancho Santiago Community College District on behalf of Santa Ana College for the Upward Bound 2019 Summer Residential Program, as presented.

Fiscal Impact:	Not to exceed \$60,000 (grant funded)	Board Date: April 16, 2019
Prepared by:	Vaniethia Hubbard, Ed.D., Vice President, Student Services Alicia Kruizenga, Dean, Student Affairs	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	



CHAPMAN UNIVERSITY CONFERENCE AGREEMENT

*Chapman University, Conference Services
One University Drive, Orange, CA, 92866
(714) 997-6811, FAX (714) 997-9421*

This Chapman University Conference Agreement (“Agreement”) is made and entered into this 17th day of April, 2019 by and between Chapman University, a California corporation, hereinafter called “University” and Rancho Santiago Community College District on behalf of Santa Ana College located at 1530 West 17th Street, Santa Ana, CA, 92706, a non-profit public agency, hereinafter called “Client”, which is the entity, person, persons or groups of persons seeking use of University facilities and/or property. The University agrees to provide Client with the facilities and services listed herein for the period and under the other terms described herein. Accordingly, the parties mutually agree to the terms and conditions set forth in this Agreement.

1. CLIENT INFORMATION

Name of Conference: *Upward Bound 2019 Summer Residential Program*

Description of Conference: *Pre-college academic program including SAT prep, recreation, and enrichment workshops.*

Address: *Peter J. Hardash
Vice Chancellor of
Business Operations/Fiscal Services
2323 North Broadway
Santa Ana, CA 92706*

Telephone Number: *(714) 564-6843 [Romelia Madrigal]*

Email Address: *madrigal_romelia@sac.edu [Romelia Madrigal]*

2. HOUSING

The University agrees to provide housing spaces to the Client as follows:

* Estimated total number of participants: *30 Students and
4 Staff each week*

Residence Hall staff check-in date and time: *June 22, 2019 (9am-10am)*

Residence Hall check-in date and time: *June 22, 2019 (1pm – 2pm)
June 30, 2019 (6pm – 7pm)
July 7, 2019 (6pm – 7pm)
July 14, 2019 (6pm – 7pm)*

Residence Hall check-out date and time:

June 28, 2019 (5pm – 6pm)

July 3, 2019 (5pm – 6pm)

July 12, 2019 (5pm – 6pm)

July 19, 2019 (5pm – 6pm)

**Please note that time of check-out each week is contingent on whether the university needs the rooms over the weekend for another group. If rooms are not scheduled, the group may leave their belongings in the rooms over the weekend. If rooms are needed by the university, the group will be notified in advance.*

** Please note that actual charges will be determined under “Estimate and Guarantee” set forth below.*

KEYS: A fee of \$50.00 will be assessed for any lost keys not returned by check-out date and time.

LINEN SERVICE: Linen service will not be provided by the University.

HOUSING ASSIGNMENTS: The University reserves the right to alter housing assignments prior to the start of any conference for required maintenance work or to accommodate additional conference groups.

**A housing list with participants paired will be due in Chapman University’s
Conference Services Office by June 10, 2019.**

HOUSEKEEPING SERVICES: Housekeeping services are provided in the hallways, public restrooms and lounge areas of the halls. Unless specific arrangements are made, individuals are responsible for their own rooms.

LIVE-IN HOUSING SUPERVISION: The Client is responsible for providing adequate supervision in the assigned residence halls. All youth groups with members under the age of eighteen are required to provide live-in residence supervision of at least one (1) adult for every ten (10) youths.

RESIDENCE HALL ROOMS: The University reserves the right to enter rooms for the purpose of inspection, repair or emergency.

3. FOOD SERVICE

The University agrees to provide meals to the Client as follows:

First conference meal will be:

Dinner, June 22, 2019

Last conference meal will be:

Lunch, July 19, 2019

Number of Meals:

Breakfast (19)

June 23 – 28, 2019

July 1 – 3, 2019

July 8 – 12, 2019

July 15 – 19, 2019

Lunch (17)

June 23 – 27, 2019

July 1 – 3, 2019

July 8 – 11, 2019

July 15 – 19, 2019

Dinner (16)

June 22 – 27, 2019

July 1 – 2, 2019

July 8 – 11, 2019

July 15 – 18, 2019

Lost Meal Cards: Per meal card charge **\$15.00**

MEAL TIMES: The University reserves the right to alter meal times depending on the number of participants. Any such alteration will be made at least five (5) days prior to the start of any conference. Groups wishing to change contracted serving times may incur a surcharge to cover additional labor costs.

LOCATION OF MEALS: All meals are served cafeteria style in the Randall Dining Commons and Patio unless other arrangements have been made.

FOOD SERVICE NEEDS: All food service needs must be provided by the University's contracted food service.

MEAL CARDS: Each of the Client's participants must produce his or her meal card on passing through the cafeteria meal line. This procedure will verify the participant's enrollment in a particular session of the conference/camp.

4. FACILITIES

The University agrees to provide facilities to the Client as follows:

Facility	Date(s)	Times
Large Room for Orientation	June 15, 2019	9:00am – 12:00pm
2 Classrooms seating 20 students each	June 24 – 27, 2019	8:30am – 12:30pm
	July 1 – 3, 2019	8:30am – 12:30pm
	July 8 – 11, 2019	8:30am – 12:30pm
	July 15 – 18, 2019	8:30am – 12:30pm
3 Classrooms seating 20 students each	June 24 – 27, 2019	1:30pm – 5:20pm
	July 1 – 3, 2019	1:30pm – 5:20pm
	July 8 – 11, 2019	1:30pm – 5:20pm
	July 15 – 18, 2019	1:30pm – 5:20pm
Recreational Facilities as available (TBA)	June 24 – 27, 2019	6:30pm – 7:30pm
	July 1 – 3, 2019	6:30pm – 7:30pm
	July 8 – 11, 2019	6:30pm – 7:30pm
	July 15 – 18, 2019	6:30pm – 7:30pm
1 Shared Computer Lab (TBA)	June 24 – 27, 2019	8:00am – 12:30pm
	July 1 – 3, 2019	8:00am – 12:30pm
	July 8 – 11, 2019	8:00am – 12:30pm
	July 15 – 18, 2019	8:00am – 12:30pm
Residence Hall Lounge	June 22, 2019	5:00pm – 9:00pm
	June 23, 2019	9:00am – 9:00pm
	June 30, 2019	6:00pm – 9:00pm
	July 7, 2019	6:00pm – 9:00pm
	July 14, 2019	6:00pm – 9:00pm

Room for a Dance	July 18, 2019	5:00pm – 10:00pm
Large Room for Closing Ceremony	July 19, 2019	5:00pm – 9:30pm

The facilities of the University that are the subject of this Agreement are referred to herein as the “Facilities”.

5. SPECIAL EQUIPMENT AND SERVICES

SPECIAL EQUIPMENT: Tables and chairs for special set-ups and audiovisual equipment are limited on campus. Arrangements for such equipment should be made well in advance of your arrival. All necessary outside rentals (tables, chairs, audiovisual equipment, etc.) will be at the Client’s expense.

PARKING: A parking permit is required to park in University parking lots. Parking is available on campus in the residence halls and main campus parking lots (excluding the Memorial Hall Parking Lot and the Hashinger Parking Lot) at no additional charge. Parking in the Memorial Hall Parking Lot and the Hashinger Parking Lot is restricted. PLEASE NOTE: Parking is unavailable in parking spaces marked faculty only or reserved parking spaces. Parking on city streets is restricted to the campus side only! A city parking permit is required to park on the street opposite the university. Please observe handicapped and reserved parking spaces. The University is not responsible for any parking tickets issued to participants.

TECHNICAL STAFF: Charges for technical staff overtime, if needed is \$40.00 per person, per hour.

CONFERENCE MATERIALS: Conference materials cannot be accepted prior to two weeks before the start of the program. Detailed shipping instructions will be provided for deliveries, storage, and pick-ups.

6. FINANCIAL ARRANGEMENTS

ESTIMATED CHARGES: *Estimated charges for facilities and services are as follows:*

Residence Hall Rooms and Meals *(Double occupancy rooms as outlined in Section 2 and meals as outlined in Section 3. Single rooms, as available, are an additional \$15.00 per person, per night. Four single rooms will be provided for the staff at the double occupancy residence hall rate.)*

30 participants @ \$1,272.50 per person for 4 weeks **\$38,175.00**

4 staff @ \$1,060.00 per person for 4 weeks **\$4,240.00**

Facilities *(As outlined in Section 4)*

Facilities, as outlined in Section 4, will be at no additional charge provided there are at least 34 participants, including staff registered in the residence halls for the entire program. If numbers fall below 34 participants, facility charges will be \$500.00 per week. **To be determined**

ESTIMATED TOTAL CONFERENCE CHARGES ***\$42,415.00***

DEPOSITS / PAYMENTS: A non-refundable deposit of thirty-five percent (35%) of the Estimated Total Conference Charges is payable with the return of this signed Agreement and will be applied to the charges set forth herein. The balance of the Estimated Total Conference Charges will be due and payable on or before **June 14, 2019**. Final conference invoices are due and payable to the Chapman University Conference Services Office within thirty (30) days of billing. Client agrees to pay all of the unpaid Estimated Total Conference Charges in a timely manner as set forth above. Client shall pay interest on any unpaid balance at the rate of 1.5% per month or the highest rate permitted by law, whichever is lower.

Non-refundable deposit of \$14,845.25 is due with return of the signed agreement by June 1, 2019.

The balance of \$27,569.75 will be due and payable on or before June 14, 2019.

A final invoice for the balance of all charges will be submitted within two (2) weeks of the Conference. Payment on the final balance is due within thirty (30) days of receipt.

CANCELLATIONS: Written notice of cancellation must be submitted to Chapman University's Conference Services Office no later than thirty (30) days prior to the scheduled conference date. If such cancellation occurs within 90 days of the scheduled Conference, a service charge of five percent (5%) of the Estimated Total Conference Charges shall be assessed; if within sixty (60) days of the scheduled Conference, a service charge of ten percent (10%) of the Estimated Total Conference Charges shall be assessed; and if within thirty (30) days of the scheduled Conference, a service charge of fifteen percent (15%) of the Estimated Total Conference Charges shall be assessed. The Client acknowledges and agrees that such charges are reasonably calculated to compensate the University for damages it will suffer in connection with such cancellation.

ESTIMATE AND GUARANTEE: The University will hold beds for the estimated number of participants referred to in the housing facilities section of this Agreement. The Client must guarantee in writing the exact number of participants no later than thirty (30) days prior to the beginning of the Conference, including name, gender, and room assignments. Full charges will be made for the guarantee figure even if actual attendance is below this estimate. If no guarantee figure is so furnished, the reservations above will become the guaranteed figure and the Client agrees to pay that figure. Should the actual number of participants exceed the guarantee figure, the Client will be billed for the actual number. All guarantee figures are for the entire Conference period unless otherwise approved in writing by the University's Director of Conference Services.

7. INSURANCE

INSURANCE: The Client shall, at its own cost and expense, secure and maintain in force at all times during which this Agreement is in effect policies of insurance that meet the minimum requirements of Chapman University as described below.

- A. Commercial General Liability Insurance for personal bodily injury including sexual misconduct (including by definition sexual molestation, abuse, and harassment), wrongful death, and broad form property damage losses included, written on an occurrence form, with limits as follows:
- i. Each Occurrence \$1,000,000
 - ii. Sexual Misconduct (included in General Liability):\$1,000,000
- If in connection with this Agreement, Client or invitees of Client will include persons under the age of 18, then the General Liability insurance policy must provide coverage for sexual misconduct (including by definition sexual molestation, abuse, and harassment). If the General Liability coverage has any sub-limits or exclusions that apply to coverage for sexual misconduct, the Certificate of Insurance must define those limits or exclusions.
- iii. General Aggregate \$2,000,000

- B. The Client must provide a Certificate of Insurance or other evidence of insurance satisfactory to Chapman University, with specific reference to the event described in this Agreement. Coverage must be written on an “occurrence” form and maintained throughout the term of the contract. With regard to coverages described under paragraphs A above:
- i. By endorsement, the policy must reflect, Chapman University, its trustees, officers, employees, faculty, and agents as an additional insured as their interest may appear with regard to or arising out of the use of the Chapman University property or facilities or the acts or omissions of the named insured, its officers, agents, employees, guests or invitees, acts or uses of Chapman University.
 - ii. By endorsement, the policy must include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the University.
 - iii. It is agreed that the provisions under (i), and (ii) above shall only apply in proportion to and to the extent of the negligent act or omissions of the Client, its officers, agents, or employees.
 - iv. Where required “by endorsement,” the presence of such endorsement must be noted on the Certificate of Insurance and a separate insurer issued endorsement must accompany the Certificate of Insurance.
- C. Insurance maintained by Client shall apply on a first dollar basis. Any deductible or self-insured retention shall not exceed \$25,000 per occurrence, unless otherwise approved by Chapman University. The client herein acknowledges their responsibility for any losses that fall under a deductible or self-insured retention.
- D. It is agreed herein that the coverage, limits, and conditions referred to under A, B, and C above shall not in any way limit the liability of the Client. The Client shall furnish the University with Certificates of Insurance evidencing compliance with all requirements 30 days prior to commencement of this Agreement. Such certificates shall:
- i. The above-described Certificate of Insurance will be due in Chapman University’s Conference Services Office by **June 1, 2019**.
- E. The Client shall provide the University with Certificates of Insurance in conformance with the above requirements for any companies providing services to Client in connection with this Agreement.

8. USE

All individuals and Clients in their use and occupancy of University property shall comply with all applicable laws, rules and regulations, including University regulations. Any use of the University Facilities contrary to or in violation of any applicable law, rule or regulation shall bar such individual or Client from any further use of such Facilities.

The Client shall use the Facilities for the purposes as stated above and no other.

The University reserves the right to reassign facilities to assure maximum and most appropriate utilization of University facilities, to revoke campus privileges, including residency in its buildings, of any occupant whose conduct becomes, in the University’s opinion, injurious or potentially injurious to the residential community, to assign alternate housing and/or meeting space commensurate with reduced space needs should the actual number of participants fall below the attendance expected based upon the reserved space, to terminate the reservation of the Client should unforeseen emergencies occur making it inadvisable, illegal, or impossible to provide the facilities, and/or to add or delete from these policies any clause(s) whatsoever upon timely notification. In the event University terminates the reservation prior to the start of the event at no fault or cause by Client, as a result of an unforeseen emergency, Client will receive a full refund of its deposit(s). If the

reservation is terminated after the start of the event at no fault of or cause by Client, a prorated portion of the deposit(s) will be refunded. The Client shall have no right nor claim against the University for any damages Client suffers as a result of such cancellation.

Use and occupancy of University property shall be primarily for University purposes. Any authorized use or occupancy of the Facilities or property by anyone, including Client, for other than University purposes shall be subordinate to such primary purposes.

No use or occupancy of University property will be permitted if the University Officials in the exercise of its discretion determines that such use or occupancy is prohibited by law, will interfere with the use of the property for University purposes or will result in picketing, rioting, disturbance of the peace or other disruption of University activities, or in damage to the property or alterations which may render it unfit for, or may interfere with its proper use for, University purposes.

During the Client's use of Facilities, the University shall have access to the Facilities as necessary to the University's use of its adjoining properties and to assure compliance with this Agreement.

9. UNIVERSITY POLICIES

MEDICAL SERVICES: It is understood and agreed that the University shall furnish no medical services to the Client or the Client's guests or employees.

ANIMALS: The Client is not permitted to have animals on campus.

AMPLIFIED SOUND: Chapman University has very strict policies about outdoor amplified sound. The University's Conference Services Office must approve all amplified sound.

SMOKING: Chapman University is a smoke-free campus.

EQUIPMENT: Individuals or Clients who wish to bring any equipment on campus must obtain prior approval from the University's Conference Services Office, and must agree to waive any University liability or responsibility regarding any and all damage to, or theft of, said equipment.

CONFERENCE PROGRAM: The University may require that it be furnished, within a reasonable period in advance of the scheduled Conference, with a complete program of the Conference, with copies of all talks and addresses and the script of any entertainment proposed to be given on the University property. If such copy reasonably demonstrates that the program will be in violation of law or of these rules and regulations, the proposed use shall not be permitted.

USE OF UNIVERSITY NAME: The Client will not use the Chapman University name in any advertisement material, brochure, mailer or any similar item in a manner that infers that the University is a sponsor/co-sponsor or any way affiliated with the user group. The University's name may only be used for reference of event location unless written approval has been granted by the Executive Vice President and Chief Operating Officer or designee.

DISCLAIMER: The Client agrees that the following statement will be provided to the attendees either in registration materials for the event or through use of a sign or posting for the attendees at entrance for event. If the statement does not appear in the event registration materials, then the Client will inform the attendees verbally of such applicable provisions at the start of the event.

"The advice and/or information provided by Rancho Santiago Community College District on behalf of Santa Ana College located at 1530 West 17th Street, Santa Ana, CA, 92706 at this event is not endorsed by nor should it be construed as educational/legal advice from Chapman University.

This provider is not Chapman University and attendance at this event does not confer or certify any rights or privileges from Chapman University, including but not limited to, admission, enrollment, educational credit, transferrable credit, certificate or degree, regardless of whether any other institution of higher education, including Santa Ana College, provides credit, certificate, or degree for participation.”

For political campaign Events, the Client agrees that the following statement will be provided to attendees thereof either in registration materials for the Event or through the use of a sign or posting at the entrance of the Event. If the statement does not appear in the Event’s registration materials, then the Client will inform attendees verbally of such applicable provisions at the start of the Event:

“Chapman University does not participate in or intervene in any political campaign on behalf of or in opposition to any candidate for public office. Candidates for public office at this event are not endorsed by Chapman University, and this event is not hosted, sponsored or endorsed by Chapman University.”

10. LEGAL ISSUES

BACKGROUND CHECKS: If Client’s activities under this Agreement involve the delivery of services or instruction of any kind to individuals under the age of eighteen (18) years, Client represents and warrants that it has engaged an independent entity to conduct a background check of its employees, agents, independent contractors, subcontractors, vendors or others acting on its behalf under or with respect to this Agreement. The background check shall include at a minimum a state and county criminal history investigation where the subject of the screening resides and a search of the national and California state sex offender registries.

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INDEMNITY: Client shall indemnify, protect, defend and hold harmless University and its agents from and against any and all claims, damages, judgments, attorneys' fees, costs, and expenses arising out of, involving, or in connection with the use of the University Facilities or the acts or omissions of the Client, its officers, agents, employees, guests or invitees, whether or not such acts or omissions constitute permitted uses of the Facilities, but only in proportion to and to the extent of the negligent acts or omissions of the Client, its officers, agents, employees, guests, or invitees.

ASSIGNABILITY: The Client may not sublet or sublicense any portion of the Facilities or assign, mortgage, encumber, or otherwise transfer this Agreement without prior written consent of the University. Any consent by the University shall not constitute a waiver of this provision for any future assignment, encumbrance, sublease or transfer or a release of the Client from its obligations under this Agreement.

ATTORNEYS' FEES AND EXPENSES: If any action at law or in equity is commenced to enforce any of the provisions or rights under this Agreement, the unsuccessful party to such litigation, as determined by the court in a final judgment or decree, shall pay the successful party or parties all costs, expenses, and reasonable attorneys' fees incurred by the successful party or parties (including, without limitation, costs, expenses and fees on any appeals), and if the successful party recovers judgment in any such action or proceeding, such costs, expenses and attorneys' fees shall be included as part of the judgment.

CONSENT TO ARBITRATION: Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this Conference Agreement, including any claim based on contract, tort, or statute, shall be resolved, at the request of any party to this Agreement, by final and binding arbitration administered by and in accordance with the then existing Rules of Practice and Procedures of Judicial Arbitration & Mediation Services, Inc. Unless the parties otherwise agree, the arbitrator shall apply California substantive law, and the California Evidence Code to the proceeding. The arbitrator shall prepare in writing and provide to the parties an award including factual findings and the reasons on which the decision is based. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected pursuant to California Code of Civil Procedure section 1286.2 or 1286.6 for any such error. The arbitration shall be conducted in Orange County, California.

AMERICANS WITH DISABILITIES ACT: It is the responsibility of the University to exercise reasonable effort in assuring that its Facilities are accessible to people with disabilities in a manner consistent with the guidelines of the Americans With Disabilities Act, provided that the Client uses reasonable effort to determine and report to the University any special needs that may exist. The Client must insure that program activities covered under this Agreement are consistent with and comply with all legal requirements, including the requirements of the Americans With Disabilities Act. This includes, if necessary, the provision of auxiliary services, such as sign language interpreters. The Client is responsible for providing accommodations for special needs of participants including interpreters, guides, handicap vans, etc.

CATASTROPHES: In the event the Facilities licensed hereunder are unavailable due to destruction, partial or total, or for any other reason beyond the control of the University, including acts of God, natural disasters, strikes, or actions by governmental agencies, the University shall have the right to terminate this Agreement by refunding all deposits due to the Client. The Client shall have no right nor claim against the University for any damages it suffers as a result of such cancellation.

INDEPENDENT CONTRACTOR. The relationship of the parties under this agreement is that of independent contractors. This Agreement does not create any agency, partnership, joint venture, or employment relationship between the parties.

GOVERNING LAW: This Agreement shall be construed in accordance with and governed by the laws of the State of California.

ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof and supersedes any and all prior agreements, whether written or oral, regarding the subject matter hereof.

AUTHORITY: The person signing this Agreement on behalf of the Client represents that (s)he is duly authorized to bind the Client to all the terms, conditions, and requirements of this Agreement.

II. ACCEPTANCES

The organization acknowledges by signing this Conference Agreement that its primary purpose is to provide an educational program for the benefit of those who attend.

We the undersigned, do hereby enter into this Conference Agreement, as witnessed by our signatures below.

For Chapman University

For the Client

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Title

Title

Date

Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College
Student Services

To:	Board of Trustees	Date: April 16, 2019
Re:	Approval of Chapman University Conference Agreement between Chapman University and Rancho Santiago Community College District on behalf of Santiago Canyon College for the Upward Bound Math and Science Summer 2019 Residential Program	
Action:	Request for Approval	

BACKGROUND

Under the auspices of Santiago Canyon College's federally funded Upward Bound Math & Science program, a partnership has been cultivated between SCC and the Orange Unified School District to provide educational services to its academically at-risk students in an effort to promote higher education, and enhance their learning experience by assisting them with their current educational needs. In our inaugural year of funding, and throughout the grant term, we have included a summer residential component that will be coordinated between SCC and Chapman University. Students will reside in the dormitories for a four-week period, and will be provided with meals and classroom facilities. For our seventh year, 40 students will be invited to participate.

ANALYSIS

Chapman University will provide accommodations within their residence facility which is to include meals, housekeeping services, use of recreational areas, classrooms, meeting rooms and labs throughout our agreed upon contracted stay of four weeks.

RECOMMENDATION

It is recommended that the RSCCD Board of Trustees approve the Chapman University Conference Agreement between Chapman University and Rancho Santiago Community College District on behalf of Santiago Canyon College for the Upward Bound Math and Science Summer 2019 Residential Program.

Fiscal Impact: Not to exceed \$41,000	Board Date: April 16, 2019
Prepared by: Syed Rizvi, Vice President of Student Services	
Submitted by: John Hernandez, Ph.D., President	
Recommended by: Raul Rodriguez, Ph.D., Chancellor	

March 13, 2019

Lakyshia Perez
Santiago Canyon College
2323 North Broadway
Santa Ana, CA 92706

Dear Lakyshia:

Enclosed is Chapman University's Conference Agreement outlining arrangements and terms for the Santiago Canyon College Upward Bound Math and Science Summer Residential Program scheduled at Chapman June 30 – July 25, 2019. Please sign the agreement and return it to me along with a deposit check for \$14,021.00 made payable to Chapman University by June 1, 2019. I will then send you a signed, confirming copy for your files. The balance will be due and payable on or before June 24, 2019. Any outstanding charges will be invoiced at the conclusion of your event and will be due and payable as outlined in the agreement.

Please note that a certificate of insurance naming Chapman University as additionally insured must be provided to my office by June 1, 2019. (See agreement for coverage limits and requirements)

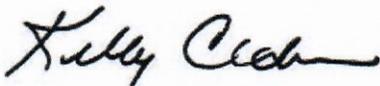
A parking permit is required to park in University parking lots. An electronic parking permit will be issued to the organization to distribute to the participants at no additional charge. Parking permits will also be available at housing check-in. Parking is available on campus in the residence halls and main campus parking lots (excluding the Memorial Hall Parking Lot and the Hashinger Parking Lot). Parking in the Memorial Hall Parking Lot and the Hashinger Parking Lot is restricted. PLEASE NOTE: Parking is unavailable in parking spaces marked faculty only or reserved parking spaces. Parking on city streets is restricted to the campus side only! A city parking permit is required to park on the street opposite the university. Please observe handicapped and reserved parking spaces. The University is not responsible for any parking tickets issued to participants.

Please work with Maggie Heimann (heimann@chapman.edu) on the setup and media requests for meeting spaces and any catered meals or breaks. Please work with Kyle Soeltz (soeltz@chapman.edu) on your housing and meals in Randall Dining Commons.

On behalf of the Conference Services Office, it is a pleasure to welcome you back to Chapman University, and I look forward to working with you to ensure that you have a very successful experience.

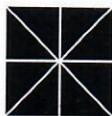
Please contact me if you have any questions or need clarification regarding the agreement.

Sincerely,



Kelly Cooke
Director
Conference Services

Enclosures
KC/mh



CHAPMAN UNIVERSITY CONFERENCE AGREEMENT

*Chapman University, Conference Services
One University Drive, Orange, CA, 92866
(714) 997-6811, FAX (714) 997-9421*

This Chapman University Conference Agreement ("Agreement") is made and entered into this 13th day of March, 2019 by and between Chapman University, a California corporation, hereinafter called "University" and Rancho Santiago Community College District on behalf of Santiago Canyon College located at 2323 North Broadway, Santa Ana, CA 92706, a non-profit public agency, hereinafter called "Client", which is the entity, person, persons or groups of persons seeking use of University facilities and/or property. The University agrees to provide Client with the facilities and services listed herein for the period and under the other terms described herein. Accordingly, the parties mutually agree to the terms and conditions set forth in this Agreement.

1. CLIENT INFORMATION

Name of Conference: *Upward Bound Math and Science
Summer Residential Program 2019*

Description of Conference: *High school students participate in math and science based instruction, SAT Prep, College Courses through SCC, recreation and cultural workshops.*

Address: *Lakyshia Perez
Santiago Canyon College
2323 North Broadway
Santa Ana, CA 92706*

Telephone Number: *(714) 628 – 5011 [Lakyshia Perez]*

Email Address: *Perez.lakyshia@scccollege.edu [Lakyshia Perez]*

2. HOUSING

The University agrees to provide housing spaces to the Client as follows:

* Estimated total number of participants: *40 participants
each week*

Residence Hall check-in date and time: *June 30, 2019 (Time: TBA)
July 7, 2019 (Time: TBA)
July 14, 2019 (Time: TBA)
July 21, 2019 (Time: TBA)*

Residence Hall check-out date and time:

July 3, 2019 (Time: 6:00pm)
July 11, 2019 (Time: 6:00pm)
July 18, 2019 (Time: 6:00pm)
July 25, 2019 (Time: 6:00pm)

**Please note that time of check-out each week is contingent on whether the university needs the rooms over the weekend for another group. If rooms are not scheduled, the group may leave their belongings in the rooms over the weekend. If rooms are needed by the university, the group will be notified in advance.*

** Please note that actual charges will be determined under "Estimate and Guarantee" set forth below.*

KEYS: A fee of \$50.00 will be assessed for any lost keys not returned by check-out date and time.

LINEN SERVICE: Linen service will not be provided by the University.

HOUSING ASSIGNMENTS: The University reserves the right to alter housing assignments prior to the start of any conference for required maintenance work or to accommodate additional conference groups.

**A housing list with participants paired will be due in Chapman University's
Conference Services Office by June 17, 2019.**

HOUSEKEEPING SERVICES: Housekeeping services are provided in the hallways, public restrooms and lounge areas of the halls. Unless specific arrangements are made, individuals are responsible for their own rooms.

LIVE-IN HOUSING SUPERVISION: The Client is responsible for providing adequate supervision in the assigned residence halls. All youth groups with members under the age of eighteen are required to provide live-in residence supervision of at least one (1) adult for every ten (10) youths.

RESIDENCE HALL ROOMS: The University reserves the right to enter rooms for the purpose of inspection, repair or emergency.

3. FOOD SERVICE

The University agrees to provide meals to the Client as follows:

First conference meal will be:		<i>Breakfast, July 1, 2019</i>
Last conference meal will be:		<i>Lunch, July 25, 2019</i>
Number of Meals:	Breakfast (15)	<i>July 1 – 3, 2019</i> <i>July 8 – 11, 2019</i> <i>July 15 – 18, 2019</i> <i>July 22 – 25, 2019</i>
	Lunch (15)	<i>July 1 – 3, 2019</i> <i>July 8 – 11, 2019</i> <i>July 15 – 18, 2019</i> <i>July 22 – 25, 2019</i>
	Dinner (11)	<i>July 1 – 2, 2019</i> <i>July 8 – 10, 2019</i> <i>July 15 – 17, 2019</i> <i>July 22 – 24, 2019</i>

Please Note: Special arrangements need to be made for use of Allred Swimming Pool. (Charges will be \$25.00 per hour, per lifeguard. One deck certified lifeguard is required for each 50 people. Chapman University provides the lifeguards)

The facilities of the University that are the subject of this Agreement are referred to herein as the "Facilities".

5. SPECIAL EQUIPMENT AND SERVICES

SPECIAL EQUIPMENT: Tables and chairs for special set-ups and audiovisual equipment are limited on campus. Arrangements for such equipment should be made well in advance of your arrival. All necessary outside rentals (tables, chairs, audiovisual equipment, etc.) will be at the Client's expense.

PARKING: A parking permit is required to park in University parking lots. Parking is available on campus in the residence halls and main campus parking lots (excluding the Memorial Hall Parking Lot and the Hashinger Parking Lot) at no additional charge. Parking in the Memorial Hall Parking Lot and the Hashinger Parking Lot is restricted. PLEASE NOTE: Parking is unavailable in parking spaces marked faculty only or reserved parking spaces. Parking on city streets is restricted to the campus side only! A city parking permit is required to park on the street opposite the university. Please observe handicapped and reserved parking spaces. The University is not responsible for any parking tickets issued to participants.

TECHNICAL STAFF: Charges for technical staff overtime, if needed is \$40.00 per person, per hour.

CONFERENCE MATERIALS: Conference materials cannot be accepted prior to two weeks before the start of the program. Detailed shipping instructions will be provided for deliveries, storage, and pick-ups.

6. FINANCIAL ARRANGEMENTS

ESTIMATED CHARGES: *Estimated charges for facilities and services are as follows:*

Residence Hall Rooms and Meals *(Double occupancy rooms as outlined in Section 2 and meals as outlined in Section 3. Single rooms, as available, are an additional \$15.00 per person, per night. Four single rooms will be provided for the staff at the double occupancy residence hall rate.)*

40 participants @ \$1,001.50 per person for 4 weeks **\$40,060.00**

Facilities *(As outlined in Section 4)*

Facilities, as outlined in Section 4, will be at no additional charge provided there are at least 40 participants, including staff registered in the residence halls for the entire program. If numbers fall below 40 participants, facility charges will be \$500.00 per week. **To be determined**

ESTIMATED TOTAL CONFERENCE CHARGES ***\$40,060.00***

DEPOSITS / PAYMENTS: A non-refundable deposit of thirty-five percent (35%) of the Estimated Total Conference Charges is payable with the return of this signed Agreement and will be applied to the charges set forth herein. The balance of the Estimated Total Conference Charges will be due and payable on or before **June 24, 2019**. Final conference invoices are due and payable to the Chapman University Conference Services Office within thirty (30) days of billing. Client agrees to pay all of the unpaid Estimated Total Conference

Charges in a timely manner as set forth above. Client shall pay interest on any unpaid balance at the rate of 1.5% per month or the highest rate permitted by law, whichever is lower.

Non-refundable deposit of \$14,021.00 is due with return of the signed agreement by June 1, 2019.

The balance of \$26,039.00 will be due and payable on or before June 24, 2019.

A final invoice for the balance of all charges will be submitted within two (2) weeks of the Conference. Payment on the final balance is due within thirty (30) days of receipt.

CANCELLATIONS: Written notice of cancellation must be submitted to Chapman University's Conference Services Office no later than thirty (30) days prior to the scheduled conference date. If such cancellation occurs within 90 days of the scheduled Conference, a service charge of five percent (5%) of the Estimated Total Conference Charges shall be assessed; if within sixty (60) days of the scheduled Conference, a service charge of ten percent (10%) of the Estimated Total Conference Charges shall be assessed; and if within thirty (30) days of the scheduled Conference, a service charge of fifteen percent (15%) of the Estimated Total Conference Charges shall be assessed. The Client acknowledges and agrees that such charges are reasonably calculated to compensate the University for damages it will suffer in connection with such cancellation.

ESTIMATE AND GUARANTEE: The University will hold beds for the estimated number of participants referred to in the housing facilities section of this Agreement. The Client must guarantee in writing the exact number of participants no later than thirty (30) days prior to the beginning of the Conference, including name, gender, and room assignments. Full charges will be made for the guarantee figure even if actual attendance is below this estimate. If no guarantee figure is so furnished, the reservations above will become the guaranteed figure and the Client agrees to pay that figure. Should the actual number of participants exceed the guarantee figure, the Client will be billed for the actual number. All guarantee figures are for the entire Conference period unless otherwise approved in writing by the University's Director of Conference Services.

7. INSURANCE

INSURANCE: The Client shall, at its own cost and expense, secure and maintain in force at all times during which this Agreement is in effect policies of insurance that meet the minimum requirements of Chapman University as described below.

