

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)
Board of Trustees (Regular meeting)
Monday, September 9, 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 Introduction of New Faculty Members

1.4 Adoption of Resolution No. 19-20 – Resolution Honoring First Responders in the Rancho Santiago Community College District **Action**
It is recommended that the board adopt Resolution No. 19-20 Honoring First Responders in the Rancho Santiago Community College District.

1.5 Recognition of First Responders in Commemoration of Anniversary of 9/11 Attacks

1.6 Approval of Additions or Corrections to Agenda **Action**

1.7 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.

1.8 Approval of Minutes – Regular meeting of August 12, 2019 Action

1.9 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.

1.10 Public Hearing – 2019-2020 Proposed Adopted Budget

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from the Chancellor

2.2 Reports from College Presidents

2.3 Report from Student Trustee

2.4 Reports from Student Presidents

2.5 Report from Classified Representative

2.6 Reports from Academic Senate Presidents

2.7 Informational Presentation on Budget

2.8 Informational Presentation on Santa Ana College (SAC) and Santiago Canyon College (SCC) Priorities for Proposed Bond

3.0 INSTRUCTION

*3.1 Approval of Standard Inter-Agency Instructional Services Agreement Renewal with California Narcotic Officers Association Action

The administration recommends approval of the standard inter-agency instructional services agreement renewal with the California Narcotic Officers Association located in Valencia, California, as presented.

*3.2 Approval of Educational Affiliation Agreement Renewal with Anaheim Union High School District Action

The administration recommends approval of the educational affiliation agreement renewal with Anaheim Union High School District located in Anaheim, California, as presented.

*3.3 Approval of Educational Affiliation Agreement Renewal with La Habra City School District Action

The administration recommends approval of the educational affiliation agreement renewal with La Habra City School District located in La Habra, California, as presented.

- *3.4 Approval of Educational Affiliation Agreement Renewal with Dynamic Therapy Solutions, LLC Action
The administration recommends approval of the educational affiliation agreement renewal with Dynamic Therapy Solutions, LLC located in Palmdale, California, as presented.
- *3.5 Approval of RSCCD Educational Services Agreement with City of Burbank Action
The administration recommends approval of the educational services agreement with the City of Burbank, California, as presented.
- *3.6 Approval of Addendum #2 to Grand Canyon University and Santa Ana College (SAC) Concurrent Enrollment Program (CEP) Agreement Action
The administration recommends approval of Addendum #2 to the Grand Canyon University and SAC CEP agreement with Grand Canyon University based in Phoenix, Arizona, as presented.
- *3.7 Approval and Certification of Santa Ana College School of Continuing Education High School Diploma Program Graduates for 2018-2019 Action
The administration recommends approval and certification of the list of 2018-2019 high school program graduates for the SAC School of Continuing Education.
- *3.8 Approval and Certification of Santiago Canyon College (SCC) Division of Continuing Education Adult High School Diploma Program Graduate for 2018-2019 Action
The administration recommends approval and certification of the list of 2018-2019 adult high school program graduates for the SCC Division of Continuing Education.
- 3.9 Confirmation of Santa Ana College Bachelor of Science Degrees, Associate Degrees, and Certificates Awarded in Intersession 2019 and Spring 2019 Action
The administration recommends confirmation of the list of recipients of SAC bachelor of science degrees, associate degrees and certificates for Intersession 2019 and Spring 2019 as presented.
- *3.10 Confirmation of Santiago Canyon College (SCC) Associate Degrees and Certificates Awarded in Spring 2019 Action
The administration recommends confirmation of the list of recipients of SCC associate degrees and certificates for Spring 2019 as presented.
- *3.11 Approval of Renewal Agreement with Medical Billing Technologies, Inc. Action
The administration recommends approval of the one-year renewal agreement with Medical Billing Technologies, Inc. as presented.

*Item is included on the Consent Calendar, Item 1.9.

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 Intrafund Transfers Action
The administration recommends approval of the intrafund transfers from July 1, 2019, to August 27, 2019.
- 4.3 Approval of 2019-2020 Adopted Budget Action
The administration recommends approval of the 2019-2020 Adopted Budget as presented.
- *4.4 Approval of Amendment to Agreement with Facilities Planning & Program Services, Inc. for Planning and Project Management Services Action
The administration recommends approval of the amendment to the agreement with Facilities Planning & Program Services, Inc. for planning and project management services as presented.
- *4.5 Approval of Change Order #1 for R Dependable Construction Inc. for Bid #1370 for Learning Resources Center (LRC) Drywall Repair at Santiago Canyon College Action
The administration recommends approval of change order #1 for R Dependable Construction Inc. for Bid #1370 for LRC drywall repair at SCC as presented.
- *4.6 Acceptance of Completion of Bid #1370 for Learning Resources Center Drywall Repair at Santiago Canyon College and Approval of Recording a Notice of Completion Action
The administration recommends acceptance of the project as complete and approval of filing a Notice of Completion with the County as presented.
- *4.7 Ratification of Agreement with Team Inspections for Project Inspector Services for Safety Department Portable Offices at Santiago Canyon College Action
The administration recommends ratification of the agreement with Team Inspections for project inspector services for the Safety Department portable offices at SCC as presented.
- *4.8 Approval of Professional Services Agreement with The Scanning Company Action
The administration recommends approval of the professional services agreement with The Scanning Company as presented.

*Item is included on the Consent Calendar, Item 1.9.

*4.9 Approval of Request for Proposal (RFP) #1351 for Satellite Coffee Cart Services Action

The administration recommends approval of the award of RFP #1351 for satellite coffee cart services to Sheera LLC, DBA Sheera Express, 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:

- California Virtual Campus – Online Education Initiative \$14,985
(CVC-OEI) (SAC)
- Equality Employment Opportunity (EEO) – Diversity \$45,000
Allocation Funds (District)

*5.2 Approval of Appointment to Community College League of California (CCLC) Advisory Committee on Legislation (ACL) Action

It is requested that the board approve Trustee Hanna's appointment to the CCLC Advisory Committee on Legislation during the 2019-2020 calendar year.

5.3 Board Member Comments Information

RECESS TO CLOSED SESSION

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

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

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

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty
 - c. Classified Staff
 - d. Student Workers
 - e. Professional Experts
2. Public Employment: Chancellor (pursuant to Government Code Section 54957)
3. Conference with Legal Counsel: Existing Litigation (pursuant to Government Code Section 54956.9[a])

Loretta Jordan v. Rancho Santiago Community College District, Orange County Superior Court
Case No. 30-2019-01072357-CU-WT-CJG

*Item is included on the Consent Calendar, Item 1.9.

4. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (2 cases)
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. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])
7. Liability Claim (pursuant to Government Code Section 54956.95)
 - a. 1906368

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.

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6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

Action

- Approval of Revised Job Descriptions/Title Changes
- Approval of Employment Agreements
- Approval of Appointments
- Approval of Interim Assignments
- Approval of Adjusted Final Salary Placements
- Approval of FARSCCD Beyond Contract/Overload Hourly Step Increases Effective Fall 2019
- Approval of FARSCCD Part-time/Hourly Step Increases Effective Fall 2019
- Approval of CEFA Part-time/Hourly Step Increases Effective Fall 2019
- Approval of Adjusted Workload Percentages for California State Teachers' Retirement System (CalSTRS) Reduced Workload Participant
- Ratification of Resignations/Retirements
- Approval of Banked Leaves of Absence

6.1 Management/Academic Personnel (cont.)

- Approval of Final Salary Placements
- Approval of 2019-2020 Contract Extension Days
- Approval of Additional 2019-2020 Contract Extension Days
- Approval of 2019-2020 Contract Stipends
- Rescission of 2019-2020 Contract Stipends
- Rescission of 2019-2020 Contract Extension Days
- Approval of Beyond Contract/Overload Stipends
- Approval of Column Changes
- Approval of Column Change Corrections
- Approval of Temporary Assignments
- Approval of Part-time Hourly New Hires/Rehires
- Approval of Non-paid Intern Services
- Approval of Adjusted Non-paid Intern Service Start Dates

6.2 Classified Personnel

Action

- Approval of Changes in Grade
- Approval of New Appointments
- Approval of Hourly Ongoing to Contract Assignments
- Approval of Professional Growth Increments
- Approval of Out of Class Assignments
- Approval of Return to Regular Assignments
- Approval of Changes in Position/Location
- Approval of Changes in Salary Placement
- Approval of Leaves of Absence
- Ratification of Resignations/Retirements
- Approval of Short Term Assignments
- Approval of Changes in Temporary Assignment
- Approval of Additional Hours for Ongoing Assignment
- Approval of Substitute Assignments
- Approval of Miscellaneous Positions
- Approval of Instructional Associates/Associate Assistants
- Approval of Community Service Presenters and Stipends
- Approval of Volunteers
- Approval of Student Assistant Lists

6.3 Public Disclosure of Collective Bargaining Agreement between Rancho Santiago Community College District and Rancho Santiago Community College District Continuing Education Faculty Association (CEFA)

Action

It is recommended that the board approve the collective bargaining Agreement with RSCCD Continuing Education Faculty Association.

6.4 Approval of First Amendment to Agreement for Claims Administrative Services Action

It is recommended that the board approve the first amendment to the Agreement for claims administrative services as presented.

6.5 Rejection of Claim Action

The district's claims administration recommends the board authorize the chancellor or his designee to reject claim #1906368.

6.6 Authorization for Board Travel/Conferences Action

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

6.7 Adoption of Resolution No. 19-19 authorizing payment to Trustee Absent from Board Meetings Action

This resolution requests authorization of payment to Zeke Hernandez for his absence from the August 12, 2019, board meeting due to illness.