- A. Commercial General Liability Insurance for personal bodily injury including sexual misconduct (including by definition sexual molestation, abuse, and harassment), wrongful death, and broad form property damage losses included, written on an occurrence form, with limits as follows:
 - i. Each Occurrence \$1,000,000
 - ii. Sexual Misconduct (included in General Liability):\$1,000,000
If in connection with this Agreement, Client or invitees of Client will include persons under the age of 18, then the General Liability insurance policy must provide coverage for sexual misconduct (including by definition sexual molestation, abuse, and harassment). If the General Liability coverage has any sub-limits or exclusions that apply to coverage for sexual misconduct, the Certificate of Insurance must define those limits or exclusions.
 - iii. General Aggregate \$2,000,000

- B. The Client must provide a Certificate of Insurance or other evidence of insurance satisfactory to Chapman University, with specific reference to the event described in this Agreement. Coverage must be written on an "occurrence" form and maintained throughout the term of the contract. With regard to coverages described under paragraphs A above:
- i. By endorsement, the policy must reflect, Chapman University, its trustees, officers, employees, faculty, and agents as an additional insured as their interest may appear with regard to or arising out of the use of the Chapman University property or facilities or the acts or omissions of the named insured, its officers, agents, employees, guests or invitees, acts or uses of Chapman University.
 - ii. By endorsement, the policy must include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the University.
 - iii. It is agreed that the provisions under (i), and (ii) above shall only apply in proportion to and to the extent of the negligent act or omissions of the Client, its officers, agents, or employees.
 - iv. Where required "by endorsement," the presence of such endorsement must be noted on the Certificate of Insurance and a separate insurer issued endorsement must accompany the Certificate of Insurance.
- C. Insurance maintained by Client shall apply on a first dollar basis. Any deductible or self-insured retention shall not exceed \$25,000 per occurrence, unless otherwise approved by Chapman University. The client herein acknowledges their responsibility for any losses that fall under a deductible or self-insured retention.
- D. It is agreed herein that the coverage, limits, and conditions referred to under A, B, and C above shall not in any way limit the liability of the Client. The Client shall furnish the University with Certificates of Insurance evidencing compliance with all requirements 30 days prior to commencement of this Agreement. Such certificates shall:
- i. The above-described Certificate of Insurance will be due in Chapman University's Conference Services Office by **June 1, 2019.**
- E. The Client shall provide the University with Certificates of Insurance in conformance with the above requirements for any companies providing services to Client in connection with this Agreement.

8. USE

All individuals and Clients in their use and occupancy of University property shall comply with all applicable laws, rules and regulations, including University regulations. Any use of the University Facilities contrary to or in violation of any applicable law, rule or regulation shall bar such individual or Client from any further use of such Facilities.

The Client shall use the Facilities for the purposes as stated above and no other.

The University reserves the right to reassign facilities to assure maximum and most appropriate utilization of University facilities, to revoke campus privileges, including residency in its buildings, of any occupant whose conduct becomes, in the University's opinion, injurious or potentially injurious to the residential community, to assign alternate housing and/or meeting space commensurate with reduced space needs should the actual number of participants fall below the attendance expected based upon the reserved space, to terminate the reservation of the Client should unforeseen emergencies occur making it inadvisable, illegal, or impossible to provide the facilities, and/or to add or delete from these policies any clause(s) whatsoever upon timely notification. In the event University terminates the reservation prior to the start of the event at no fault or cause by Client, as a result of an unforeseen emergency, Client will receive a full refund of its deposit(s). If the

reservation is terminated after the start of the event at no fault of or cause by Client, a prorated portion of the deposit(s) will be refunded. The Client shall have no right nor claim against the University for any damages Client suffers as a result of such cancellation.

Use and occupancy of University property shall be primarily for University purposes. Any authorized use or occupancy of the Facilities or property by anyone, including Client, for other than University purposes shall be subordinate to such primary purposes.

No use or occupancy of University property will be permitted if the University Officials in the exercise of its discretion determines that such use or occupancy is prohibited by law, will interfere with the use of the property for University purposes or will result in picketing, rioting, disturbance of the peace or other disruption of University activities, or in damage to the property or alterations which may render it unfit for, or may interfere with its proper use for, University purposes.

During the Client's use of Facilities, the University shall have access to the Facilities as necessary to the University's use of its adjoining properties and to assure compliance with this Agreement.

9. UNIVERSITY POLICIES

MEDICAL SERVICES: It is understood and agreed that the University shall furnish no medical services to the Client or the Client's guests or employees.

ANIMALS: The Client is not permitted to have animals on campus.

AMPLIFIED SOUND: Chapman University has very strict policies about outdoor amplified sound. The Conference Services Office must approve all amplified sound.

SMOKING: Chapman University is a smoke-free campus.

EQUIPMENT: Individuals or Clients who wish to bring any equipment on campus must obtain prior approval from the Conference Services Office, and must agree to waive any University liability or responsibility regarding any and all damage to, or theft of, said equipment.

CONFERENCE PROGRAM: The University may require that it be furnished, within a reasonable period in advance of the scheduled Conference, with a complete program of the Conference, with copies of all talks and addresses and the script of any entertainment proposed to be given on the University property. If such copy reasonably demonstrates that the program will be in violation of law or of these rules and regulations, the proposed use shall not be permitted.

USE OF UNIVERSITY NAME: The Client will not use the Chapman University name in any advertisement material, brochure, mailer or any similar item in a manner that infers that the University is a sponsor/co-sponsor or source of the event. The University's name may only be used for reference of event location unless written approval has been granted by the Executive Vice President and Chief Operating Officer or designee.

DISCLAIMER: The Client agrees that the following statement will be provided to the attendees either in registration materials for the event or through use of a sign or posting for the attendees at entrance for event. If the statement does not appear in the event registration materials, then the Client will inform the attendees verbally of such applicable provisions at the start of the event.

"The advice and/or information provided by Rancho Santiago Community College District on behalf of Santiago Canyon College located at 2323 North Broadway, Santa Ana, CA 92706 at this event is not endorsed by nor should it be construed as educational/legal advice from Chapman University.

This provider is not Chapman University and attendance at this event does not confer or certify any rights or privileges from Chapman University, including but not limited to, admission, enrollment, educational credit, certificate or degree.”

For political campaign Events, the Client agrees that the following statement will be provided to attendees thereof either in registration materials for the Event or through the use of a sign or posting at the entrance of the Event. If the statement does not appear in the Event’s registration materials, then the Client will inform attendees verbally of such applicable provisions at the start of the Event:

“Chapman University does not participate in or intervene in any political campaign on behalf of or in opposition to any candidate for public office. Candidates for public office at this event are not endorsed by Chapman University, and this event is not hosted, sponsored or endorsed by Chapman University.”

10. LEGAL ISSUES

BACKGROUND CHECKS: If Client’s activities under this Agreement involve the delivery of services or instruction of any kind to individuals under the age of eighteen (18) years, Client represents and warrants that it has engaged an independent entity to conduct a background check of its employees, agents, independent contractors, subcontractors, vendors or others acting on its behalf under or with respect to this Agreement. The background check shall include at a minimum a state and county criminal history investigation where the subject of the screening resides and a search of the national and California state sex offender registries.

NOTICE TO PARENTS AND TRAINING: Where Client’s activities under this Agreement involve participation by minors, Client agrees to provide notice to each minor’s parents or legal guardians regarding how to report suspicious or improper activity, including but not limited to suspected child abuse or sexual abuse, to Client and local law enforcement. Client also agrees to educate and train all employees, agents, independent contractors, volunteers, or other individuals who are performing services for Client regarding how to report suspicious or improper activity, including but not limited to suspected child abuse or sexual abuse, to Client and local law enforcement.

NON-DISCRIMINATION: Client agrees to comply with University’s policy on harassment and discrimination, a copy of which is available at <http://www.chapman.edu/faculty-staff/human-resources/eoo.aspx> and incorporated by reference. A copy of this policy may also be obtained by calling (714) 997-6686.

DAMAGE: The Client agrees to leave the Facilities and premises of the University in the same condition as at the commencement of the Conference and to pay the cost of extraordinary cleaning necessitated by the use of such Facilities and premises by the Client. The Client shall be liable for any damage to the Facilities or property therein which may be caused by any act or negligence of the Client, its employees, agents, and other individuals using the Facilities with its consent, and the University may, at its option, repair such damage, and the Client agrees to reimburse and compensate the University for the total cost of such repair or damage, within five (5) days of receiving a statement by University for the same.

SECURITY: The Client shall be responsible for providing, at its expense, security which the University determines to be reasonable in light of the performance(s) being presented or other use of the Facilities being made pursuant to this Agreement. At the University’s request, the Client shall, at its expense, provide security or additional security as required by University in its sole and absolute discretion. At the University’s election, the University may provide the security, and, in such event, the Client shall reimburse University for the reasonable cost thereof. The University is not under any duty to evaluate the security being provided by the Client, and that any such investigation is for the sole purpose of the University protecting its interests and, in no event, shall any investigation or any requirement of additional security constitute a representation by the

University that the security so provided is adequate. The Client shall also be responsible for police and/or fire protection which the University reasonably deems necessary for any rehearsals and/or the Event.

PROPERTY OF THE CLIENT: The University is not responsible for lost, stolen or damaged property of the Client, its conferees or their guests.

RELICENSING OF SPACE: The University reserves the right to relicense all Facilities covered by this Agreement if this Agreement is not signed, returned to the University, and deposit paid by the due date listed herein.

INDEMNITY: Client shall indemnify, protect, defend and hold harmless University and its agents from and against any and all claims, damages, judgments, attorneys' fees, costs, and expenses arising out of, involving, or in connection with the use of the University Facilities or the acts or omissions of the Client, its officers, agents, employees, guests or invitees, whether or not such acts or omissions constitute permitted uses of the Facilities, but only in proportion to and to the extent of the negligent acts or omissions of the Client, its officers, agents, employees, guests, or invitees.

ASSIGNABILITY: The Client may not sublet or sublicense any portion of the Facilities or assign, mortgage, encumber, or otherwise transfer this Agreement without prior written consent of the University. Any consent by the University shall not constitute a waiver of this provision for any future assignment, encumbrance, sublease or transfer or a release of the Client from its obligations under this Agreement.

ATTORNEYS' FEES AND EXPENSES: If any action at law or in equity is commenced to enforce any of the provisions or rights under this Agreement, the unsuccessful party to such litigation, as determined by the court in a final judgment or decree, shall pay the successful party or parties all costs, expenses, and reasonable attorneys' fees incurred by the successful party or parties (including, without limitation, costs, expenses and fees on any appeals), and if the successful party recovers judgment in any such action or proceeding, such costs, expenses and attorneys' fees shall be included as part of the judgment.

CONSENT TO ARBITRATION: Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this Conference Agreement, including any claim based on contract, tort, or statute, shall be resolved, at the request of any party to this Agreement, by final and binding arbitration administered by and in accordance with the then existing Rules of Practice and Procedures of Judicial Arbitration & Mediation Services, Inc. Unless the parties otherwise agree, the arbitrator shall apply California substantive law, and the California Evidence Code to the proceeding. The arbitrator shall prepare in writing and provide to the parties an award including factual findings and the reasons on which the decision is based. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected pursuant to California Code of Civil Procedure section 1286.2 or 1286.6 for any such error. The arbitration shall be conducted in Orange County, California.

AMERICANS WITH DISABILITIES ACT: It is the responsibility of the University to exercise reasonable effort in assuring that its Facilities are accessible to people with disabilities in a manner consistent with the guidelines of the Americans With Disabilities Act, provided that the Client uses reasonable effort to determine and report to the University any special needs that may exist. The Client must insure that program activities covered under this Agreement are consistent with and comply with all legal requirements, including the requirements of the Americans With Disabilities Act. This includes, if necessary, the provision of auxiliary services, such as sign language interpreters. The Client is responsible for providing accommodations for special needs of participants including interpreters, guides, handicap vans, etc.

CATASTROPHES: In the event the Facilities licensed hereunder are unavailable due to destruction, partial or total, or for any other reason beyond the control of the University, including acts of God, natural disasters, strikes, or actions by governmental agencies, the University shall have the right to terminate this Agreement by refunding all deposits due to the Client. The Client shall have no right nor claim against the University for any damages it suffers as a result of such cancellation.

INDEPENDENT CONTRACTOR. The relationship of the parties under this agreement is that of independent contractors. This Agreement does not create any agency, partnership, joint venture, or employment relationship between the parties.

GOVERNING LAW: This Agreement shall be construed in accordance with and governed by the laws of the State of California.

ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof and supersedes any and all prior agreements, whether written or oral, regarding the subject matter hereof.

AUTHORITY: The person signing this Agreement on behalf of the Client represents that (s)he is duly authorized to bind the Client to all the terms, conditions, and requirements of this Agreement.

11. ACCEPTANCES

The organization acknowledges by signing this Conference Agreement that its primary purpose is to provide an educational program for the benefit of those who attend.

We the undersigned, do hereby enter into this Conference Agreement, as witnessed by our signatures below.

For Chapman University

By: _____
Signature

Print Name

Title

Date

For the Client

By: _____
Signature

Peter J. Hardash

Print Name

Vice Chancellor, Business Operations
and Fiscal Services

Title

Date

Rancho Santiago Comm Coll District

Board Meeting of 04/16/19

AP0020

Bank Code: 92 District Funds

Check Registers Submitted for Approval

Page: 1

Checks Written for Period 03/13/19 Thru 03/25/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67008	General Fund Unrestricted	0.00	924.86	-924.86	92*0514180	92*0514180
67196	General Fund Unrestricted	17,534.69	0.00	17,534.69	92*0517193	92*0517212
67197	General Fund Unrestricted	84.45	0.00	84.45	92*0517213	92*0517216
67202	General Fund Unrestricted	9,375.45	0.00	9,375.45	92*0517232	92*0517263
67203	General Fund Unrestricted	130,548.16	0.00	130,548.16	92*0517265	92*0517287
67204	General Fund Unrestricted	5,892.02	0.00	5,892.02	92*0517288	92*0517288
67208	General Fund Unrestricted	19,458.92	0.00	19,458.92	92*0517306	92*0517319
67209	General Fund Unrestricted	22,791.65	0.00	22,791.65	92*0517330	92*0517352
67211	General Fund Unrestricted	4,901.51	0.00	4,901.51	92*0517362	92*0517364
67217	General Fund Unrestricted	16,689.10	0.00	16,689.10	92*0517389	92*0517421
67220	General Fund Unrestricted	1,934.63	0.00	1,934.63	92*0517428	92*0517437
67221	General Fund Unrestricted	7,910.11	0.00	7,910.11	92*0517440	92*0517451
67225	General Fund Unrestricted	1,406.08	0.00	1,406.08	92*0517468	92*0517473
67226	General Fund Unrestricted	3,143.02	0.00	3,143.02	92*0517475	92*0517477
67227	General Fund Unrestricted	175.00	0.00	175.00	92*0517479	92*0517479
67228	General Fund Unrestricted	5,454.58	0.00	5,454.58	92*0517496	92*0517498
67230	General Fund Unrestricted	9,123.87	0.00	9,123.87	92*0517503	92*0517557
67233	General Fund Unrestricted	14,536.69	0.00	14,536.69	92*0517563	92*0517589
67234	General Fund Unrestricted	39,231.27	0.00	39,231.27	92*0517592	92*0517619
Total Fund 11 General Fund Unrestricted		\$310,191.20	\$924.86	\$309,266.34		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67090	General Fund Restricted	0.00	5,308.03	-5,308.03	92*0515515	92*0515516
67195	General Fund Restricted	89,604.23	0.00	89,604.23	92*0517159	92*0517192
67196	General Fund Restricted	812,320.40	0.00	812,320.40	92*0517194	92*0517208
67202	General Fund Restricted	4,741.81	0.00	4,741.81	92*0517229	92*0517264
67203	General Fund Restricted	8,705.73	0.00	8,705.73	92*0517266	92*0517284
67208	General Fund Restricted	130,297.39	0.00	130,297.39	92*0517309	92*0517323
67209	General Fund Restricted	117,548.73	0.00	117,548.73	92*0517326	92*0517349
67211	General Fund Restricted	271,478.26	0.00	271,478.26	92*0517354	92*0517371
67216	General Fund Restricted	1,795.00	0.00	1,795.00	92*0517388	92*0517388
67217	General Fund Restricted	56,043.94	0.00	56,043.94	92*0517390	92*0517420
67218	General Fund Restricted	7,488.95	0.00	7,488.95	92*0517422	92*0517426
67220	General Fund Restricted	15,200.58	0.00	15,200.58	92*0517429	92*0517439
67221	General Fund Restricted	2,233.18	0.00	2,233.18	92*0517445	92*0517449
67222	General Fund Restricted	232,142.42	0.00	232,142.42	92*0517452	92*0517462
67225	General Fund Restricted	5,770.68	0.00	5,770.68	92*0517466	92*0517472
67226	General Fund Unrestricted	2,277.08	0.00	2,277.08	92*0517474	92*0517478
67227	General Fund Restricted	17,579.21	0.00	17,579.21	92*0517480	92*0517495
67230	General Fund Restricted	1,617,641.16	0.00	1,617,641.16	92*0517502	92*0517554
67233	General Fund Unrestricted	568,651.00	0.00	568,651.00	92*0517568	92*0517591
67234	General Fund Restricted	21,879.96	0.00	21,879.96	92*0517595	92*0517620
Total Fund 12 General Fund Restricted		\$3,983,399.71	\$5,308.03	\$3,978,091.68		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67008	GF Unrestricted One-Time Func	0.00	525.60	-525.60	92*0514181	92*0514181
67195	GF Unrestricted One-Time Func	47,215.20	0.00	47,215.20	92*0517171	92*0517172
67202	General Fund Unrestricted	25,000.00	0.00	25,000.00	92*0517228	92*0517228
67203	GF Unrestricted One-Time Func	2,137.09	0.00	2,137.09	92*0517273	92*0517273
67208	GF Unrestricted One-Time Func	1,555.28	0.00	1,555.28	92*0517324	92*0517325
67212	GF Unrestricted One-Time Func	950.00	0.00	950.00	92*0517372	92*0517373
67217	GF Unrestricted One-Time Func	2,288.31	0.00	2,288.31	92*0517401	92*0517403
67220	GF Unrestricted One-Time Func	6,563.31	0.00	6,563.31	92*0517433	92*0517434
67227	GF Unrestricted One-Time Func	1,202.42	0.00	1,202.42	92*0517489	92*0517489
67230	GF Unrestricted One-Time Func	339.75	0.00	339.75	92*0517537	92*0517537
67232	General Fund Unrestricted	1,450.46	0.00	1,450.46	92*0517562	92*0517562
67234	GF Unrestricted One-Time Func	850.00	0.00	850.00	92*0517594	92*0517594
Total Fund 13 GF Unrestricted One-Time		<u><u>\$89,551.82</u></u>	<u><u>\$525.60</u></u>	<u><u>\$89,026.22</u></u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67191	Child Development Fund	6,154.81	0.00	6,154.81	92*0517136	92*0517144
67198	Child Development Fund	1,063.74	0.00	1,063.74	92*0517217	92*0517217
67205	Child Development Fund	21,354.43	0.00	21,354.43	92*0517289	92*0517301
67210	Child Development Fund	1,075.69	0.00	1,075.69	92*0517353	92*0517353
67213	Child Development Fund	4,908.75	0.00	4,908.75	92*0517374	92*0517381
67219	Child Development Fund	831.62	0.00	831.62	92*0517427	92*0517427
67223	Child Development Fund	1,345.55	0.00	1,345.55	92*0517463	92*0517464
67229	Child Development Fund	6,293.00	0.00	6,293.00	92*0517499	92*0517501
67231	Child Development Fund	5,069.62	0.00	5,069.62	92*0517558	92*0517561
Total Fund 33 Child Development Fund		\$48,097.21	\$0.00	\$48,097.21		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67192	Capital Outlay Projects Fund	251,137.79	0.00	251,137.79	92*0517145	92*0517154
67194	Capital Outlay Projects Fund	550.00	0.00	550.00	92*0517158	92*0517158
67199	Capital Outlay Projects Fund	12,660.44	0.00	12,660.44	92*0517218	92*0517218
67206	Capital Outlay Projects Fund	29,086.00	0.00	29,086.00	92*0517302	92*0517303
67214	Capital Outlay Projects Fund	15,288.73	0.00	15,288.73	92*0517382	92*0517386
Total Fund 41 Capital Outlay Projects Fun		<u>\$308,722.96</u>	<u>\$0.00</u>	<u>\$308,722.96</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67193	Bond Fund, Measure Q	963,832.74	0.00	963,832.74	92*0517155	92*0517157
67200	Bond Fund, Measure Q	162,602.75	0.00	162,602.75	92*0517219	92*0517225
Total Fund 43 Bond Fund, Measure Q		<u>\$1,126,435.49</u>	<u>\$0.00</u>	<u>\$1,126,435.49</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67207	Property and Liability Fund	5,396.08	0.00	5,396.08	92*0517304	92*0517305
67215	Property and Liability Fund	9,448.00	0.00	9,448.00	92*0517387	92*0517387
67224	Property and Liability Fund	5,739.19	0.00	5,739.19	92*0517465	92*0517465
Total Fund 61 Property and Liability Fund		\$20,583.27	\$0.00	\$20,583.27		

Checks Written for Period 03/13/19 Thru 03/25/19

67201	Student Financial Aid Fund	65,589.00	0.00	65,589.00	92*0517226	92*0517227
Total Fund 74 Student Financial Aid Fund		<u><u>\$65,589.00</u></u>	<u><u>\$0.00</u></u>	<u><u>\$65,589.00</u></u>		

SUMMARY

Total Fund 11 General Fund Unrestricted	309,266.34
Total Fund 12 General Fund Restricted	3,978,091.68
Total Fund 13 GF Unrestricted One-Time Fund	89,026.22
Total Fund 33 Child Development Fund	48,097.21
Total Fund 41 Capital Outlay Projects Fund	308,722.96
Total Fund 43 Bond Fund, Measure Q	1,126,435.49
Total Fund 61 Property and Liability Fund	20,583.27
Total Fund 74 Student Financial Aid Fund	65,589.00
Grand Total:	<u><u>\$5,945,812.17</u></u>

Checks Written for Period 03/13/19 Thru 03/25/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1A1903316	SAC Diversified Agency Fund	32,678.63	9,217.70	23,460.93	1A*0001616	1A*0001632
1A1903423	SAC Diversified Agency Fund	29,168.57	502.74	28,665.83	1A*0001633	1A*0001653
1A1903525	SAC Diversified Agency Fund	870.00	0.00	870.00	1A*0001654	1A*0001658
Total 1A SAC Diversified Agency Fund		\$62,717.20	\$9,720.44	\$52,996.76		

Checks Written for Period 03/13/19 Thru 03/25/19

<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>
1B1903316	SAC Bookstore Fund	10,650.00	0.00	10,650.00	1B*0001660	1B*0001663
1B1903423	SAC Bookstore Fund	111,212.81	15,511.33	95,701.48	1B*0001664	1B*0001701
Total 1B SAC Bookstore Fund		<u><u>\$121,862.81</u></u>	<u><u>\$15,511.33</u></u>	<u><u>\$106,351.48</u></u>		

Checks Written for Period 03/13/19 Thru 03/25/19

<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>
1C1903423	SAC Community Education Fund	20,925.36	0.00	20,925.36	1C*0001124	1C*0001129
Total 1C SAC Community Education Fund		<u><u>\$20,925.36</u></u>	<u><u>\$0.00</u></u>	<u><u>\$20,925.36</u></u>		

Checks Written for Period 03/13/19 Thru 03/25/19

<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>
1S1903423	SAC Associated Students Fund	689.14	0.00	689.14	1S*0001316	1S*0001317
1S1903525	SAC Associated Students Fund	6,158.75	0.00	6,158.75	1S*0001318	1S*0001324
Total 1S SAC Associated Students Fund		<u><u>\$6,847.89</u></u>	<u><u>\$0.00</u></u>	<u><u>\$6,847.89</u></u>		

Checks Written for Period 03/13/19 Thru 03/25/19

<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>
1T1903316	SAC Diversified Trust Fund	4,443.24	0.00	4,443.24	1T*0001398	1T*0001404
1T1903525	SAC Diversified Trust Fund	361.03	0.00	361.03	1T*0001405	1T*0001405
Total 1T SAC Diversified Trust Fund		<u><u>\$4,804.27</u></u>	<u><u>\$0.00</u></u>	<u><u>\$4,804.27</u></u>		

SUMMARY

Total Fund 1A SAC Diversified Agency Fund	52,996.76
Total Fund 1B SAC Bookstore Fund	106,351.48
Total Fund 1C SAC Community Education Fu	20,925.36
Total Fund 1S SAC Associated Students Fun	6,847.89
Total Fund 1T SAC Diversified Trust Fund	4,804.27
Grand Total:	<u><u>\$191,925.76</u></u>

Checks Written for Period 03/13/19 Thru 03/25/19

<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>
2A1903316	SCC Diversified Agency Fund	803.66	0.00	803.66	2A*0001294	2A*0001298
2A1903423	SCC Diversified Agency Fund	1,357.27	0.00	1,357.27	2A*0001299	2A*0001304
Total 2A SCC Diversified Agency Fund		<u><u>\$2,160.93</u></u>	<u><u>\$0.00</u></u>	<u><u>\$2,160.93</u></u>		

Checks Written for Period 03/13/19 Thru 03/25/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2B1903316	SCC Bookstore Fund	9,212.44	0.00	9,212.44	2B*0001480	2B*0001489
2B1903423	SCC Bookstore Fund	78,442.71	0.00	78,442.71	2B*0001490	2B*0001508
Total 2B SCC Bookstore Fund		<u>\$87,655.15</u>	<u>\$0.00</u>	<u>\$87,655.15</u>		

Checks Written for Period 03/13/19 Thru 03/25/19

<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>
2C1903423	SCC Community Education Fund	1,851.09	0.00	1,851.09	2C*0001102	2C*0001103
Total 2C SCC Community Education Fund		<u>1,851.09</u>	<u>0.00</u>	<u>1,851.09</u>		

Checks Written for Period 03/13/19 Thru 03/25/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2S1903316	SCC Associated Students Fund	1,345.15	0.00	1,345.15	2S*0001215	2S*0001219
2S1903423	SCC Associated Students Fund	337.83	0.00	337.83	2S*0001220	2S*0001221
Total 2S SCC Associated Students Fund		<u>\$1,682.98</u>	<u>\$0.00</u>	<u>\$1,682.98</u>		

Checks Written for Period 03/13/19 Thru 03/25/19

<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>
2T1903423	SCC Diversified Trust Fund	6,580.62	0.00	6,580.62	2T*0001193	2T*0001199
Total 2T SCC Diversified Trust Fund		<u>6,580.62</u>	<u>0.00</u>	<u>6,580.62</u>		

SUMMARY

Total Fund 2A SCC Diversified Agency Fund	2,160.93
Total Fund 2B SCC Bookstore Fund	87,655.15
Total Fund 2C SCC Community Education Fu	1,851.09
Total Fund 2S SCC Associated Students Fun	1,682.98
Total Fund 2T SCC Diversified Trust Fund	6,580.62
Grand Total:	<u><u>\$99,930.77</u></u>

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 03/13/2019 To 03/25/2019
Board Meeting on 04/16/2019

No. 4.2

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>		
2000 CLASSIFIED SALARIES		862
3000 EMPLOYEE BENEFITS		221
4000 SUPPLIES & MATERIALS		105,163
5000 OTHER OPERATING EXP & SERVICES	5,420	
6000 CAPITAL OUTLAY	100,826	
Total Transfer Fund 11	\$106,246	\$106,246
<u>Fund 12: General Fund Restricted</u>		
1000 ACADEMIC SALARIES		117,973
2000 CLASSIFIED SALARIES		11,104
3000 EMPLOYEE BENEFITS		26,547
4000 SUPPLIES & MATERIALS		22,363
5000 OTHER OPERATING EXP & SERVICES	102,207	
6000 CAPITAL OUTLAY	70,709	
7000 OTHER OUTGO	5,071	
Total Transfer Fund 12	\$177,987	\$177,987
<u>Fund 33: Child Development Fund</u>		
4000 SUPPLIES & MATERIALS		10,000
6000 CAPITAL OUTLAY	10,000	
Total Transfer Fund 33	\$10,000	\$10,000
BUDGET INCREASES AND DECREASES		
	Revenue	Appropriation
<u>Fund 12: General Fund Restricted</u>		
8100 FEDERAL REVENUES	20,000	
8600 STATE REVENUES	38,258	
8800 LOCAL REVENUES	3,715	
1000 ACADEMIC SALARIES		32,734
2000 CLASSIFIED SALARIES		17,684
3000 EMPLOYEE BENEFITS		17,757
4000 SUPPLIES & MATERIALS		163
5000 OTHER OPERATING EXP & SERVICES		18,156
6000 CAPITAL OUTLAY		(21,995)
7000 OTHER OUTGO		(2,526)
Total Transfer Fund 12	\$61,973	\$61,973
<u>Fund 74: Student Financial Aid Fund</u>		
8600 STATE REVENUES	152,500	
7000 OTHER OUTGO		152,500
Total Transfer Fund 74	\$152,500	\$152,500

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 03/13/2019 To 03/25/2019

Board Meeting on 04/16/2019

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>			
B025471	03/20/19		
4000	SUPPLIES & MATERIALS		100,000
6000	CAPITAL OUTLAY	100,000	
		<hr/>	<hr/>
Total Reference B025471		\$100,000	\$100,000
Reason:	Adjustment		
Description:	Repl survInc cam's distrctwide		
<u>Fund 12: General Fund Restricted</u>			
B025450	03/14/19		
2000	CLASSIFIED SALARIES		40,000
3000	EMPLOYEE BENEFITS		3,532
5000	OTHER OPERATING EXP & SERVICES	43,532	
		<hr/>	<hr/>
Total Reference B025450		\$43,532	\$43,532
Reason:	Special Project Adjustment		
Description:	New hire presenter I (misc schedule)		
B025511	03/25/19		
1000	ACADEMIC SALARIES		102,700
2000	CLASSIFIED SALARIES		2,761
3000	EMPLOYEE BENEFITS		24,556
4000	SUPPLIES & MATERIALS	3,557	
5000	OTHER OPERATING EXP & SERVICES	56,778	
6000	CAPITAL OUTLAY	69,682	
		<hr/>	<hr/>
Total Reference B025511		\$130,017	\$130,017
Reason:	Special Project Adjustment		
Description:	Clear out negative balances		
BUDGET INCREASES AND DECREASES		Revenue	Appropriation
<u>Fund 12: General Fund Restricted</u>			
B025452	03/14/19		
8600	STATE REVENUES	49,000	
1000	ACADEMIC SALARIES		16,555
2000	CLASSIFIED SALARIES		13,057
3000	EMPLOYEE BENEFITS		5,888
4000	SUPPLIES & MATERIALS		550
5000	OTHER OPERATING EXP & SERVICES		11,350
6000	CAPITAL OUTLAY		1,600
		<hr/>	<hr/>
Total Reference B025452		\$49,000	\$49,000
Reason:	New Budget		
Description:	Setup approved budget for SP #2256 College Textbook Grant		
<u>Fund 74: Student Financial Aid Fund</u>			
B025491	03/21/19		
8600	STATE REVENUES	150,000	
7000	OTHER OUTGO		150,000
		<hr/>	<hr/>
Total Reference B025491		\$150,000	\$150,000
Reason:	Special Project Adjustment		
Description:	SSCG P1ApportSCC		

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

To:	Board of Trustees	Date: April 16, 2019
Re:	Approval of Amendment to Agreement with Hammel, Green and Abrahamson, Inc. - Professional Design Services for the Science Center Project at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

This is an amendment to an existing agreement to clarify language in the list of sub-consultants in the original agreement due to a missing listed sub-consultant. The amendment is to add the name of the electrical lab planner consultant, Michael Wall Engineering. On October 13, 2014 the Board of Trustees approved an agreement with Hammel, Green and Abrahamson, Inc. (HGA) for professional design services for the new Science Center at Santa Ana College – to see original agreement, please [click here](#). This electrical lab planner has been involved throughout the project, but the District recently discovered they are not included on the sub-consultants list for the project and that their name was inadvertently missing from the list contained in the original agreement.

ANALYSIS:

The amendment is to add an electrical lab planner consultant, Michael Wall Engineering to the sub-consultant list in the original agreement. There is no change to the terms, amount or duration of the contract. This amendment is to clarify the agreement language only. The contract amount of \$4,833,111 and contract duration from October 14, 2014 through June 30, 2020 remain the same.

This agreement is funded by Measure Q.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amendment to the agreement with Hammel, Green and Abrahamson, Inc. - Professional Design Services for the Science Center Project at Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date: April 16, 2019
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: 4/16/19

Project: Science Center

Site: **Santa Ana College**

Consultants: **Hammel, Green and Abrahamson, Inc.**

Type of Service: Architectural and Engineering Professional Design Services

Agreement Summary	Amount	Reimbursables	Duration	
			Start	End
Original Contract Amount	\$3,909,395.00	\$200,000.00	10/14/2014	12/31/2019
Amendment #1	\$21,860.00		10/14/2014	12/31/2019
Amendment #2	\$480,000.00		10/14/2014	6/30/2020
Amendment #3	\$21,710.00		10/14/2014	6/30/2020
Amendment #4	\$73,172.00		10/14/2014	6/30/2020
Amendment #5	\$121,974.00	\$5,000.00	10/14/2014	6/30/2020
Amendment #6		N/A		
Total Agreement Amount	\$4,833,111.00			

AGREEMENT NO: 0077.00/DESCRIPTION:

Amendment #6 to clarify the agreement language only.

This agreement #0077.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

Total Proposed Amount:

N/A

New Contract End Date:

6/30/2020

SIXTH AMENDMENT TO AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **17TH** day of **APRIL** in the year **2019**, between **HAMMEL, GREEN AND ABRAHAMSON, INC.**, hereinafter referred to as “**CONSULTANT**” and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

1. To amend that certain AGREEMENT No. 0077.00 entered into on October 13, 2014, and amended on April 13, 2015, August 13, 2015, February 22, 2016, March 27, 2017 and July 17, 2017 to provide Architectural Services for the Science Center at Santa Ana College. Please amend the AGREEMENT to include the following:
 - A. By adding the name of an Electrical Lab Planner Consultant “Michael Wall Engineering” per the attached Exhibit A.
2. Except as amended herein, the terms and conditions of AGREEMENT #00077.00 effective October 13, 2014, shall remain in full force and effect.

HAMMEL, GREEN, ABRAHAMSON, INC.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

By _____

By _____

Print Name _____

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

Title _____

Date _____

Date _____

Email _____

COPIES TO:

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

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

EXHIBIT “A”

1. Sub-Consultant:

Update to Exhibit C and Exhibit F of the original agreement #0077.00; to add the following electrical lab planner Consultant:

Company	Key Personnel
Michael Wall Engineering 4770 Campus Drive, #200 Newport Beach, CA 92660 Ph: (949) 864-0600	Guy J. Carpino (E 15951) <i>gcarpino@mwalleng.com</i>

Hourly Rates for Michael Wall Engineering shall remain as per the hourly rates noted in the original agreement; per RFD hourly rates (original agreement #0077.00)

Position	Name of Personnel	Hourly Rate
Laboratory Consultant	Guy J. Carpino	\$200
Laboratory Engineer		\$200
Laboratory Programmer		\$180
Production Coordinator		\$135
CADD Operator – Plumbing		\$120
CADD Operator		\$110
Technical Writer		\$100

Any changes to personnel shall be in accordance per Article 1.0.4 of the Original Agreement.

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

To:	Board of Trustees	Date: April 16, 2019
Re:	Reject all Bids for Bid #1365 – Emergency Blue Phone & Accessible Path of Travel at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

This is an approval for the rejection of Bid #1365 Emergency Blue Phone & Accessible Path of Travel work at Santa Ana College. This project includes replacing nine existing yellow call boxes with blue light emergency phone towers and installs four new phone towers at different locations across campus. The bid is for the installation and labor services only as the purchase of the 13 new blue light emergency phone towers are under separate contract as approved by the Board of Trustees on September 10, 2018 to utilize the California Multiple Award Schedules (CMAS) contract for the procurement of the blue light emergency phone towers.

The emergency phones are intended to be highly visible on campus and the locations have been coordinated with the recommendation of the college and Campus Safety. There are currently seven existing blue light emergency phone towers that were installed as part of the Central Plant Utility Infrastructure project. This project is to upgrade the remaining old emergency phones and add additional emergency phones all of which will communicate directly with Campus Safety, which will provide for a total of 20 emergency blue phone locations across campus. The project has received Division of the State Architect (DSA) approval.

ANALYSIS:

Bid #1365 Emergency Blue Phone & Accessible Path of Travel at Santa Ana College was advertised in the Orange County Register on February 19, 2019 and February 24, 2019. A Notice Inviting Formal Bids was sent to 100 contractors from the District's qualified contractors list on February 14, 2019.

A mandatory job walk was conducted on February 25, 2019, and there were seven attendees. Bids were opened on March 13, 2019 as noted on the attached bid summary. The District received two bids for the project. Upon review of both bids, the District recommends rejection of all bids. Both bidders were deemed non-responsive due to failing to acknowledge the addendum which is a requirement on the bid proposal.

Staff is currently re-evaluating the scope of work, the budget, and construction schedule, and does not recommend awarding the bid at this time. The project will need to be re-bid after further review of the construction schedule.

RECOMMENDATION:

It is recommended that the Board of Trustees reject all bids for Bid #1365 – Emergency Blue Phone & ADA Path of Travel at Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date: April 16, 2019
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 #1365

PROJECT: Emergency Blue Phone & ADA Path of Travel (POT)
at Santa Ana College

TIME: 2:00 P.M.
DATE: March 13, 2019

REJECT ALL BIDS

BIDDERS

TOTAL BASE BID AMOUNT

RAMCO General Engineering Contractors, Incorporated
P.O. Box 920878
Sylmar, CA 91392

\$76,000
*Non-responsive

Newbuild Construction and Restoration, Incorporated
625 West Katella Avenue, #27
Orange, CA 92867

\$88,000
*Non-responsive

2 TOTAL BIDDERS

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

To:	Board of Trustees	Date: April 16, 2019
Re:	Award of Bid #1364 – Safety Department Portable Offices at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

This is an approval for the award of Bid #1364 for the Safety Department Portable Offices project at Santiago Canyon College for labor installation and site utility improvement work associated with the portables. The purchase of the portables is under separate agreement. The portables will serve as the operations center for the department. The Safety/Security department is currently located in the U Village portables temporarily until the new portables are constructed. The department is in need of an operations center that is permanent and more centrally located on campus which will be visible to the public. The custom designed portables will accommodate new offices and staff workstations, an emergency operation center with generator power backup, parking spaces, cart chargers, locker rooms, appropriate storage for weapons and emergency supplies. The project will include limited exterior site improvements, new exterior concrete slab, exterior accessible improvements, exterior utility site work, and provide for new dual electric vehicle charging stations (The first accessible electric vehicle charging stations on campus.). The project has received Division of the State Architect (DSA) approval.

ANALYSIS:

Bid #1364 Safety Department Portable Offices at Santiago Canyon College was advertised in the Orange County Register on February 10, 2019 and February 17, 2019. A Notice Inviting Formal Bids was sent to 100 contractors from the District's qualified contractors list on February 8, 2019.

A mandatory job walk was conducted on February 19, 2019 and there were nine attendees. A second mandatory job walk was conducted on February 26, 2019 and there were two attendees. Bids were opened on March 12, 2019, as noted on the attached bid summary. The District received four bids for the project. R2Build dba R2B Engineering (Laguna Hills) submitted the lowest responsive bid in the amount of \$839,000. District staff has completed a due diligence review of contract documents to ensure compliance with license and bid bond requirements. After review of the bid received, the District recommends approval of award of Bid #1364 to R2Build dba R2B Engineering.

The purchase of the portables is under separate agreement and was approved by the Board on April 23, 2018 to utilize a piggy-back agreement with Chawanakee Unified School District to Class Leasing, LLC portables. The estimate of costs for portable purchase is \$691,867.70.

The anticipated start date is April 29, 2019. The estimated construction duration is 200 calendar days.

This project is funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees award Bid #1364 to R2Build dba R2B Engineering for Safety Department Portable Offices at Santiago Canyon College as presented.

Fiscal Impact:	\$839,000	Board Date: April 16, 2019
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 #1364

PROJECT: Safety Department Portable Offices at Santiago Canyon College

TIME: 2:00 P.M.
DATE: March 12, 2019

BIDDERS

TOTAL BASE BID AMOUNT

R2Build dba R2B Engineering
23441 South Pointe Drive, Suite 280
Laguna Hills, CA 92653

\$839,000

R Dependable Construction, Incorporated
1019 West 3rd Street, Suite B
San Bernardino, CA 92410

\$997,000
*Non-responsive

Patriot Contracting & Engineering, Incorporated
22601 La Palma Avenue, #100
Yorba Linda, CA 92887

\$1,218,000

Astra Builders, Incorporated
1227 South Dale Avenue
Anaheim, CA 92804

\$1,568,490

4 TOTAL BIDDERS

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

To:	Board of Trustees	Date: April 16, 2019
Re:	Approval of Agreement with Leighton Consulting, Inc. – Materials Testing and Special Inspection Services for the Safety Department Portable Offices at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

This is a new agreement for materials testing and special inspection services for the Safety Department Portable Offices project at Santiago Canyon College. Materials testing and special inspection services are required by the California Administrative Code (Title 24, Part 1) to be performed by testing laboratories acceptable to the Division of the State Architect (DSA). The DSA Form 103, Listing of Structural Tests and Special Inspections, summarizes the structural tests and some of the special inspections required for the project. Special inspections include verification of concrete mix design, batch plant inspection, rebar / reinforcing steel inspection, steel fabrication and welding. Generally, the structural tests and special inspections noted on the form are those that will be performed by the Geotechnical Engineer of Record, Special Inspector, or Laboratory of Record. The project requires the assistance of a qualified and competent materials and testing consultant during construction activities. Leighton Consulting, Inc. is proposed to cover services required of both the special inspector and laboratory of record.

The portable offices will serve as the operations center for the department. The Safety/Security department is currently located in the U Village portables temporarily until the new portables are constructed. The department is in need of an operations center that is permanent and more centrally located on campus that is visible to the public. The custom designed portable offices will accommodate new offices and staff workstations, an emergency operation center with generator power backup, parking spaces, cart chargers, locker rooms, appropriate storage for weapons and emergency supplies. The project will require limited exterior site improvements, new exterior concrete slab, exterior accessible improvements, exterior utility site work, and dual electric vehicle charging stations.

ANALYSIS:

A Request for Proposal (RFP) #1819-236 for materials testing and special inspection services for Safety Department Portable Offices at Santiago Canyon College was solicited to eight prequalified firms on February 1, 2019 with a due date of February 27, 2019. The District received four proposals from Converse Consultants (Costa Mesa); C.E.M. Lab (Irvine); Leighton Consulting, Inc. (Irvine); and Southwest Inspection & Testing, Inc. (La Habra). A selection panel reviewed the proposals on March 8, 2019 and March 14, 2019. The panel interviewed Leighton Consulting, Inc. and Southwest Inspection & Testing, Inc. on March 20, 2019. The panel reviewed the timeliness and completeness of responses; technical qualifications and competence; record of past performance; approach to work; ability to meet the anticipated schedule; and the ability to resource the project appropriately with cost control measures. After a thorough review, the panel recommends Leighton Consulting, Inc. by consensus based upon the culmination of their RFP response and responsiveness, qualifications, interviews, experience, team members,

reference checks, approach to the project, fee, schedule, knowledge, experience, and ability to meet the anticipated schedule.

The services covered by this agreement shall commence April 17, 2019 and end June 30, 2020. The agreement is an hourly not to exceed fee of \$45,837. The contract hourly rate shall remain the same through the duration of the contract term. The District has reviewed the fee and finds it reasonable, within industry standards and similar to other prequalified materials testing and special inspection firms.

This agreement is funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with Leighton Consulting, Inc. – Materials Testing and Special Inspection Services for the Safety Department Portable Offices at Santiago Canyon College as presented.

Fiscal Impact:	\$45,837	Board Date: April 16, 2019
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: 4/16/2019

Project: Safety Department Portable Offices

Site: **Santiago Canyon College**

Consultants: **Leighton Consulting, Inc.**

Type of Service: Materials Testing and Special Inspection Services

Agreement Summary	Amount	Reimbursables	Duration	
			Start	End
Original Contract Amount	\$45,837.00		4/17/2019	6/30/2020
Total Agreement Amount	\$45,837.00			

AGREEMENT NO: 0341.00/ DESCRIPTION:

This agreement #0341.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$45,837.00**

Contract End Date: **6/30/2020**

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

To:	Board of Trustees	Date: April 16, 2019
Re:	Approval of Agreement with Southwest Inspection and Testing, Inc. – Geotechnical Consulting Services for Safety Department Portable Offices at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

This is a new agreement for geotechnical testing and inspection and soils import/export testing consulting services for the Safety Department Portable Offices project at Santiago Canyon College. Geotechnical testing and inspection services are required by the California Administrative Code (Title 24, Part 1) during the construction phase. The Division of State Architect (DSA) Form 103, Listing of Structural Tests and Special Inspections, summarizes the geotechnical tests and inspections required for the project. Tests include verification of footing excavations, soils testing to ensure proper soil infill material, and site preparation for building foundation. The geotechnical tests and special inspections noted on the Form 103 are those that will be performed by the Geotechnical Engineer of Record. Southwest Inspection and Testing, Inc. is the Geotechnical Engineer of Record through an agreement that was part of the design phase. The portable offices will serve as the operations center for the department.

The Safety/Security department is currently located in the U Village portables temporarily until the new portables are constructed. The department is in need of an operations center that is permanent and more centrally located on campus that is visible to the public. The custom designed portable offices will accommodate new offices and staff workstations, an emergency operation center with generator power backup, parking spaces, cart chargers, locker rooms with appropriate storage for weapons and emergency supplies. The project will require limited exterior site improvements, new exterior concrete slab, exterior accessible improvements, exterior utility site work, and dual electric vehicle charging stations.

ANALYSIS:

A Request for Proposal #1819-240 for geotechnical consulting services for Safety Department Portable Offices at Santiago Canyon College was solicited to 11 prequalified firms on February 8, 2019 with a due date of March 7, 2019. The District received seven proposals from Converse Consultants (Costa Mesa); Koury Engineering & Testing, Inc. (Chino); Leighton Consulting, Inc. (Irvine); MTGL, Inc. (Anaheim); Ninyo & Moore Geotechnical & Environmental Sciences Consultants (Irvine); Petra Geosciences, Inc. (Costa Mesa); and Southwest Inspection and Testing, Inc. (La Habra). A selection panel convened on March 14, 2019 to review the proposals. The panel reviewed the timeliness and completeness of responses; technical

qualifications and competence; record of past performance; approach to work; ability to meet the anticipated schedule; and the ability to resource the project appropriately with cost control measures. The panel recommends Southwest Inspection and Testing, Inc. by consensus based upon the culmination of their RFP response and responsiveness, qualifications, interviews, experience, team members, reference checks, approach to the project, fee, knowledge, and ability to meet the anticipated schedule. It is recommended that the District enter into an agreement with Southwest Inspection and Testing, Inc. for geotechnical consulting services for Safety Department Portable Offices at Santiago Canyon College.

The services covered by this agreement shall commence April 17, 2019 and end June 30, 2020. The agreement is an hourly not to exceed fee of \$23,975. The contract hourly rate shall remain the same through the duration of the contract term. The District has reviewed the fee and finds it reasonable, within industry standards and similar to other prequalified geotechnical firms.

This agreement is funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with Southwest Inspection and Testing, Inc. – Geotechnical Consulting Services for Safety Department Portable Offices at Santiago Canyon College as presented.

Fiscal Impact:	\$23,975	Board Date: April 16, 2019
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: 4/16/19

Project: Safety Department Portable Offices

Site: **Santiago Canyon College**

Consultants: **Southwest Inspection and Testing, Inc.**

Type of Service: Geotechnical Consulting Services

Agreement Summary	Amount	Reimbursables	Start	Duration	End
Original Contract Amount	\$23,975.00		4/17/2019		6/30/2020
Total Agreement Amount	\$23,975.00				

AGREEMENT NO: 0340.00/ DESCRIPTION:

This agreement #0340.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$23,975.00**

Contract End Date: **6/30/2020**

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

To:	Board of Trustees	Date: April 16, 2019
Re:	Approval of Agreement with H.B.I. Inspections – Project Inspector Services for Safety Department Portable Offices at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

This is a new agreement for Division of State Architect (DSA) project inspector services for the Safety Department Portable Offices project at Santiago Canyon College. In accordance with the DSA requirements, the Safety Department Portable Offices project is required to be overseen by a DSA certified Class 1 project inspector to ensure the project is constructed in accordance with the DSA approved plans and specifications. The portable offices will serve as the operations center for the department. The Safety/Security department is currently located in the U Village portables temporarily until the new portables are constructed. The department is in need of an operations center that is permanent and more centrally located on campus that is visible to the public. The custom designed portable offices will accommodate new offices and staff workstations, an emergency operation center with generator power backup, parking spaces, cart chargers, locker rooms with showers, appropriate storage for weapons and emergency supplies.

ANALYSIS:

A Request for Proposal #1819-235 for DSA project inspector services for Safety Department Portable Offices at Santiago Canyon College was solicited to eight prequalified firms on January 29, 2019 with a due date of February 25, 2019. The District received two responses from H.B.I. Inspections (Chino Hills) and Vital Inspections Services, Inc. (Anaheim). A screening panel convened on February 26, 2019 to review the proposals. The panel interviewed both firms on March 4, 2019. The panel recommends H.B.I. Inspections by consensus after a thorough review based upon the culmination of their RFP response, experience, team members, reference checks, and approach to the project, hourly rate, and interview performance. The selection was also based on consideration of the construction schedule, familiarity with the scope of work, and type of inspection needed for the project. It is recommended that the District enter into an agreement with H.B.I. Inspections for DSA inspector services for a Class 1 inspector for the project.

The services covered by this agreement shall commence April 17, 2019 and end June 30, 2020. The contract is an hourly not to exceed fee of \$88,976 based off a Class 1 inspector rate of \$83.00 an hour. The contract hourly rate shall remain the same through the duration of the contract term. The District has reviewed the fee and finds it reasonable, within industry standards and similar to other prequalified inspection firms.

This agreement is funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with H.B.I. Inspections – Project Inspector Services for Safety Department Portable Offices at Santiago Canyon College as presented.

Fiscal Impact:	\$88,976	Board Date: April 16, 2019
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: 4/16/19

Project: Safety Department Portable Offices

Site: **Santiago Canyon College**

Consultants: H.B.I. Inspections

Type of Service: Project Inspector Services

Agreement Summary	Amount	Reimbursables	Start	Duration	End
Original Contract Amount	\$88,976.00		4/17/2019		6/30/2020
Total Agreement Amount	\$88,976.00				

AGREEMENT NO: 0338.00/ DESCRIPTION:

This agreement #0338.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$88,976.00**

Contract End Date: **6/30/2020**

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

To:	Board of Trustees	Date: April 16, 2019
Re:	Approval of California Multiple Award Schedule (CMAS) Contract #4-18-71-0130C to Nova Solutions, Inc.	
Action:	Request for Approval	

BACKGROUND:

In anticipation of construction completion of the new Science Center, Johnson Student Center, and Health Science buildings at Santa Ana College, planning continues on the procurement of furniture and equipment. We have identified a contract that Nova Solutions Inc. has entered into with the State of California, California Multiple Award Schedule known as (CMAS). This CMAS contract is based on the products and pricing from the Federal General Services Administration (GSA) Contract #GS-28F-005GA. To utilize this contract, Board of Trustees approval is required.

ANALYSIS:

One unique piece of furniture being procured is the instructor lectern that is American Disabilities Act (ADA) compliant. Three different manufacturers of the ADA compliant lecterns, which double as audio/visual cabinets, were demonstrated to the staff, including Media Services and the ITS department. The instructor lecterns by Nova Solutions, Inc. were chosen based on quality, flexibility, and pricing. To see the original agreement, please [click here](#).

Utilization of CMAS Contract #4-18-71-0130C will allow the District to purchase furniture and equipment as well as future Nova Solutions Inc. products on an as-needed basis. CMAS pricing mirrors the GSA pricing, this contract provides discounts ranging from 59.7% - 61.7% depending on the product. The contract is in accordance with the terms and conditions negotiated by the state and meets all legal requirements allowing California Community Colleges to piggyback and is in effect through February 23, 2022. The price of the initial purchase is \$54,013.65. The District anticipates utilizing this CMAS contract for future purchases for the newly constructed buildings as needed.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the District's use of the CMAS Contract #4-18-71-0130C including renewals, supplements and extensions on an as needed basis awarded to Nova Solutions, Inc. as presented.

Fiscal Impact:	\$54,013.65 for initial purchase	Board Date: April 16, 2019
Prepared by:	Linda Melendez, 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
DISTRICT OFFICE – BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: April 16, 2019
Re:	Approval of Surplus Property	
Action:	Request for Approval	

BACKGROUND

The District has accumulated a considerable amount of surplus property which requires an auction to dispose of the items. Legally, in order to dispose of District property, the Board of Trustees must take action to declare the left over items as surplus prior to the auction.

ANALYSIS

An open house was held on March 20, 2019 for District staff to select usable items for their divisions or departments. The same day, an open house was held for non-profit organizations and school districts to select from the remaining items per Board Policy 6550. One (1) non-profit organization attended the preview. Attached is a listing of the surplus property as of March 26, 2019. This record will change as items move in and out of storage. Also included will be residual items from the vacated Orange Education Center site and non-inventoried, miscellaneous items and e-waste that are not listed but will be auctioned or disposed.

Therefore, it is recommended that The Liquidation Company (TLC) auctions the District's surplus property in accordance with the terms and conditions of the current contract. The auctioneer's commission fee is 45.00% of the gross sales which is competitive for off-site auctions. The fee from TLC includes advertising, transportation, labor and other related functions. Their performance and service has been very satisfactory. The advantages of using TLC are that they take the majority of our surplus property which is rare among auctioneers and they are licensed e-waste collectors. The current contract with TLC expires June 30, 2021.

Following the auction, District staff shall discard any remaining surplus property. This is in accordance with Board Policy 6550 and AR6550.

RECOMMENDATION

It is recommended that the Board of Trustees declare the attached item list as surplus property and to utilize The Liquidation Company to conduct an auction as presented.

Fiscal Impact:	Revenue to be Determined	Board Date: April 16, 2019
Prepared by:	Linda Melendez, Director, Purchasing Services	
Submitted by:	Peter Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Recommended by:	Raúl Rodriguez, Chancellor	

Rancho Santiago Community College District

Surplus Inventory as of March 26, 2019

TAG	TYPE	DESCRIPTION	SERIAL NO	STATUS	SPPJ	BLDG	ROOM	ACQRD	LAST INV DT	COST
304077	TE	COMPUTER, USM PENTIUM II W/MONITOR	57074100	N	2000	SW	SW	6/30/07	11/30/18	\$1,739.00
318215	TE	COMPUTER, DELL	98TYDC1	N	2370	SW	SW	1/25/07	1/9/19	\$1,089.35
318217	TE	COMPUTER, DELL	49TYDC1	N	2370	SW	SW	1/25/07	1/8/19	\$1,089.35
318221	TE	COMPUTER, DELL	19TYDC1	N	2370	SW	SW	1/25/07	1/8/19	\$1,089.35
318224	TE	COMPUTER, DELL	FZ55FC1	N	2370	SW	SW	1/25/07	1/8/19	\$1,089.35
318228	TE	COMPUTER, DELL	7065FC1	N	2370	SW	SW	1/25/07	1/9/19	\$1,089.35
318229	TE	COMPUTER, DELL	B065FC1	N	2370	SW	SW	1/25/07	1/8/19	\$1,089.35
318508	TE	COMPUTER, DELL	27LY9C1	N	2593	SW	SW	1/3/07	1/8/19	\$1,395.40
318509	TE	COMPUTER, DELL	H6LY9C1	N	2593	SW	SW	1/3/07	1/8/19	\$1,395.40
318511	TE	COMPUTER, DELL	J6LY9C1	N	2593	SW	SW	1/3/07	1/8/19	\$1,395.40
318512	TE	COMPUTER, DELL	B6LY9C1	N	2593	SW	SW	1/3/07	1/8/19	\$1,395.40
318513	TE	COMPUTER, DELL	17LY9C1	N	2593	SW	SW	1/3/07	1/8/19	\$1,395.40
318514	TE	COMPUTER, DELL	47LY9C1	N	2593	SW	SW	1/3/07	1/8/19	\$1,395.40
318526	TE	COMPUTER, DELL	59LY9C1	N	2370	SW	SW	1/4/07	11/14/18	\$1,231.58
318616	TE	COMPUTER,	7NWSGC1	N	2230	SW	SW	2/6/07	2/5/19	\$1,396.89
318619	EQ	CAMERA,	3133980	N	0000	SW	SW	2/12/07	2/25/19	\$1,309.16
318620	EQ	CAMERA,	3133979	N	0000	SW	SW	2/12/07	2/25/19	\$1,309.16
318629	TE	LAPTOP, W/1907FP	FSGHKC1	N	0000	SW	SW	2/22/07	1/23/19	\$2,280.17
318692	TE	COMPUTER, DELL		N	2190	SW	SW	2/20/07	1/9/19	\$1,594.34
318694	TE	COMPUTER, DELL		N	2190	SW	SW	2/20/07	1/9/19	\$1,594.34
318695	TE	COMPUTER, DELL		N	2190	SW	SW	2/20/07	1/9/19	\$1,594.34
318698	TE	COMPUTER, DELL		N	2190	SW	SW	2/20/07	1/9/19	\$1,594.34
318699	TE	COMPUTER, DELL		N	2190	SW	SW	2/20/07	1/9/19	\$1,594.34
318738	TE	COMPUTER,	78K6QC1	N	2001	SW	SW	3/26/07	1/9/19	\$1,594.09
318754	TE	LAPTOP, MEDIA STAFF	7TSVQC1	N	2593	SW	SW	4/2/07	1/9/19	\$1,674.85
318774	TE	LAPTOP, MEDIA	1VSVQC1	N	2370	SW	SW	4/2/07	1/9/19	\$1,674.87
318775	TE	LAPTOP, MEDIA	GTSVQC1	N	2370	SW	SW	4/2/07	1/9/19	\$1,674.87
318776	TE	LAPTOP, MEDIA	9TSVQC1	N	2370	SW	SW	4/2/07	1/9/19	\$1,674.87
318866	EQ	MARKERBOARD,		N	0000	SW	SW	3/28/07	2/25/19	\$1,346.88
318881	TE	PRINTER,	CNRXG67598	N	2190	SW	SW	4/16/07	11/9/18	\$1,185.25
318882	TE	PRINTER,	CNRXB82223	N	0000	SW	SW	4/17/07	2/5/19	\$1,582.06
318907	EQ	LCD HDTV,	B701856416	N	3001	SW	SW	4/26/07	1/3/19	\$3,343.79
318914	TE	COMPUTER,	9L6PVC1	N	2370	SW	SW	4/24/07	11/2/18	\$1,034.34

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TAG	TYPE	DESCRIPTION	SERIAL NO	STATUS	SPPJ	BLDG	ROOM	ACQRD	LAST INV DT	COST
318917	TE	COMPUTER,	DL6PVC1	N	2370	SW	SW	4/24/07	11/2/18	\$1,034.34
318932	EQ	PROJECTOR	049390	N	2370	SW	SW	4/27/07	1/9/19	\$1,494.49
318933	EQ	PROJECTOR	049288	N	2370	SW	SW	4/27/07	1/9/19	\$1,494.49
319108	EQ	CREASER,		N	0000	SW	SW	5/8/07	1/15/19	\$7,488.63
319164	TE	LAPTOP, STAFF USE	DQC5ZC1	N	0000	SW	SW	5/27/07	1/23/19	\$1,722.47
319165	TE	LAPTOP COMPUTER,	1RC5ZC1	N	0000	SW	SW	5/27/07	1/23/19	\$1,722.47
319366	TE	COMPUTERS,	54WJ2D1	N	2190	SW	SW	6/18/07	11/2/18	\$1,249.28
319367	TE	COMPUTERS,	98WJ2D1	N	2190	SW	SW	6/18/07	11/2/18	\$1,249.28
319368	TE	COMPUTERS,	38WJ2D1	N	2190	SW	SW	6/18/07	11/2/18	\$1,249.28
319369	TE	COMPUTERS,	15WJ2D1	N	2190	SW	SW	6/18/07	11/2/18	\$1,249.28
319370	TE	COMPUTERS,	44WJ2D1	N	2190	SW	SW	6/18/07	11/2/18	\$1,249.28
319371	TE	COMPUTERS,	34WJ2D1	N	2190	SW	SW	6/18/07	11/2/18	\$1,249.28
319372	TE	COMPUTERS,	B8WJ2D1	N	2190	SW	SW	6/18/07	11/2/18	\$1,249.28
319373	TE	COMPUTERS,	B4WJ2D1	N	2190	SW	SW	6/18/07	11/2/18	\$1,249.28
319374	TE	COMPUTERS,	D4WJ2D1	N	2190	SW	SW	6/18/07	11/2/18	\$1,249.28
319375	TE	COMPUTERS,	84WJ2D1	N	2190	SW	SW	6/18/07	11/2/18	\$1,249.28
319377	TE	COMPUTERS,	J4WJ2D1	N	2190	SW	SW	6/18/07	11/2/18	\$1,249.28
319378	TE	COMPUTERS,	G5WJ2D1	N	2190	SW	SW	6/18/07	11/2/18	\$1,249.28
319379	TE	COMPUTERS,	C5WJ2D1	N	2190	SW	SW	6/18/07	11/2/18	\$1,249.28
319380	TE	COMPUTERS,	35WJ2D1	N	2190	SW	SW	6/18/07	11/2/18	\$1,249.28
319381	TE	COMPUTERS,	J3WJ2D1	N	2190	SW	SW	6/18/07	11/2/18	\$1,249.28
319382	TE	COMPUTERS,	D5WJ2D1	N	2190	SW	SW	6/18/07	11/2/18	\$1,249.28
319383	TE	COMPUTERS,	C8WJ2D1	N	2190	SW	SW	6/18/07	11/2/18	\$1,249.28
319385	TE	COMPUTERS,	75WJ2D1	N	2190	SW	SW	6/18/07	11/2/18	\$1,249.28
319386	TE	COMPUTERS,	78WJ2D1	N	2190	SW	SW	6/18/07	11/2/18	\$1,249.28
319501	EQ	PROJECTOR	062746	N	2410	SW	SW	6/27/07	1/8/19	\$1,576.38
319502	EQ	PROJECTOR	062926	N	2410	SW	SW	6/27/07	1/9/19	\$1,576.38
319503	EQ	PROJECTOR	062319	N	2410	SW	SW	6/27/07	1/9/19	\$1,576.38
319504	TE	TABLET	CND7250YFW	N	2410	SW	SW	6/28/07	1/9/19	\$1,410.53
319505	TE	TABLET,	CND7250YKTF	N	2410	SW	SW	6/28/07	1/9/19	\$1,410.53
319507	TE	TABLET,	CND7250YYHM	N	2410	SW	SW	6/28/07	1/9/19	\$1,410.53
319585	TE	COMPUTER, DELL	53V93D1	N	2370	SW	SW	6/28/07	11/2/18	\$1,201.17
319590	TE	COMPUTER, DELL	20BH3D1	N	2370	SW	SW	6/28/07	11/2/18	\$1,201.17
319727	TE	COMPUTER		N	2593	SW	SW	1/16/07	1/8/19	\$1,359.86
319879	TE	COMPUTER, DELL OPTIPLEX	8GF1WD1	N	3390	SW	SW	10/16/07	11/9/18	\$1,036.56
319880	TE	COMPUTER, DELL OPTIPLEX	BGF1WD1	N	3390	SW	SW	10/16/07	1/23/19	\$1,036.56
319896	TE	Computers, Dell optiplex	50TMXD1	N	0000	SW	SW	10/24/07	2/25/19	\$1,580.08

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TAG	TYPE	DESCRIPTION	SERIAL NO	STATUS	SPPJ	BLDG	ROOM	ACQRD	LAST INV DT	COST
319899	TE	Computers, Dell optiplex	90TMXD1	N	0000	SW	SW	10/24/07	2/25/19	\$1,580.09
320156	TE	Computer, Dell OptiPlex	J921NF1	N	2001	SW	SW	2/26/08	2/13/19	\$1,729.58
320304	EQ	Projector, Toshiba 3500	42639121	N	3001	SW	SW	5/20/08	1/3/19	\$2,260.60
320431	TE	COMPUTER, DELL OPTIPLEX	520H7G1	N	2358	SW	SW	5/15/08	11/2/18	\$1,066.00
320432	TE	COMPUTERS, DELL OPTIPLEX	BM527G1	N	2371	SW	SW	5/9/08	11/2/18	\$1,073.76
320433	TE	COMPUTERS, DELL OPTIPLEX	6M527G1	N	2371	SW	SW	5/9/08	11/2/18	\$1,073.76
320434	TE	COMPUTERS, DELL OPTIPLEX	8N527G1	N	2371	SW	SW	5/9/08	11/2/18	\$1,073.76
320435	TE	COMPUTERS, DELL OPTIPLEX	4N527G1	N	2371	SW	SW	5/9/08	11/2/18	\$1,073.76
320436	TE	COMPUTERS, DELL OPTIPLEX	3M527G1	N	2371	SW	SW	5/9/08	11/2/18	\$1,073.76
320437	TE	COMPUTERS, DELL OPTIPLEX	9M527G1	N	2371	SW	SW	5/9/08	11/2/18	\$1,073.76
320438	TE	COMPUTERS, DELL OPTIPLEX	GM527G1	N	2371	SW	SW	5/9/08	11/2/18	\$1,073.76
320439	TE	COMPUTERS, DELL OPTIPLEX	4M527G1	N	2371	SW	SW	5/9/08	11/2/18	\$1,073.76
320440	TE	COMPUTERS, DELL OPTIPLEX	HL527G1	N	2371	SW	SW	5/9/08	11/2/18	\$1,073.76
320441	TE	COMPUTERS, DELL OPTIPLEX	DM527G1	N	2371	SW	SW	5/9/08	11/2/18	\$1,073.76
320442	TE	COMPUTERS, DELL OPTIPLEX	HM	N	2371	SW	SW	5/9/08	11/2/18	\$1,073.76
320443	TE	COMPUTERS, DELL OPTIPLEX	6N527G1	N	2371	SW	SW	5/9/08	11/5/18	\$1,073.76
320444	TE	COMPUTERS, DELL OPTIPLEX	1M527G1	N	2371	SW	SW	5/9/08	11/5/18	\$1,073.76
320445	TE	COMPUTERS, DELL OPTIPLEX	8M527G1	N	2371	SW	SW	5/9/08	11/5/18	\$1,073.76
320446	TE	COMPUTERS, DELL OPTIPLEX	5M527G1	N	2371	SW	SW	5/9/08	11/5/18	\$1,073.76
320448	TE	COMPUTERS, DELL OPTIPLEX	HMX17G1	N	2371	SW	SW	5/9/08	11/5/18	\$1,073.76
320449	TE	COMPUTERS, DELL OPTIPLEX	6MX17G1	N	2371	SW	SW	5/9/08	11/5/18	\$1,073.76
320450	TE	COMPUTERS, DELL OPTIPLEX	9MX17G1	N	2371	SW	SW	5/9/08	11/5/18	\$1,073.76
320683	TE	CATALYST, CISCO 3560,	FD01223Y3QS	N	0000	SW	SW	6/30/08	1/8/19	\$3,779.12
320727	TE	Computer	GX7TMG1	N	2357	SW	SW	6/30/08	1/8/19	\$1,014.13
320739	TE	Computer	BZ7TMG1	N	2357	SW	SW	6/30/08	1/9/19	\$1,014.13
320740	TE	Computer	7Y7TMG1	N	2357	SW	SW	6/30/08	1/9/19	\$1,014.13
320742	TE	Computer	BX7TMG1	N	2357	SW	SW	6/30/08	1/9/19	\$1,014.13
320768	EQ	PROJECTOR, SHARP PG-F261X	805911176	N	2002	SW	SW	7/1/08	2/5/19	\$2,060.07
320918	TE	Dell Computer		N	2416	SW	SW	9/5/08	11/9/18	\$1,018.97
321004	TE	CATALYST 3560 48 10/100	FD01230Y216	N	3009	SW	SW	8/19/08	1/8/19	\$3,779.12
321148	TE	Computer		N	0000	SW	SW	5/17/10	2/22/19	\$1,216.24
321149	TE	Dell Computer		N	0000	SW	SW	5/17/10	2/22/19	\$1,216.24
321152	TE	Dell Computer		N	0000	SW	SW	5/17/10	2/22/19	\$1,216.24
321155	TE	Dell Computer		N	0000	SW	SW	5/17/10	2/22/19	\$1,216.24
321156	TE	Dell		N	0000	SW	SW	5/17/10	2/22/19	\$1,216.24
321158	TE	Dell		N	0000	SW	SW	5/17/10	2/22/19	\$1,216.24
321159	TE	Dell		N	0000	SW	SW	5/17/10	2/22/19	\$1,216.24