7.0 ADJOURNMENT - The next regular meeting of the Board of Trustees will be held on September 23, 2019.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: September 9, 2019
Re:	Adoption of Resolution No. 19-20 – Resolution Honoring First Responders in the Rancho Santiago Community College District	
Action:	Request for Adoption of Resolution No. 19-20	

BACKGROUND

September 11, 2001 was a day of tragedy for the United States as it came under attack. Nineteen men hijacked four fuel-loaded U.S. commercial airplanes bound for west coast destinations and 2,977 people were killed in New York City, Washington, D.C. and Shanksville, Pennsylvania. Of those killed, 403 were first responders who were at each location to help those who were trapped and injured.

First responders throughout the country put themselves in harm's way every day to keep its citizens and communities safe. Many have fallen in the line of duty.

ANALYSIS

The officers on the Rancho Santiago Community College District campuses, as well as local police officers and firefighters in the communities within our district, are ready and able every day of the year to do whatever is necessary to protect our students. On behalf of the Rancho Santiago Community College District, the board of trustees would like to honor and express appreciation to the first responders who every day work to insure the safety of our students and communities. With a safe and secure environment, our students are able to work hard to fulfill their dreams and become productive members of the community.

RECOMMENDATION

It is recommended that the Board of Trustees adopt Resolution No. 19-20 – Resolution Honoring First Responders in the Rancho Santiago Community College District as presented.

Fiscal Impact:	None	Board Date: September 9, 2019
Prepared by:	Patricia S. Duenez, Assistant to the Vice Chancellor	
Submitted by:	Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

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

**Resolution No. 19-20 Honoring First Responders in the
Rancho Santiago Community College District**

Resolution No. 19-20

WHEREAS, on September 11, 2001, our nation was changed forever by the attacks that killed 2,977 people and injured over 6,000 others. Out of this tragedy came a heightened appreciation for first responders, the men and women who put their lives on the line every day to protect the public in times of danger – 403 of whom lost their lives that day; and

WHEREAS, in the years since 9/11, many more disasters—man-made and natural – have reaffirmed the importance and courage of these essential public servants. Most recently, first responders have played a critical, lifesaving role in the devastation caused by California fires; and

WHEREAS, in Orange County and in the Rancho Santiago Community College District, we rely on our first responders – our district’s safety officers, and our fire and police departments – to respond to dangerous fires, floods, earthquakes, and other natural and man-made disasters and incidents; and

WHEREAS, The Rancho Santiago Community College District, has a proud history of partnership with public safety agencies, including Santa Ana College’s 47 year partnership with the Orange County Sheriff’s Department as evidenced by the Orange County Sheriff’s Regional Training Academy in Tustin; and

WHEREAS, Santa Ana College is home to one of the state’s largest and oldest fire technology programs, the Santa Ana College Fire Academy Program, administered under the guidance of the Orange County Fire Chiefs’ Association;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Rancho Santiago Community College District that the first responders who protect the public in Orange County and especially the cities served by the District -- Anaheim Hills, Orange, Santa Ana, Villa Park, and portions of Anaheim, Costa Mesa, Irvine, Fountain Valley, Garden Grove, and Tustin – as well as the District’s own Security and Public Safety officers are to be commended for their timely response in times of crisis and their courageous efforts on behalf of area residents. The appreciation and thanks of the District, its employees, and its students are hereby conveyed by the adoption of this Resolution.

Dated this 9th day of September 2019.

Ayes:
Noes:
Absent:
Abstain:

Marvin Martinez
Secretary, Board of Trustees

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)

2323 North Broadway, #107

Santa Ana, CA 92706

Board of Trustees

(Regular meeting)

Monday, August 12, 2019

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 5:29 p.m. by Mr. Phillip Yarbrough. Other members present were Ms. Claudia Alvarez, Ms. Arianna Barrios, Mr. John Hanna, Mr. Larry Labrado, Ms. Nelida Mendoza and Mr. Theodore Moreno. Mr. Zeke Hernandez was not present due to illness.

Administrators present during the regular meeting were Ms. Tracie Green, Mr. Peter Hardash, Dr. John Hernandez, Mr. Marvin Martinez, Mr. Enrique Perez, 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. Yarbrough, President, Rancho Santiago Community College District Board of Trustees.

1.3 Approval of Additions or Corrections to Agenda

There were no additions or corrections to the agenda.

1.4 Public Comment

There were no public comments.

1.5 Approval of Minutes

It was moved by Ms. Alvarez and seconded by Ms. Mendoza to approve the minutes of the regular meeting held July 15, 2019. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Moreno's advisory vote was aye.

1.6 Approval of Consent Calendar

It was moved by Mr. Labrado and seconded by Ms. Barrios to approve the recommended action on the following items (as indicated by an asterisk on the agenda) on the Consent Calendar. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Moreno’s advisory vote was aye.

3.1 Approval of Agreement with Orange County Children’s Therapeutic Arts Center

The board approved the agreement with Orange County Children’s Therapeutic Arts Center located in Santa Ana, California, as presented.

3.2 Approval of Agreement with Our Lady of the Pillar Church

The board approved agreement with Our Lady of the Pillar Church located in Santa Ana, California, as presented.

3.3 Approval of Instructional Services Agreement Renewal with Hope Builders

The board approved the instructional services agreement renewal with Hope Builders located in Santa Ana, California as presented.

3.4 Approval of Memorandum of Understanding (MOU) Renewal for Workforce Innovation and Opportunity Act (WIOA) with Santa Ana Workforce Development Board (SAWDB) and Rancho Santiago Community College District (America’s Job Center of California [AJCC] Partner)

The board approved the MOU renewal for the WIOA with the SAWDB and RSCCD (AJCC Partner) as presented.

3.5 Approval of Clinical Affiliation Agreement with Tustin Hills Healthcare, Inc. dba The Hills Post Acute

The board approved the clinical affiliation agreement with Tustin Hills Healthcare, Inc. dba The Hills Post Acute located in Santa Ana, California, as presented.

3.6 Approval of United States (U.S.) Field Site Affiliation Agreement with Walden University, LLC

The board approved the U.S. field site affiliation agreement with Walden University, LLC located in Minneapolis, Minnesota, as presented.

3.7 Approval of Educational Affiliation Agreement with Hope Speech and Language Therapy, Inc.

The board approved the educational affiliation agreement with Hope Speech and Language Therapy, Inc. located in Murrieta, California, as presented.

1.6 Approval of Consent Calendar (cont.)

3.8 Approval of Educational Affiliation Agreement with Ontario-Montclair School District

The board approved the educational affiliation agreement with Ontario-Montclair School District located in Ontario, California as presented.

3.9 Approval of Educational Affiliation Agreement Renewal with Extended Care Hospital of Westminster

The board approved the educational affiliation agreement renewal with Extended Care Hospital of Westminster located in Westminster, California as presented.

3.10 Approval of Educational Affiliation Agreement Renewal with Long Beach Memorial Medical Center dba MemorialCare Long Beach Medical Center

The board approved the educational affiliation agreement renewal with Long Beach Memorial Medical Center dba MemorialCare Long Beach Medical Center located in Long Beach, California as presented.

3.11 Approval of Educational Affiliation Agreement Renewal with Waterman Canyon Post Acute

The board approved the educational affiliation agreement renewal with Waterman Canyon Post Acute located in San Bernardino, California as presented.

3.12 Approval of Memorandum of Understanding with California State Fire Marshal's Office, State Fire Training

The board approved the MOU with the California State Fire Marshal's Office, State Fire Training located in Sacramento, California, as presented.

3.13 Approval of Amendment Number 4 to Agreement for Contract Services with City of Irvine

The board approved amendment number 4 to agreement for contract services with the City of Irvine located in Irvine, California, as presented.

3.14 Approval of Pilot Program Agreement between Enzie Solutions, Inc. and Rancho Santiago Community College District on behalf of Santa Ana College

The board approved the pilot program agreement with Enzie Solutions, Inc. located in Redondo Beach, California as presented.

3.15 Approval of Affiliation Agreement for Clinical Training/Internship in Psy.D. Program with University of La Verne

The board approved the affiliation agreement for clinical training/internship in Psy.D. program with University of La Verne as presented.

1.6 Approval of Consent Calendar (cont.)

3.16 Approval of Contracted Services Agreement with Truth Initiative Foundation

The board approved the contracted services agreement with Truth Initiative Foundation in Washington, D.C. as presented.

4.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

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

The board approved budget increases/decreases, transfers, and intrafund and interfund transfers dated June 30, 2019.

4.3 Approval of Amendment to Agreement (Student Centered Funding Formula [SCFF]) with Cambridge West Partnership, LLC

The board approved the amendment to the agreement (SCFF) with Cambridge West Partnership, LLC as presented.

4.4 Approval of Professional Services Agreement (SCFF & Budget) with Cambridge West Partnership, LLC

The board approved the professional services agreement for assistance with the SCFF and a budget allocation model with Cambridge West Partnership, LLC as presented.

4.5 Approval of Public Hearing for 2019-2020 Proposed Adopted Budget

The board approved holding a public hearing on the 2019-2020 proposed Adopted Budget at the September 9, 2019, board meeting.

4.7 Approval of Agreement with Bernards Bros. Inc. dba Bernards for Construction Management Services for Russell Hall Replacement (Health Science Building) at Santa Ana College

The board approved the agreement with Bernards Bros. Inc. dba Bernards for construction management services for the Russell Hall replacement (Health Sciences building) at SAC as presented.

4.9 Approval of Agreement with PBK Architects, Inc. for Architectural Services for Barrier Removal for East Broadmoor Trail Repairs at Santiago Canyon College

The board approved the agreement with PBK Architects, Inc. for architectural services for barrier removal for East Broadmoor trail repairs at SCC as presented.

4.10 Approval of Change Order #1 for Allison Mechanical, Inc. for Bid #1363 for Proposition 39, Year 5, U Portables Heating, Ventilation and Air Conditioning (HVAC) Upgrades Phase 1 at Santiago Canyon College

The board approved change order #1 for Allison Mechanical, Inc. for Bid #1363 for Proposition 39, Year 5, U portables HVAC upgrades Phase 1 at SCC as presented.

1.6 Approval of Consent Calendar (cont.)

4.11 Acceptance of Completion of Bid #1363 for Proposition 39, Year 5, U Portables HVAC Upgrades Phase 1 at Santiago Canyon and Approval of Recording a Notice of Completion

The board accepted the project as complete and approved filing a Notice of Completion with the County as presented.

4.12 Approval of Change Order #1 for Allison Mechanical, Inc. for Bid #1371 for Proposition 39, Year 5, U Portables HVAC Upgrades Phase 2 at Santiago Canyon College

The board approved change order #1 for Allison Mechanical, Inc. for Bid #1371 for Proposition 39, Year 5, U portables HVAC upgrades Phase 2 at SCC as presented.

4.13 Acceptance of Completion of Bid #1371 for Proposition 39, Year 5, for Proposition 39, Year 5, U Portables HVAC Upgrades Phase 2 at Santiago Canyon College and Approval of Recording a Notice of Completion

The board accepted the project as complete and approved filing a Notice of Completion with the County as presented.

4.14 Award of Bid #1377 for Purchase of Hydraulic Training Simulators

The board accepted the bid and awarded Bid #1377 for purchase of hydraulic training simulators to Fluid Power Training Institute as presented.

4.15 Approval of Professional Services Agreement (Purchasing Services) with Cambridge West Partnership, LLC

The board approved the professional services agreement with Cambridge West Partnership, LLC to assist the Purchasing Services department as presented.

4.16 Approval of Vendor Name Change

The board approved the name change request from Vavrinek, Trine, Day & Co., LLP to Eide Bailly, LLP as presented.

4.17 Approval of Purchase Orders

The board approved the purchase order listing for the period June 16, 2019, through July 13, 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:

- California Campus Catalyst Fund (SAC) \$ 120,000
- California Work Opportunity and Responsibility to Kids (CalWORKS)/Work Study/Temporary Assistance for Needy Families (TANF) (SCC) \$ 174,184
- College Assistance Migrant Program – Year 3 (SCC) \$ 425,000

1.6 Approval of Consent Calendar (cont.)

5.1 Approval of Resource Development Items (cont.)

- Community College Tobacco Cessation Services (SAC)	\$ 50,000
- Guided Pathways (SAC & SCC)	\$ 596,143
- Integrated Technology – Data Sciences Tools Fiscal Agent (District Office [DO])	\$ 3,500,000
- Integrated Technology – Data Science Tools Fiscal Agent (DO)	\$ 481,000
- Key Talent Administration & Sector Strategy Fiscal Agent (DO)\	\$16,500,000
- Los Angeles and Orange County Regional Consortium (DO)	\$ 370,000
- Math, Engineering and Science Achievement (MESA) Program (SAC)	\$ 74,515
- Santa Ana Middle College High School (SAC)	\$ 100,000
- Sector Navigator – Retail/Hospitality/Tourism (DO)	\$ 372,000
- Student Support Services – Regular Program – Year 5 (SCC)	\$ 253,032
- Student Support Services – Veterans Program – Year 5 (SAC)	\$ 253,032
- Student Support Services – Year 4 (SAC)	\$ 336,234
- Talent Search – Year 2 (SAC)	\$ 415,929
- Upward Bound – Year 3 (SAC)	\$ 335,455

5.2 Approval of Sub-Agreements between RSCCD and Educational Results Partnership, Foundation for California Community Colleges, and WestEd for Data Science Tools Grant

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

5.3 Approval of Sub-Agreements between RSCCD and Allan Hancock, Butte-Glenn, Cabrillo, Cerritos, Chabot-Los Positas, Chaffey, Coast, Contra Costa, Desert, Foothill-DeAnza, Glendale, Grossmont-Cuyamaca, Lake Tahoe, Long Beach, Los Rios, Merced, MiraCosta, Mt. San Antonio, Ohlone, Palomar, Peralta, Rio Hondo, San Bernardino, San Diego, San Joaquin Delta, San Jose Evergreen, San Luis Obispo County, San Mateo County, Santa Barbara, Santa Clarita, Sequoias, Shasta-Tehama-Trinity Joint, Sierra, Sonoma County, South Orange County, Southwestern, State Center, Victor Valley, Yosemite, and Yuba Community College Districts to Award 2019-2020 Deputy Sector Navigator Grants to Host Colleges/Districts.

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-Agreement between RSCCD and Long Beach Community College District/Long Beach City College for Key Talent Administration and Sector Strategy Fiscal Agent 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.

5.5 Approval of Sub-Agreement between RSCCD and Integrative Impact LLC 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.

5.6 Approval of Sub-Agreement between RSCCD and WestEd for Sector Navigator Information Communications Technology/Digital Media Grant

The board approved the sub-agreement and authorized 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.

5.7 Approval of Sub-Agreement between RSCCD and Stephen A. Wright, LLC for Sector Navigator Information Communications Technology/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.

5.8 Approval of Sub-Agreement between RSCCD and SynED for Strong Workforce Program – Regional Funds 2017-2018 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.

5.9 Approval of Correction to Sub-Agreements between RSCCD and Chaffey, Los Rios, MiraCosta, Mt. San Antonio, San Francisco, Ventura, Yosemite Community College Districts to Award Centers of Excellence (COE) for Labor-Market Research Grants to Host Colleges/District in State of California

The board approved the correction to 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.

5.10 Approval of Correction to Sub-Agreement between RSCCD and University of California, Berkeley for California Education Learning Lab Grant

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

1.6 Approval of Consent Calendar (cont.)

5.11 Approval of Correction and Modifications to Sub-Agreement between RSCCD and California State University, Fullerton for California Learning Lab Grant

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

5.12 Approval of First Amendments to Sub-Agreements between RSCCD Chabot, Foothill-DeAnza, Glendale, Mt. San Antonio, Palomar, San Mateo County, Santa Barbara, Santa Clarita, State Center, Sonoma County, and Yuba Community College Districts for 2018-2019 Deputy Sector Navigator Grant

The board approved the first amendments to 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.

5.13 Approval of Professional Services Agreement between RSCCD and Shawn Mosen for Sector Navigator Information Communications Technology/Digital Media Grant

The board approved the professional services agreement with Shawn Mosen 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.

5.14 Approval of Professional Services Agreement between RSCCD and Jennifer Walsvick

The board approved the professional services agreement with Jennifer Walsvick 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.

5.15 Approval of First Amendment to Memorandum of Understanding between Santa Ana Unified School District and RSCCD for Provision of Early Care and Education Services for Children of Parenting Students at a Santa Ana Unified School District Campus

The board approved the first amendment to the MOU 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.

5.16 Approval of Professional Services Agreement between RSCCD and Interact Communications for Strong Workforce Program – Regional Funds Initiative

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

1.6 Approval of Consent Calendar (cont.)

5.17 Approval of Amendment to Data Integrity Contract with Cambridge West Partnership, LLC

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

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from the Chancellor

Mr. Marvin Martinez, Chancellor, provided a report to the board.

2.2 Reports from College Presidents

The following college representatives provided reports to the board:

Dr. John Hernandez, President, Santiago Canyon College
Dr. Linda Rose, President, Santa Ana College

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

2.3 Report from Student Trustee

Mr. Moreno 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:

Mr. Mariano Cuellar, Student President, Santa Ana College
Mr. Jio Gallardy, Student President, Santiago Canyon College

2.5 Report from Classified Representative

There was no representation from classified staff.

2.6 Reports from Academic Senate Presidents

Mr. Roy Shahbazian, Academic Senate President, Santa Ana College, provided a report to the board.

There was no representation from Santiago Canyon College since Mr. Michael DeCarbo, Academic Senate President, was ill.

2.7 Informational Presentation on Santa Ana College (SAC) and Santiago Canyon College (SCC) Student Equity Plans

Dr. Jeffrey Lamb, Vice President, Academic Affairs, Santa Ana College; and Mr. Syed Rizvi, Vice President, Student Services, Santiago Canyon College; provided a presentation on SAC and SCC Student Equity Plans. Board members received clarification on items related to the presentation from Dr. Lamb, Mr. Rizvi, and Dr. Hernandez.

2.8 Reports from Board Committee Chairpersons and Representatives of the Board

In Mr. Hernandez' absence, Mr. Hanna provided a report on August 5, 2019, Board Legislative Committee meeting.

3.0 INSTRUCTION

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

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 4.1, 4.2, 4.3, 4.4, 4.5, 4.7 and 4.9 through 4.17 were approved as part of Item 1.6 (Consent Calendar).

4.6 Quarterly Investment Report as of June 30, 2019

The quarterly investment report as of June 30, 2019, was presented as information.

4.8 This item was removed from the agenda.

5.0 GENERAL

Items 5.1 through 5.17 were approved as part of Item 1.6 (Consent Calendar).

5.18 Adoption of Board Policies

It was moved by Ms. Barrios and seconded by Ms. Mendoza to adopt the following new and revised policies:

- Board Policy (BP) 3730 Information Security Standards
- BP 3900 Speech: Time, Place and Manner

Discussion ensued. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Moreno's advisory vote was aye.

5.19 Nomination of Zeke Hernandez to Association of Community Colleges (ACCT) Diversity, Equity, & Inclusion Committee

It was moved by Mr. Labrado and seconded by Ms. Barrios to approve a letter of nomination for Trustee Hernandez to serve on ACCT's Diversity, Equity, & Inclusion Committee during the 2020-2022 calendar years. The motion failed with the following vote: Aye – Ms. Barrios, Mr. Hanna, Mr. Labrado; and nay votes from Ms. Alvarez, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Moreno's advisory vote was aye.