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TAG	TYPE	DESCRIPTION	SERIAL NO	STATUS	SPPJ	BLDG	ROOM	ACQRD	LAST INV DT	COST
321160	TE	Dell		N	0000	SW	SW	5/17/10	2/22/19	\$1,216.24
321163	TE	Dell		N	0000	SW	SW	5/17/10	2/22/19	\$1,216.24
321167	TE	Dell		N	0000	SW	SW	5/17/10	2/22/19	\$1,216.24
321168	TE	Dell		N	0000	SW	SW	5/17/10	2/22/19	\$1,216.24
321177	TE	COMPUTERS, DELL, OPTIPLEX	HFFVRL1	N	0000	SW	SW	5/25/10	2/22/19	\$1,191.54
321184	TE	COMPUTERS, DELL, OPTIPLEX	HFMVRL1	N	0000	SW	SW	5/25/10	2/22/19	\$1,191.54
321186	TE	COMPUTERS, DELL, OPTIPLEX	HFFXRL1	N	0000	SW	SW	5/25/10	2/22/19	\$1,191.54
321203	TE	COMPUTERS, DELL, OPTIPLEX	HFDVRL1	N	0000	SW	SW	5/25/10	2/22/19	\$1,191.54
321215	EQ	WORKSTATION, DELL	GVJKRL1	N	0000	SW	SW	5/27/10	1/16/19	\$3,072.08
321222	TE	COMPUTER, DELL OPTIPLEX	GMWGLM1	N	0000	SW	SW	6/2/10	11/5/18	\$1,096.35
321223	TE	COMPUTER, DELL OPTIPLEX	GMZHLM1	N	0000	SW	SW	6/2/10	11/5/18	\$1,096.35
321224	TE	COMPUTER, DELL OPTIPLEX	GMRHLM1	N	0000	SW	SW	6/2/10	11/5/18	\$1,096.35
321225	TE	COMPUTER, DELL OPTIPLEX	GMVHLM1	N	0000	SW	SW	6/2/10	11/5/18	\$1,096.35
321226	TE	COMPUTER, DELL OPTIPLEX	GMVHLM1	N	0000	SW	SW	6/2/10	11/5/18	\$1,096.35
321228	TE	COMPUTER, DELL OPTIPLEX	GMNHLM1	N	0000	SW	SW	6/2/10	11/5/18	\$1,096.35
321229	TE	COMPUTER, DELL OPTIPLEX	GMSHLM1	N	0000	SW	SW	6/2/10	11/5/18	\$1,096.35
321230	TE	COMPUTER, DELL OPTIPLEX	GMTHLM1	N	0000	SW	SW	6/2/10	11/5/18	\$1,096.35
321231	TE	COMPUTER, DELL OPTIPLEX	GNOHLM1	N	0000	SW	SW	6/2/10	11/5/18	\$1,096.35
321232	TE	COMPUTER, DELL OPTIPLEX	GMLHLM1	N	0000	SW	SW	6/2/10	11/5/18	\$1,096.35
321233	TE	COMPUTER, DELL OPTIPLEX	GMWHLM1	N	0000	SW	SW	6/2/10	11/5/18	\$1,096.35
321234	TE	COMPUTER, DELL OPTIPLEX	GMQHLM1	N	0000	SW	SW	6/2/10	11/5/18	\$1,096.35
321235	TE	COMPUTER, DELL OPTIPLEX	GMPHLM1	N	0000	SW	SW	6/2/10	11/5/18	\$1,096.35
321236	TE	COMPUTER, DELL OPTIPLEX	GMMHLM1	N	0000	SW	SW	6/2/10	11/5/18	\$1,096.35
321237	TE	COMPUTER, DELL OPTIPLEX	GMXGLM1	N	0000	SW	SW	6/2/10	11/5/18	\$1,096.35
321239	TE	COMPUTER, DELL OPTIPLEX	GMNGLM1	N	0000	SW	SW	6/2/10	11/5/18	\$1,096.35
321240	TE	COMPUTER, DELL OPTIPLEX	GMPGLM1	N	0000	SW	SW	6/2/10	11/5/18	\$1,096.35
321241	TE	COMPUTER, DELL OPTIPLEX	GMQGLM1	N	0000	SW	SW	6/2/10	11/5/18	\$1,096.35
321243	TE	COMPUTER, DELL OPTIPLEX	GN1GLM1	N	0000	SW	SW	6/2/10	11/5/18	\$1,096.35
321244	TE	COMPUTER, DELL OPTIPLEX	GMVGLM1	N	0000	SW	SW	6/2/10	11/5/18	\$1,096.35
321245	TE	COMPUTER, DELL OPTIPLEX	GMRGLM1	N	0000	SW	SW	6/2/10	11/5/18	\$1,096.35
321246	TE	COMPUTER, DELL OPTIPLEX	GNOGLM1	N	0000	SW	SW	6/2/10	11/5/18	\$1,096.35
321247	TE	COMPUTER, DELL OPTIPLEX	GTGGLM1	N	0000	SW	SW	6/2/10	11/5/18	\$1,096.35
321248	TE	COMPUTER, DELL OPTIPLEX	GMLGLM1	N	0000	SW	SW	6/2/10	11/5/18	\$1,096.35
321249	TE	COMPUTER, DELL OPTIPLEX	GMZGLM1	N	0000	SW	SW	6/2/10	11/5/18	\$1,096.35
321250	TE	COMPUTER, DELL OPTIPLEX	GMMGLM1	N	0000	SW	SW	6/2/10	11/5/18	\$1,096.35
321252	TE	COMPUTER, DELL OPTIPLEX	GMXFLM1	N	0000	SW	SW	6/2/10	11/5/18	\$1,096.35
321253	TE	COMPUTER, DELL OPTIPLEX	GMTFLM1	N	0000	SW	SW	6/2/10	11/5/18	\$1,096.35

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TAG	TYPE	DESCRIPTION	SERIAL NO	STATUS	SPPJ	BLDG	ROOM	ACQRD	LAST INV DT	COST
321254	TE	COMPUTER, DELL OPTIPLEX	GMRFLM1	N	0000	SW	SW	6/2/10	11/5/18	\$1,096.35
321255	TE	COMPUTER, DELL OPTIPLEX	GMVFLM1	N	0000	SW	SW	6/2/10	11/5/18	\$1,096.35
321256	TE	COMPUTER, DELL OPTIPLEX	GMMFLM1	N	0000	SW	SW	6/2/10	11/5/18	\$1,096.35
321257	TE	COMPUTER, DELL OPTIPLEX	GMQFLM1	N	0000	SW	SW	6/2/10	11/5/18	\$1,096.35
321258	TE	COMPUTER, DELL OPTIPLEX	GMSFLM1	N	0000	SW	SW	6/2/10	11/5/18	\$1,096.35
321260	TE	COMPUTER, DELL OPTIPLEX	GMVFLM1	N	0000	SW	SW	6/2/10	11/5/18	\$1,096.35
321261	TE	COMPUTER, DELL OPTIPLEX	GMWFLM1	N	0000	SW	SW	6/2/10	11/5/18	\$1,096.35
321262	TE	COMPUTER, DELL OPTIPLEX	GMZFLM1	N	0000	SW	SW	6/2/10	11/5/18	\$1,096.44
321335	TE	Dell Computer	FSU5MM1	N	7845	SW	SW	10/27/10	2/5/19	\$3,305.96
321340	TE	COMPUTER, DELL OPTIPLEX	7ZNVMM1	N	3016	SW	SW	8/10/10	11/14/18	\$1,278.43
321341	TE	COMPUTER, DELL OPTIPLEX	7ZNTMM1	N	3016	SW	SW	8/10/10	11/14/18	\$1,278.43
321351	TE	DELL OPTIPLEX 960	2146MN1	N	3016	SW	SW	8/17/10	11/14/18	\$1,193.44
321441	TE	COMPUTER,	9KF3PM1	N	0000	SW	SW	9/9/10	1/23/19	\$1,135.84
321443	TE	COMPUTER,	9K83PM1	N	0000	SW	SW	9/9/10	1/23/19	\$1,135.84
321447	TE	COMPUTER,	9KG4PM1	N	0000	SW	SW	9/9/10	1/23/19	\$1,135.84
321459	TE	COMPUTER,	9K72PM1	N	0000	SW	SW	9/9/10	1/23/19	\$1,135.84
321484	TE	COMPUTER,	DZ42LN1	N	3016	SW	SW	10/8/10	11/14/18	\$1,421.11
321800	TE	Dell Notebook,	8LXPOP1	N	0000	SW	SW	12/10/10	1/23/19	\$1,847.20
321810	TE	COMPUTERS, OPTIPLEX 980	JNGX8P1	N	2274	SW	SW	1/26/11	2/22/19	\$1,202.85
321830	TE	COMPUTER, DELL OPTIPLEX	FVPLBP1	N	0000	SW	SW	3/4/11	1/23/19	\$1,111.82
321858	TE	COMPUTERS, DELL OPTIPLEX	7BG8DP1	N	2120	SW	SW	3/22/11	11/19/18	\$1,062.91
321903	TE	Computers, Apple iMac 27"	QP1150L25NP	N	0000	SW	SW	4/20/11	1/16/19	\$2,399.52
322087	TE	Computer, Dell Optiplex	12PXHQ1	N	0000	SW	SW	6/15/11	1/16/19	\$1,521.95
322511	TE	Printer - HP Designjet	MY1791802T	N	0000	SW	SW	9/21/11	1/11/19	\$1,266.06
322726	TE	Computer, Desktop, Dell	HS70PS1	N	0000	SW	SW	5/15/12	11/14/18	\$1,295.74
322727	TE	Computer, Desktop, Dell	HS75PS1	N	0000	SW	SW	5/15/12	11/14/18	\$1,295.74
323308	TE	Printer, HP Laserjet	JPRL89T07H	N	2550	SW	SW	5/1/09	1/30/19	\$3,979.86
323320	TE	Computer, Dell optiplex	5QJD4J1	N	3720	SW	SW	5/21/09	2/5/19	\$1,012.86
323328	TE	Laptop Computer, Dell	H4GLTJ1	N	2550	SW	SW	5/18/09	7/10/19	\$2,394.84
323329	TE	Laptop Computer, Dell	65GLTJ1	N	2550	SW	SW	5/18/09	7/10/19	\$2,394.84
323330	TE	Laptop Computer, Dell	34GLTJ1	N	2550	SW	SW	5/18/09	7/10/19	\$2,394.84
323653	TE	COMPUTER, DELL,	DTZZNL1	N	3026	SW	SW	3/8/10	11/9/18	\$1,034.42
323656	TE	COMPUTER, DELL,	DV01PL1	N	3026	SW	SW	3/8/10	11/9/18	\$1,034.42
323973	TE	CATALYST, CISCO 3560 48	B027G91854	N	3016	SW	SW	5/25/10	11/19/18	\$4,167.35
324276	TE	SW	DBZ1TW1	N	2994	SW	SW	4/4/13	8/7/18	\$1,151.69
324360	TE	Computer, Desktop, Dell	FLLGDX1	N	0000	SW	SW	5/16/13	1/23/19	\$1,190.74
324704	TE	Computer, Dell	9FH9V12	N	7845	SW	SW	6/24/14	2/5/19	\$1,212.78

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TAG	TYPE	DESCRIPTION	SERIAL NO	STATUS	SPPJ	BLDG	ROOM	ACQRD	LAST INV DT	COST
324705	TE	Computer, Dell	9FH8V12	N	7845	SW	SW	6/24/14	2/5/19	\$1,212.78
324706	TE	Computer, Dell	9FH7V12	N	7845	SW	SW	6/24/14	2/5/19	\$1,212.78
325577	TE	Computer, Desktop, Dell	5RBBK02	N	2299	SW	SW	4/18/14	1/23/19	\$1,383.71
326280	TE	Computer, Desktop, Dell	BV6RM22	N	0000	SW	SW	10/22/14	1/23/19	\$1,335.35
326305	TE	Computer, Desktop, Dell	TDMG7P22	N	2303	SW	SW	10/22/14	1/23/19	\$1,299.52
326457	TE	Computer, Desktop, Dell	7B58522	N	2308	SW	SW	1/27/15	1/23/19	\$1,156.22
327704	TE	Computer, Desktop, Apple	D25PVO41F8J9	N	0000	SW	SW	6/18/15	1/16/19	\$2,237.64
328431	TE	Computer, Desktop, Dell	F09hf42	N	2120	SW	SW	6/16/15	11/14/18	\$1,083.15
F34164	TE	COMPUTER,	F06B1D1	N	1102	SW	SW	6/6/07	11/9/18	\$1,261.04
F34451	TE	Computer, Apple iMac	QP8120FEZCT	N	1820	SW	SW	4/1/08	1/16/19	\$2,395.28
F34508	EQ	FLUKE,	96510462	N	1802	SW	SW	4/15/08	11/28/18	\$417.45
F34854	TE	Computer, Dell OptiPlex	DT3SGH1	N	1803	SW	SW	10/22/08	1/23/19	\$938.93
F35180	TE	COMPUTERS, DELL OPTIPLEX	5TW47J1	N	1802	SW	SW	2/25/09	11/28/18	\$1,137.43
F35186	TE	COMPUTERS, DELL OPTIPLEX	FSW47J1	N	1802	SW	SW	2/25/09	11/28/18	\$1,137.42
F35279	EQ	Disc Maker	111460	N	1817	SW	SW	5/18/09	1/17/19	\$1,406.13
F35326	EQ	DVR/VCR, Panasonic	VN8JQ001749	N	1817	SW	SW	6/30/09	1/17/19	\$258.77
F35327	EQ	DVR/VCR, Panasonic	VN8JQ001768	N	1817	SW	SW	6/30/09	1/17/19	\$258.77
F35328	EQ	DVR/VCR, Panasonic	VN8JQ001763	N	1817	SW	SW	6/30/09	1/17/19	\$258.77
F35329	EQ	DVR/VCR, Panasonic		N	1817	SW	SW	7/28/09	1/17/19	\$236.19
F35330	EQ	DVR/VCR, Panasonic		N	1817	SW	SW	7/28/09	1/17/19	\$236.19
F35331	EQ	DVR/VCR, Panasonic		N	1817	SW	SW	7/28/09	1/17/19	\$236.19
F35336	EQ	DVR/VCR, Panasonic		N	1817	SW	SW	7/28/09	1/17/19	\$236.22
F35337	EQ	DVR/VCR, Panasonic		N	1817	SW	SW	7/28/09	1/17/19	\$252.00
F35939	TE	Laptop Computer, Debbie McBee	5FZD0M1	N	1268	SW	SW	6/8/10	2/13/19	\$1,365.75
F36014	TE	COMPUTER, DELL OPTIPLEX	BK7CNM1	N	1268	SW	SW	8/18/10	11/14/18	\$1,318.00
F36048	TE	COMPUTER,	7RTSKN1	N	1270	SW	SW	10/11/10	11/19/18	\$1,363.83
F36049	TE	COMPUTER,	7RVQKN1	N	1270	SW	SW	10/11/10	11/19/18	\$1,363.83
F36050	TE	COMPUTER,	7RVRKN1	N	1270	SW	SW	10/11/10	11/19/18	\$1,363.83
F36051	TE	COMPUTER,	7RV5KN1	N	1270	SW	SW	10/11/10	11/19/18	\$1,347.83
F36128	TE	PROJECTOR,	KYSF050330L	N	1275	SW	SW	10/14/10	2/13/19	\$1,241.93
F36313	TE	Computer, Dell OptiPlex	6V4S8P1	N	1829	SW	SW	1/10/11	11/6/18	\$1,226.96
F36529	TE	Computers, Dell OptiPlex	1S2YCP1	N	1841	SW	SW	4/11/11	2/5/19	\$1,199.51
F36600	TE	Computers, Dell OptiPlex	2M8LDP1	N	1801	SW	SW	4/4/11	2/13/19	\$1,361.66
F36641	TE	Computer laptop, Dell	2SLV3Q1	N	1800	SW	SW	4/4/11	1/23/19	\$1,779.81
F36660	TE	Computers, Dell OptiPlex	4FFSDQ1	N	1824	SW	SW	4/21/11	2/5/19	\$1,408.11
F36877	TE	Computer, Dell OptiPlex	92Y3JQ1	N	1814	SW	SW	6/21/11	11/6/18	\$1,506.61
F37084	TE	Computer, Optiplex 990	4BL5TR1	N	1810	SW	SW	10/27/11	12/7/18	\$1,020.50

Printed:

Environment:

LoginID:

TAG	TYPE	DESCRIPTION	SERIAL NO	STATUS	SPPJ	BLDG	ROOM	ACQRD	LAST INV DT	COST
F37207	TE	Desktop Computer, Dell	5DKGHS1	N	1109	SW	SW	1/27/12	2/22/19	\$929.02
F37208	TE	Desktop Computer, Dell	5DPFHS1	N	1109	SW	SW	1/27/12	2/22/19	\$929.02
F37209	TE	Desktop Computer, Dell	5DMFHS1	N	1109	SW	SW	1/27/12	2/8/19	\$929.02
F37210	TE	Desktop Computer, Dell	5DKFHS1	N	1109	SW	SW	1/27/12	2/22/19	\$929.02
F37211	TE	Desktop Computer, Dell	5DQGHS1	N	1109	SW	SW	1/27/12	2/22/19	\$929.02
F37213	TE	Desktop Computer, Dell	5DQFHS1	N	1109	SW	SW	1/27/12	2/22/19	\$929.02
F37214	TE	Desktop Computer, Dell	5DJHHS1	N	1109	SW	SW	1/27/12	2/22/19	\$929.02
F37215	TE	Desktop Computer, Dell	5DPGHS1	N	1109	SW	SW	1/27/12	2/22/19	\$929.02
F37216	TE	Desktop Computer, Dell	5DTFHS1	N	1109	SW	SW	1/27/12	2/22/19	\$929.02
F37218	TE	Desktop Computer, Dell	5DNDHS1	N	1109	SW	SW	1/27/12	2/22/19	\$929.02
F37219	TE	Desktop Computer, Dell	5DRFHS1	N	1109	SW	SW	1/27/12	2/22/19	\$929.02
F37220	TE	Desktop Computer, Dell	5DPDHS1	N	1109	SW	SW	1/27/12	2/8/19	\$929.02
F37222	TE	Desktop Computer, Dell	5DJKHS1	N	1109	SW	SW	1/27/12	2/22/19	\$929.02
F37223	TE	Desktop Computer, Dell	5DNFHS1	N	1109	SW	SW	1/27/12	2/22/19	\$929.02
F37224	TE	Desktop Computer, Dell	5DNHGS1	N	1109	SW	SW	1/27/12	2/22/19	\$929.02
F37225	TE	Desktop Computer, Dell	5DMGHS1	N	1109	SW	SW	1/27/12	2/22/19	\$929.02
F37226	TE	Desktop Computer, Dell	5DSFHS1	N	1109	SW	SW	1/27/12	2/8/19	\$929.02
F37227	TE	Desktop Computer, Dell	5DKKHS1	N	1109	SW	SW	1/27/12	2/8/19	\$929.02
F37228	TE	Desktop Computer, Dell	5DLGHS1	N	1109	SW	SW	1/27/12	2/8/19	\$929.02
F37230	TE	Desktop Computer, Dell	5DSJHS1	N	1109	SW	SW	1/27/12	2/22/19	\$929.01
F37231	TE	Smartboard System,		N	1106	SW	SW	2/3/12	1/3/19	\$3,319.43
F37240	TE	LAPTOPS, DELL LATITUDE	9OYV6R1	N	1267	SW	SW	2/15/12	11/15/18	\$1,377.60
F37241	TE	LAPTOPS, DELL LATITUDE	COYV6R1	N	1267	SW	SW	2/15/12	11/15/18	\$1,377.60
F37271	EQ	FLIP VIDEO CAMCORDER, HD,	1021500959	N	1267	SW	SW	3/2/12	11/15/18	\$220.89
F37272	EQ	FLIP VIDEO CAMCORDER, HD,	1027000757	N	1267	SW	SW	3/2/12	11/15/18	\$220.89
F37273	EQ	FLIP VIDEO CAMCORDER, HD,	1020500361	N	1267	SW	SW	3/2/12	11/15/18	\$220.88
F37376	TE	Computer, Desktop, Del	BSZRKS1	N	1675	SW	SW	5/1/12	11/7/18	\$1,211.61
F37377	TE	Computer, Desktop, Del	BSYSKS1	N	1675	SW	SW	5/1/12	11/7/18	\$1,211.61
F37378	TE	Computer, Desktop, Del	BSZQKS1	N	1675	SW	SW	5/1/12	11/7/18	\$1,211.61
F37380	TE	Computer, Desktop, Del	BSYVKS1	N	1675	SW	SW	5/1/12	11/7/18	\$1,211.61
F37381	TE	Computer, Desktop, Del	BSYRKS1	N	1675	SW	SW	5/1/12	11/7/18	\$1,211.61
F37383	TE	Computer, Desktop, Del	BSYXKS1	N	1675	SW	SW	5/1/12	11/7/18	\$1,211.61
F37384	TE	Computer, Desktop, Del	BSYTKS1	N	1675	SW	SW	5/1/12	11/7/18	\$1,211.61
F37385	TE	Computer, Desktop, Del	BSYWKS1	N	1675	SW	SW	5/1/12	11/7/18	\$1,211.61
F37440	TE	Computer, Desktop, Dell	JBSMMS1	N	1101	SW	SW	4/20/12	2/22/19	\$1,064.46
F37654	TE	Computer, Desktop, Dell	8MXWYV1	N	1316	SW	SW	11/30/12	1/23/19	\$1,235.21
F37862	TE	Computer, Desktop, Dell	HDLCXV1	N	1030	SW	SW	10/30/12	2/13/19	\$1,048.46

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TAG	TYPE	DESCRIPTION	SERIAL NO	STATUS	SPPJ	BLDG	ROOM	ACQRD	LAST INV DT	COST
F37874	TE	Printer, LaserJet,	VNB3118077	N	1272	SW	SW	11/19/12	2/13/19	\$964.85
F37903	TE	Tablet Pen		N	1840	SW	SW	11/30/12	1/16/19	\$317.87
F37904	TE	Tablet Pen		N	1840	SW	SW	11/30/12	1/16/19	\$317.87
F37905	TE	Tablet Pen		N	1840	SW	SW	11/30/12	1/16/19	\$317.87
F37906	TE	Tablet Pen		N	1840	SW	SW	11/30/12	1/16/19	\$317.87
F37907	TE	Tablet Pen		N	1840	SW	SW	11/30/12	1/16/19	\$317.87
F37950	TE	Computer, Desktop, Dell	4TXWNW1	N	1800	SW	SW	12/19/12	2/13/19	\$969.32
F37954	TE	Computer, Desktop, Dell	DKQZNW1	N	1665	SW	SW	12/19/12	2/13/19	\$973.80
F37997	TE	Dell Latitude E6530, Huong Nguyen	8JBX9W1	N	1801	SW	SW	1/8/13	2/13/19	\$1,253.06
F37998	TE	Dell Latitude E6530, Sara Santoya	FJBX9W1	N	1801	SW	SW	1/8/13	2/13/19	\$1,253.06
F38008	TE	Computer, Desktop, Dell	7ZTPPW1	N	1272	SW	SW	1/17/13	2/22/19	\$1,118.99
F38010	TE	Computer, Desktop, Dell	7ZTMPW1	N	1272	SW	SW	1/17/13	1/23/19	\$1,118.99
F38011	TE	Computer, Desktop, Dell	7ZSQPW1	N	1272	SW	SW	1/17/13	2/22/19	\$1,118.97
F38234	TE	Telephone, VOIP, Cisco	FCH17048AGY	N	1641	SW	SW	5/10/13	1/23/19	\$251.69
F38244	TE	Dell Computer	7J3GTW1	N	1102	SW	SW	5/16/13	2/22/19	\$852.94
F38278	TE	Computer, Desktop, Dell	FCLCFX1	N	1655	SW	SW	6/7/13	1/30/19	\$870.24
F38331	EQ	Scanner		N	1802	SW	SW	3/4/13	11/29/18	\$861.30
F38332	EQ	Scanner		N	1802	SW	SW	3/4/13	11/29/18	\$861.30
F38333	EQ	Scanner		N	1802	SW	SW	3/4/13	11/29/18	\$861.30
F38424	TE	Computer, Desktop, Dell	HVQG9Z1	N	1802	SW	SW	12/18/13	11/29/18	\$830.98
F38432	TE	Video Projector, 3000	306911585	N	1273	SW	SW	12/10/13	2/13/19	\$747.36
F38441	TE	Computer	TDF46BZ1	N	1273	SW	SW	11/26/13	2/13/19	\$1,355.91
F38442	TE	Computer	TDF45BZ1	N	1273	SW	SW	11/26/13	1/23/19	\$1,355.91
F38670	TE	PRINTER, LASERJET, COLOR,	CNDF358290	N	1274	SW	SW	6/30/14	2/13/19	\$425.08
F38802	TE	Computer, Desktop, Dell	2715M02	N	1102	SW	SW	6/30/14	2/22/19	\$960.01
F38824	TE	Computer, Desktop, Dell	2Z21M02	N	1102	SW	SW	6/30/14	2/22/19	\$960.01
F38832	TE	Computer, Desktop, Dell	2Z24M02	N	1102	SW	SW	6/30/14	2/22/19	\$960.01
F38842	TE	Computer, Desktop, Dell	2YW6M02	N	1102	SW	SW	6/30/14	2/22/19	\$960.01

4.10 (9)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Board Meeting: April 16, 2019

INDEPENDENT CONTRACTORS

Jamie R. Mulkey

Attachment A – Independent Contractor Agreement
and Scope of Work

Attachment B – Biography

Service: To provide consulting services to the Director and Sector Navigator for Information Communications Technologies and Digital Media in the development of a best practice guide for implementing IT Certification program exam testing through campus testing centers.

Date(s) of Service: April 17, 2019 - June 30, 2019

Fee: \$20,000

Requested by: Enrique Perez

Funded by: Educational Services
12-2535-679000-53305-5100

AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

This Agreement for Independent Contractor Services (“Agreement”) is entered into as of April 17, 2019 (“Effective Date”) by and between Rancho Santiago Community College District (“District”) and Jamie R. Mulkey (“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 Twenty Thousand Dollars (\$20,000.00).

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)	Not Required
Workers Compensation	In accordance with the Laws
Employers Liability	Not Required
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 is April 17, 2019 through June 30, 2019.

5 Notices. Notices under this Agreement shall be addressed and delivered as follows:

If to the Independent Contractor:	If to the District:
Print Name: Jamie R. Mulkey	Print Name: Enrique Perez
Mailing Address: 904 Cobble Creek Circle	Mailing Address: 2323 N. Broadway
City, State, and Zip Code: Rocklin, CA 95677	City, State, and Zip Code: Santa Ana, CA 92706
Telephone Number: 916-765-8838	Telephone Number: 714-480-7460
Email Address: jmulkey@wavecable.com	Email Address: Perez_enrique@rscgd.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

IN WITNESS WHEREOF, the District and Independent Contractor have executed this Agreement as of the Effective Date set forth above.

INDEPENDENT CONTRACTOR
JAMIE R. MULKEY

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
JAMIE R. MULKEY**

The Independent Contractor Services subject to the Agreement for Independent Contractor Services consists of the following:

The California Community College Information Communications Technologies (ICT) and Digital Media Program would like to create a best practice guide for implementing IT certification program exam testing through the campus testing centers. The following proposed services are designed to facilitate the acceptance and implementation of IT Certification program certification exam administration:

Phase 1 – Quantitative and Qualitative Data Collection

The first phase of the project is to identify the most highly sought-after IT certifications. As part of the first phase, an exhaustive list of all existing Certiport, Pearson VUE, and PSI testing centers on CCC campuses will be created.

Once this information is collected, an electronic survey will be created and distributed to all CCC testing center administrators. The results of the survey will collect demographic information about the current IT exams currently being delivered and provide qualitative feedback from each testing center.

Phase 2 – Tool Kit Creation

A 'How-to' Toolkit will be created for colleges desiring to become authorized testing centers. This toolkit will be posted to the ITC Sector website.

Phase 3 – Communications Campaign

A communications campaign will be developed to disseminate information about the IT Certification Exam delivery program. The campaign will select multiple communication vehicles such as email blasts, webinars, podcasts, and press releases to assist interested colleges in learning about the process and connect them to the appropriate IT certification programs, test delivery providers, and program exemplars.

Outcomes – The measurable outcomes for this project are to:

Increase the number and accessibility of industry certification testing centers at CCCs

Increase the number of students successfully completing industry certifications

Attachment B

Jamie R. Mulkey, Ed.D.

904 Cobble Creek Circle ♦ Rocklin, California 95677 ♦ Cell: (916) 765-8838 ♦ jrmulkey@wavecable.com
♦ <https://www.linkedin.com/in/jamiermulkey>

♦ Education market executive ♦ business development ♦ sales, marketing, and technical support enablement ♦ test security ♦ educational program operations management

Summary

Business executive with over 30 years of experience in sales, instructional design, certification program development, operations management, assessment development, and test security.

- Practiced sales and business development professional with a strong ability to develop and sustain business relationships.
- Founding member of Caveon, LLC - test security company. Member of the company's Board of Managers
- Over 20 years of experience in design, development, and management of education and certification exam programs and over 10 years as a test security professional.
- Over 12 years as a sales professional in K-12 and professional certification markets
- Skillful presenter and facilitator. Presented at numerous industry conferences
- Author of numerous articles, blogs, and field-related book chapters
- Experience with sales enablement initiatives for both Hewlett Packard and Caveon
- Research fellow for the American Society for Training and Development (ASTD)
- Industry and volunteer leadership positions include: Executive Director – The Institute for Exam Security (i4ES), Executive Director - CESP Program, Chair of the Board of Directors for ATP, Chair ATP Test Security Initiative, ANSI PCAC, jCert Initiative, Performance Testing Council, ITCSC, Editorial Board for Certification Magazine, and Girls Who Code

Career Progression

Caveon Test Security, LLC
Vice President, Sales Enablement, Client & Sales Support Services
Vice President, Test Development Services
Senior Security Consultant
April 2012 – present &
October 2003 - January 2008

Responsible for business development and client management of Caveon's portfolio of test security-related technologies and services in the K-12 assessment, industry certification, and licensure markets.

- Consistent, top sales performer
- Founding member of the first test security company in the assessment industry.
- Helped to sustain a startup organization by establishing vertical markets and leading results in sales efforts over multiple years.
- Established and grew test development department, adding new services to Caveon's portfolio of services; doubled sales in one year's time.
- Managed a team of exam development program managers.
- Continue to develop Caveon's brand through marketing and sales initiatives of professional and technology services.
- Develop training as part of a sales enablement programs, and conduct strategic planning for the sales force.

- Develop company recognition and branding by creating blog articles, conducting webinars, and presenting at conferences and meetings.
- Design service packages and tools to attract new clients.
- Cultivate client relationships, build the sales funnel, monitor and manage company sales.

**Certified Exam Security Professional Program
Executive Director
January 2014 – July 2017**

Conceived, created, and marketed first-of-its-kind certification program for test security professionals as a continued effort to develop a professional credential for test security specialists and to drive Caveon sales.

- Conducted market analysis to determine the viability of a certification program, conducted an ROI, and established program budget.
- Conducted job validation study and established job roles and certification level descriptions.
- Managed the exam design and development effort and use of new DOMC item type (www.trydomc.com) item type.
- Used new standard setting method (Item Integration Theory - IIT) to determine multiple cut scores.
- Collaborated with software project manager and developer on test development/delivery system. –
- Project managed the overall schedule for marketing, training development, exam development, and technical implementation for the program.

**Pearson - Evaluation Services
Educational Programs Manager
October 2011 – April 2012**

Responsible for program and project management of specific California teacher credentialing programs.

- Managed overall timelines for exam / item field testing.
- Facilitated bias and item review conferences for new item development.
- Conducted weekly score report validation for CBT exams.
- Created online faculty resources for all California credentialing programs.
- Contributed to the development of automated essay scoring project.
- Answered client inquiries required for client reporting. Managed update cycle for annual bulletin updates.

**Logical Choice Technologies
K-12 Account Executive
June 2010 to October 2011**

Responsible for managing a sales territory of 20 counties in Northern California.

- Consistent, high-performing sales person
- First account executive in the company to promote new line of school safety products and augmented reality primary-grade reading program.
- Developed sales plan for all K-12 schools and districts in northern California.
- Conducted strategic planning with school and district administration to plan for future purchases and professional development.
- Demonstrated interactive whiteboards for prospects as part of sales

- process.
- Researched possible funding sources for purchasing interactive classroom products. Work at all levels of the purchasing cycle. Manage sales funnel using SalesForce.com.
- Managed existing customers by determining future product needs and by planning for future dissemination of products throughout a school or district.
- Conducted product orientations for new customers. Facilitate teacher training and events.

Granite Bay Associates, LLC

CEO and President

October 2008 – May 2010

Responsible for managing a single employee consultancy focused on marketing and sales of assessment products.

- Developed marketing and sales campaigns for education software companies including business development strategies, scheduling sales appointments, creating sales presentations and marketing collateral, developing press releases, and advertising.
- Increased brand awareness five-fold for test software vendor
- Cost savings of \$120K generated as a result of recommended program expense reductions
- Managed the sales function for a software development company including developing a sales pipeline, initiating a CRM system, and following up on sales leads.
- Designed, developed, and managed assessment and certification programs for corporate and non-profit organizations. Conducted program audits to determine certification program viability and feasibility.
- Conducted job task analysis and competency assessment workshops. Conducted item writing/review, and cut score setting workshops.

Hewlett Packard Company

Manager, Exam Design and Management, HP Certified Professional Program, Curriculum Manager, Training Project Engineer, & Learning Products Engineer

March 1987 – October 2003

Responsible for the design, development and management of exams for HP's technical certification program. Define learning and development strategy for technical curriculum. Developed and managed sales and technical curriculum.

- Instrumental in developing a certification program merger strategy for HP and Compaq companies
- Gained program acceptance for worldwide program deployment of two test delivery vendors; 3rd vendor was eliminated: saving HP \$1million dollars.
- Designed and calculated return on investment strategy for item development and certification that yielded an annual cost savings of \$100K.
- Lead strategy, policies, procedures, and delivery of both certification exams and qualification tests for the HP Certified Professional program.
- Managed a team of 4 individuals who carried out test design, development, and delivery activities.
- Managed an ongoing cross-functional team to develop program wide policies and direction for the program.
- Managed a \$1.2 million-dollar exam development budget. Collaborated with program architecture team to determine exam track strategies.

- Developed certification product life cycle to understand program office roles and responsibilities.
- Procured and managed vendors for test design, test delivery, item analysis, and test documentation.
- Managed communications and projects with other internal HP organizations that depended on certification program deliverables.
- Lead and contributed to industry certification task forces.

Board Positions

- Institute for Exam Security (i4ES) – Chair (2017 - present)
- Caveon, LLC –Bboard of Managers member (2012 – present)
- Association of Test Publishers (2001 – 2003) President, 2002

Education

Doctorate of Education Emphasis: Educational Psychology and Technology, University of Southern California, Los Angeles, California, December, 1996
Recipient: Division Outstanding Research award

Master of Arts, Education San Jose State University, San Jose, California
Emphasis: Instructional Technology, San Jose State University, San Jose, California, Summer, 1987
Recipient: Division Outstanding Research award

Technology

MS Office (Word/Excel/PowerPoint/Project), Salesforce.com, Zoho CRM

Publications

- Mulkey, J. R. (February 2018) Test Security. The SAGE Encyclopedia of Educational Research, Measurement, and Evaluation, Bruce Frey (Ed)
- Royal, K.D., Hedgpeth, M.W., Mulkey, J.R., & Fremer, J.F. (Nov 2016) The 10 most wanted cheaters in medical education. Medical Education
- Fitzgerald, C. & Mulkey, J. (2013) Security Planning, Training, And Monitoring. In Handbook of Test Security. Wollack & Fremer (Eds).
- Mulkey, J.R. (2007) Sidebars: Documenting a Test Security Plan, Cheating: It's not just for breakfast anymore, & Using statistical methods to detect cheating. In Criterion-Referenced Test Development. Shrock & Coscarelli (3rd edition).
- Mulkey, J.R. & Fremer, J. F. (2006) Securing and proctoring online assessments. In Online Assessment and Measurement: Foundations and Challenges. Hricko & Howell (Eds.)
- Mulkey, J. R. & Naughton, J. (2005) 10 Myths of Certification. Training & Development Magazine. Jan.
- Foster, D. & Mulkey, J.R. (2004) Cheaters never win: Ethics in IT Certification. Certification Magazine. Aug.
- Mulkey, J.R. (2003) IT Certification on Campus: Academic institutions provide credentials in a league of their own. Certification Magazine. Sept.
- Mulkey, J.R. (2003) Dispelling the stigma of the paper-based credential. Certification Magazine, May.
- Mulkey, J.R. (2002) The art of (learning) transfer. Certification Magazine, Oct.
- Mulkey, J.R. (2001b) Is vendor-neutral certification enough? Certification Magazine, Aug.
- Mulkey, J.R.,(2001a). Inside Certification: *HP Certified* IT Professional and Advanced IT Professional Certification Magazine, Dec.
- Mulkey, J.R.,(2001). The impact of terrorism on IT certification. Certification Magazine, Nov.
- Mulkey, J.R., (2001).The anatomy of a performance-based test. Certification Magazine, May.
- Mulkey, J.R., and O'Neil, Jr. H.F. (1999). The effects of test item format on self-efficacy and worry during a high-stakes computer-based certification examination. Computers in Human Behavior.