5.20 Board Member Comments

Ms. Alvarez and Ms. Mendoza welcomed everyone back to the beginning of a new academic year.

Ms. Mendoza asked Dr. Hernandez to keep the board informed of the upcoming Veterans' Summit and DREAMer (Development, Relief, and Education for Alien Minors [DREAM]) conference since she is interested in attending both events.

Ms. Mendoza reported she recently enjoyed attending two performances at Santa Ana College.

Mr. Moreno shared his experience for the last five weeks in Peru on an archeological dig. He related the personal interaction with the townspeople to the importance of the personal interaction staff and faculty provide to students.

Mr. Yarbrough asked that the answers to his questions be attached to the minutes.

Mr. Yarbrough wished Mr. Hernandez a speedy recovery from his illness.

Mr. Yarbrough thanked staff for the "RSCCD Quick Facts" handout provided to board members which he noted is very useful when meeting with legislators and the community.

At the suggestion of Ms. Alvarez, Mr. Yarbrough asked that in the future the board recognize building trade/apprenticeship graduates.

Mr. Yarbrough asked that the meeting be adjourned in memory of his friend, Eric Woolery, who passed away suddenly on August 7, 2019. He indicated Mr. Woolery served as Orange County Auditor-Controller and is the spouse of former RSCCD Board Member Lisa Woolery.

RECESS TO CLOSED SESSION

The board convened into closed session at 7:29 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) Dean
 - (2) Associate Dean
 - (3) Director

2. Public Employment: Chancellor (pursuant to Government Code Section 54957)

3. Conference with Legal Counsel: Existing Litigation (pursuant to Government Code Section 54956.9[a]) (one case)

Loretta Jordan v. Rancho Santiago Community College District, Orange County Superior Court
Case No. 30-2019-01072357-CU-WT-CJG

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

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. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

7. Student Expulsions (pursuant to Education Code 72122)

Student I.D. #2113795
Student I.D. #2416081
Student I.D. #2330059

Mr. Moreno 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

Ms. Alvarez reported during closed session the board took action to expel Student I.D. #2113795, Student I.D. #2416081, and Student I.D. #2330059 with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Moreno’s advisory vote was aye; and the board took no other 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 Ms. Barrios to approve the following action on the management/academic personnel docket. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

- Approve Appointments
- Approve Appointments/Interim to Permanent
- Approve Appointments/Changes of Assignment
- Approve Acting Assignments
- Approve Adjusted Rate of Pay for Interim Assignments
- Approve Hiring of Temporary Long-term Substitutes
- Approve Adjusted Sites/Salaries for Appointment
- Approve Adjusted Sites/Effective Dates for Appointment
- Approve 2019-2020 Contract Stipends
- Ratify Resignations/Retirements
- Approve Leaves of Absence
- Approve Extended Leaves of Absence
- Approve Final Salary Placements
- Approve Column Changes
- Approve Part-time/Hourly New Hires/Rehires
- Approve Non-paid Instructors of Record
- Approve Non-paid Intern Services

6.2 Classified Personnel

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

- Approve New Appointments
- Approve Professional Growth Increments
- Approve Out of Class Assignments
- Approve Changes in Position/Location
- Approve Changes in Salary Placement
- Approve Leaves of Absence
- Approve Voluntary Furloughs
- Ratify Resignations/Retirements
- Approve Temporary to Hourly Ongoing Assignments
- Approve Short Term Assignments
- Approve Changes in Temporary Assignments
- Approve Additional Hours for Ongoing Assignments
- Approve Substitute Assignments
- Approval of Miscellaneous Positions
- Approve Instructional Associates/Associate Assistants
- Approve Community Service Presenters and Stipends
- Approve Volunteers
- Approve Student Assistant Lists

6.3 Authorization for Board Travel/Conferences

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

7.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on September 9, 2019.

There being no further business, Mr. Yarbrough declared the meeting adjourned at 8:47 p.m., in memory of former RSCCD Trustee Lisa Woolery's husband, Mr. Eric Woolery, Orange County Auditor-Controller, who suddenly passed away on August 14, 2019.

Respectfully submitted,

Marvin Martinez, Chancellor

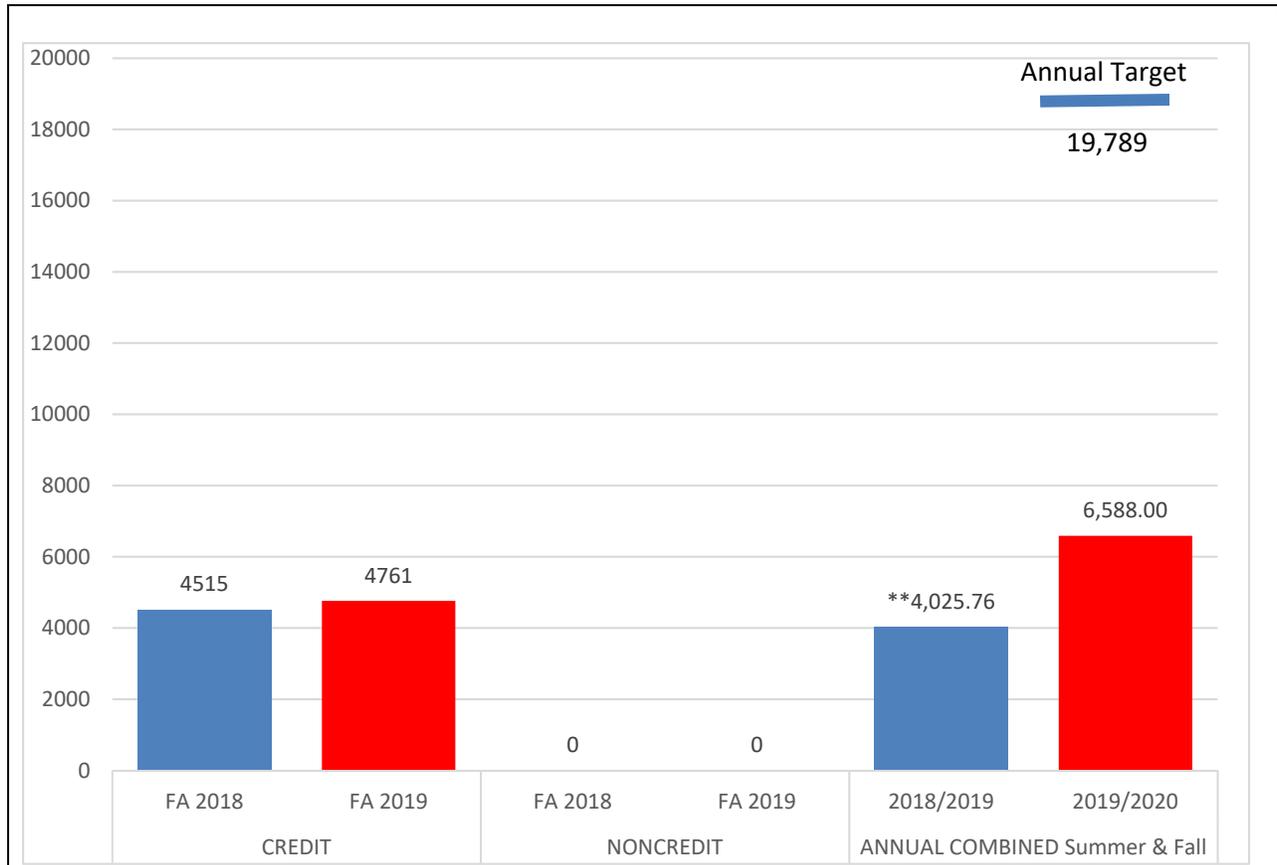
Approved: _____
Clerk of the Board

Minutes approved: September 9, 2019



SAC 2019/2020 Fall Enrollment Report

*Date: 08/08/19



FTES Target

Terms	2019/2020	DIFF	PCT
Credit FA Target	6860.00		
Credit FA Projection	6860.00	0.00	0%
Noncredit FA Target	1683.00		
Noncredit FA Projection	1683.00	0.00	0%
Annual Target	19789.00		
Annual Projection	19789.00	0.00	0%