- Rojas, A. and Mulkey, J. R. (1990). You Can Have Your Cake and Eat it Too: A Successful Case of Theory Applied to the Real World. Performance & Instruction

Presentations
Addresses,
and
Conferences

- Presenter – This IS a Drill! Using Tabletop Exercises to Plan for Test Security Disasters, ICE 2017, COTS 2017
- Presenter, Credentialing Security Framework, ATP 2017
- Presenter, Test Security Breaches in the Twilight Zone, ATP 2017
- Presenter, Education v. Certification: Sparring for ideas of what works, ATP 2017, NCSA 2017
- Presenter – The top 10 traits of an exam security superhero, NCTA conference 2016
- Presenter – Dumping the Dopes, ATP Innovations Conference 2016
- Presenter – Test security SMACKDOWN!, Plenary session moderator - Conference on Test Security 2015
- Presenter – A game plan for managing test security incidents – ICE 2015
- Presenter - Evaluating and charting a path for innovation – ATP Conference Feb 2010
- Keynote Panel facilitator – Ten years of cheating: What have we learned? – Test Security Summit, Feb 2009
- Session presenter. True confessions of dirty rotten low-down cheaters and how they got caught – ATP conference, Feb 2007
- Session presenter. ATP Test Security Initiative, an update – ATP conference, Feb 2007
- Conference Presenter: Security Planning: Protecting your certification investment – ABNS Fall Assembly, Oct, 2006
- Session presenter: Test Compromise and Security – Be Prepared – CLEAR conference, Sept 2006
- Workshop co-presenter: The 10 most wanted cheaters – CCSSO Conference, June 2006
- Workshop co-presenter: Do-it-Yourself Test Security – ATP Conference, Feb 2005
- Workshop presenter: The 10 most wanted cheaters – NOCA Conference, Nov 2004
- Workshop co-presenter: Testing 101 – Learning the basics of test development. ATP Conference, February 2003 and 2004
- Session presenter: Using computer conferencing as a certification development tool. February 2002
- Session presenter: Using computerized testing to increase reliability in performance based assessments. ATP Conference, February 2000
- Session presenter: Differences in time on a computer-based test. Results '99 conference, September 1999
- Session presenter: Computer-based testing guidelines for the new millennium. NOCA National Conference, November 1998
- Session presenter: Delivering certification to internal customers. Results '98 conference, November 1998.
- Keynote Address: Workforce readiness: Preparing young workers for the new millennium. NOVA Private Industry Council Seminar: High Tech Manufacturing, May 1998.
- Keynote Address: Workforce readiness: Preparing young workers for the new millennium. Annual conference of the California Career Education Association, March 1998.
- Session presenter: Designing certification that measures performance, ISPI National Conference, March 1998.

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

To: Board of Trustees	Date: April 16, 2019
Re: Receive and Accept the Reissued District Audit Report for the Fiscal Year ended June 30, 2018	
Action: Request to Receive and Accept	

BACKGROUND

Pursuant to Education Code Section 84040(b) and the Uniform Guidance (Title 2 CFR Part 200), the governing board of each community college district shall provide for an annual audit of all funds, books, accounts and voter approved bond authorizations of the district. The District contracted with CliftonLarsonAllen, LLP to provide the independent auditing services required for the 2017-2018 fiscal year.

Subsequent to issuing their 2017-2018 audit report for the District dated November 20, 2018, it was discovered that the firm should have audited Early Head Start, a major federal program that was required to be tested for this fiscal year. The firm has now completed the audit of this program and reissued the audit report, including an updated Federal Compliance Report along with the Schedule of Findings and Questionable Costs to add this program. There were no findings in this audit and no other changes in their Summary of Auditor Results. The reissued audit merely includes that fact that this program was included in their audit.

ANALYSIS

Included are copies of the changed pages for your information. To see the report in its entirety [click here](#).

RECOMMENDATION

It is recommended that the Board of Trustees receive and accept the reissued Rancho Santiago Community College District Audit Report for the fiscal year ended June 30, 2018 as presented.

Fiscal Impact: Not Applicable	Board Date: April 16, 2019
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	

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE
FOR EACH MAJOR FEDERAL PROGRAM; AND REPORT
ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED
BY THE UNIFORM GUIDANCE**

Board of Trustees
Rancho Santiago Community College District
Santa Ana, California

Report on Compliance for Each Major Federal Program

We have audited Rancho Santiago Community College District's (the District) compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) *Compliance Supplement* that could have a direct and material effect on each of the District's major federal programs for the year ended June 30, 2018. The District's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the District's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the District's compliance.

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE
FOR EACH MAJOR FEDERAL PROGRAM; AND REPORT ON
INTERNAL CONTROL OVER COMPLIANCE REQUIRED
BY UNIFORM GUIDANCE**

Opinion on Each Major Federal Program

In our opinion, the District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2018.

Other Matters

This report is replacing a previously issued report, due to the discovery, subsequent to the date of the compliance report, that the entity had another major program that was required to be tested. There are no changes from the previously issued report.

Report on Internal Control Over Compliance

Management of the District is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the District's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance, for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE
FOR EACH MAJOR FEDERAL PROGRAM; AND REPORT ON
INTERNAL CONTROL OVER COMPLIANCE REQUIRED
BY UNIFORM GUIDANCE**

Purpose of this Report

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Glendora, California

November 20, 2018, except for Early Head Start dated March 26, 2019

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
SUMMARY OF AUDITOR RESULTS
June 30, 2018

SECTION I – SUMMARY OF AUDITORS’ RESULTS

Financial Statements

Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP: Unmodified

Internal control over financial reporting:

Material weakness(es) identified?	<u> </u> Yes	<u> X </u> No
Significant deficiency(ies) identified?	<u> </u> Yes	<u> X </u> None Reported
Noncompliance material to financial statements noted?	<u> </u> Yes	<u> X </u> No

Federal Awards

Internal control over major federal awards:

Material weakness(es) identified?	<u> </u> Yes	<u> X </u> No
Significant deficiency(ies) identified?	<u> </u> Yes	<u> X </u> None Reported

Type of auditors’ report issued on compliance for major federal programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? Yes X No

Identification of Major Federal Programs:

<u>CFDA Number(s)</u>	<u>Name of Federal Program or Cluster</u>
84.007, 84.033, 84.063, 84.268	Student Financial Aid Cluster
84.002	Adult Basic Education (ABE) Cluster
93.600	Head Start

Dollar threshold used to distinguish between type A and type B programs: \$992,124

Auditee qualified as low-risk auditee? X Yes No

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
RELATED TO THE FINANCIAL STATEMENTS**

June 30, 2018

There were no findings and questioned costs related to basic financial statements for the year ended June 30, 2018.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
RELATED TO FEDERAL AWARDS**

June 30, 2018

FEDERAL AWARDS FINDINGS

There were no findings and questioned costs related to federal awards for the year ended June 30, 2018.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
RELATED TO STATE AWARDS**

June 30, 2018

STATE COMPLIANCE FINDINGS

There were no findings and questioned costs related to state awards for the year ended June 30, 2018.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

SCHEDULE OF PRIOR YEAR FINDINGS AND QUESTIONED COSTS

June 30, 2018

There were no findings and questioned costs related to the financial statements, federal awards, or state compliance for the prior year.

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

To:	Board of Trustees	Date: April 16, 2019
Re:	Approval of Agreement with TBWB Strategies	
Action:	Request for Approval	

BACKGROUND

The Rancho Santiago Community College District Board of Trustees have requested that staff evaluate and explore a possible General Obligation bond measure for the March 3, 2020 primary election to fund continuing capital projects at the campuses. The colleges are in need of additional resources in order to update and address campus facilities needs, to address their Educational Master Plans and their Facilities Master Plans.

ANALYSIS

At the March 11, 2019 Board of Trustees' meeting, a Trustee requested staff research the planning steps and timeline necessary for a possible General Obligation bond measure for the March 3, 2020 primary election ballot. The first step is to evaluate potential voter support by engaging the services of a research survey consultant to design and conduct a survey of likely voters. The Board approved the services of True North Research, Inc. as the survey research consultant at the March 25, 2019 meeting.

Previously, TBWB Strategies provided strategy and communications consulting services for the successful passage of Measure Q in 2012. With that in mind, it is proposed that TBWB Strategies and Mr. Charles Heath be hired again to provide project leadership for a potential bond measure for strategy and communications consulting services inclusive of the services of Dennis DeSnoo as a local regional sub-consultant on the project. TBWB will collaborate with True North Research, Inc. to prepare and conduct the survey research study.

The attached proposal for strategy and communications consulting services is for a Base Consulting Fee of \$6,500 per month. For those months in which Mr. DeSnoo is engaged in the project, the district will be billed an additional \$2,000 per month. The proposal includes the cost for an informational mailer to voter households at a cost of \$62,650. Reimbursable expenses of up to \$1,000 per month may be billed as described in section 3(c) of the agreement.

RECOMMENDATION

It is recommended the Board of Trustees approve the agreement with TBWB Strategies for bond measure strategy and communications consulting services and grant authorization to the Chancellor or his designee to execute the agreement as presented.

Fiscal Impact:	Fees as described above	Board Date: April 16, 2019
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

April 8, 2019

Peter Hardash
Vice Chancellor
Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706

Dear Mr. Hardash:

Thank you for the opportunity to present this proposal for consulting services as you evaluate the feasibility of a potential bond measure in 2020. We were proud to assist in the passage of Measure Q for Santa Ana College in 2012 (72.6% Yes) and appreciate the opportunity to once again work with you as you consider a new bond measure. As you requested, following this letter is a proposal outlining the services we offer to help you assess the feasibility of a bond measure, engage with your community regarding your facility needs and prepare a bond measure for the ballot.

TBWB is a strategy and communication consulting firm that focuses on helping community colleges, school districts, cities, counties and other public agencies design and pass bond and parcel tax measures. Our work has generated billions in voter-approved funding throughout California. We believe that we are uniquely qualified to lead Rancho Santiago Community College District (RSCCD) through a process to achieve a successful bond measure for the following reasons:

- **Unmatched Community College Bond Measure Experience.** TBWB is 11-0 on community college bond measures in the past four years and we have passed half of all the successful bonds in the State since 2015. We've passed bond measures for San Bernardino CCD, Chaffey CCD, Antelope Valley CCD, Rancho Santiago CCD, Glendale CCD, College of the Canyons, MiraCosta CCD, Santa Monica College, San Joaquin Delta CCD, Allan Hancock College, Chabot-Las Positas CCD, Hartnell College, San Mateo CCD, Santa Rosa JC, Yuba CCD, College of Marin, Napa Valley College, Cabrillo College, Gavilan College, College of the Siskiyous and Mendocino College, and we've won bond and parcel tax elections for Peralta CCD.
- **Unmatched Experience and Success in Orange County.** In addition to our work with RSCCD, TBWB has served as consultant on most of the successful bond measures in Orange County in recent years. In 2018, TBWB helped Santa Ana Unified School District and Los Alamitos Unified School District pass bond measures. In 2016, TBWB assisted Anaheim Elementary School District, Irvine Unified School District, Huntington Beach School District, Garden Grove Unified School District, Westminster School District, Fountain Valley School District, Ocean View School District and Centralia School District with developing and passing successful bond measures. In the past five years, TBWB has also worked with Buena Park Elementary School District (2014), Fullerton Joint Union High School (2014), Savanna School District (2012) and Tustin Unified School District (2012) to craft and pass bond measures.
- **In-Depth Local Political Knowledge.** While TBWB is a recognized statewide leader in bond measure strategy and communication, we often partner with local consultants to ensure we bring a nuanced understanding of the local terrain. For our successful work with RSCCD in 2012, we partnered with Dennis DeSnoo, who brings 30 years of experience in Orange County politics and

policymaking to help our team navigate the many stakeholders and interests in your community. We have also worked with Dennis on successful measures in Santa Ana USD, Garden Grove USD, Westminster SD, Irvine USD and others. We propose that Dennis serves as a subconsultant to TBWB to assist with coalition building on this project.

- **Customized Approach.** We don't apply a "cookie cutter" approach to bond strategy. Our prior clients will tell you that our commitment to personal attention from the partner you hire and a focus on the unique challenges of your political environment set us apart from others in our industry.
- **Capacity and Infrastructure to Serve You in a Busy Election Year.** All qualified political firms will be busy in 2020. Unlike our competitors whose firms are comprised of one or two principal consultants, TBWB has team of professionals to ensure your project receives the attention it deserves. I will serve as your day-to-day point of contact and am supported by a staff of nearly 20 professionals, including an in-house graphic design department and production coordination team to ensure your messaging materials are of the highest quality and value.

The remainder of this proposal provides detailed information about our firm, the services we provide, our approach to passing successful bond measures and a list of clients we have worked with, including references. Please don't hesitate to contact me at (415) 810-8053 or via email at cheath@tbwb.com if you have any questions or need additional information. Thank you again for the opportunity.

Sincerely,



Charles Heath
Partner, TBWB Strategies

About TBWB

Our Focus: Public Finance Ballot Measures

Terris Barnes Walters Boigon Heath, Inc., DBA TBWB Strategies is a strategy and communications consulting firm specializing in public finance ballot measures for school districts, community college districts, cities, counties and other public agencies. Our firm has been in business since 1988 under the legal names of Political Media Inc. and Public Finance Strategies LLC before merging under the name Terris Barnes Walters Boigon Heath Inc. The TBWB Strategies brand, which focuses on providing strategy and communications consulting services for public agencies pursuing bond and tax ballot measures, has operated continuously since 2005. Our main office is in San Francisco, and we operate a secondary office in Santa Monica. TBWB's six practicing partners offer a combined century of strategy and communications consulting experience in California.

Public Consensus → Winning Propositions

TBWB was formed around a simple basic idea: passing taxes is different from other types of political endeavors. For example, candidates run campaigns to differ from their opponents and stand out from the crowd. But when the issue is taxes, winning requires consensus: uniting people around shared priorities and values. We believe public consensus leads to winning propositions, and that is what we deliver for our clients.

Unmatched Bond and Tax Measure Experience

TBWB has experience on over 430 successful public finance ballot measures that have raised billions of dollars in voter-approved revenue for public programs, services and facilities. These successful measures include bonds, parcel taxes, sales taxes, transient occupancy taxes, utility users taxes, assessments and fees. We help school districts, community colleges, cities, counties, parks, water and open space districts, fire districts, libraries, health care districts, transportation authorities and others.

Unmatched Community College District Bond Success

TBWB is 11-0 on community college bond measures in the past four years and have passed half of all the successful bonds in the State since 2015. We've passed bond measures for San Bernardino CCD, Chaffey CCD, Antelope Valley CCD, Rancho Santiago CCD, Glendale CCD, College of the Canyons, MiraCosta CCD, Santa Monica College, San Joaquin Delta CCD, Allan Hancock College, Chabot-Las Positas CCD, Hartnell College, San Mateo CCD, Santa Rosa JC, Yuba CCD, College of Marin, Napa Valley College, Cabrillo College, Gavilan College, College of the Siskiyous and Mendocino College and Peralta CCD.

Commitment to Client Service

We view our working relationship with our clients as a partnership. We know public finance measures, but you know the community you serve. We pride ourselves in developing unique plans for every client as opposed to applying a "cookie cutter" model that may have worked in other places or at other times. We also understand that the reputation of your district is at stake when you seek funding from your community. It's not enough just to "win" in the short term. Your measure and your message must help you strengthen your relationship with your community for the long term.

Project Team

Project Leadership

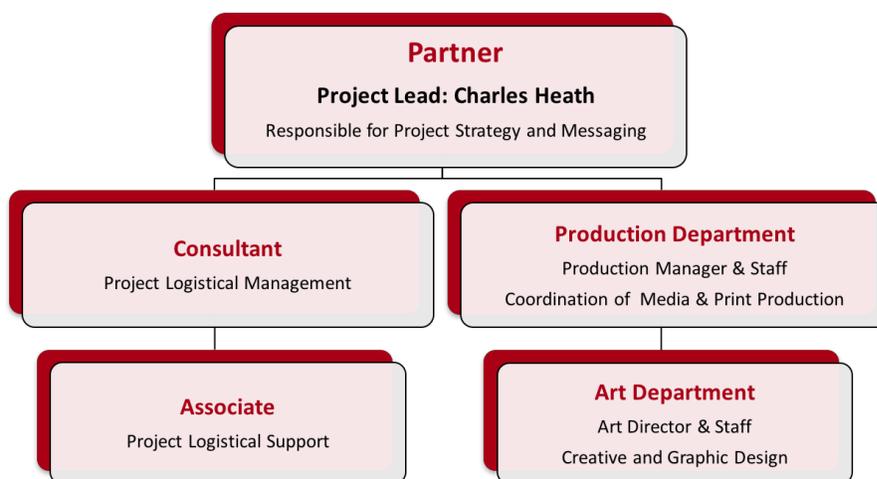
TBWB has six experienced partners with the time and capacity to give your effort the devoted senior-level attention it deserves. Your project will not be handed off to inexperienced staff once the contract is signed. You will work directly with Charles Heath, a Partner in our firm. Our direct and personal “in the trenches” experience guiding recent successful tax and bond measures offers a keen understanding of the nuances in messaging and strategy required for success.

Project Support

With nearly 20 talented employees, TBWB maintains the largest and best-trained support team in our industry. Under the close supervision of the Partner leading the project strategy, messaging and direction, one of TBWB’s experienced Consultants will be assigned to focus on managing project logistics to ensure the project is completed on time, on budget and with no deadlines missed. One or more of TBWB’s Associates will be assigned to provide logistical support to the Partner, Consultant and client team.

In-House Design and Production

TBWB is one of the few firms in our industry that maintains an in-house Art Department and Production Department. Our full-time Art Director manages a studio of graphic designers who produce award-winning, creative concepts. Our full-time Production Director attends to all the details required for efficient and timely delivery of printed materials.



PARTNERS

- Barry Barnes**
- Jared Boigon**
- Charles Heath**
- Joy Tatarka**
- Michael Terris**
- Erica Walters**

CLIENT SERVICES

- Rochelle Fanali**
Senior Consultant
- Sabrina Kochphrapha**
Senior Consultant
- Robin Gerrity**
Senior Consultant
- Jeremy Hauser**
Consultant
- Jake Martin**
Consultant
- Alex Wara-Macapinlac**
Consultant
- Brittany Brady**
Consultant
- Mary Richardson**
Senior Associate
- Amanda Klein**
Associate

CREATIVE

- Maximillian Medina**
Art Director
- Erin Henry**
Graphic Designer

PRODUCTION

- Dan Dimendberg**
Partner/Production Director

ADMINISTRATION

- David Tick**
Partner/Business Manager
- Brandon Moss**
Office Manager
- William Jensen**
IT System Administrator

Consultant Biographies

Charles Heath, Partner

TBWB Strategies

Over more than 20 years as a strategy and communications consultant, Charles has guided more than 100 ballot measures to victory. With a background in various political projects, Charles has spent the better part of the last decade with a strict focus on working with public agencies to design winning revenue measures for the ballot and execute strategic public information efforts to position his clients for success at the ballot box. Once a measure is on the ballot, Charles works with advocacy campaign committees to run efficient and effective campaigns to achieve voter approval for ballot measures.

Charles has led campaigns in all parts of California — from large urban environments like Oakland, San Jose and Los Angeles to suburban environments like Marin, Riverside, and Orange County to rural and agricultural communities like Plumas County, Truckee and Stanislaus County. Charles has worked with a diverse range of public agencies across the western United States, ranging from school and community college districts to healthcare districts, transportation agencies, cities and counties, park and recreation districts, libraries and fire districts.

Before his career in public finance campaigns, Charles worked as a policy analyst for a public policy think tank, as an aide in the California Legislature and as a reporter for a local newspaper.

Charles is a graduate of the University of California at Davis with degrees in Political Science and English, and he earned a Master's Degree from the London School of Economics. Charles grew up in Southern California and now lives in the East Bay with his wife Eva, his son Alexander and his daughter Lillian.

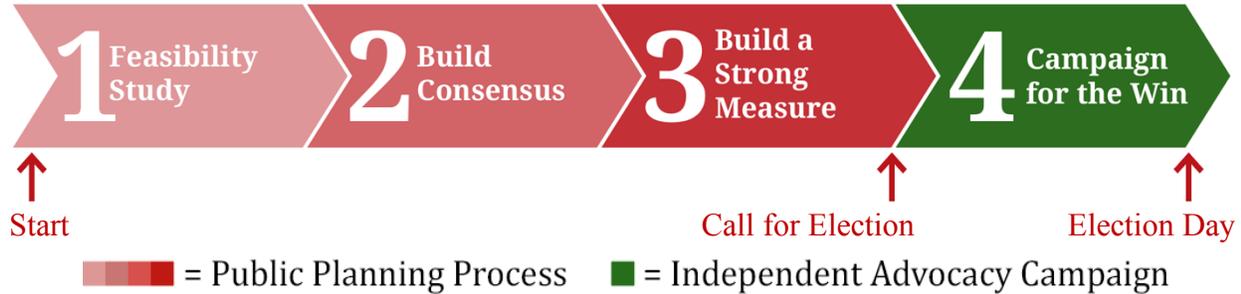
Dennis DeSnoo, Partner

DeSnoo & DeSnoo

Dennis will focus on local community outreach and coalition building for this project. He is a former aide to a U.S. Senator and a regional field organizer for two presidential campaigns. A specialist in local public affairs, Dennis has represented elected officials, industry, developers, trade associations, realtor organizations, cities, water districts, sanitation districts and educational associations in both Northern and Southern California.

Dennis represents various businesses and government agencies in California, directing their local public affairs operations. A sampling of recent public affairs clients includes: The Irvine Company, Shapell Industries, The Haagen Company, Waste Management, Orange Lutheran High School, Pick Your Part, Caribou Industries, Costa Mesa Firefighters, the Newport Beach Chamber of Commerce and various cities in Southern California. In addition, he serves as an advisor to local elected officials and is a frequent speaker on public affairs and campaign management.

TBWB Approach



TBWB has a proven approach for successful bond measures that involves four critical steps. In order to facilitate the execution of these steps in partnership with the district and other collaborators, your TBWB team will attend meetings, organize conference calls and provide reports to drive the process forward and ensure that the Board of Trustees and Superintendent/President are kept abreast of progress. Following are detailed descriptions of each step in our process.

Feasibility Study



TBWB will help you assess the basic viability of a bond measure in your community. We will work closely with you, your financial advisor, bond counsel and a pollster to develop a questionnaire and voter sampling strategy that will help you tackle the key strategic questions that must be answered in order to set your measure on a path to victory.

TBWB will help you answer:

- Is it reasonable to think that a bond measure can achieve the needed 55% support from voters?
- What projects and/or facilities are voters most likely to fund?
- What is the optimal timing for an election? What level of voter turnout helps maximize support?
- What tax rate and bond amount will voters support?
- Does sufficient community awareness of your needs already exist or is proactive outreach required to build awareness?
- How might specific accountability protections be included in a successful measure?
- What controversies or competing issues must be considered before moving forward?

We often like to involve key stakeholders from the colleges and the community in the process of developing the survey so that they become invested in the bond measure process from the very beginning. Once the survey data is collected and analyzed, we will provide detailed recommendations to you and your Board of Trustees for moving forward with a bond measure.

Build Consensus



If the Feasibility Study results in a green light for moving forward with a bond measure, we generally recommend a public information and outreach program to educate the community about your needs and build broad consensus around a solution.

TBWB will:

- Develop information-only messaging and a plan for getting the message out to key audiences
- Prepare information to be added to your website, distributed through social media and included in newsletters
- Provide talking points, answers to frequently asked questions and presentations and message training for campus and community meetings
- Write, design and produce informational mailings and advertising to educate, inform and engage voters
- Develop strategies and plans to inform and engage key internal stakeholder groups within your colleges, including faculty, staff, students, leaders of your foundation and others
- Develop strategies and plans to inform and engage influential external groups including current and former elected leaders, local business and industry leaders, key neighborhood leaders, faith community leaders, ag leaders and others

Build a Strong Measure

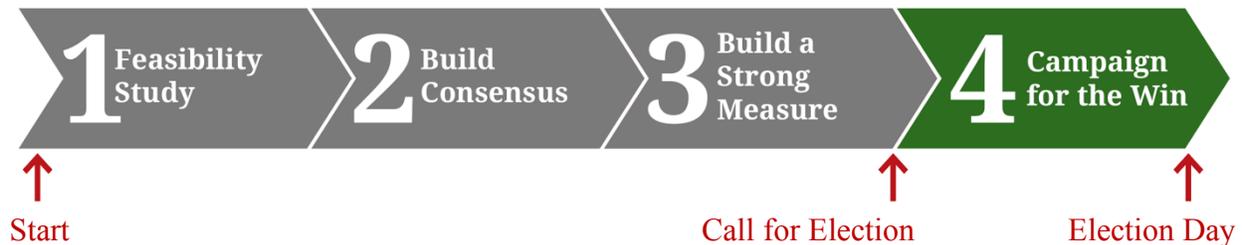


Once we know what a viable, winnable bond measure looks like, TBWB will work with you, your financial advisors and your legal advisors to develop the specific details of your measure and qualify for the ballot.

Specifically, TBWB will:

- Work with you and your financial team to finalize amounts, tax rates and the structure of your measure
- Refine your project list, facility plans and/or program budgets to make sure they are written in clear and understandable language and feature projects and programs that are high priorities for voters
- Work with you and your legal counsel to develop important taxpayer accountability protections, including an independent citizens' oversight committee and public reporting process
- Work with you and your legal counsel to develop all resolutions required for calling the election
- Develop the critical ballot question that will appear on ballots
- Develop and refine the full text of the measure, project list, tax rate statement and other materials that will appear in the ballot pamphlet mailed to all voters
- Present recommendations and documents to your Board of Trustees for formal approval
- Work with the elections officials in your area to qualify for the ballot

Campaign for the Win



The next step in the process is to mount a strategic advocacy campaign to secure the votes needed to win on Election Day. This is the only step in the process that cannot be funded by the college district or with public funds. While the college district can continue to provide information to residents about the measure, only a privately funded campaign committee can advocate for the measure. We will work with you to identify leaders who might volunteer to step forward to run such an effort. Typically, as a consultant to volunteer campaign committees, we build campaign plans with the following elements to ensure the best possible chance of success on Election Day:

- **Unique.** We won't rely on a "cookie-cutter" campaign plan, but rather work with your volunteers to develop a winning plan that makes sense for your community.
- **Effective messaging and materials.** Campaign logos, brochures, websites, social media and other materials must be eye-catching and have a local feel in order to persuade and motivate voters effectively.
- **Avoiding controversy and obstacles.** We can't take anything for granted in today's economic and political environment. To win, it is important to run an organized campaign that avoids controversy and neutralizes opposition to the extent possible.
- **Good teamwork.** Above all, winning campaigns take good teamwork. We work closely with pollsters, professionals, committee members and other local partners.
- **Efficient grassroots organizing.** The time and energy of your volunteers are precious resources. We'll work with you to develop a plan that maximizes the impact of their efforts on the outcome of the election.
- **Strong fundraising.** Fundraising for local ballot measures can be a challenge. It takes resources to get your message out to the voters who will determine the outcome of your election. We can help you create a fundraising plan to help you raise the resources needed to win.

***Note: The information provided above is intended as information to convey TBWB's full range of services available to assist with the bond measure process. The services described here are not proposed as part of the scope of services for RSCCD. If a bond measure is placed on the ballot and an independent advocacy committee forms, these services would be offered to that group and privately funded under a separate agreement.*

Fees

As is the standard in our industry, TBWB contracts on a fixed-fee basis. For a college district the size of RSCCD, our standard consulting fee is \$6,500 per month. Reimbursable business expenses for travel will be billed separately along with any other hard costs associated with printing and postage for informational materials. Our contract can be severed at any time if you chose to abandon or delay your bond measure planning effort. Partial months of services would be billed at a prorated amount. For months in which Dennis DeSnoo is engaged to provide services, an additional \$2,000 will be charged.

To help you estimate hard costs related to the production of informational materials, the cost of producing and mailing an 11x17 informational newsletter to all voter households in RSCCD (119,793 households) is \$62,650. We will work with you to develop an appropriate budget for these costs through the development of the public outreach plan. For budget estimating, most college districts send two to three informational community mailers during the bond measure planning process. Additional pricing is available upon request.

Once a bond measure is placed on the ballot, we would be happy to discuss the services and related fees that might be needed by an independent campaign committee formed to advocate for the passage of the measure.

References

Glendale Community College District

David Viar, President
(818) 240-1000
dviar@glendale.edu

San Bernardino Community College District

Jose Torres, Executive Vice Chancellor
(909) 382-4021
jtorres@sbccd.cc.ca.us

Chaffey College

Melanie Siddiqi
Vice President, Administrative Affairs
(909) 652-6780
melanie.siddiqi@chaffey.edu

Garden Grove Unified School District

Gabriela Mafi, Ed.D., Superintendent
Rick Nakano, Assistant Superintendent, Business Services
(714) 663-6111 or (714) 663-6446
gmafi@ggusd.us
rnakano@ggusd.us

Santa Ana Unified School District

Stefanie Phillips, Superintendent
Orin Williams, Assistant Superintendent, Facilities and Governmental Relations
(714) 480-5356
Stefanie.Phillips@SAUSD.US
Orin.Williams@SAUSD.US

Tustin Unified School District

Gregory A. Franklin, Superintendent
(714) 730-7301
gfranklin@tustin.k12.ca.us

COMBINED EXPERIENCE OF TBWB'S PARTNERS



With experience on over 430 successful local funding measures for all types of public agencies, TBWB has worked in virtually all parts of our home state.

We've passed measures in sparsely populated rural areas, suburban communities in Northern and Southern California as well as the urban neighborhoods of California's biggest cities.

Community College Districts

- Allan Hancock College
- Antelope Valley College
- Cabrillo College
- Chabot-Las Positas CCD
- Chaffey College
- College of the Canyons
- College of Marin
- College of the Siskiyous
- Contra Costa CCD
- Foothill-De Anza CCD
- Gavilan College
- Glendale College
- Hartnell College
- Lane Community College (Oregon)
- Mendocino College
- Mira Costa College
- Napa Valley College
- Peralta CCD
- Mt. San Jacinto CCD
- Rancho Santiago CCD
- San Bernardino CCD
- San Joaquin Delta CCD
- San Mateo CCD
- Santa Barbara City College
- Santa Monica College
- Santa Rosa Junior College
- Yuba College

Hospitals and Health Care

- Alameda County Medical Center*
- Cascade Valley Hospital (WA)*
- Daughters of Charity Health System
- Plumas Healthcare District*
- Salinas Valley Memorial Healthcare System
- Save Laguna Hospital
- Seton Medical Center
- Tahoe Forest Hospital District*
- Valley Medical Center (Washington)*
- West Contra Costa Healthcare District*
- Valley Health System

Transportation

- AC Transit District*
- Fresno County Transportation Authority
- Metropolitan Transportation Commission
- Monterey-Salinas Transit
- Napa County Transportation Agency
- San Benito County Transportation
- San Mateo County Transit District
- Santa Clara County BART
- Santa Cruz County Regional Transportation Commission
- Sonoma County Transportation Authority
- Stanislaus County Transportation
- Transportation Agency of Monterey County
- Transportation Authority of Marin
- Truckee/North Tahoe Transportation Agency

Parks, Open Space and Water Districts

- Alameda County Clean Water Program
- Camden Water
- Fresno Parks
- Greater Vallejo Recreation District
- Hayward Area Recreation District
- Los Angeles County Flood Control District
- Los Angeles County Regional Park and Open Space District
- Marin Agricultural Land Trust
- Marin County Parks and Open Space
- Midpeninsula Regional Open Space District
- Missoula Open Space (Montana)
- Monterey Peninsula Regional Park District
- Napa County Regional Park and Open Space District
- Pleasant Hill Recreation and Park District*
- Santa Clara County Open Space Authority
- Santa Clara County Parks
- Santa Clara Valley Water District
- Save the Bay
- Sonoma County Agricultural Preservation and Open Space District
- Zone 7 Water Agency (Alameda County)

*(Partial List) *Projects managed by Charles Heath while at a prior firm.*

Fire Districts

East Contra Costa Fire Protection District
 Fresno County Fire Protection District
 Marin County Fire Department
 North Tahoe Fire Protection District
 Oakland Wildfire District*
 Santa Cruz County Fire District - CSA48
 Truckee Fire Protection District

Cities, Counties and Special Districts

Alameda Free Library*	City of Salinas
Citizens for Carmel Valley	Town of San Anselmo
City of Alameda	City of San Bernardino*
City of Barstow	City of San Carlos
City of Burlingame	City of San Gabriel*
City of Campbell	City of San Jose
City of Chula Vista	City of San Rafael
City of Colton*	City of Santa Cruz
Town of Corte Madera	City of Santa Fe Springs
City of Del Mar	City of Santa Monica
City of Diamond Bar	City of Santa Rosa
City of Downey	City of South Lake Tahoe
City of Emeryville	City of South Pasadena
City of Fairfield	Town of Truckee
City of Foster City	City of Union City*
City of Fremont	City of Vacaville
City of Glendale	City of Ventura
City of Gustine	City of Watsonville
City of Kerman	Town of Windsor
City of Lafayette	Yuba City
City of Laguna Beach	Los Angeles County
City of Los Altos	Homeless Initiative
City of Madera	Marin County
City of Manteca	Marin County Free Library
City of Merced	Merced County Association
City of Morgan Hill	of Governments
City of Murrieta	Napa County
City of Oceanside	Oakland Public Library*
City of Pacifica	Pacifica Library
City of Palm Springs	Placer County
City of Palmdale	San Mateo County
City of Palo Alto	Santa Clara County
City of Pleasant Hill	Santa Clara County Libraries*
City of Pomona	Santa Cruz County
City of Port Hueneme*	Santa Cruz County Library
City of Redwood City	

Statewide Measures

Proposition 1 2018 – Veterans and Affordable Housing Act
 Proposition 2 2018 – Homeless Mental Health Housing Act

High School Districts

Campbell Union High SD
 Chaffey Joint Union High SD
 Delano Joint Union High SD
 East Side Union High SD
 Fremont Union High SD*
 Fullerton Joint Union High SD
 Galt Joint Union High SD
 Grant Joint Union High SD
 Jefferson Union High SD
 Los Gatos-Saratoga Union High SD
 Mountain View-Los Altos High SD
 Nevada Joint Union High SD
 Oxnard Union High SD
 Perris Union High SD
 Petaluma Joint Union High SD
 Placer Union High SD
 Roseville Joint Union High SD
 San Benito High SD
 San Dieguito Union High SD
 San Mateo Union High SD
 San Rafael High SD
 Santa Cruz City High SD
 Santa Rosa High SD
 Sequoia Union High SD
 Tamalpais Union High SD
 William S. Hart Union High SD

*(Partial List) *Projects managed by Charles Heath while at a prior firm.*

Elementary School Districts

Alisal Union SD
 Alpine Union SD
 Alta Loma SD
 Alum Rock Union Elementary SD
 Anaheim Elementary SD
 Auburn Union SD
 Beardsley SD
 Belmont-Redwood Shores SD
 Berryessa Union SD
 Buena Park SD
 Burlingame SD
 Cambrian SD
 Campbell Union SD
 Castaic Union SD
 Central SD
 Centralia Elementary SD
 Cupertino Union SD
 Del Mar Union SD
 Dixie SD
 Fountain Valley SD
 Franklin-McKinley SD
 Fruitvale SD
 Hermosa Beach City SD
 Huntington Beach City SD
 Jefferson Elementary SD
 Kentfield SD
 Lakeside Union SD (San Diego County)
 Larkspur-Corte Madera SD
 Live Oak SD
 Loma Prieta Joint Union SD
 Los Altos SD
 Los Gatos Union SD
 Lowell Joint SD
 Menifee Union SD
 Millbrae SD
 Modesto City Elementary SD
 Moraga SD
 Moreland SD
 Mount Pleasant Elementary SD
 Mountain View Whisman SD
 Norris SD
 North Sacramento SD
 Oakley Union Elementary SD
 Ocean View SD (Orange County)
 Orinda Union SD
 Pacifica SD
 Palmdale SD
 Perris Elementary SD
 Petaluma City Elementary SD
 Portola Valley SD
 Ravenswood City SD
 Redwood City SD
 Reed Union SD
 Rosemead SD
 Roseville City SD*
 Ross Valley SD
 San Carlos SD
 San Mateo-Foster City SD
 San Rafael Elementary SD
 Santa Cruz City Elementary SD
 Santa Rita Union SD
 Santa Rosa Elementary SD
 Saratoga Union SD
 Saugus Union SD
 Savanna SD
 Soquel Union Elementary SD
 Stanislaus Union SD
 Sulphur Springs Union SD
 Sunnyvale SD*
 Union SD
 Westminster SD

Unified School Districts

Alameda USD
 Albany USD
 Amador County USD
 Arcadia USD
 Azusa USD
 Baldwin Park USD
 Bassett USD
 Bonsall USD

Unified School Districts (cont.)