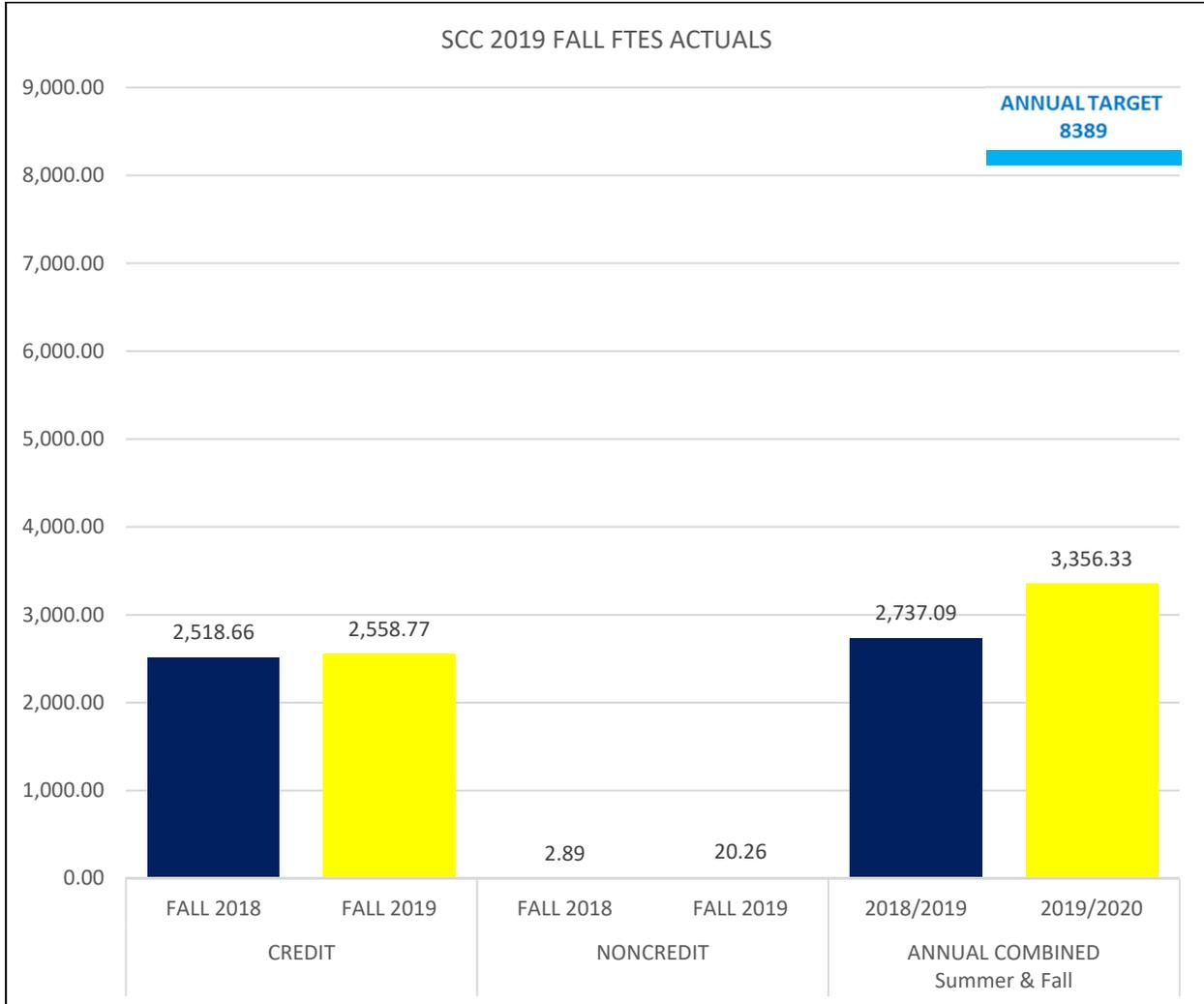
NOTES:

* This report represents a "moment in time" comparison between like terms.

**Accounts for summer shift of 942.34 FTES shifted from 2018/19 to 2017/18 which decreased summer 2018 FTES as well as the 2018/2019 Annual Combined Total.



SCC 2019/2020 ENROLLMENT REPORT
8/12/19



FTES TARGETS

TERMS	2019/2020	DIFF	PCT
Credit Fall Target	3015		
Credit Fall Projection	3015	0	0%
Noncredit Fall Target	420		
Noncredit Fall Projection	420	0	0%
Annual Target	8389		
Annual Projection	8389	0	0%

Notes:

*Accounts for summer shift of 450.66 FTES shifted from 2018/19 to 2017/18 which decreased summer 2018 FTES as well as the 2018/2019 Annual Combined Total.

SOURCE: Executive Dashboard Report

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Office of the President

Date: August 12, 2019
To: Marvin Martinez, Chancellor
From: Linda Rose, Ed.D., President, Santa Ana College
Subject: Responses to Board Requests

From Trustee Phil Yarbrough:

****3.12 Approval of Memorandum of Understanding with California State Fire Marshal's Office, State Fire Training***

The administration recommends approval of the MOU with the California State Fire Marshal's Office, State Fire Training located in Sacramento, California, as presented.

Response for Item 3.12:

The intent of the MOU with the California State Fire Marshal's Office, State Fire Training Division is to obtain permission to spend an amount not to exceed \$25,000 for student certifications in one fiscal year. The Santa Ana College Fire Technology Program awards *certificates of completion* for some classes. Students enrolled in the Fire Technology Program pay a material fee to cover the cost of the certificate. Using the collected materials fees Santa Ana College then purchases these certificates from the California State Fire Marshal's Office, Training Division. The fiscal impact to the college is zero.

****3.13 Approval of Amendment Number 4 to Agreement for Contract Services with City of Irvine***

The administration recommends approval of amendment number 4 to agreement for contract services with the City of Irvine located in Irvine, California, as presented.

Response for Item 3.13:

The City of Irvine currently has a contract with Santa Ana College. This contract authorizes the College to provide the City of Irvine's Police Department with *Wellness Training*. This contract provides the guidelines for the City of Irvine to pay the tuition for enrolled students and Santa Ana College collects FTES in the form of apportionment. The City of Irvine is requesting an extension of the existing contract for the fourth and final year. The fiscal impact to the college is zero.

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

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

Date: August 12, 2019
To: Marvin Martinez, Chancellor
From: Peter J. Hardash
Subject: Response to Board of Trustees Question

From Trustee Phillip Yarbrough

4.6 Quarterly Investment Report as of June 30, 2019 Information The quarterly investment report as of June 30, 2019, is presented as information. - I will ask if the short and long term philosophy of the OC Treasurer is consistent with the security of our funds on deposit.

- The County Treasurer's stated primary goal is to invest public funds in a manner which will provide maximum security of principal invested with the secondary emphasis on providing adequate liquidity to pool participants and lastly to achieve a market rate of return within the parameters of prudent risk management while conforming to all applicable statutes governing the investment of public funds. The investment practices and policies of the Treasurer are based on compliance with State law and prudent money management and this philosophy is consistent with the security of our funds. In addition, with the recent increase in interest rates, the County Treasurer asked districts to project cash flow needs over the next three years in order to determine what funds could be invested longer term to take advantage of higher interest rates and provide more competitive returns.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Office of the Vice Chancellor – Educational Services

Date: August 12, 2019
To: Marvin Martinez
From: Enrique Perez, J.D.
Subject: Response to Board Requests

From Trustee Phil Yarbrough

5.3 **What is the Key Talent Program?**

5.3 **Approval of Sub-Agreements between RSCCD and Allan Hancock, Butte- Glenn, Cabrillo, Cerritos, Chabot-Los Positas, Chaffey, Coast, Contra Costa, Desert, Foothill-DeAnza, Glendale, Grossmont-Cuyamaca, Lake Tahoe, Long Beach, Los Rios, Merced, MiraCosta, Mt. San Antonio, Ohlone, Palomar, Peralta, Rio Hondo, San Bernardino, San Diego, San Joaquin Delta, San Jose Evergreen, San Luis Obispo County, San Mateo County, Santa Barbara, Santa Clarita, Sequoias, Shasta-Tehama-Trinity Joint, Sierra, Sonoma County, South Orange County, Southwestern, State Center, Victor Valley, Yosemite, and Yuba Community College Districts to Award 2019-2020 Deputy Sector Navigator Grants to Host Colleges/Districts.**

The Key Talent Program is a CCCCCO grant focused on supporting research and industry engagement to improve the alignment of community college career education programs with workforce and industry needs. The program provides grant awards to host colleges for the Centers of Excellence (COEs) and the Deputy Sector Navigators (DSNs).

The COEs provide regional Labor Market Intelligence and perform gap analyses based on the number of CTE graduates produced to meet regional workforce needs. The DSNs are tasked with industry engagement, in order to cultivate strong relationships with business and industry to produce real-time information on regional workforce and occupational needs, and to serve as liaisons to connect business/industry to the colleges and vice versa.

RSCCD is the fiscal agent for the Key Talent Program, and is responsible for creating sub-agreements with the host colleges to distribute the grant awards supporting the COEs and DSNs, and for coordinating with the CCCCCO to provide technical assistance to grantees related to invoicing, reporting, and program modification.

As fiscal agent for this program, we earn \$634,615 of indirect.

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

2323 N. Broadway
Santa Ana, CA 92706
(714) 480-7489 – Office

Date: August 12, 2019
To: Chancellor M. Martinez
From: Tracie Green
Subject: Responses to Board Requests

From President Phil Yarbrough

QUESTIONS

5.18: I will ask if BP 3900 can be used to silence conservative speech as has been happening at other college campuses.

Answer: The Districts BP 3900 as presented here is designed to be viewpoint-neutral, so that it will not favor either side in a debate, including conservative vs. liberal.

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

To: Board of Trustees	Date: September 9, 2019
Re: Approval of Standard Inter-Agency Instructional Services Agreement Renewal with California Narcotic Officers Association	
Action: Request for Approval	

BACKGROUND

For over nineteen (19) years, the Rancho Santiago Community College District has had a contractual relationship with the California Narcotic Officers Association to provide a range of law enforcement classes including introduction to search warrants, terror attacks, human trafficking, surviving ambush, social media, gang and drug investigation. The California Narcotic Officers Association trains throughout the State of California and ninety-five percent (95%) of their courses are Peace Officer's Standard Training certified. The California Narcotic Officers Association conducts hundreds of classes annually for law enforcement officers at the city, county, state and federal levels.

ANALYSIS

This standard inter-agency instructional services agreement renewal with California Narcotic Officers Association ("Agreement Renewal") shall be effective for five (5) years or until termination by written notice of either party. The fee to be paid by the District is three dollars (\$3.00) per student contact hour, not to exceed three hundred seventy-five thousand dollars (\$375,000) per fiscal year. The District will collect apportionment for courses offered under this Agreement Renewal.

RECOMMENDATION

It is recommended that the Board of Trustees approve this standard inter-agency instructional services agreement renewal with California Narcotic Officers Association, located in Valencia, California, as presented.

Fiscal Impact:	Not to exceed \$375,000	Board Date: September 9, 2019
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Larisa Sergeyeva, Ed.D., Dean, Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

STANDARD INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the Rancho Santiago Community College District with its principle place of business located at 2323 North Broadway, Santa Ana, California 92706 (District) on behalf of the Santa Ana College Criminal Justice Academies and California Narcotic Officers Association (Agency) with its principle place of business located at 28245 Ave Crocker, Suite 230, Valencia, California 91355.

RECITALS

WHEREAS, under Government Code Section 53060 and Education Code Section 78021, the Rancho Santiago Community College District desires to contract with Agency as an independent contractor to the District; and

WHEREAS, Agency has the personnel, expertise and equipment to provide the special services required herein, and

WHEREAS, the public's interest, convenience and general welfare will be served by this contract;

NOW THEREFORE, in consideration of the following covenants, conditions and agreements, the parties hereto agree as follows:

- 1) TERM AND TERMINATION. This agreement shall be binding and deemed effective on the date which this Agreement first becomes fully executed by both Parties hereto and shall remain in effect for five (5) years unless sooner terminated by either party in accordance with this section.
 - a) Either party may terminate this Agreement without cause by giving thirty (30) days prior written notice to the other party of its intention to terminate. In the event a rotation is in progress, any written notice to terminate with or without cause shall become effective at the expiration of the rotation.
 - b) In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party. If the breach is not cured, the Agreement shall terminate at the end of the thirty day period.
 - c) Notwithstanding the foregoing, in the event the Program is discontinued by College during its Term, this Agreement shall immediately terminate without further action by the parties hereto.
- 2) AGENCY'S RESPONSIBILITIES:
 - a) Services. Agency is authorized to teach the following courses:
 - Advanced training courses in the field of narcotics, including, but not limited to:

- CJA 009C - Narcotic Related Instruction
 - Other related courses approved by the Associate Dean, Criminal Justice Academies and specific to Criminal Justice and all other approved Criminal Justice related courses offered at Santa Ana College.
- b) Instructor Qualifications: All student contact hours submitted by the Agency to the District shall have been taught under the line of sight supervision of instructors who meet the District's minimum or equivalent qualifications for hiring as part-time Fire Technology Instructors. This expertise is furnished at the expense of the Agency. The services include the use of their specialized equipment, facilities, all handouts, and instructors with specific expertise.
- c) Enrollment of Students: The District will supply current student enrollment forms to the Agency who will return properly completed enrollment forms to the District prior to beginning instruction.
- d) Student Attendance Records. Agency will maintain records of student attendance and achievement. Records will be open for review at all times by officials of the District and submitted on a schedule developed by the District.
- e) Applicable Law. Agency agrees to comply with all federal, state, and local laws, rules regulations, and ordinances that are now or may in the future become applicable to Agency, Agency's business, equipment, and personnel engaged in operations covered by this agreement or occurring out of the performance of such operations.

3) DISTRICT'S RESPONSIBILITIES

- a) Educational Program. The educational program provided under this agreement is the sole responsibility of the District. When a course is offered for credit, participants in the course will earn academic credit in accordance with District policy regarding eligibility, attendance, course work, examinations, and related policies and procedures. Accordingly, District retains responsibility for the Program and/or courses offered pursuant to this Agreement.
- b) Supervise and Control Instruction. The instruction claimed for apportionment under this contract shall be under the immediate supervision and control of a District employee (Title 5, Section 58058) who has met the minimum qualifications for instruction in a vocational subject in a California community college.
- c) Instructor Who Is Not a District Employee - District's Responsibilities. Where Agency's instructor is not a paid employee of the District, the District shall have a written agreement with each such instructor who is conducting instruction for which Full time Equivalency Students (FTES) are reported. The agreement shall state that the District has the primary right to control and direct the instructional activities of Agency's instructor.

- d) Qualifications of Instructors. District shall list the minimum qualifications for instructors teaching these courses. Such qualifications shall be consistent with requirements specified by the District.
 - e) District's Control of and Direction for Instructors. District shall provide instructors with an orientation, instructors manual, course outlines, curriculum materials, testing and grading procedures, and any of the other necessary materials and services that it would provide to its hourly instructors on campus.
 - f) Courses of Instruction. It is the District's responsibility to ensure that the course outline of records are approved by the District's curriculum committee pursuant to Title 5 course standards, and that the courses have been approved by the District's board of trustees.
 - g) Different Section of Courses. District shall have procedures to ensure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. Such procedures apply to the faculty and courses that are the subject of this contract, and the students shall be held to a comparable level of rigor.
 - h) Enrollment. District will advise Agency of the enrollment period, student enrollment fees, the number of class hours sufficient to meet the stated performance objectives, policy regarding the supervision and evaluation of students, and the procedure applicable to the withdrawal of students prior to completion of a course or program.
 - i) Approval of Degree and Certificate Programs. District is responsible to ensure that degree and certificate programs have been approved by the State Chancellor's Office and courses that make up the programs must be part of the approved programs, or District must have received delegate authority to separately approve those courses locally.
 - j) Classes Held Outside of District. If the classes are to be located outside the boundaries of the District, the District must comply with the requirements of title 5, Sections 55230-55232, concerning approval by adjoining high school or community college districts and use of non-District facilities.
 - k) Funding Source. District shall certify that it does not receive full compensation for the direct education costs of the course from any public or private agency, individual, or group.
 - l) Certification. District is responsible for obtaining certification verifying that the instruction activity to be conducted will not be fully funded by other sources. (Title 5, Section 58051.5)
- 4) FEES
- a) Agency Fee and Expenses. The fee to be paid by District for the services and materials to be supplied hereunder is: Three dollars (\$3.00) per student contact hour,

not to exceed 125,000 student contract hours or three hundred seventy five thousand dollars (\$375,000) per fiscal year. Annual limits shall not be exceeded without the expressed written permission from either the Dean of Human Services & Technology Division or by the Associate Dean, Criminal Justice Academies.

- i) Invoices. The Agency shall invoice the District at the conclusion of each course, supplying mutually acceptable documentation of student contact hours for each course.
- ii) Tuition. It is mutually agreed that Agency can choose to deduct tuition fees from the total dollar amount per student contact hour paid to Agency by District.

5) TERMS AND CONDITIONS

- a) Facilities. Agency and District agree that the course shall be held at facilities that are clearly identified as being open to the general public. (Title 5, Section 58051.5)
- b) Open Enrollment. District and Agency agree that enrollment in the course must be open to any person who has been admitted to the college and has met any applicable prerequisites. (Title 5, Sections 51006 and 59106) The District's policy on open enrollment is published in the college catalogue and schedule of classes (Title 5, Section 51006), along with a description of the course and information about whether the course is offered for credit and is transferable. (Title 5, Section 55005)
- c) Support Services for Students. Both Agency and District shall ensure that ancillary and support services are provided for the students (e.g. Counseling and Guidance, and Placement Assistance).
- d) Indemnification. The District shall defend, indemnify and hold Agency harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, agents, employees, Students, or District Instructors (if applicable).

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

- e) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic or facsimile signature shall be deemed an original.

- f) Independent Contractors. It is understood that this is an Agreement by and between independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture of association, or any other relationship whatsoever other than that of independent contractor. Except as District may specify in writing.
- g) Assignment. This Agreement shall not be assigned by Agency either in whole or in part. Any such purported assignment voids this Agreement.
- h) Force Majeure. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes or other natural disasters.
- i) Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If to District:

Rancho Santiago Community College District
ATTN: Vice Chancellor, Business Operations/Fiscal Services
2323 North Broadway
Santa Ana, California 92706

If submitting an invoice, insert: "Attn: Accounts Payable"

If to Agency;

California Narcotic Officers Association (CNOA)
Attn: Joe Stewart
28245 Ave Crocker, Suite 230
Valencia, California 91355

- j) Time Is of the Essence. Time is of the essence for each of the provisions of this Agreement, and all the provisions of this Agreement, shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- k) Modifications. No modifications or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein shall be binding on any of the parties hereto.
- l) Insurance. Each Party to this Agreement shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, property damage and including a contractual liability endorsement with a limit of liability at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; California Workers' Compensation

Insurance on their employees performing any services under this Agreement; and, such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance. Certificates of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement may be requested by either party.

- m) Equal Employment Opportunity Clause. The parties to this contract agree to promote equal employment opportunities through its policies and regulations. This means that both parties will not discriminate, nor tolerate discrimination, against any applicant or employee because of race, color, religion, gender, sexual orientations, national origin, age, disabled, or veteran status. Additionally, the parties will provide an environment that is free from sexual harassment, as well as harassment and intimidation on account of an individual's race, color, religion, gender, sexual orientation, national origin, age, disability, or veteran status.
- n) Severability. Should any part of this Agreement be declared through a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or to carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexercised portion, can be interpreted reasonably to give effect to the intentions of the parties.

Execution. By their signatures below, each of the following represents that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

AGENCY

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

By: _____

By: _____

Name: _____

Name: Peter J. Hardash

Title: _____

Title: Vice Chancellor
Business Operations/Fiscal Services

Date: _____

Date: _____

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

To:	Board of Trustees	Date: September 9, 2019
Re:	Approval of Educational Affiliation Agreement Renewal with Anaheim Union High School District	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

Formal educational affiliation agreements between the district and fieldwork experience sites are necessary. To that end, this educational affiliation agreement renewal with Anaheim Union High School District (“Agreement Renewal”) was developed for this purpose. This Agreement Renewal shall be effective for five (5) years or until termination by written notice of either party and carries no costs or other financial arrangements.

RECOMMENDATION

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

Fiscal Impact:	None	Board Date: September 9, 2019
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Larisa Sergeyeva, Ed.D., Dean, Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Marvin Martinez., Chancellor, RSCCD	

EDUCATIONAL AFFILIATION AGREEMENT

This Agreement is made and entered into between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 North Broadway, Santa Ana, California on behalf of the Santa Ana College Speech-Language Pathology Assistant Program (“College”) and Anaheim Union High School District (“Clinical Facility”), located at 501 N. Crescent Way, Anaheim, California.