Cabrillo USD
 Carlsbad USD
 Castro Valley USD
 Charter Oak USD
 Claremont USD
 Conejo Valley USD
 Corona-Norco USD
 Cotati-Rohnert Park USD
 Culver City USD
 Davis Joint USD
 Downey USD
 Dublin USD
 El Rancho USD
 Emery USD*
 Evansville-Vanderburgh School Corporation (Indiana)
 Fairfield-Suisun USD
 Folsom Cordova USD
 Fremont USD
 Garden Grove USD
 Glendale USD
 Hayward USD
 Irvine USD
 Jurupa USD
 Kerman USD
 La Cañada USD
 Lake Elsinore USD
 Lammersville USD
 Las Virgenes USD
 Lompoc USD
 Los Alamitos USD
 Madera USD
 Manhattan Beach USD
 Martinez USD
 Milpitas USD
 Monterey Peninsula USD
 Moreno Valley USD
 Morgan Hill USD
 Mount Diablo USD
 Mountain Empire USD
 Napa Valley USD
 New Albany Floyd County Consolidated School Corporation (Indiana)
 Newark USD
 New Haven USD
 Novato USD
 Oakland USD*
 Oak Park USD
 Orange USD
 Pajaro Valley USD
 Palo Alto USD
 Palos Verdes Peninsula USD*
 Paradise USD
 Patterson Joint USD
 Piedmont USD*
 Pleasanton USD
 Poway USD*
 Riverside USD
 San José USD
 San Lorenzo Valley USD
 San Marcos USD
 San Marino USD
 San Ramon Valley USD
 Santa Ana USD
 Santa Monica-Malibu USD
 Scotts Valley USD
 Simi Valley USD
 Snowline Joint USD
 Sonoma Valley USD
 South Pasadena USD
 South San Francisco USD
 St. Helena USD
 Tahoe Truckee USD
 Torrance USD*
 Tustin USD
 Val Verde USD
 Vallejo City USD
 Vista USD
 Walnut Valley USD
 West Contra Costa USD
 Westside SD 66 (Nebraska)
 Woodland Joint USD
 Yucaipa-Calimesa Joint USD

MANAGEMENT CONSULTING AGREEMENT

THIS MANAGEMENT CONSULTING AGREEMENT ("Agreement") is made effective as of April 15, 2019 (the "Effective Date") by and between RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT ("Client") and TERRIS BARNES WALTERS BOIGON HEATH, INC., a California Corporation (DBA "TBWB").

RECITALS

- A. Client needs assistance evaluating the electoral feasibility of a bond measure, developing a measure for the ballot and implementing a public outreach and communications program to raise awareness of the Client's funding needs.
- B. TBWB is a professional consulting firm that provides ballot measure electoral feasibility, public outreach and communication consulting services.
- C. Client desires that TBWB provide certain consulting services to Client with respect to a bond measure ("Measure") pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. Engagement of TBWB. Client hereby engages TBWB to perform the following services (collectively, "Services"):
 - a. Feasibility Assessment. TBWB shall perform any of the following services as needed to assess the electoral feasibility of the Measure for Client:
 - 1) Develop potential bond measure strategies to meet Client's funding needs to be tested in polling;
 - 2) Collaborate with Client's pollster to design, conduct and analyze an opinion survey of voters in the District to assess the feasibility of a bond or measure;
 - 3) Conduct a demographic analysis of voters in the District and how they break into key sub-groups by age, ethnicity, political party, length of residency and other key criteria;
 - 4) Analyze past election results in the District and region to understand voter turnout trends and other relevant voting patterns;
 - 5) Research other local tax proposals that may be heading to an upcoming ballot that could compete with Client's Measure; and
 - 6) Make specific recommendations regarding the optimal election date, bond amount, tax rate, tax structure and other important Measure features.
 - b. Ballot Measure Development. If the Feasibility Assessment results in a recommendation to prepare a Bond Measure for the ballot and the Governing Board approves related consulting services, TBWB shall perform any of the

following services as needed to assist Client in preparing the Bond Measure for the ballot:

- 1) Recommend the final the list of projects to be funded by the measure and prepare messaging that clearly articulates how these projects will benefit from revenue provided by the measure;
 - 2) Recommend procedures for the taxpayer accountability protections, including a process for an independent citizens' oversight committee;
 - 3) Work with legal counsel to develop a resolution calling for the election;
 - 4) Work with legal counsel to develop the 75-word ballot question;
 - 5) Work with legal counsel to develop and refine the full text of the measure and other materials that will appear in the ballot pamphlet mailed to all voters;
 - 6) Present recommendations, documents and resolutions to the Governing Board for approval; and
 - 7) Work with the County Registrar of Voters Office to assist Client in completing the process of qualifying for the ballot.
- c. Public Information. If the Feasibility Assessment results in a recommendation to prepare a Bond Measure for the ballot and the Governing Board approves related consulting services, TBWB shall perform any of the following services as needed to raise awareness of Client's funding needs and the Bond Measure proposal:
- 1) Develop talking points, answers to frequently asked questions and provide message training for staff and spokespeople;
 - 2) Develop informational fact sheets to be distributed on campus and at campus functions;
 - 3) Provide content related to the Bond Measure to be added to Client's website, included in email updates and added to newsletters;
 - 4) Prepare PowerPoint presentations for campus and community meetings;
 - 5) Write, design, and produce mailings to educate, inform and engage voters;
 - 6) Develop strategies and plans to inform and engage key internal stakeholder groups, including students, student families, faculty, staff, administrators, bargaining units, the Board and others; and
 - 7) Develop strategies and plans to inform and engage influential external groups including elected leaders, business leaders, city leaders, ethnic community leaders, faith community leaders, taxpayer groups and others.
- d. Employment of Additional Personnel. In connection with the consulting services to be provided under this Agreement, TBWB shall utilize its own employees and retain third party vendors pursuant to Section 3.b. TBWB shall not be required to employ any additional personnel to assist TBWB in the performance of TBWB's duties. TBWB may recommend that Client hire additional personnel to assist TBWB. Any such personnel shall be hired and paid by Client, under the direction and control of Client, and may be discharged

by Client. In every instance, such additional personnel shall be considered an employee of Client, not TBWB. The foregoing shall not limit TBWB's right to hire, pay, and/or discharge its own employees.

2. Term of Agreement. The term of this Agreement ("**Term**") shall commence on the Effective Date and shall continue until the earliest of:
 - a. Thirty (30) calendar days following the Board's adoption of a resolution calling for a bond election.
 - b. Either party may terminate this Agreement at any time without cause by giving thirty calendar (30) days' advance written notice to the other party.
 - c. Termination of this Agreement by TBWB at any time for non-payment of any amount owed to TBWB under Section 3.

3. Compensation. In consideration for the Services to be rendered by TBWB pursuant to this Agreement, Client shall pay the following fees to TBWB:
 - a. Base Consulting Fee. TBWB shall be paid a Base Consulting Fee of \$6,500 per month, payable within 30 days of receipt of invoice. The Base Consulting Fee shall be calculated on a pro-rata basis for the initial and/or final month of service if less than a full calendar month.
 - b. Payments on Certain Purchases and Rentals. All media and advertising goods and services shall be purchased or rented from TBWB by Client according to the agreed upon schedule of prices, which is attached hereto as Exhibit 1 and incorporated herein by reference. The schedule of prices lists the entire cost of purchasing or renting media goods and services from TBWB. TBWB shall in turn subcontract the work to third party vendors, giving preference to third party vendors who donate or discount their services. Payment for such items shall be made in advance by Client to TBWB, or to the third party vendor at the discretion of TBWB.
 - c. Reimbursement of Expenses. Client shall reimburse TBWB for expenses incurred by TBWB from time to time in connection with the performance of the Services described herein, which includes, but is not limited to, automobile mileage at the established IRS reimbursement rate at the time at the time of travel, parking fees, copying fees, telephone charges, postage and other out-of-pocket expenses. TBWB shall submit a report of actual expenses, and within thirty (30) days thereafter, Client shall reimburse TBWB in full. Expenses billed to Client shall not exceed \$1,000 in the aggregate, per calendar month without the verbal or written approval of Client. Any verbal approval shall be confirmed in

writing by either party. Client may designate in writing an individual(s) with authority to approve expenses on Client's behalf.

4. Indemnification and Limitation of Liability.

a. Each party (the "Indemnifying Party") agrees to indemnify, defend and hold harmless the other party (the "Indemnified Party") from all losses, liabilities, damages, claims, costs or expenses (including reasonable attorney fees or court costs) resulting solely and directly from the Indemnifying Party's material breach of any provision in this Agreement, willful misconduct, gross negligence, or infringement of any patent, copyright, trade secret, or other proprietary right related to any material the Indemnifying Party furnished to the Indemnified Party pursuant to this Agreement; provided, however, this Section does not cover any acts or omissions by any third party pollsters. The Indemnified Party agrees to give the Indemnifying Party prompt written notice of any claim or other matter as to which it believes this indemnification provision applies, and to co-operate with the Indemnifying Party in the defense of any such claim or other matter.

5. Expenditure Authority. Only Client, or a person designated by Client, shall have the authority to approve any single expenditure in excess of \$500. TBWB shall not commit Client to any expenditure, nor incur any obligation on behalf of Client, in excess of \$500 without verbal or written approval from Client. TBWB shall not spend more than the amount so approved plus 5% without securing additional approval from Client. Any verbal approval shall be confirmed in writing by either party. Client may designate in writing an individual(s) with authority to approve expenditures on Client's behalf.

6. Approval of Materials. Client is responsible for giving final approval of materials developed by TBWB for distribution to the public, including, without limitation, informational fact sheets, Client's website content related to the Measure, PowerPoint presentations and mailers. Approval of mailers must be given in writing by the Superintendent/President or his or her designee. Approval of all other materials besides mailers may be given verbally or in writing by any authorized agent of Client.

7. Termination Payments. Upon termination of this Agreement, Client shall pay TBWB the following.

a. Base Consulting Fee. Client shall pay TBWB on the termination date any Base Consulting Fee that is owed under Section 3.a for Services performed up to and including the date of termination.

b. Reimbursement for Payments to Vendors. Upon termination of this Agreement, Client shall pay TBWB on the termination date all amounts

advanced by TBWB pursuant to Section 3.b that have not been paid by Client, including, but not limited to, any amounts owed to third party vendors retained by TBWB and any cancellation fees charged by such third party vendors.

- c. Reimbursement of Expenses. Within thirty (30) days after termination of this Agreement, TBWB shall submit a final accounting of TBWB's expenses pursuant to Section 3.c, and within ten (10) days thereafter, Client shall pay TBWB for all expenses incurred on behalf of Client.

8. Proprietary Rights and Licenses.

- a. Any idea, improvement, invention, discovery, process, development, design, know-how, data, logo, trademark, service mark, or work of authorship (collectively referred to as "Developments" and which shall include all intellectual property rights related thereto) conceived of, developed, or first reduced to practice in the performance of Services hereunder for Client shall be and remain the exclusive property of TBWB and may be treated and dealt with by TBWB as such without payment of any consideration to Client. The Development intellectual property rights shall include any patents, copyrights, moral rights, trademarks, trade secrets, industrial design, maskworks, and all other similar rights and protections, including without limitation all applications for registration of any of the foregoing, anywhere in the world (in each case, whether or not patentable or registrable under patent, copyright, trademark, or similar statutes). Client shall make reasonable efforts to preserve such Developments as confidential during the Term of this Agreement and thereafter and, upon TBWB's request, shall execute such documents and instruments as TBWB shall reasonably request as necessary to confirm and vest title to such Developments in TBWB under any applicable law.
- b. TBWB hereby grants Client a perpetual, royalty-free, non-exclusive right and license (but without the right to sublicense) to use, modify, reproduce, perform, release, display, create derivative works from, and disclose Developments within the District for any legitimate District purpose, which shall not include any commercial purpose or impermissible advocacy activities prohibited by applicable law.

9. Compliance with Relevant Laws. Client agrees to comply, during the course of this Agreement, with all applicable Federal, State and Municipal laws, including any applicable public disclosure laws and any applicable laws governing the expenditure of public funds, and obtain the necessary legal, accounting, and other Services necessary to comply with all such laws. Client is solely responsible for determining whether the Services performed by TBWB under this Agreement constitute permissible informational activities or impermissible advocacy activities pursuant to applicable law.

Client acknowledges that TBWB does not provide any guidance or advice in this regard and Client's legal counsel has final review and responsibility for compliance with all legal requirements.

10. Relationship Between the Parties. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture or any relationship other than an independent consulting relationship between Client and TBWB, or cause TBWB to be responsible in any manner for the debts and obligations of Client.
11. Attorneys' Fees. If either party retains counsel to represent that party in any controversy, dispute or claim arising out of or relating to this Agreement, including any claim for the purpose of enforcing, or preventing the breach of, any provision of this Agreement, obtaining damages by reason of any alleged breach of any provision of this Agreement, obtaining a declaration of such party's rights or obligations under this Agreement, or obtaining any other legal remedy (a "Dispute"), before an arbitrator or a court of competent jurisdiction, the prevailing party shall be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which the prevailing party may be entitled.
12. Limited Warranty. TBWB warrants that it shall perform the Services in a professional manner in accordance with commercially reasonable industry standards for similar services. TBWB makes no warranty, express or implied, concerning the results of the Services, including, without limitation, the success of the Measure. TBWB makes no warranty concerning, and is not responsible for, any services performed by third party pollsters. To the full extent permitted by law, all implied warranties are hereby excluded.
13. Arbitration. To the fullest extent permitted by law, any Dispute, as defined in Section 12, shall be settled by binding arbitration administered by the American Arbitration Association in San Francisco, California under its Commercial Arbitration Rules that are in effect at that time ("Rules"), which may be obtained from www.adr.org or from any AAA office. In the event of any conflict between the Rules and this Section, this Section shall apply. The parties agree to submit to the jurisdiction of a single neutral arbitrator selected in accordance with the Rules. The arbitration shall be governed by the laws of the State of California, including, but not limited to, the California Arbitration Act (Code of Civil Procedure § 1280 et seq.). The arbitrator shall have discretion to award damages, and to fashion any other remedy or relief otherwise available under applicable law in a court proceeding. The arbitrator shall award the prevailing party reasonable attorneys' fees and costs pursuant to Section 12. The arbitrator shall provide a written award, including findings of fact and the conclusions of law on which the decision is based. The arbitrator shall not have the power or authority to commit errors of law or legal reasoning. The parties each expressly waive the right to a jury trial, and agree that the arbitrator's award

shall be final and binding on the parties; provided that any award shall be reviewable for legal error, confirmation, correction or vacatur pursuant to California Code of Civil Procedure §1285 et seq. Any action to review the arbitration award shall be filed and maintained in a California state court of competent jurisdiction.

14. Assignment. Client shall not have the right to assign Client's rights or delegate Client's obligations under this Agreement without the prior written consent of TBWB, which consent may be withheld in TBWB's sole and absolute discretion. Any attempted assignment or delegation in violation of this provision is void and will entitle TBWB to terminate this Agreement.
15. Exclusivity of the Agreement. During the Term of this Agreement, Client shall not engage any other person or entity to perform any acts or services to be performed by TBWB under this Agreement without the prior written approval of TBWB. TBWB's right to perform consulting, media management, or any other services for any other person or party shall not be limited in any way.
16. Notices. Any notice required or permitted under this Agreement shall be in writing and shall be addressed to the other party at the address set forth on the signature page of this Agreement. A notice shall be effective (i) upon personal delivery if given by hand delivery, (ii) the date of the completed transmission if given by facsimile, (iii) one business day after deposit, prepaid, with Federal Express or similar overnight delivery service for next business day delivery, or (iii) two business days after deposit with the United States Post Office, by registered or certified mail, postage prepaid. Each party may, by five days advance written notice to all other parties, specify any other address for the receipt of such notices.
17. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and it supersedes and replaces any prior or contemporaneous understandings or agreements, whether written or oral, between the parties with respect to such subject matter. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.
18. Applicable Law. This Agreement and the rights of the parties shall be governed by and construed and enforced in accordance with the laws of the State of California, except that the Agreement shall be interpreted as though drafted jointly by both parties.
19. Severability. In case one or more of the provisions contained in this Agreement, or any application of the provisions, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the

remaining provisions of this Agreement, and any other application thereof, shall not in any way be affected or impaired.

20. Captions for Convenience. The captions and headings in this Agreement are for convenience only and shall not be considered in interpreting any provision of this Agreement or in determining any of the rights or obligations of the parties to this Agreement.
21. Waiver and Amendment. No breach of any provision of this Agreement can be waived unless in writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach. This Agreement may be amended only by a written agreement executed by the parties hereto at the time of the modification.
22. Binding Effect. This Agreement shall be binding upon, and inure to the benefits of, the parties and their respective heirs, executors, administrators, successors and permitted assigns.
23. Counterparts; Signatures. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one Agreement. The parties agree that signatures on this Agreement transmitted via facsimile or electronically in PDF format have the same force and effect, and are considered the same as, originals.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Management Consulting Agreement as of the date first written above.

**TERRIS BARNES WALTERS BOIGON
HEATH, INC.**

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT**

By: 

By: _____

Name: Charles Heath

Name: Peter J. Hardash

Title: Partner

Vice Chancellor for Business Operations/
Title: Fiscal Services

Address for Notices:
400 Montgomery Street, 7TH Floor
San Francisco, CA 94104

Address for Notices:
2323 N. Broadway
Santa Ana, CA 92706

**Exhibit 1
Schedule of Prices**

To: Rancho Santiago Community College District
From: TBWB
Subject: Subvendor/Subcontractor Pricing
Date: April 8, 2019

Informational Mailer to Voter Households

Estimated quantity of all voter households:	119,793
Cost for brochures (11x17 or equivalent, 1 or 2-fold, 4-color):	\$62,650

Price includes design, pre-press, print, labels, labeling, post office check-in, stock photography, non-profit bulk rate postage, shipping and sales tax.

Coalition Building Subconsultant

Desnoo & Desnoo: \$2,000 per month

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: April 16, 2019
Re:	Approval of Resource Development Item	
Action:	Request for Approval	

ANALYSIS

An item for the following categorically funded program was developed.

	<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
1.	Certified Nursing Assistant Expansion Grant (SCC) One time funding from the California Community Colleges Chancellor's Office to increase the number of certified nursing assistants that enroll or complete a Certified Nursing Assistant Training Program. (18/19). <i>No match required.</i>	01/01/2019	\$90,000

RECOMMENDATION

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

Fiscal Impact: \$90,000	Board Date: April 16, 2019
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 # 2253
NAME: Strong Workforce Program - Certified Nursing Assistance (CNA)
Santiago Canyon College (Orange Education Center)
FISCAL YEAR 2018/2019

Contract Period: 01/01/2019 - 06/30/2021

PROJ. ADM.: Jose Vargas

Contract Amount: \$90,000

PROJ. DIR.: Christine Gascon

Prime Sponsor: California Community Colleges Chancellor's Office

Date: 03/20/2019

Fiscal Agent: Rancho Santiago CCD

Prime Award #: Categorical Apportionment

GL Account String	Description	New Budget	
		Debit	Credit
12_2253_000000_20000_8659	Other Reimb Categorical Allow : Santiago Canyon		90,000
12_2253_679000_20000_5865	Indirect Cost: Santa Ana College - @ (4%)	3,461	
12_2253_619000_28100_1450	Part-time Coordinator: Continuing Ed Division - \$1,047.25 x 51.55 weeks	53,986	
12_2253_619000_28100_3115	STRS - Non-Instructional :Continuing Ed Division	8,789	
12_2253_619000_28100_3325	Medicare - Non-Instructional :Continuing Ed Division	783	
12_2253_619000_28100_3435	H&W Retiree Fund- Non-Instructional :Continuing Ed Divi	1,960	
12_2253_619000_28100_3515	SUI- Non-Instructional :Continuing Ed Division	27	
12_2253_619000_28100_3615	WCI- Non-Instructional :Continuing Ed Division	1,215	
12_2253_123030_28200_4310	Instructional Supplies: Inst Continuing Ed Division	13,780	
12_2253_123030_28200_6410	Equip-All Other >\$1,000 <\$5,000 :Inst Continuing Ed - Medical Patient Hoyer Lifts = 4 x \$1,500	6,000	
Total 2253 FY 18/19 CNA OEC		90,000	90,000

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date:	April 16, 2019
Re:	Approval of First Amendment to Sub-Agreement between RSCCD and Sequoias Community College District for the 2018/2019 Deputy Sector Navigator Grant (#DO-18-2565-09.01)		
Action:	Request for Approval		

BACKGROUND

Through a competitive grant competition, RSCCD was selected by the California Community Colleges Chancellor's Office (Chancellor's Office or CO), Workforce & Economic Development Division to serve as the Key Talent Administration and Sector Strategy Fiscal Agent. As fiscal agent, RSCCD will oversee disbursement, monitoring and guidance for the Key Talents engaged for the *Doing What Matters* Framework, as well as for other special projects and partners.

ANALYSIS

The Chancellor's Office and the fiscal agent, RSCCD have agreed to change the terms of payment from a reimbursement basis to a set payment schedule. As the workplan activities, outcomes and timelines have been developed in collaboration with the Chancellor's Office, a set payment schedule has been identified as the preferred method of payment. Consequently, a first amendment (#DO-18-2565-09.01) to the sub-agreement with Sequoias Community College District has been developed to revise the payment clause. In addition, the clause on invoicing has been revised to reflect the invoicing process developed by the Chancellor's Office for fiscal agents.

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

RECOMMENDATION

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

Fiscal Impact: none	Board Date: April 16, 2019
Prepared by: Maria N. Gil, Senior Resource Development Coordinator	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

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

This first amendment (hereinafter “Amendment”) is entered into on this 16th day of April, 2019, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Sequoias Community College District, on behalf of **College of the Sequoias** (hereinafter “SUBCONTRACTOR”), which is hosting the **Central Valley/Mother Lode Region Deputy Sector Navigator for Advanced Manufacturing**, to amend that certain agreement #DO-18-2565-09 (hereinafter “Agreement”) between the parties dated October 29, 2018, with a term of November 1, 2018, through October 31, 2019 (hereinafter “Term”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the “Key Talent Administration and Sector Strategy” grant, Prime Award #18-207-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to provide fiscal management and technical support services for the PRIME SPONSOR’s workforce and economic development programs, such as Doing What Matters initiatives and Key Talent positions; and,

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 host and supervise the **Central Valley/Mother Lode Region Deputy Sector Navigator for Advanced Manufacturing**, which is supported by the Grant according to the terms and conditions hereinafter set forth;

NOW, THEREFORE, it is mutually agreed by the Parties to amend the following:

Payment and Invoicing will be amended as follows:

6. Payment and Invoicing

Payment to the SUBCONTRACTOR shall be based on an advanced payment of 40% after the Agreement is fully executed, a progress payment of 50%, and a final payment of 10%. Payments will occur through submission of invoices.

SUBCONTRACTOR must submit invoices for payment to RS@cccco.edu. Invoices will be reviewed and approved by the Project Monitor and then paid by RSCCD. Refer to the Invoice Form and Instructions (*exhibit D*) for guidance on how to complete and submit invoices. (NOTE: an electronic version of the invoice form will be provided to the SUBCONTRACTOR).

Except as amended herein, all other terms and provisions of the Agreement, to the extent that they are not inconsistent with this 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 day 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: _____

Board Approval Date: April 16, 2019

By: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Employer/Taxpayer Identification Number (EIN)

List of Exhibits (revised January 2019)

Exhibit A: Scope of Work (Appendix B – Application Forms) approved by Chancellor’s Office

Exhibit B: Host, Supervisor of Record, and Deputy Sector Navigator Roles and Responsibilities

Exhibit C: Articles I, Rev. 07/2018 and Article II, Rev. 05/14

(NOTE: Articles I and II are included as a reference for the appropriate and allowable use of grant funds. The payment and reporting terms in the Articles only pertain to the Fiscal Agent. The payment and reporting terms for the SUBCONTRACTOR are in the body of the actual Agreement, under clauses #6 and #7.)

Exhibit D: Invoice Form and Instructions

COLLEGE/DISTRICT LETTERHEAD/LOGO

INVOICE

Date:

Invoice No.:

Name

Address:

City:

State:

Zip:

Attn:

Bill To: Rancho Santiago CCD (RSCCD)
 Attn: Sarah Santoyo
 2323 North Broadway, Ste. 201
 Santa Ana, CA 92706

Agreement Number:

Chancellor's Office Project Monitor:

Payment Type: Advance Payment Progress Payment Final Payment

Other Payment (describe):

Description of Work and Dates Services Rendered:

Total Amount Due: \$

District/College Accounting Office Contact:

District/College Program Contact:

Name:

Name:

Title:

Title:

Email:

Email:

Phone number:

Phone number:

Please send payment to the address above.

Instructions for Invoice Template

All invoices must be submitted electronically to the CCCCCO's Accounting Office inbox (RS@cccco.edu). The email's subject line must state "Invoice Enclosed – District/LEA Acronym – Agreement Number". If you are re-submitting a **corrected** invoice, please state it in the subject line "REVISED Invoice Enclosed -District/LEA Acronym - Agreement Number".

Below are additional details about each field. If you have any questions about this Invoice Template, please contact your CCCCCO Program Contact/Monitor or the Fiscal Agent at Gil_Maria@rscdd.edu.

Letterhead/logo - Insert letterhead or logo image.

Date – Enter the date the invoice was created.

Invoice No. - Enter an invoice number to be used for internal purposes by the community college district/college.

Name –Using the drop down list to select the District name or enter information manually. The name must match the name listed on the grant sub-agreement with the Fiscal Agent.

Address - Enter the District address which should match the grant sub-agreement with the Fiscal Agent.

Agreement Number - Enter the grant sub-agreement number, contract number, or other unique identifier.

Chancellor's Office Project Monitor – Enter the name of the Chancellor's Office Project Monitor. If unknown, enter the Program Name.

Payment Type - Identify the payment type (advance, progress, final or other payment). If other payment is clicked, provide a brief description of the payment type.

Description of Work and Dates Services Rendered - Provide a description of the work performed and the dates of services rendered.

Total Amount Due - Enter the amount invoiced to CCCCCO.

District/College Accounting Office Contact Information - Identify an accounting office contact.

District/College Program Contact Information - Identify a program contact who can address questions about the work performed.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: April 16, 2019
Re: Approval of First Amendment to the Agreement between San Bernardino Community College District and Rancho Santiago Community College District.	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District has established the Institute for Workforce Development (IWD) to meet the training and educational needs of business and industry. IWD identifies the business and their training needs, determines their eligibility for Employment Training Panel (ETP) funds, provides the training and invoicing, and is paid by San Bernardino Community College District under their agreement with the Employment Training Panel (ETP).

ANALYSIS

This is a First Amendment to the existing agreement and extends the agreement term from June 30, 2019 to June 30, 2020.

Project Director: Leila Mozaffari

Project Administrator: Enrique Pérez

RECOMMENDATION

It is recommended that the Board approve this first amendment to the 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: April 16, 2019
Prepared by: Leila Mozaffari, Executive Director, Institute for Workforce Development	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

FIRST AMENDMENT (01)
CONTRACT CONTROL (17541)

The Agreement entered into on 10/15/2018 by and between San Bernardino Community College District and Rancho Santiago Community College District for Training Cohorts.

The following has been amended to:

2. TERM:

As originally written:

CONTRACTOR will commence work under this agreement on 10/15/18, and will diligently prosecute the work thereafter. CONTRACTOR will complete the work not later than 6/30/2019.

CONTRACTOR shall not commence work until the SBCCD (District) Board has approved the Agreement. This agreement may be renewed for two (2) additional one (1) year terms upon written notice by DISTRICT.

Modified to:

CONTRACTOR will commence work under this agreement on 10/15/18 and will diligently prosecute the work thereafter. CONTRACTOR will complete the work not later than 6/30/2020.

CONTRACTOR shall not commence work until the SBCCD (District) Board has approved the Agreement. This agreement may be renewed for two (2) additional one (1) year terms upon written notice by DISTRICT.

All other sections of the Agreement remain unchanged and in force.

Rancho Santiago Community College District San Bernardino Community College District

By: Peter Hardash_____

By: _____

Title: Vice Chancellor, Business

Steven J. Sutorus
Business Manager

Operations / Fiscal Services

Date: _____

Date: _____



INDEPENDENT CONTRACTOR

114 SOUTH DEL ROSA DRIVE
SAN BERNARDINO, CALIFORNIA, 92408

This agreement is made and entered into by and between the San Bernardino Community College District hereinafter referred to as "DISTRICT", and Rancho Santiago Community College District and hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, the DISTRICT needs professional services; Rancho Santiago Community College District agrees to provide training to companies under the Employment Training Panel (ETP); and,

WHEREAS, the CONTRACTOR is professionally and specially trained and competent to provide these services; and,

WHEREAS, the authority for entering into this agreement is contained in Section 53060 of the Government Code and such other provisions of California Law as may be applicable,

NOW THEREFORE, the parties to this agreement do hereby mutually agree as follows:

AGREEMENT

1. DESCRIPTION OF SERVICES

Services shall be rendered per **Exhibit A, Scope of Work**.

2. TERM

CONTRACTOR will commence work under this agreement no earlier than 10/15/18 and will diligently prosecute the work thereafter. CONTRACTOR will complete the work not later than 6/30/2019.

CONTRACTOR shall not commence work until the SBCCD (District) Board has approved the Agreement. This agreement may be renewed for two (2) additional one (1) year terms upon written notice by DISTRICT.

3. COMPENSATION

- A. Payment(s) shall be made following the amounts listed on **Exhibit B**.
- B. The contract amount shall not exceed \$25,000.00 (Twenty-five Thousand Dollars).
- C. Billing: CONTRACTOR shall invoice DISTRICT in the following manner:
 - i. At the completion of training, 75% of the reimbursement due for Employment

Training Panel (ETP) eligible trainees (see Exhibit B) may be invoiced. All original rosters, and copies of ETP enrollment paperwork and evaluations must be given to DISTRICT prior to processing invoice for CONTRACTOR.

- ii. The final invoice, up to 25% (the balance) shall be invoiced after the DISTRICT receives confirmation from ETP that verifies the qualification and 90-day retention of each invoiced participant trained by CONTRACTOR and the DISTRICT has received payment for their training. Any previously paid training funds that are disallowed by ETP will be deducted from the final 25% invoice. CONTRACTOR will be invoiced for any disallowed expenses previously paid by the DISTRICT that exceed this unpaid balance.
- D. District will not withhold federal or state income tax from payments made to CONTRACTOR under this agreement but will provide CONTRACTOR with a statement of payments made by the DISTRICT to CONTRACTOR at the conclusion of each calendar year.

4. TERMINATION

This agreement may be canceled by either party without cause by written notice and with fifteen (15) calendar days.

5. RELATIONSHIP OF PARTIES

DISTRICT and CONTRACTOR hereby agree and acknowledge that CONTRACTOR, in providing the services herein specified, is and at all times shall be acting as an independent contractor. As such, CONTRACTOR shall have the right to determine the time and the manner in which the contracted services are performed, consistent with ETP requirements. DISTRICT shall not have the right to control or to determine the results to be attained by the work of CONTRACTOR, nor the details, methods, or means by which that result is to be attained. CONTRACTOR shall not be considered an agent or employee of DISTRICT and shall not be entitled to participate in any employee fringe benefits of DISTRICT. The relationship of the parties will be based on the IRS guidelines. The DISTRICT reserves the right to make the final determination as to the correct relationship of the parties.

6. CONTRACTOR'S STATUS

Contractor expressly represents and covenants that he/she is a business duly licensed under the relevant rules and regulations of the State of California and that services provided to the DISTRICT are provided pursuant to such rules and regulations.

7. INSURANCE PROVISIONS

- A. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- i. The DISTRICT, its officers, officials, employees and volunteers are to be covered as insured's as respects: liability arising out of work performed by or on behalf of CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR.
 - ii. For any claims related to this project, the CONTRACTOR's Insurance converge shall be primary insurance as respect the DISTRICT, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the DISTRICT, its officers, officials, employees or volunteers shall be excess of the

Consultant's insurance and shall not contribute with it.