PART I. BASIS AND PURPOSE OF AGREEMENT

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

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

WHEREAS, the District provides programs in Speech-Language Pathology Assistant Program education, which require clinical experience for Students, hereafter called “Students”, enrolled in these programs;

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

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

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

A. For the Program in General

1. The District will assume full responsibility for offering Speech-Language Pathology Assistant Program education programs eligible for approval by the Speech-Language Pathology & Audiology Board.

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

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

A. For the Program in General

1. The Agency will maintain the standards, which make it eligible for approval as a clinical area for instruction in accredited Speech-Language Pathology Assistant Programs.
2. The Agency will provide staff members who hold a current state license or credential to practice speech-language pathology to supervise Speech-Language Pathology Assistant Students. In addition, supervising SLPs need to have a minimum of 2 years of full-time experience as practicing speech language pathologists.
3. The administration of the service and client care at the Agency shall be the responsibility of and under the control and supervision of the Agency and shall be administered through the Agency and Agency staff.
4. The Agency will provide service facilities for learning experiences therein for Students enrolled in the Speech-Language Pathology Assistant Program of District who are designated by District for such experience at the Agency (the clinical experience for any one Student shall cover such period of time as may be specified by District.)
5. The Agency will permit clinical experience in Speech-Language Pathology Assistant training by such Students, either individually and/or in groups. All services of the Agency herein contracted for, such services and the number of Students receiving experience therein shall be by mutual agreement between parties and in accordance with the standards set forth by the American Speech-Language-Hearing Association.
6. The Agency will provide service areas in such a manner that there will be no conflict of learning opportunities among groups of Students, and permit the district instructors and Students access to service facilities, according to prearranged scheduling.
7. The Agency will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
8. The Agency will provide orientation for Students and faculty to familiarize them with the facility and facility policies before assigning them to duties at the Agency.
9. The Agency will permit the faculty and Students of the District to use its facilities for clinical education according to approved curricula.

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

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

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

B. Confidentiality of Patient Records

The Agency is a covered entity for purposes of the Health Insurance Portability and Accountability Act ("HIPAA") and subject to 45 C.F.R. Parts 160 and 164 (the HIPAA Privacy Regulation"). Agency shall direct Students, and Instructors providing supervision at the Agency as part of the Program, to comply with the policies and procedures of the Agency, including those governing the use and disclosure of individually identifiable health information under federal law, specifically the HIPAA Privacy Regulation. Solely for the purposes of defining the Students' and Instructors' role in relation to the use and disclosure of Agency's protected health information, the Students and Instructors are defined as members of the Agency's workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this Agreement. However, the Students and Instructors are not and shall not be considered to be employees of the Agency. The District and/or College will never access or request to access any Protected Health Information held or collected by or on behalf of the

Agency by a Student or Instructor who is acting as part of the Facilities workforce. No services are being provided to the Agency by the District pursuant to this Agreement and, therefore, this Agreement does not create a “business associate” relationship as that term is defined in 45 C.F.R. § 160.103.

C. Indemnification

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

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

D. Insurance:

Without limiting the indemnification obligations stated above, each party to the Agreement shall provide and maintain at its own expense a program of insurance covering its activities and operation hereunder. Certificates of insurance or self-insurance evidencing the required coverage shall be provided to the other party upon request and shall include a minimum thirty (30) day cancellation clause.

Insurance Carried by the District. District shall maintain General liability coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate covering personal injury, property damage, and general liability claims and said policy shall remain in full force and effect during the term hereof.

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

District shall provide Workers’ Compensation coverage for its employees as well Students participating in the program.

Insurance Carried By Agency. Agency shall secure and maintain comprehensive General liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof.

PART V. STATUS OF SPEECH-LANGUAGE PATHOLOGY ASSISTANT STUDENTS

- A. Speech-Language Pathology Assistant Program Students shall have the status of learners and shall not be considered to be Agency employees nor shall they replace Agency staff. Any service rendered by the Student during the experience is to be considered in addition to planned client care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for client care in areas where Students are obtaining clinical experience.
- B. Speech-Language Pathology Assistant Program Students are subject to the authority, policies, and regulations of the District. They are also subject, during clinical assignment, to applicable agency regulations and must conform to the same standards as Agency employees in matters relating to the welfare of patients and general Agency operations. The Students are also responsible for recognizing the confidential nature of information related to clients and their records, and performance during emergency conditions. The Agency will provide copies of the rules, regulations and policies to the Speech-Language Pathology Assistant Program Students.
- C. Speech-Language Pathology Assistant Program Students shall be responsible for proper coverage in regard to malpractice insurance, or any other liability insurance that might be required by either the District or the Agency.
- D. The District will be responsible for assuring the Speech-Language Pathology Assistant Students assigned to the Agency for clinical instruction comply with Agency's pre-service screening requirements, e.g. Department of Justice clearance, mandated reporter training, TB testing, etc., if any.
- E. The District will be responsible for assuring the Speech-Language Pathology Assistant Students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

PART VI. **OTHER TERMS AND CONDITIONS**

- A. **Term.** This agreement shall be binding and deemed effective on the date which this Agreement first becomes fully executed by all Parties hereto and shall remain in effect for five (5) years thereafter unless sooner terminated by either party in accordance with this section.
1. This agreement may be terminated by either Party, acting with or without cause, upon giving at least ninety (90) days prior written notice to the other Party except that any Student already assigned to and accepted by the Agency shall be allowed to complete any in-progress clinical practicum assignment at the Agency.
 2. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party. If the breach is not cured, the Agreement shall terminate at the end of the thirty day period.
 3. This Agreement shall immediately terminate if the District or the Agency's licenses, accreditations or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against the District or the Agency by any accreditation or regulatory agency.
- B. **Modifications.** No modifications or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms of this Agreement unless made in writing between the parties hereto, shall be binding on any of the parties hereto.
- C. **Equal Opportunity Employment.** The parties to this contract agree to promote equal employment opportunities through its policies and regulations. This means that both parties will not discriminate, nor tolerate discrimination, against any applicant or employee because of race, color, religion, gender, sexual orientations, national origin, age, disabled, or veteran status. Additionally, the parties will provide an environment that is free from sexual harassment, as well as harassment and intimidation on account of an individual's race, color, religion, gender, sexual orientation, national origin, age, disability, or veteran status.
- D. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic or facsimile signature shall be deemed an original.
- E. **Notices.** Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal deliver, or by U.S. mail. Mailed notices shall be addressed to the persons at the address set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of five (5) days after mailing.

If to District:
Rancho Santiago Community College District
Attn: Vice Chancellor, Business Operations/Fiscal
Services 2323 North Broadway
Santa Ana, California 92706

With a copy to:
Santa Ana College
Attn: Speech/Language Pathology
Assistant Program 1530 W. 17th Street
Santa Ana, CA 92706

If to Agency:

Anaheim Union High School District
Attn: Celeste Krueger
501 N. Crescent Way
Anaheim, California 92801

F. Entire Agreement. This Agreement and all attachments hereto, constitute the entire agreement of the parties. There are no representations, covenants or warranties other than those expressly stated herein. No waivers or modification of any of the terms hereof shall be valid unless in writing and signed by both parties.

EXECUTION. By their signatures below, each of the following represents that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

Agency:	Anaheim Union High School District	District:	Rancho Santiago Community College District
Signature:		Signature:	
Name:	Brad Jackson	Name:	Peter J. Hardash
Title:	Assistant Superintendent	Title:	Vice Chancellor
	Human Resources		Business Operations/Fiscal Services
Date:	7/11/19	Date:	

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

To: Board of Trustees	Date: September 9, 2019
Re: Approval of Educational Affiliation Agreement Renewal with La Habra City School District	
Action: Request for Approval	

BACKGROUND

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

ANALYSIS

Formal educational affiliation agreements between the district and fieldwork experience sites are necessary. To that end, this educational affiliation agreement renewal with La Habra City School District (“Agreement Renewal”) was developed for this purpose. This Agreement Renewal shall be effective for five (5) years or until termination by written notice of either party and carries no costs or other financial arrangements.

RECOMMENDATION

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

Fiscal Impact: None	Board Date: September 9, 2019
Prepared by: Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Larisa Sergeyeva, Ed.D., Dean, Human Services & Technology	
Submitted by: Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by: Marvin Martinez, Chancellor, RSCCD	

EDUCATIONAL AFFILIATION AGREEMENT

This Agreement is made and entered into between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 North Broadway, Santa Ana, California on behalf of the Santa Ana College Speech-Language Pathology Assistant Program (“College”) and La Habra City School District (“Clinical Facility”), located at 500 North Walnut, La Habra, California.

PART I. BASIS AND PURPOSE OF AGREEMENT

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

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

A. For the Program in General

1. The District will assume full responsibility for offering Speech-Language Pathology Assistant Program education programs eligible for approval by the Speech-Language Pathology & Audiology Board.

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

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

A. For the Program in General

1. The Agency will maintain the standards, which make it eligible for approval as a clinical area for instruction in accredited Speech-Language Pathology Assistant Programs.
2. The Agency will provide staff members who hold a current state license or credential to practice speech-language pathology to supervise Speech-Language Pathology Assistant Students. In addition, supervising SLPs need to have a minimum of 2 years of full-time experience as practicing speech language pathologists.
3. The administration of the service and client care at the Agency shall be the responsibility of and under the control and supervision of the Agency and shall be administered through the Agency and Agency staff.
4. The Agency will provide service facilities for learning experiences therein for Students enrolled in the Speech-Language Pathology Assistant Program of District who are designated by District for such experience at the Agency (the clinical experience for any one Student shall cover such period of time as may be specified by District.)
5. The Agency will permit clinical experience in Speech-Language Pathology Assistant training by such Students, either individually and/or in groups. All services of the Agency herein contracted for, such services and the number of Students receiving experience therein shall be by mutual agreement between parties and in accordance with the standards set forth by the American Speech-Language-Hearing Association.
6. The Agency will provide service areas in such a manner that there will be no conflict of learning opportunities among groups of Students, and permit the district instructors and Students access to service facilities, according to prearranged scheduling.
7. The Agency will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
8. The Agency will provide orientation for Students and faculty to familiarize them with the facility and facility policies before assigning them to duties at the Agency.
9. The Agency will permit the faculty and Students of the District to use its facilities for clinical education according to approved curricula.