- iii. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has to be proved to the DISTRICT.
- B. If the Professional liability, and/or Errors & Omissions coverages are written on a claims- made form:
- i. The retroactive date must be shown, and must be before the date of the contract and/or the beginning of the contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contracted work.
 - iii. The policy providing coverage shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to DISTRICT.
 - iv. A copy of the claims reporting requirements must be submitted to the DISTRICT for review.
- C. 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 DISTRICT. Exception may be made for State Compensations Insurance Fund when not specifically rated.
- D. Verification of Coverage: Consultant shall furnish the DISTRICT with original certificates and amendatory endorsements effecting coverage required by the clause. The Endorsement should be in a format that conforms to DISTRICT requirements. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage require by these specifications at any time.
- E. Waiver of Subrogation: CONTRACTOR hereby agrees to waive subrogation which any insurer or contractor may acquire from vendor by virtue of the payment or any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.
- F. Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the DISTRICT for all work performed by the CONTRACTOR, its employees, agents and subcontractors.

8. CONTRACTOR shall maintain Insurance with limits of no less than as stated below:

General Liability shall have a limit no less than of \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability shall have a limit no less than \$1,000,000 per accident for bodily injury and property damage. The DISTRICT shall be endorsed as additional insured on the policy.

Workers' Compensation shall have a limit no less than that as required by the State of California.

Professional Liability shall have a limit no less than \$1,000,000 per occurrence.

9. HOLD HARMLESS

CONTRACTOR agrees to indemnify, save and hold DISTRICT, its officers, agents and employees harmless from any liability for any claims, accusations, or suits at law or in equity, or in any administrative proceeding, that may be brought by third persons on account of personal injury, death, or damage to property, or a property of business or personal interest, or for any fine, forfeiture or civil penalty arising from any act or omission by CONTRACTOR, its officers, agents, or employees while performing operations under the Agreement, but only in proportion to and to the extent such liability or loss is caused by or results from the negligent or intentional acts or omissions of Contractor, its officers, employees, or agents

DISTRICT agrees to indemnify, save and hold CONTRACTOR, its officers, agents and employees harmless from any liability for any claims, accusations, or suits at law or in equity, or in any administrative proceeding that may be brought by third persons on account of personal injury, death, or damage to property, or a property of business or personal interest, or for any fine, forfeiture or civil penalty arising from any act or omission by DISTRICT, its officers, agents, or employees while performing operations under the Agreement, but only in proportion to and to the extent such liability or loss is caused by or results from the negligent or intentional acts or omissions of District, its officers, employees, or agents

10. AMENDMENTS

This Agreement may be amended or modified only by written agreement signed by both parties. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a continuous waiver of the right to compel enforcement of such provision or provisions, nor shall such waiver be construed as a release of any surety from its obligations under this Agreement.

11. ATTORNEY'S FEES

Should any party violate or breach any term or condition of this Agreement, any other party shall have, without limitation, the right to move for entry of judgment by a court of competent jurisdiction, to seek specific performance thereof, and otherwise exercise all remedies available to him, her or it under the law to obtain redress from injury or damage resulting from any such violation or breach. In any such legal proceeding(s) brought to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred as a consequence hereof.

12. ENTIRE AGREEMENT

There are no understandings or agreements except as herein expressly stated. Any modifications must be in writing.

13. INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor and not an officer, agent, servant, or employee of the DISTRICT. CONTRACTOR is solely responsible for the acts and omissions of its officers, agents, employees, contractors, and sub grantees, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between DISTRICT and CONTRACTOR. Neither the CONTRACTOR nor its officers, employees, agents, or sub grantees shall obtain any rights to retirement or other benefits that accrue to DISTRICT employees.

14. LAW TO GOVERN: VENUE

The law of the State of California shall govern this Agreement. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of San Bernardino. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

15. NOTICES

All notices herein required shall be in writing and delivered in person or sent by certified mail, postage prepaid, addressed as follows:

IF TO DISTRICT:

Steven Sutorus, Business Manager
San Bernardino Community College District
114 South Del Rosa Drive
San Bernardino CA 92408
(909) 382-4031

IF TO CONTRACTOR:

For Financial Responsibility:

Peter Hardash
Vice Chancellor of Business Operations/Fiscal Services
2323 N. Broadway, Suite #404
Santa Ana, CA 92706
(714) 480-7340

For Program Responsibility:

Leila Mozaffari
Executive Director, Institute for Workforce Development
2323 N. Broadway, Suite #350
Santa Ana, CA 92706
(714) 480-7456

16. VALIDITY

If any terms, condition, provision, or covenant of this Agreement shall to any extent be judged invalid, unenforceable, void, or violable for any reason whatsoever by a court of competent

jurisdiction, each and all remaining terms, conditions, promises and covenants of this Agreement shall be unaffected and shall be valid and enforceable to the fullest extent permitted by law.

17. EXHIBIT AND ADDENDUM INCORPORATED

Exhibit "A" is attached hereto and incorporated into this Agreement by reference.

18. ASSIGNMENT

This Agreement is neither assignable nor transferable by either party or by operation of law without the consent in writing of the other party. Consent by either party to one or more assignments or transfers shall not constitute consent to a subsequent assignment or transfer.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.



DISTRICT SIGNATURE
Steven J. Sutorus, Business Manager

12/6/18

Date



CONTRACTOR SIGNATURE
Peter Hardash, Vice Chancellor of Business Operations/Fiscal Services

11/27/18

Date

Exhibit A Scope of Work

For the period 10/15/18 to 6/30/2019, training will be provided in any one or a combination of the programs listed below. Training hours delivered by CONTRACTOR to employer(s) will vary as needed with a minimum of eight (8) hours to a maximum of 200 hours per training agreement, per person, at the rates outlined in **Exhibit B**. Companies must be enrolled and approved in the DISTRICT ETP (Employment Training Panel) Program prior to training. Individual training sessions must be pre-approved by DISTRICT before training begins. CONTRACTOR will follow rules of the Employment Training Panel (ETP) as outlined in the Employer Guidelines, **Exhibit C**.

Training: Business Skills, Commercial Skills, Computer Skills, Continuous Improvement, Management Skills, Manufacturing Skills, and OSHA.

Business Skills - Contractor will provide training to all ETP-qualified trainees and include topics such as: customer service, communication management and business planning, project management, conflict resolution, change management, and leadership.

Commercial Skills - Contractor will provide training to all ETP-qualified trainees. Training will focus on comprehension, terminology, power system services, HVAC, Drone technology, solar, traffic control, and practical techniques in maintenance equipment services and repair.

Computer Skills - Contractor will provide training and will allow all trainees to effectively use the Company's software applications that run and support business operations, and teach them to work more efficiently and effectively in all functions.

Continuous Improvement - Contractor will provide training to all ETP-qualified trainees, and will equip trainees with the skills to achieve company goals through increased productivity, quality improvements, and cost control measures. Training is also designed to enhance teamwork, problem solving, and decision making. Lean manufacturing will improve internal processes, inventory control, and waste reduction.

Management Skills - Contractor will provide training to all ETP-qualified trainees with topics such as Manager Bootcamp, CLM, RCCA for managers, leadership, motivation, and strategic planning skills, which will enable them to become more effective leaders in high performance workplaces.

Manufacturing Skills - Contractor will provide training to all ETP-qualified trainees. Training will provide upgraded job skills with a focus on good manufacturing practices, quality assurance, equipment operations and overall production operations to meet growing customer demand for products and services.

OSHA Training - Contractor will provide training to all ETP-qualified trainees with a focus on Federal and California state regulations for safety. Trainer must be OSHA approved.

**Exhibit B
Rate Schedule**

ETP rules determine the size and priority status of companies (Job Code). Once the company is enrolled in the DISTRICT's ETP Program, the DISTRICT will inform the CONTRACTOR of the company's Job Code. All training is to be done in a classroom/lab with a live instructor. No remote or video training will count toward reimbursement. Small companies receive that determination by having 100 or less trainees in California **and** 250 or less employees worldwide. Companies with more employees in either or both of the categories are considered Large. Priority status is set by the State ETP based upon the NAICS (North American Industry Classification System) Code. Reimbursement rates vary by the Job Code of the company for which the students work:

Priority Large Employers (Job Code 1)	\$19.50 training hour
Non-Priority Large Employers (Job Code 2)	\$17.25 training hour
All Small Employers (Job Code 3)	\$19.50 training hour

As described in Section 3, item B, the maximum payable for training in the following cohorts will not exceed (Twenty-five Thousand Dollars) \$25,000.

All skills may be offered in all categories: Business Skills, Commercial Skills, Computer Skills, Continuous Improvement, Management Skills, Manufacturing Skills, and OSHA consistent with the rate schedule listed above. Below are examples of reimbursement calculations:

		Invoices 1 75%	final 25%
8 hours			
Job Codes 1, 3	12 employees x 8 hours x \$19.50 = \$1872	\$1404	\$468
Job Code 2	12 employees x 8 hours x \$17.25 = \$1656	\$1242	\$414
12 hours			
Job Codes 1, 3	12 employees x 12 hours x \$19.50 = \$2808	\$2106	\$702
Job Code 2	12 employees x 12 hours x \$17.25 = \$2484	\$1863	\$621
16 hours			
Job Codes 1, 3	12 employees x 16 hours x \$19.50 = \$3744	\$2808	\$936
Job Code 2	12 employees x 16 hours x \$17.25 = \$3312	\$2484	\$828
20 hours			
Job Codes 1, 3	12 employees x 20 hours x \$19.50 = \$4680	\$3510	\$1170
Job Code 2	12 employees x 20 hours x \$17.25 = \$4140	\$3105	\$1035
24 hours			
Job Codes 1, 3	12 employees x 24 hours x \$19.50 = \$5616	\$4212	\$1404
Job Code 2	12 employees x 24 hours x \$17.25 = \$4968	\$3726	\$1242

**Exhibit C
Employer Guidelines**

**San Bernardino Community College District
Employment Training Panel (ETP) Employer Guidelines**

ETP Program # 19-0225

Employer Eligibility: State funded ETP training is for employers located in the state of California that are subject to the California State Unemployment Insurance Tax and the Employment Training Tax. All Participating companies must have completed State Form 100E at least one week prior to the start of training for their employees to be eligible.

Trainee Eligibility: All trainees must be California residents, permanent full-time employees working at least 35 hours per week. Trainees are to be paid their regular wages while participating in ETP funded training. Trainees must be willing to provide their Social Security number and rate of pay. Training is for employees that will remain with your company for a minimum of 90 days following training. Please do not recommend any individual that may be leaving the company within 90 days. Only trainees meeting these qualifications may count toward the class minimum and toward reimbursement.

Post-Retention Wage: Trainees working in the following counties must earn at least:

\$16.70/hour San Bernardino, Riverside, and all other counties not listed below

\$16.80/hour Sacramento County

\$17.03/hour San Diego County

\$17.54/hour Los Angeles County

\$17.50/hour Orange County

\$18.22/hour Alameda, Contra Costa, Marin, San Francisco, San Mateo, Santa Clara counties within 90 days following the completion of training. Employer-paid Health Benefits (medical, dental, vision) of up to **\$2.50 per hour** may be included, if received, to the trainee's hourly wage to arrive at this figure.

Cap On Hours: All trainees must attend a minimum of 8 hours of training and may receive up to 200 hours per ETP guidelines.

Class Size Minimum/Maximum:

Classes shall have a minimum of 12 trainees per class. ETP imposes a 20:1 student: trainer ratio for all classes except OSHA which allows a 40:1 ratio.

Managers: Managers must not exceed 20% of the total ETP Program trainee population. Top-Level Executives are not eligible for ETP training, unless the company qualifies as a small business (less than 100 employees in California and less than 250 employees worldwide).

Menu Curriculum: ETP – Eligible trainees are eligible for any of the courses listed on the ETP Menu of Curriculum such as: Business Skills; Computer Skills; Continuous Improvement; Commercial Skills, or Manufacturing Skills as well as any customized training need.

Company Commitment: Identify ETP-qualified individuals to participate in training. Verify employment and wages of participants. DISTRICT will coordinate with CONTRACTOR the handling of all paperwork, tracking, enrollment, reporting, curriculum development and scheduling.



COMMUNITY COLLEGE LEAGUE OF CALIFORNIA

2017 O Street, Sacramento, CA 95811

(916) 444-8641

(916) 444-2954 fax

www.ccleague.org

DATE: February 26, 2019

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

FROM: Agnes Lupa, Senior Executive Assistant

SUBJECT: CCCT BOARD ELECTION — 2019

Pursuant to the CCCT Board Governing Policies, the election of members of the CCCT board of the League will take place between March 10 and April 25. This year there are seven (7) seats up for re-election on the board, with three incumbents running, two vacancies due to the three-term limit, and two trustees not seeking re-election.

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

The thirteen trustees who have been nominated for election to the board are listed on the enclosed sheet in the Secretary of State's random drawing order of February 1, 2019. This mailing includes the one official ballot to which each community college district is entitled, candidate statements, and biographical sketches of each candidate. Candidates' statements and bios are also be available on the League's website (www.ccleague.org).

Please remember that:

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

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

Official ballots must be signed and returned to the CCCT Elections Committee, League office, with a **postmark dated no later than April 25**. A self-addressed return envelope is enclosed for your convenience. Faxed or emailed ballots will **not** be accepted. The ballots will be opened and counted by three tellers appointed by the CCCT board president with the results announced at the CCCT Annual Conference, May 3-5 in Squaw Creek.

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

Attachments:

List of Candidates

CHANCELLORS/SUPERINTENDENTS (GOVERNING BOARD OFFICES) ONLY:

Official Ballot and Return Envelope

Candidates' Biographic Sketches and Statements



**2019 CCCT BOARD ELECTION
CANDIDATES LISTED IN SECRETARY OF STATE'S
RANDOM DRAWING ORDER OF FEBRUARY 1, 2019**

1. Raymond Macareno, Sequoias CCD
2. Thomas J. Prendergast, III, South Orange County CCD
3. Michael Baldini, Napa Valley CCD
4. *Kenneth A. Brown, El Camino CCD
5. *Sally Biggin, Redwoods CCD
6. Greg Bonaccorsi, Ohlone CCD
7. Mark Evilsizer, Palomar CCD
8. Tracey Vackar, Riverside CCD
9. Michelle R. Jenkins, Santa Clarita CCD
10. Gary Chow, Mt. San Antonio CCD
11. *Linda S. Wah, Pasadena Area CCD
12. Mary Jane Sanchez, Desert CCD
13. Brigitte Davila, San Francisco CCD

* Incumbent

**IN SUPPORT OF DECLARING APRIL
CALIFORNIA COMMUNITY COLLEGE MONTH**

Resolution No. 19-07

WHEREAS, the California Community Colleges, the largest system of higher education in the country serving more than 2.1 million students, is an essential resource for the State of California, its people and its economy; and

WHEREAS, the Rancho Santiago Community College District provides educational opportunities for students who wish to transfer to a four-year university; and

WHEREAS, the Rancho Santiago Community College District offers career education programs for students to be competitive in today's demanding workforce, providing them with the skills and knowledge needed to obtain higher wage jobs and supplying the state's fastest-growing industries with the skilled labor upon which their success depends; and

WHEREAS, the California Community Colleges bring higher education within the reach of every Californian because of their open admissions, low enrollment fees, financial assistance for low-income students, academic and career guidance, outstanding teaching by dedicated faculty, and specialized support services for students; and

WHEREAS, California's public community colleges represent an accessible path to a better life for generations of low-income and working-class Californians, and provides innovative programs that respond quickly to the needs of students, employers and regional economies that serve as a primary driver of social and economic mobility for Californians; and

WHEREAS, by 2020, 65 percent of U.S. jobs will require some type of college credential or degree, the California Community Colleges Board of Governors adopted the Vision for Success, a strategic plan that articulates bold goals to improve student outcomes, including increased attainment of degrees and certificates, transfer to four-year institutions, reducing excess unit accumulation by students, securing gainful employment and closing achievement gaps; and

WHEREAS, California's 115 community colleges are an indispensable investment in our state's present and future prosperity; and

WHEREAS, April is celebrated as Community College Month across the nation; and

THEREFORE, BE IT RESOLVED that the Rancho Santiago Community College District urges the residents of Orange County to participate in public events held on local community college campuses during California Community College Month; and

THEREFORE BE IT FURTHER RESOLVED that the Rancho Santiago Community College District, and the faculty, staff and students it represents, urges the Assembly and the Senate of the State of California, to recognize April 2019 as California Community College Month, and commend the nation's community colleges on providing opportunity and excellence in higher education and workforce preparation.

DATED the 16th day of April, 2019.

Ayes:

Noes:

Absent:

Abstain:

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC

April 16, 2019

MANAGEMENT

Revised Job Descriptions/Attachments #1-2

Dean, Human Services & Technology Division
Academic Affairs
Santa Ana College
Academic Administrator
Grade Level B (No change)

Dean, Humanities & Social Sciences Division
Academic Affairs
Santa Ana College
Academic Administrator
Grade Level B (No change)

Ratification of Resignation/Retirement

Utsuki, Melissa
Public Information Officer
Santa Ana College

Effective: March 29, 2019
Reason: Resignation

FACULTY

Appointment of STRS Retiree as Temporary Long-term Substitute

Haglund, Becky
Long-term Substitute, Clinical Nursing
Health Science & Nursing
Santa Ana College

Effective: March 7 – June 7, 2019
Hourly Lecture Rate: 4-5 \$74.74
(Has earnings limitation as retiree)

Leave of Absence

Fagin, Charlotte
Instructor, ESL
Continuing Education Division (CEC)
Santa Ana College

Effective: February 21 – April 8, 2019
Reason: Family Leave

Govea-Von Velasco, Melissa
Assistant Professor, Women's Studies
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Effective: April 22 – July 14, 2019
Reason: Maternity Leave

HUMAN RESOURCES MANAGEMENT/ACADEMIC DOCKET
April 16, 2019

Page 2

FACULTY (CONT'D)

Part-time/Hourly New Hires/Rehires

Arias, Maribel
Instructor, Biology
Mathematics & Sciences Division
Santiago Canyon College

Effective: June 17, 2019
Hourly Lecture Rate: IV-3 \$67.79

Barrios, Ezekiel
Instructor, IEP/High School Subjects/ABE
Continuing Education Division (OEC)
Santiago Canyon College

Effective: April 01, 2019
Hourly Lecture Rate: I-3 \$50.25

Bertoglio, Douglas C
Instructor, Criminal Justice (equivalency)
Human Services & Technology Division
Santa Ana College

Effective: April 9, 2019
Hourly Lecture/Lab Rates: I-3 \$58.56/\$52.71

Harder, Stephan
Instructor, Criminal Justice/Arrest
Control Techniques (ACT)
Human Services & Technology Division
Santa Ana College

Effective: April 9, 2019
Hourly Lecture/Lab Rates: I-5 \$64.57/\$58.12

Verlaan, Zachary M
Instructor, High School Subjects/Bridge
Continuing Education Division (OEC)
Santiago Canyon College

Effective: March 20, 2019
Hourly Lecture Rate: I-3 \$50.25

Young, Alicia
Instructor, Communication Studies/
Speech Language Pathology/
Communicative Disorders
Fine & Performing Arts Division
Santa Ana College

Effective: March 25, 2019
Hourly Lecture Rate: II-3 \$61.50

Non-paid Intern & Service Agreement

Garcia, Armando
Counseling Intern
Transfer Center
Santa Ana College

Effective: April 17, 2019

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
REVISED MARCH 2019

**DEAN, HUMAN SERVICES AND TECHNOLOGY DIVISION
JOB DESCRIPTION**

GENERAL RESPONSIBILITIES

Under the direction of the Vice President of Academic Affairs, the Dean of Human Services and Technology will lead and administer all aspects of the Division including the design, delivery, staffing, administrative support, supervision and evaluation of division academic, occupational and vocational programs and support staff, including Public Safety Academies, as well as student enrollment, progress, evaluation, assistance and discipline, and all related records and reports.

SPECIFIC RESPONSIBILITIES

DEVELOPMENT AND DELIVERY OF DIVISION PROGRAMS

Provides direction and support to faculty in the development, revision and evaluation of departmental curriculum and materials, services on the Division Curriculum Committee, and may serve on the District Curriculum/Instruction Council.

Reviews and approves Division curriculum development proposals, course outlines, program changes, textbook recommendations, field trip requests, credit by examination requests, and program requirement waivers.

Supports the development and maintenance of Career Education programs and certificates through attendance at the Workforce Council and other regional meetings and oversees grant proposals.

Reviews instructional and other programs for compliance with applicable state and federal law, regulations and guidelines, District policy and procedure, and responsiveness to the needs of a culturally diverse community.

PERSONNEL

Effectively recommends the hire, transfer, suspension, lay-off, recall, promotion, assignment, discipline, training, professional development, assignment, direction and evaluation of work, and adjustment of grievances of all Division personnel; also responsible for administering collective bargaining agreements, employment and promotion selection procedures, compliance with District policies, rules and regulations regarding personnel, evaluation of the performance of academic and classified staff assigned to the Division, and providing direction and assistance wherever a need for improvement is identified.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
REVISED MARCH 2019

**DEAN, HUMAN SERVICES AND TECHNOLOGY DIVISION
JOB DESCRIPTION (CONTINUED)**

STUDENTS

Responsible for the discipline of Division students, adjustment of grievances, scheduling, evaluation and reporting of performance, and for the resolution of student problems and complaints.

BUDGETING/FUNDING

Responsible for timely and accurate preparation, submission and administration of Division Budget.

PLANNING

Responsible for evaluating proposed offerings, enrollment history, budget, demand and program requirements to determine the number and nature of offerings, scheduling of classes, staffing and available facilities, supplies, equipment and materials. Monitors enrollment, cancels and changes classes in response to utilization.

COMMUNITY CONTACT/REPRESENTATION

Must be a highly visible educational leader seeking positions of significant leadership in community institutions as well as community support organizations and on State boards and committees to articulate, enhance and improve District programs, offerings, funding, assets, and educational leadership position and reputation at the state and national levels.

OTHER PROFESSIONAL RESPONSIBILITIES

Significant responsibility for chairing and supervision of District-wide committees and task forces; performs other duties and special projects as assigned.

ESSENTIAL FUNCTIONS

Supervise all aspects of the planning, funding, coordinating, staffing, delivery, and evaluation of programs in the Division. Supervise the performance of all personnel functions for assigned staff. Use enrollment management tools and data for decision-making. Utilize the District integrated information system, Datatel to facilitate organizational and management practices as they apply to the analysis and evaluation of programs, and operational practices. Work with Department Chairs to monitor student learning outcomes and assessment activities at the program and course levels; apply knowledge of

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
REVISED MARCH 2019

**DEAN, HUMAN SERVICES AND TECHNOLOGY DIVISION
JOB DESCRIPTION (CONTINUED)**

ESSENTIAL FUNCTIONS (CONTINUED)

accreditation standards of the Accreditation Commission for Junior and Community Colleges and the Western Association of Schools and Colleges, or similar accreditation group; demonstrate a knowledge of and oversee online learning that include course management systems such as Canvas. Apply current complex principles and practices of instructional program development and administration; principles and practices of budget preparation and administration; principles of supervision, training and performance evaluation and pertinent federal, state, and local laws, codes and regulations including the Education Code; comprehensive knowledge of the principles and practices of curriculum development and instructional teaching strategies, management principles and practices including understanding of human resources; current trends, research and development in post-secondary education, specifically community colleges.

REQUIRED SKILLS AND QUALIFICATIONS

Minimum Qualifications: Must possess a Master's degree from an accredited college or university and one year of formal training, internship, or leadership experience reasonably related to this administrative assignment.

Required Skills: Ability to prevent and resolve professional and personal conflicts and problems, evaluate instructional content and strategies, analyze and apply laws, rules and regulations involving programs, staff and students, and articulate Division and District plans, goals, programs and requirements at the District, community, state and national levels.

Approved by the Board: April 16, 2019

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
REVISED MARCH 2019

**DEAN, HUMANITIES AND SOCIAL SCIENCES DIVISION
JOB DESCRIPTION**

GENERAL RESPONSIBILITIES

Under the direction of the Vice President of Academic Affairs, the Dean of Humanities and Social Science will lead and administer all aspects of the Division including the design, delivery, staffing, administrative support, supervision and evaluation of division academic, occupational and vocational programs and support staff, including the Learning Center, as well as student enrollment, progress, and discipline, and all related records and reports.

SPECIFIC RESPONSIBILITIES

DEVELOPMENT AND DELIVERY OF DIVISION PROGRAMS

Provides direction and support to faculty in the development, revision and evaluation of departmental curriculum and materials, services on the Division Curriculum Committee, and may serve on the District Curriculum/Instruction Council.

Reviews and approves Division curriculum development proposals, course outlines, program changes, textbook recommendations, field trip requests, credit by examination requests, and program requirement waivers.

Supports the development and maintenance of Career Education programs and certificates through attendance at the Workforce Council and other regional meetings and oversees grant proposals.

Reviews instructional and other programs for compliance with applicable state and federal law, regulations and guidelines, District policy and procedure, and responsiveness to the needs of a culturally diverse community.

PERSONNEL

Effectively recommends the hire, transfer, suspension, lay-off, recall, promotion, assignment, discipline, training, professional development, assignment, direction and evaluation of work, and adjustment of grievances of all Division personnel; also responsible for administering collective bargaining agreements, employment and promotion selection procedures, compliance with District policies, rules and regulations regarding personnel, evaluation of the performance of academic and classified staff assigned to the Division, and providing direction and assistance wherever a need for improvement is identified.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
REVISED MARCH 2019

**DEAN, HUMANITIES AND SOCIAL SCIENCES DIVISION
JOB DESCRIPTION (CONTINUED)**

STUDENTS

Responsible for the discipline of students enrolled in Division courses, adjustment of grievances, scheduling, evaluation and reporting of performance, and for the resolution of student problems and complaints.

BUDGETING / FUNDING

Responsible for timely and accurate preparation, submission and administration of Division Budget.

PLANNING

Responsible for evaluating proposed offerings, enrollment history, budget, demand and program requirements to determine the number and nature of offerings, scheduling of classes, staffing and available facilities, supplies, equipment and materials. Monitors enrollment, cancels and changes classes in response to utilization.

COMMUNITY CONTACT / PRESENTATION

Must be a highly visible educational leader seeking positions of significant leadership in community institutions as well as community support organizations and on State boards and committees to articulate, enhance and improve District programs, offerings, funding, assets, and educational leadership position and reputation at the state and national levels.

OTHER PROFESSIONAL RESPONSIBILITIES

Significant responsibility for chairing and supervision of District-wide committees and task forces; performs other duties and special projects as assigned.

ESSENTIAL FUNCTIONS

Supervise all aspects of the planning, funding, coordinating, staffing, delivery, and evaluation of programs in the Division. Supervise the performance of all personnel functions for assigned staff. Use enrollment management tools and data for decision-making. Utilize the District integrated information system, Datatel to facilitate organizational and management practices as they apply to the analysis and evaluation of programs, and operational practices. Work with Department Chairs to monitor student learning outcomes and assessment activities at the program and course levels; apply knowledge of

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
REVISED MARCH 2019

**DEAN, HUMANITIES AND SOCIAL SCIENCES DIVISION
JOB DESCRIPTION (CONTINUED)**

ESSENTIAL FUNCTIONS (CONTINUED)

accreditation standards of the Accreditation Commission for Junior and Community Colleges and the Western Association of Schools and Colleges, or similar accreditation group; demonstrate a knowledge of and oversee online learning that include course management systems such as Canvas. Apply current complex principles and practices of instructional program development and administration; principles and practices of budget preparation and administration; principles of supervision, training and performance evaluation and pertinent federal, state, and local laws, codes and regulations including the Education Code; comprehensive knowledge of the principles and practices of curriculum development and instructional teaching strategies, management principles and practices including understanding of human resources; current trends, research and development in post-secondary education, specifically community colleges.

REQUIRED SKILLS AND QUALIFICATIONS

Minimum Qualifications: Must possess a Master's degree from an accredited college or university and one year of formal training, internship, or leadership experience reasonably related to this administrative assignment.

Required Skills: Ability to prevent and resolve professional and personal conflicts and problems, evaluate instructional content and strategies, analyze and apply laws, rules and regulations involving programs, staff and students, and articulate Division and District plans, goals, programs and requirements at the District, community, state and national levels.

Board Approval Date: April 16, 2019

**HUMAN RESOURCES DOCKET
CLASSIFIED
APRIL 16, 2019**

CLASSIFIED

Miscellaneous Pay Schedule 2018-2019 Revised 04/16/19

Attachment #1

New Appointment

Mora, Jorge	Effective: March 27, 2019
High School & Comm. Outreach Spec. (CL18-1228) Continuing Ed./ CEC	Grade 13, Step 1 + 2.5%Bil \$53,965.82

Hourly Ongoing to Contract

Berber, Christian	Effective: March 27, 2019
From: Admissions & Records Spec. I	Grade 13, Step 1 + 2.5%Bil
To: High School & Comm. Outreach Spec. (CL19-1257) Continuing Ed./ CEC	\$53,965.82

Professional Growth Increments

Gutierrez, Katherine	Effective: May 1, 2019
Admissions & Records Spec. II/ Admissions/SAC	Grade 8, Step 6 + 1PG (500) \$53,902.68
Martin, Sheryl	Effective: May 1, 2019
Executive Secretary/ Continuing Ed./ OEC	Grade 14, Step 6 + 5%L + 1PG (500) \$74,933.07

Out of Class Assignment

Cadenas, Marlon	Effective: 04/01/19 – 05/10/19
Counseling Assistant/ EOPS/ SAC	Grade 5, Step 3 + 1PG (500) \$41,606.37
Reynoso, Mark	Effective: 3/01/19 – 5/28/19
From: Campus Budget Manager	Grade G, Step A \$92,951.97
To: Director Campus Budget & Accounting Supervisory	

Change in Position

Clarke, Roger
District Safety Officer
From: OEC/ District Safety/ Swing
To: SAC/District Safety/Day

Effective: July 1, 2018
Grade 9, Step 6 + 10%L
\$61,213.18

Martinez, Loretta
Sr. Clerk/Communications Ctr. Dispatcher
From: SCC/District Safety
To: SAC/District Safety

Effective: July 1, 2018
Grade 8, Step 3 + 5%SW \$48,380.78

Zambrano Reynoso, Ivan
From: Financial Aid Tech
To: Financial Aid Analyst (CL19-1241)
Financial Aid/ SCC

Effective: March 18, 2019
Grade 11, Step 2 \$49,897.27

Ratification of Resignation/Retirement

Adame, Patricia
Administrative Secretary/ Continuing Ed./
CEC

Effective: December 30, 2019
Reason: Retirement

CLASSIFIED HOURLY

New Appointments

Crawford, Jonathan
Gardener Utility Worker (CL18-1204)
Admin. Services/ SAC

Effective: March 25, 2019
19 Hours/Week 11 Months/Year
Grade 8, Step A \$20.01/Hour

Wheeling, Hannah
Instructional Assistant (CL18-1201)
Math & Science/ SCC

Effective: March 26, 2019
Up to 19 Hours/Week School Session
Grade 5, Step A \$17.85/Hour

Temporary to Hourly Ongoing

Hernandez Figueroa, Maria
Student Services Coord. (CL18-1226)
Student Services/ SCC

Effective: March 20, 2019
19 Hours/Week 12 Months/Year
Grade 15, Step A \$28.07/Hour

Change in Position

Reimer, Tracy
From: General Office Clerk
To: Counseling Assistant (CL19-1236)
EOPS/ SAC

Effective: March 21, 2019
19 Hours/Week 12 Months/Year
Grade 5, Step A \$17.85/Hour

Leave of Absence

Du, Gary
Counseling Assistant/ Continuing Ed./
CEC

Effective: 03/11/19 – 05/06/19
Reason: Unpaid Leave of Absence

Shah, Sumitra
Learning Assistant/ Student Services/SCC

Effective: 03/27/19 – 06/10/19
Reason: Unpaid Leave Of Absence

Ratification of Resignation/Retirement

Ortega, Leslie
Student Services Specialist/ Student
Services/ SCC

Effective: March 27, 2019
Reason: Resignation

TEMPORARY ASSIGNMENT

Biedermann, Bret
Athletic Trainer Therapist/ Kinesiology/
SCC

Effective: 04/17/19 – 06/07/19

Estrada, Gilberto
Custodian/ Continuing Ed./ OEC

Effective: 04/17/19 – 06/29/19

Garcia Vasquez, Itzel
Instructional Assistant/ Science & Math/
SAC

Effective: 04/17/19 – 06/30/19

Nagamoto, Glen
District Safety Officer/ District

Effective: 04/29/19 – 06/30/19

Additional Hours for Ongoing Assignment

Medina Alarcon, Alondra
Instructional Assistant/ Science & Math/
SAC

Effective: 04/17/19 – 06/30/19
Not to exceed 19 consecutive working
days in any given period.

HUMAN RESOURCES CLASSIFIED DOCKET
APRIL 16, 2019

<i>Attachment #1</i>					
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT					
MISCELLANEOUS PAY SCHEDULE 2018-2019					
PROFESSIONAL EXPERTS:					
CHILD DEVELOPMENT					
Child Care Associate				(Effect: 7/1/18)	\$12.00
Child Development Intern I				(Effect: 7/1/18)	\$12.50
Child Development Intern II				(Effect: 7/1/18)	\$12.75
Child Development Center Associate Substitute Teacher				(Effect: 1/1/08)	\$13.00
Child Development Center Substitute Teacher				(Effect: 1/1/08)	\$17.50
EdUPlay Coordinator				(Effect: 7/1/09)	\$25.00
COMMUNITY SERVICES					
Community Services Presenter I				(Effect: 1/24/00)	\$38.50
Community Services Presenter II				(Effect: 1/24/00)	\$42.00
Community Services Presenter III				(Effect: 8/27/96)	\$100/stipend unit
CONTRACT EDUCATION					
Presenter I				(Effect: 1/1/07)	\$29.50
Presenter II				(Effect: 1/1/07)	\$39.00
Presenter III				(Effect: 1/1/07)	\$52.20
Presenter IV				(Effect: 1/1/07)	\$63.00
Presenter V				(Effect: 1/1/07)	\$68.25
INSTRUCTIONAL SUPPORT					
Coaching Assistant				(Effect: 8/19/14)	\$18.00
Instructional Associate Assistant					
Exercise Science/ Fine & Perf. Arts/ Real Est.				(Effect: 1/1/07)	\$22.00
Criminal Justice/Fire Technology/Basic Skills/OTA				(Effect: 7/1/12)	\$25.00
Instructional Associate					
Exercise Science/ Fine & Perf. Arts/ Real Est.				(Effect: 1/1/07)	\$30.00
Criminal Justice/Fire Technology/Nursing				(Effect: 1/1/07)	\$35.00
Real Time Captionist I				(Effect: 8/1/10)	\$27.00
Real Time Captionist II				(Effect: 8/1/10)	\$32.00
Real Time Captionist III				(Effect: 8/1/10)	\$40.00
Sign Language Interpreter I				(Effect: 8/1/10)	\$18.00
Sign Language Interpreter II				(Effect: 8/1/10)	\$20.00
Sign Language Interpreter III				(Effect: 8/1/10)	\$25.00
Sign Language Interpreter IV				(Effect: 8/1/10)	\$30.00
Sign Language Interpreter V				(Effect: 8/1/10)	\$36.00
Sign Language Interpreter VI				(Effect: 8/1/10)	\$40.00
Sign Language Interpreter VII				(Effect: 8/1/10)	\$45.00
SMALL BUSINESS DEVELOPMENT CENTER					
Business Expert Professional				(Effect: 7/1/04)	\$40.00
Business Expert Professional II				(Effect: 04/17/07)	\$45.00
MISCELLANEOUS					
Clerical Assistant				(Effect: 7/1/18)	\$12.00
Facility Planner I				(Effect: 10/30/18)	\$105.00
Facility Planner II				(Effect: 10/30/18)	\$165.00
Health Educator				(Effect: 1/1/07)	\$23.00
Model				(Effect: 02/01/17)	\$26.00
Physician/Psychiatrist				(Effect: 1/1/16)	\$90.00
Psychologist				(Effect: 9/11/18)	\$75.00
Pre-Employment Articulation Testing				(Effect: 7/1/96)	\$24.50
Announcer				(Effect: 4/17/19)	\$25.00
Game Day Assistant				(Effect: 4/17/19)	\$15.00
Scorekeeper				(Effect: 4/17/19)	\$20.00
Regional Consortia Chair				(Effect: 7/1/13)	\$68.00
Residential Assistant I				(Effect: 7/1/18)	\$12.00
Residential Assistant II				(Effect: 7/1/18)	\$13.00
Residential Assistant, Lead				(Effect: 4/17/19)	\$21.80
Site Director I				(Effect: 04/17/19)	\$52.38
Site Director II				(Effect: 04/17/19)	\$58.72
Special Projects Analyst				(Effect: 4/17/19)	\$100.00
Sports Information Assistant				(Effect: 1/1/07)	\$20.00
Stage Assistant				(Effect: 1/1/07)	\$18.00
Translator				(Effect: 1/1/07)	\$35.00
STUDENT WORKERS					
Student Assistant I				(Effect: 7/1/18)	\$12.00
Student Assistant II				(Effect: 7/1/18)	\$13.00
Student Assistant III				(Effect: 7/1/18)	\$14.25
Board approved: 4/16/19					

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources

To: Board of Trustees	Date: April 16, 2019
Re: Approval of Master Services Agreement with Permission Click	
Action: Approval	

BACKGROUND

Permission Click is an online tool that allows faculty and administrators to electronically send permission slips, athletic waivers, training documents, media releases and other forms, to either staff or students directly. Students or staff then complete the consent forms using an e-signature, thus eliminating those paper forms.

ANALYSIS

The Alliance of Schools Cooperative Insurance Programs (ASCIP), our self-insurance pool, has been working with Permission Click for the past year to offer the services of Permission Click to its members for free. ASCIP conducted a pilot program with Permission Click with two of its member districts and the results were overwhelmingly successful. Due to the success of the pilot program, ASCIP has agreed to pay for the services of Permission Click with an advanced feature set for all its members for a 3-year period. There is an option for each district to purchase an even more robust package that allows routing of forms and various levels of approval, similar to what we experience with time-off requests or conference request forms. We will have six months to evaluate the enhanced package before we make any commitments. The cost of the enhanced package would be approximately \$39,000 per year. ASCIP and its attorneys have vetted the contract with Permission Click.

RECOMMENDATION

The administration recommends approval of the Master Services Agreement with Permission Click as presented.

Fiscal Impact: None at this time.	Board Date: March 25, 2019
Item Prepared by: Don Maus, Director, Workplace Safety & Risk Management	
Item Submitted by: Tracie Green Vice Chancellor, Human Resources	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

Permission **CLICK**

Rancho Santiago Community College District
Master Services Agreement



Services Included: ASCIP License & Proof of Concept

Prepared by: Stephanie Reid

Contract Due Date: April 19, 2019

6.3 (2)

Dear Don,

Thank you for the opportunity to partner with Rancho Santiago Community College District. Permission Click's unique 'ASCIP Feature Set' is exclusively available to ASCIP Member Districts, which your district qualifies for. ASCIP partnered with Permission Click to provide their Member Districts with world class Risk Transference and Policy Compliance tools focused on the areas of student excursions and experiential learning. ASCIP covers the per-student licensing and onboarding costs for their Members, resulting in *no charge to the district* for this unique feature set and related onboarding.

Permission Click's 'District Edition' gives your district a full stack solution for risk management - powering form templating, workflow automation, district-wide visibility, and reporting. When policy compliance is achieved, everything from student safety to operational efficiency benefits. A flexible Proof of Concept, allowing you to test out the District Edition features, has been included in the scope of this contract.

Don, I look forward to working with you and the team at Rancho Santiago Community College District to help implement your district policies and forms.

Cheers,

Stephanie Reid

Growth

1-844-737-6477 option 1

stephanie@permissionclick.com

Permission Click

ASCIP Feature set

As per Permission Click's agreement with ASCIP, there is no charge to the District for the ASCIP Feature Set for three years.

Unique feature set created in partnership with Alliance of Schools for Cooperative Insurance Programs (ASCIP). This feature set focuses on Risk Transference and Liability Mitigation as it relates specifically to field trips, excursions, and experiential learning across your district.

- District Edition Base
 - All-school visibility, monitoring, and reporting
 - Up to three (3) district-level users
- School Edition account for all schools
 - Unlimited users, forms, & responses for each School Edition account
 - Full-featured form builder to create any type of school-level waiver/release/registration (etc) form
 - Google Translate (over 100 languages currently available)
 - Form Reporting and Response Dashboard
 - 24/7 access to Knowledge Base
 - Live Chat support during office hours
 - (Optional) payment collection, tracking, receipting, and reporting
- ASCIP Templates
 - All School Edition accounts will be pre-loaded with current ASCIP-approved field trip templates
 - District flexibility to lock, unlock, or modify sections as required
- 90-Day Onboarding Success Program
 - Industry-leading onboarding and support
 - Dedicated Customer Success Team Lead
 - Bi-weekly update calls
 - Account & user creation; account optimization
 - 1x Administrator Training Webinar (scheduled by district, recording provided)
 - Up to one (1) set of customized User Training documents (by request)

- 2x Teacher Training Webinars (scheduled by district, recordings provided)
 - Up to two (2) sets of customized User Training documents (by request)

District Edition

Beyond the ASCIP Feature Set described above, Permission Click gives your district the capability of templating forms, workflows, and processes central to policy compliance. A wide range of policies including Student Travel, Technology Acceptable Use, Human Resources, Media Release, and many more require many forms and approval flows to demonstrate compliance.

Permission Click includes both a District Edition and School Edition which bolt together seamlessly. School Edition accounts will be created for each school in your district which is primarily used by School level staff and administrators to consume district forms, transmit and receive forms with parents, and conduct day to day reporting on form responses. A central District Edition account will be created and attached to each of the School Edition accounts allowing for distribution of centrally created forms and workflows, district-wide visibility, and reporting.

The February 2019 'Essentials' Edition of School Edition is included in this agreement.

Proof of Concept (POC)

This agreement includes a six (6) month Proof of Concept Phase with a flexible launch date no later than Monday, June 3rd, 2019 and running for six (6) months following launch date. The District Edition pricing quoted in this agreement will be effective until December 3, 2019. The POC period is designed to give your team an opportunity to assess the fit of Permission Click's District Edition feature set in your district with live accounts and real, district-specific use cases.

The POC represents a mutual investment by Permission Click and the district whereby Permission Click is investing time and materials in building and provisioning accounts, training, assisting with pilot form and workflow builds, and the district is investing time working with Permission Click jointly to provision the platform and evaluate in a production state.

The district agrees to evaluate the platform to the full satisfaction of the district as it relates to security, privacy, legal, budgetary, etc prior to entering into the POC phase. The spirit of the agreement is such that provided the product performs as expected, the contract terms contained within this agreement shall come into full effect.

As such, both parties agree to commit all necessary time, resources, and support into the completion of a proper POC. Success criteria will be mutually determined and agreed to at the outset. Provided these success criteria are met, the POC phase concludes and the agreement enters the contract period based on the dates outlined in the contract terms.

District Edition features (beyond the ASCIP Feature Set) included in the POC agreement:

- Public-Facing Templates (Tech AUP, Registration Forms, Facilities Rentals, etc)
- Internal Forms (Student Travel Request, PD Request, Injury Reports, Purchase Requests, Change of School, etc)
- Customizable Internal and External Workflows with Live Revise (unlimited steps, multiple approvers, approval override)
- Dependency Questions (allows creation of logic-based approvals and workflows)
- Unlimited district-level users

Onboarding Process

Permission Click and the District will be responsible for performing tasks throughout 4 stages of this project. Your tailored onboarding plan will be finalized with your Customer Success Account Manager assigned at project start.

Build Phase

- Create all School Accounts
- Import Users
- Review
- Supply draft email templates for communications
- Send Invites to Users
- Assist with pilot form building
- Review
- Build Approval Workflows if applicable
- Review all forms & processes in Test environment upon completion of build phase

Implementation Phase

- Make any necessary changes to Forms based on the outcome of Review Call

- Provide Training Plan & Training Materials
- Schedule Meeting to review Training Plan

Training Phase

- Send activation emails to Users
- Schedule training (2 x 1 hr webinars included)

Project Closure

- Permission Click and District will complete the project requirements schedule jointly
- Schedule Project Closure call to discuss any questions or concerns
- Schedule Quarterly Business Review

Ongoing Support

Support for users experiencing technical issues with the site is included. Users may contact us via in-app chat, phone, or email. Our Customer Success team will also support individual user requests for form building, site training, implementation, etc up to 2 hours per month. Additional time will be billed at a rate of \$100 per hour.

Ad Hoc training via webinar for groups of 2 or more are available at a rate of \$250 per hour. Subject and content of these sessions to be mutually agreed to.

Implementation Plan

Core Project Team

- To be Assigned - Customer Success, PC
- Stephanie Reid - Growth, PC
- Don Maus, Risk Manager, Rancho Santiago Community College District
- ***Additional district sponsor***

Your Investment

Pricing below is all-inclusive based on the Scope of Services outlined within this proposal. District to choose length of contract costing model:

ASCIP Feature Set License

Description	Rate	Qty	Subtotal
Onboarding Fee Four stage onboarding process as described above	\$5,000	1	\$5,000
Onboarding Fee ASCIP partnership adjustment (Invoiced to ASCIP)	-\$5,000	1	-\$5,000
Permission Click ASCIP Feature Set - Annual License Includes full access to the Permission Click ASCIP feature set for the 3-year duration of this MSA	\$0.80	40,114	\$32,091.20
ASCIP Partnership Adjustment Partnership adjustment	-\$0.80	40,114	-\$32,091.20
Total			\$0

District Edition License

(INVOICED TO DISTRICT)

Description	Price	Qty	Subtotal
PROOF OF CONCEPT: District Edition Features Six (6) month term commencing no later than June 3, 2019 and running for six consecutive months	\$0	40,114	\$0
District Edition Features (Annual License Fee - 2 Year Agreement) <i>**Pending completion of successful POC</i> First year invoice pro-rated to July 1 of the following year Second year invoice full annual amount Regular rate: \$1.49 per ada ASCIP Adjustment: 35% Final rate: \$0.97 per ada	\$0.97	40,114	\$38,910.58
Total			\$38,910.58

All funds are in USD. Invoice issued upon signing, due Net 30.

District Information

Contact Information

Customer Contract Approver

Name	Peter J. Hardash
Title	Vice Chancellor, Business Operations/Fiscal Services
Address	2323 N. Broadway Santa Ana, California 92706-1640
Office Tel.	(714) 480-7340

Email

Primary Contact

Name	Donald Maus
Title	Director - Risk Management
Address	Suite 225 2323 N. Broadway Santa Ana, California 92706-1640
Office Tel.	(714) 480-7300

Email maus_donald@rsccd.edu

District Environment

Student Population: 40,114

Service Category	# of Schools		# of Students	
Small	Up to 10		Up to 3,500	
Small/Mid-Sized	10 - 25		3,501 - 8,750	
Mid-sized	26 - 50		8,751 - 17,500	
Mid-sized/Large	51 - 100	X	17,501 - 35,000	
Large	101 - 250		35,001 - 87,500	X

Enterprise

250+

87,501+

Agreement Terms

This Agreement shall commence on the Effective Date and terminate at the end of the number of months specified in the Agreement Term (the "Term").

Onboarding Agreement

This Onboarding Agreement (the "Agreement") is made and entered into between Rancho Santiago Community College District , hereinafter referred to as "District," and Permission Click, a service provider, hereinafter referred to as "Contractor."

All correspondence to District should be sent via U.S. Mail to District Address or via email address as provided by District; correspondence to Contractor should be sent via International Mail to Permission Click Inc., 88 Adelaide Street, Winnipeg, MB, Canada R3A 0W2 or to Contractor's Agreement Manager at: finance@permissionclick.com

This Agreement shall govern all provisions for services which are to be delivered by Contractor to District at the expense of Alliance of Schools for Cooperative Insurance Programs ("ASCIP") and District. This Agreement is based upon the following Recitals and subject to the Terms and Conditions mutually agreed upon by the parties, and each of them.

Recitals

Whereas, District is a Local Educational Agency legally constituted in the State of California, and is fully empowered to enter into agreements with third parties for the provision of materials, services and related matters.

Whereas, District is a member agency of the Alliance of Schools for Cooperative Insurance Programs ("ASCIP"), a Public Agency Joint Liability Self-Insurance Pool.

Whereas, Contractor represents that it is a legally constituted entity fully licensed, empowered and otherwise authorized by law to provide District with access to a cloud based software system that the District can use to create, collect, store, and retrieve student permission forms;

Whereas, Contractor and ASCIP have entered into a Funding Agreement in which ASCIP has agreed to pay the one-time onboarding fee for the District to obtain the ASCIP Feature Set for each of its members who have entered into this Agreement and has offered, at its sole discretion and subject to its written approval, to pay for the costs for the District to upgrade to additional feature sets. The Funding Agreement is attached hereto as "Attachment A" and its terms are fully incorporated as set forth herein (hereinafter (the "Funding Agreement").

Whereas, Contractor and District are prepared to enter into this Agreement which sets forth additional provisions concerning Contractor's provision of cloud-based software programs at the expense of ASCIP. This Agreement is also intended to set forth the terms and conditions of certain additional upgraded feature sets which District may elect to purchase directly from Contractor at its sole cost and expense.

In consideration of the mutual promises contained in this Agreement Contractor and the District agree as follows:

Terms & Conditions

1. Contractor to Provide ASCIP Feature Set and ASCIP Approved Additional Feature Sets. Contractor covenants and agrees to provide at the expense of ASCIP, and the District agrees to accept, the onboarding and implementation of the ASCIP Feature Set and any approved upgraded feature sets which ASCIP has agreed to fund in accordance with the terms set forth in the Funding Agreement.

2. District Responsibilities

2.1. District shall be fully responsible for providing to Contractor, at District's own expense and in a timely manner, the following: (a) Completion of Contractor supplied form(s) to provide detailed information about the configuration of the services and to work with Contractor in good faith to complete the installation and configuration of the services; and (b) Contacts within the organization to support ongoing service provision decision making, change and contract management.

2.2. District shall be fully responsible for designating appropriate technical resource(s) from within their environment for the following: (a) Technical configuration in the District environment to enable connectivity to Contractor Services; (b) Configuration and testing of all District Equipment and/or software for compatibility with the Services, prior to service enablement, in collaboration with Contractor personnel; (c) Ongoing contact point(s) for service provisioning; technically capable and authorized to make service configurations decisions on behalf of the organization; and (d) Remediation of security issues in their environment as alerted to them via the School Edition portal. For District Edition and School Edition Premium Districts, remediation recommendations may be provided, but Districts retain final responsibility for implementing remediation and resolving issues.

2.3. District shall comply with all applicable privacy and electronic marketing laws applicable to District. District represents and warrants to Contractor that it has all required consents to collect, use and disclose any Personal Data through the Services.

2.4. Service Conditions. District acknowledges that, in the event of a support or trouble call, the District is responsible for onsite and/or remote cooperative testing with Contractor technical support personnel to assist in the diagnosis of the trouble, including the cost of a third-party vendor if District does not have internal resources available. Contractor may modify Services described herein to comply with various regulatory requirements (e.g., changes by a regulatory agency, legislative body, or court of competent jurisdiction). District agrees to work with Contractor in good faith to amend this Agreement as necessary under these conditions. District acknowledges that the Services do not provide guarantee or warrant availability of data.

3. District Upgrade to Additional Feature Sets. Contractor covenants and agrees to implement and provide District with access to the additional feature sets set forth in the fee and expense schedule set forth in Exhibit A to this Agreement and incorporated herein. Fees and expenses authorized to be funded by the District are limited to those specific services identified in Exhibit A, and Contractor agrees to undertake no other services for the District under the auspices of this Agreement, whether directly or indirectly, without the prior written consent of the District.

4. Contractor Compensation. ASCIP will pay Contractor for District onboarding and implementation of the ASCIP Feature Set and any other approved upgraded feature sets in accordance with the terms set forth in the Funding Agreement. The District will pay Contractor directly for the additional feature set upgrades as set forth in Exhibit A. Contractor acknowledges and agrees that the District, and only the District, is responsible for payment for these additional feature sets purchased by the District, and that Contractor shall have no recourse or remedy against ASCIP as a result of any failure of the District to fully satisfy its payment obligations as set forth in Exhibit A. No changes to the fee and expense schedule and other authorized service charges are authorized without the express written consent by an executed written addendum to this Agreement sign the parties.

5. Terms of Agreement. This Agreement shall be effective from the Effective Date set forth above and shall expire on the third anniversary of the Effective Date and shall not be renewed or extended unless the Parties enter into a written agreement to extend the terms. Either party may terminate this Agreement without cause with 30 days written notice to the other party, provided that District shall only be entitled to a refund for any pre-paid fees in the event that Contractor terminates this Agreement under this Section.

6. Indemnification.

6.1. Contractor's obligation to indemnify the District and its legislative board, officials, officers, agents, employees, and representatives (District Indemnitees) as set forth in the Funding Agreement shall apply to this Agreement and are fully incorporated herein by this reference.

6.2. In addition to Contractor's indemnity obligations to the District Indemnitees as set forth in the Funding Agreement, Contractor shall, at its own expense, defend and indemnify the District Indemnitees in any action, suit or claim by a third party alleging that the services provided by Contractor under this Agreement infringe any patent, trademark, trade secret, copyright or any other proprietary right of such third party (an "IP Claim") or any third-party claim arising from a breach by Contractor of applicable privacy laws and shall pay settlement amounts agreed by Contractor and/or any losses, damages, liabilities, expenses, or costs (including but not limited to reasonable attorneys' fees) awarded to such third party against District by a court of competent jurisdiction in such IP Claim. As conditions for such defense and satisfaction by Contractor, (a) District shall notify Contractor promptly in writing upon becoming aware of all pending IP Claims; (b) District shall give Contractor sole control of the defense and settlement of such IP Claims; (c) District shall cooperate fully with Contractor in the defense and/or settlement of such IP Claims; and (d) District shall not settle any IP Claims without Contractor's consent, or compromise the defense of any such IP Claims.

6.3. District Indemnification. To the greatest extent allowed by law, District shall defend, indemnify and hold Contractor, its, officers, agents, employees, and representatives (the "Contractor Indemnitees") free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death (collectively "Contractor Loss"), to the extent arising out of or incident to the sole willful misconduct or active negligence of District and its legislative board, officials, officers, agents, employees, and representatives arising from this Agreement. District's Indemnification includes any Contractor Loss sustained by the Contractor Indemnitees, and each of them, as a result of any false representation made to any AMA or other third-party of Contractor's services which is not set out in any of Contractor's documentation.

6.4. Scope of Defense Obligation. The indemnifications granted hereunder, and under the Funding Agreement, include, but are not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses. The indemnitor's defense obligations (with counsel approved by the indemnitee), shall arise immediately upon tender of any of the indemnitees, and the defense shall be paid at the indemnitor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the indemnitees, notwithstanding whether liability is, can be or has yet been established. Indemnitor shall pay and satisfy any judgment, award or decree that may be rendered against any of the indemnitee, in any such suit, action or other legal proceeding.

6.5. Refusal to Defend/Indemnify. Either party, upon receipt of tender from any indemnitee hereunder (the "Tendering Indemnitee"), may refuse to provide indemnity or defense hereunder (the "Refusing Party"), if the Refusing Party, in reliance upon an opinion of qualified counsel, has determined that a valid basis exists for determining that the claim, for which indemnity or defense is sought, is not required to be indemnified or defended pursuant to the terms of this Agreement. A refusal to indemnify or defend under such circumstances shall not be a material breach of this Agreement. However, if the Tendering Indemnitee shall be required by a final judgment to pay any amount in respect of any obligation or liability against which it has been determined by final judgment that the Refusing Party is required to indemnify or defend under this Agreement, the Refusing Party shall promptly reimburse the Tendering Indemnitee in an amount equal to the amount of such payment. Further, if such refusal, or any failure, to provide a defense against a claim is determined by a final judgment not to have been reasonably justified under the circumstances, then the Refusing Party: (i) shall be obligated to pay all of the damages and out-of-pocket expenses incurred by the Tendering Indemnitee in defending said claim, including, but not limited to, the value of the time, including travel time, that all of the employees, agents and representatives of the Tendering Indemnitee dedicated to, or expended in furtherance of, the defense of said claim; and (ii) without any further action from any party, the Refusing Party hereby intentionally relinquishes and waives any and all rights of every nature to dispute, defend against or contest, in any manner, (including but not limited to the waiver of every defense of every nature) the claim of the Tendering Indemnitee regarding the amount of, reasonableness of, necessity for or the Refusing Party's obligation to pay, the costs, fees and expenses, and other Damages incurred by the Tendering Indemnitee in defending the claim.

6.6. Survival. The Parties' respective obligations under this section shall survive the termination or expiration of this Agreement.

7. Insurance. Contractor agrees to abide by the insurance requirements of the Funding Agreement, which shall equally insure the District, and Contractor shall provide District with the original insurance certificates as required therein.

8. NO WARRANTIES. DISTRICT ACKNOWLEDGES AND AGREES THAT, TO THE EXTENT PERMITTED BY LAW, CONTRACTOR HAS NOT MADE AND MAKES NO (AND CONTRACTOR'S AFFILIATES HAVE NOT MADE AND MAKE NO) REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, MERCHANTABILITY QUALITY, CONDITION OR QUALITY, OF ANY OF THE SERVICES. DISTRICT RECEIVES ACCESS TO SERVICES FROM CONTRACTOR "AS IS." NEITHER CONTRACTOR NOR ITS AFFILIATES MAKE ANY WARRANTIES OR CONDITIONS, EITHER EXPRESSED OR IMPLIED, CONCERNING THE SERVICES PROVIDED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

9. Limitation of Liability.

9.1. Subject to and except for Contractor's service level agreement commitments in this Agreement and the exceptions set forth in the subsection set forth immediately below, under no other circumstances shall Contractor (or its officers, employees, subsidiaries, affiliates, or agents), or third-party service providers be liable to the District or any other person for any damages, including without limitation, any indirect, incidental special or consequential damages, expenses, costs, profits, lost savings, or earnings, lost or corrupted data, or other liability arising out of, or related to, the services provided by Contractor and/or its third-party service provider, whether such liability is asserted on the basis of contract, tort, or otherwise, even if Contractor has been warned of the possibility of such damages. Subject to the same exceptions, in no event will any amount recoverable by the District against Contractor for direct damages in any action arising under or related to this Agreement exceed the sum of payments actually made to Contractor by ASCIP or District for the services provided by Contractor in the then immediately preceding six (6) consecutive months leading up to the event that gave rise to liability.

9.2. The foregoing Limitation Of Liability shall not apply to a data breach and is not intended to affect or supersede, or otherwise abrogate Contractor's obligations pursuant to Section 5 (Indemnification) of the Funding Agreement or Sections 6 (Indemnification), 7 (Insurance), 10 (Mitigation), or 16 (Confidentiality) of this Agreement.

10. Mitigation.

10.1. If (a) Contractor becomes aware of an actual or potential IP Claim, or (b) District provides Contractor with notice of an actual or potential IP Claim, Contractor may (or in the case of an injunction against District, shall), at Contractor's sole option and determination: (i) procure for District the right to continue to use the Services; or (ii) replace or modify the Services with equivalent or better software or technology so that District's use is no longer infringing; or (iii) if (i) or (ii) are not commercially reasonably available, terminate the licenses granted in this Agreement and refund District any pre-paid fees for the Term.

10.2. Exclusions. The obligations in this Section 10.2 do not extend to (a) any IP Claim based upon infringement or alleged infringement of any patent, trademark, copyright or other intellectual property right by the combination of the services provided by Contractor with other products, software or services not provided by Contractor; or (b) any IP Claim related to or in connection with any modification of the services provided by Contractor by anyone other than Contractor.

11. Assignment. Contractor shall not assign this Agreement or any portion of this Agreement without the prior written consent of District by executed addendum, including execution by the authorized assignee, except that Contractor may assign this Agreement to an affiliate or in connection with a merger, acquisition or sale of substantially all of Contractor's assets. . Should an assignment be consented to by District, the terms and conditions of this Agreement shall be binding on Contractor's successors and assigns. Prior to assignment, the assignee shall provide District with evidence of all insurance and licenses required by this Agreement.

12. Licenses and Authority to Do Business. Contractor warrants that it is a duly authorized entity fully empowered and legally entitled to enter into this Agreement and to agree to undertake and to perform the services recited. Contractor covenants and agrees to maintain, during the course of this Agreement, all necessary government and professional licenses, certifications and incidents of authority required for the legal performance of the contracted-for services. This includes but is not limited to, that Contractor shall ensure that all persons or entities hired or retained by Contractor shall hold and maintain current licenses and certifications required by law and standards and care. ASCIP maintains the right to request and immediately receive evidence of proper licensure and certificates at any time, upon request.

13. Applicable Law. This Agreement shall be construed, enforced and administered according to the laws of the State of California.

14. Conflict of Interest. Contractor warrants and covenants that it presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local, or federal law, including, but not limited to, Government Code section 1090. If any principal provider of services is a "consultant" for the purposes of the Fair Political Practices Act (Gov. Code § 81000 et seq.), each such person shall comply with Form 721 Statement of Economic Interests filing requirements in accordance with state or City local Conflict of Interest Code. In addition, if any other conflict of interest should nevertheless hereinafter arise, Contractor shall promptly notify District of the existence of such conflict of interest so that the District may determine whether to terminate this Agreement.

15. Non-Discrimination. Contractor agrees that no person shall be subject to unlawful discrimination based on race; color; gender; age; religion; national origin; U.S. military veteran status; marital status; sexual orientation; disability; source of income; or political affiliation in programs, activities, services, benefits, or employment in connection with this Agreement. Contractor agrees not to discriminate on any of these bases in its employment or personnel policies.

16. Confidentiality.

16.1. Under the terms of this Agreement, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publicly available, which is covered by federal or state privacy laws, rules, and regulations, including but not limited to the Family Educational Rights and Privacy Act of 1974 (FERPA) 20 U.S. § 1232g; the Protection of Pupil Rights Amendment (PPRA) 20 U.S.C. 1232h, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) 42 U.S.C. § 300gg and 29 U.S.C § 1181 et seq. and 42 USC 1320d et seq., AB 1584, found at California Education Code Section 49073.1, the Children's Online Privacy Protection Act of 1998 (COPPA) 15 U.S. Code §§ 6501 et seq., the Student Online Personal Information Privacy Act (SOPIPA) Cal. Bus. & Prof. Code § 22586 et seq., the Early Learning Personal Information Protection Act (ELPIPA) Cal. Bus. & Prof. Code § 22586 et seq., or which is considered confidential and protected from disclosure by the policies and procedures of one of the AMAs ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information of the District shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of the District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), upon the request of the District, and in the in the event the District's student data or pupil records are likely to be received by Contractor as a result of this Agreement, Contractor agrees to enter into a separate California Student Data Privacy Agreement attached hereto as Exhibit B.

16.2. General. In the course of performing the Services, either party will or may have access to certain confidential information concerning the activities of the other party. In particular, the District may have access to certain confidential information relating to the Services and internal methodologies of Contractor. Each party shall use commercially reasonable efforts to protect the confidential information of the other party from unauthorized use or disclosure and shall use at least the same degree of care with regard thereto as it uses to protect its own confidential information of a like nature, and in any event, no less of a standard than that used by a prudent business person to protect its own confidential information. Unless otherwise required by law, neither party shall, during the term of this Agreement or any time thereafter, either disclose any of such confidential information to any other party or use such confidential information for any purpose not contemplated by this Agreement.

17. Dispute Resolution. If any dispute should arise under this Agreement, the Parties agree to abide by the dispute resolution procedures as set forth in the Funding Agreement.

18. Integration. This Agreement and the Funding Agreement, including any attachments and exhibits thereto, constitute the final, complete and exclusive statement among the parties hereto, supersedes all prior and contemporaneous understandings or agreements of the parties, and is binding on and, inures to the benefit of their respective heirs, representatives, successors and assigns. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement. Any agreement made after the date of this Agreement is ineffective to modify, waive, or terminate this Agreement, in whole or in part, unless such agreement is in writing, signed by the parties to this Agreement, and specifically states that such agreement modifies this Agreement.

19. Interpretation. Any rule of law or legal decision that would require interpretation of this Agreement against the party that drafted it is not applicable and is waived, and the Agreement shall be given a fair and reasonable interpretation in accordance with the meaning of its terms and the intent of the parties. The section and paragraph headings in this Agreement are solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect hereof. All terms and words used in this Agreement, regardless of the number or gender in which they are used, shall be deemed to include the appropriate number and gender, as the context may require. Any reference to any specific statute, ordinance or other law shall be deemed to include any amendments thereto, or any successor or similar law addressing the same subject matter.

20. Severability. If any provision of this Agreement is found to be unenforceable, the remainder of this Agreement shall not be affected, and any provision found to be invalid shall be enforceable to the extent permitted by law.

21. Counterparts. This Agreement may be executed in one or more counterparts, and each of which, so executed, shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

22. Modification of Agreement. Any modification of this Agreement or additional obligation assumed by any party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

23. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if dispatched to the address indicated in the opening paragraphs of this Agreement by (a) registered or certified mail, postage prepaid, in any post office in Canada; (b) hand delivery; (c) overnight courier; or (d) facsimile transmission upon confirmation of receipt by the recipient.

24. Miscellaneous. Nothing herein shall be construed to constitute the parties as principal and agent, employer and employee, partners or joint ventures. Contractor shall not be responsible for delays or failure in performance resulting from acts beyond the control of Contractor, including but not limited to natural disasters, acts of God, war, terrorism, any change in or adoption of any law or regulation, or any telecommunication line failure.

25. Authority. The undersigned warrant that they are duly authorized representatives of the parties and have been empowered to execute this Agreement on behalf of party indicated.

26. Survival. In the event of expiration and termination of this Agreement, the following provisions shall survive any termination or expiration of this Agreement: Sections 6, 8, 9, 10, 16, and 17.

Acceptance of Terms

Customer acknowledges that the person signing this Agreement on its behalf is authorized to do so and may bind the Customer to all the terms and conditions contained herein, and represents and warrants that such person is acting within the scope of his or her authority as an officer, director or duly authorized agent or employee of Customer.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the Effective Date.

Permission Click Inc.

Per:



SIGNATURE
Stephanie Reid

Stephanie Reid
Growth

Rancho Santiago Community College District

Per:

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

Date: _____

Exhibit A

FEE & EXPENSE SCHEDULE FOR ADDITIONAL FEATURE SETS PURCHASED BY DISTRICT

No charge to the District for the ASCIP Feature Set for three years.

Additional feature set pricing to be negotiated individually with each District. (Refer to Investment section this agreement for District-specific pricing and features.)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources

To:	Board of Trustees	Date: April 16, 2019
Re:	Presentation of the Continuing Education Faculty Association (CEFA) Initial Bargaining Proposal to the Rancho Santiago Community College District	
Action:	Receipt of Bargaining Proposal and Approval of Scheduling of Public Hearing	

BACKGROUND

Pursuant to Government Code Section 3547(a) the Continuing Education Faculty Association's initial bargaining proposal to the Rancho Santiago Community College District is presented for information. The Government Code also requires that the Board of Trustees conduct a public hearing on this proposal at its next regularly scheduled meeting.

ANALYSIS

Contract negotiations cannot begin until after the Board of Trustees conducts a public hearing on this proposal at its April 16, 2019 meeting.

RECOMMENDATION

It is recommended that the Board of Trustees receive this bargaining proposal and schedule a public hearing for April 29, 2019.

Fiscal Impact: None at this time.	Board Date: April 16, 2019
Item Prepared by: Tracie Green, Vice Chancellor, Human Resources	
Item Submitted by: Tracie Green, Vice Chancellor, Human Resources	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

CONTINUING EDUCATION FACULTY ASSOCIATION (CEFA)

INITIAL PROPOSAL

MARCH 28, 2019

CEFA proposes the following items for Reopener Negotiations between the Parties for fiscal year 2019-2020 for Public Notice, pursuant to Government Code 3547.

Article 9: Association Rights

- Modifications to complaint process to ensure CEFA unit member have robust due process

Article 11: Wages and Hours

- Increase to all wages to maintain competitive salaries
- Add STRS Cash Balance Program as a Social Security replacement program.

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

Adoption of Resolution Authorizing Payment to Trustee Absent from Board Meetings

Resolution No. 19-05

Whereas, California Education Code Section 72024(5d) provides that “a member (of the Board of Trustees) may be paid for any meeting when absent if the Board by Resolution duly adopted and included in its minutes find that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board,” and

Whereas, on March 25, 2019, the Board of Trustees of the Rancho Santiago Community College District held a regular board meeting; and

Whereas, Trustee Lawrence “Larry” R. Labrado was not present at the board meeting;
and

Whereas, the board has determined that Trustee Labrado’s absence was due to illness;

NOW, THEREFORE, BE IT RESOLVED that Trustee Labrado shall be paid at the regular rate of compensation for the board meeting on March 25, 2019.

Dated this 16th day of April 2019.

Ayes:
Noes:
Absent:
Abstain:

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

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 –
ADVISORY COMMITTEE ON EDUCATION SERVICES 1 Board Member
(Elizabeth Weber)
Olympic Valley, California – May 2, 2019

COMMUNITY COLLEGE LEAGUE OF CALIFORNIA
ANNUAL TRUSTEES CONFERENCE 1 Board Member
(Elizabeth Weber)
Olympic Valley, California–May 3-5, 2019