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

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

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

B. Confidentiality of Patient Records

The Agency is a covered entity for purposes of the Health Insurance Portability and Accountability Act ("HIPAA") and subject to 45 C.F.R. Parts 160 and 164 (the HIPAA Privacy Regulation"). Agency shall direct Students, and Instructors providing supervision at the Agency as part of the Program, to comply with the policies and procedures of the Agency, including those governing the use and disclosure of individually identifiable health information under federal law, specifically the HIPAA Privacy Regulation. Solely for the purposes of defining the Students' and Instructors' role in relation to the use and disclosure of Agency's protected health information, the Students and Instructors are defined as members of the Agency's workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this Agreement. However, the Students and Instructors are not and shall not be considered to be employees of the Agency. The District and/or College will never access or request to access any Protected Health Information held or collected by or on behalf of the

Agency by a Student or Instructor who is acting as part of the Facilities workforce. No services are being provided to the Agency by the District pursuant to this Agreement and, therefore, this Agreement does not create a “business associate” relationship as that term is defined in 45 C.F.R. § 160.103.

C. Indemnification

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

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

D. Insurance:

Without limiting the indemnification obligations stated above, each party to the Agreement shall provide and maintain at its own expense a program of insurance covering its activities and operation hereunder. Certificates of insurance or self-insurance evidencing the required coverage shall be provided to the other party upon request and shall include a minimum thirty (30) day cancellation clause.

Insurance Carried by the District. District shall maintain General liability coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate covering personal injury, property damage, and general liability claims and said policy shall remain in full force and effect during the term hereof.

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

District shall provide Workers’ Compensation coverage for its employees as well Students participating in the program.

Insurance Carried By Agency. Agency shall secure and maintain comprehensive General liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof.

PART V. STATUS OF SPEECH-LANGUAGE PATHOLOGY ASSISTANT STUDENTS

- A. Speech-Language Pathology Assistant Program Students shall have the status of learners and shall not be considered to be Agency employees nor shall they replace Agency staff. Any service rendered by the Student during the experience is to be considered in addition to planned client care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for client care in areas where Students are obtaining clinical experience.
- B. Speech-Language Pathology Assistant Program Students are subject to the authority, policies, and regulations of the District. They are also subject, during clinical assignment, to applicable agency regulations and must conform to the same standards as Agency employees in matters relating to the welfare of patients and general Agency operations. The Students are also responsible for recognizing the confidential nature of information related to clients and their records, and performance during emergency conditions. The Agency will provide copies of the rules, regulations and policies to the Speech-Language Pathology Assistant Program Students.
- C. Speech-Language Pathology Assistant Program Students shall be responsible for proper coverage in regard to malpractice insurance, or any other liability insurance that might be required by either the District or the Agency.
- D. The District will be responsible for assuring the Speech-Language Pathology Assistant Students assigned to the Agency for clinical instruction comply with Agency's pre-service screening requirements, e.g. Department of Justice clearance, mandated reporter training, TB testing, etc., if any.
- E. The District will be responsible for assuring the Speech-Language Pathology Assistant Students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

PART VI. OTHER TERMS AND CONDITIONS

- A. Term. This agreement shall be binding and deemed effective on the date which this Agreement first becomes fully executed by all Parties hereto and shall remain in effect for five (5) years thereafter unless sooner terminated by either party in accordance with this section.
1. This agreement may be terminated by either Party, acting with or without cause, upon giving at least ninety (90) days prior written notice to the other Party except that any Student already assigned to and accepted by the Agency shall be allowed to complete any in-progress clinical practicum assignment at the Agency.
 2. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party. If the breach is not cured, the Agreement shall terminate at the end of the thirty day period.
 3. This Agreement shall immediately terminate if the District or the Agency's licenses, accreditations or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against the District or the Agency by any accreditation or regulatory agency.
- B. Modifications. No modifications or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms of this Agreement unless made in writing between the parties hereto, shall be binding on any of the parties hereto.
- C. Equal Opportunity Employment. The parties to this contract agree to promote equal employment opportunities through its policies and regulations. This means that both parties will not discriminate, nor tolerate discrimination, against any applicant or employee because of race, color, religion, gender, sexual orientations, national origin, age, disabled, or veteran status. Additionally, the parties will provide an environment that is free from sexual harassment, as well as harassment and intimidation on account of an individual's race, color, religion, gender, sexual orientation, national origin, age, disability, or veteran status.
- D. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic or facsimile signature shall be deemed an original.
- E. Notices. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal deliver, or by U.S. mail. Mailed notices shall be addressed to the persons at the address set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of five (5) days after mailing.

If to District:
Rancho Santiago Community College District
Attn: Vice Chancellor, Business Operations/Fiscal
Services 2323 North Broadway
Santa Ana, California 92706

With a copy to:
Santa Ana College
Attn: Speech/Language Pathology
Assistant Program 1530 W. 17th Street
Santa Ana, CA 92706

If to Agency:

La Habra City School District
Attn: Carol Holman
500 North Walnut
La Habra, California 90631

F. Entire Agreement. This Agreement and all attachments hereto, constitute the entire agreement of the parties. There are no representations, covenants or warranties other than those expressly stated herein. No waivers or modification of any of the terms hereof shall be valid unless in writing and signed by both parties.

EXECUTION. By their signatures below, each of the following represents that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

Agency:	La Habra City School District	District:	Rancho Santiago Community College District
Signature:	_____	Signature:	_____
Name:	_____	Name:	<u>Peter J. Hardash</u>
Title:	_____	Title:	<u>Vice Chancellor</u>
	_____		<u>Business Operations/Fiscal Services</u>
Date:	_____	Date:	_____

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

To:	Board of Trustees	Date: September 9, 2019
Re:	Approval of Educational Affiliation Agreement Renewal with Dynamic Therapy Solutions, LLC	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

Formal educational affiliation agreements between the district and fieldwork experience sites are necessary. To that end, this educational affiliation agreement renewal with Dynamic Therapy Solutions, LLC (“Agreement Renewal”) was developed for this purpose. This Agreement Renewal shall be effective for five (5) years or until termination by written notice of either party and carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this educational affiliation agreement renewal with Dynamic Therapy Solutions, LLC, located in Palmdale, California, as presented.

Fiscal Impact:	None	Board Date: September 9, 2019
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Larisa Sergeyeva, Ed.D., Dean, Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

EDUCATIONAL AFFILIATION AGREEMENT

This Agreement is made and entered into between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 North Broadway, Santa Ana, California on behalf of the Santa Ana College Speech-Language Pathology Assistant Program (“College”) and Dynamic Therapy Solutions, LLC (“Clinical Facility”), located at 190 Sierra Court, Palmdale, California.

PART I.

BASIS AND PURPOSE OF AGREEMENT

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

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

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

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

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

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

PART II.

GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

A. For the Program in General

1. The District will assume full responsibility for offering Speech-Language Pathology Assistant Program education programs eligible for approval by the Speech-Language Pathology & Audiology Board.

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

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

A. For the Program in General

1. The Agency will maintain the standards, which make it eligible for approval as a clinical area for instruction in accredited Speech-Language Pathology Assistant Programs.
2. The Agency will provide staff members who hold a current state license or credential to practice speech-language pathology to supervise Speech-Language Pathology Assistant Students. In addition, supervising SLPs need to have a minimum of 2 years of full-time experience as practicing speech language pathologists.
3. The administration of the service and client care at the Agency shall be the responsibility of and under the control and supervision of the Agency and shall be administered through the Agency and Agency staff.
4. The Agency will provide service facilities for learning experiences therein for Students enrolled in the Speech-Language Pathology Assistant Program of District who are designated by District for such experience at the Agency (the clinical experience for any one Student shall cover such period of time as may be specified by District.)
5. The Agency will permit clinical experience in Speech-Language Pathology Assistant training by such Students, either individually and/or in groups. All services of the Agency herein contracted for, such services and the number of Students receiving experience therein shall be by mutual agreement between parties and in accordance with the standards set forth by the American Speech-Language-Hearing Association.
6. The Agency will provide service areas in such a manner that there will be no conflict of learning opportunities among groups of Students, and permit the district instructors and Students access to service facilities, according to prearranged scheduling.
7. The Agency will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
8. The Agency will provide orientation for Students and faculty to familiarize them with the facility and facility policies before assigning them to duties at the Agency.
9. The Agency will permit the faculty and Students of the District to use its facilities for clinical education according to approved curricula.

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

PART IV. **JOINT RESPONSIBILITIES AND PRIVILEGES**

A. For publications

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

B. Confidentiality of Patient Records

The Agency is a covered entity for purposes of the Health Insurance Portability and Accountability Act ("HIPAA") and subject to 45 C.F.R. Parts 160 and 164 (the HIPAA Privacy Regulation"). Agency shall direct Students, and Instructors providing supervision at the Agency as part of the Program, to comply with the policies and procedures of the Agency, including those governing the use and disclosure of individually identifiable health information under federal law, specifically the HIPAA Privacy Regulation. Solely for the purposes of defining the Students' and Instructors' role in relation to the use and disclosure of Agency's protected health information, the Students and Instructors are defined as members of the Agency's workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this Agreement. However, the Students and Instructors are not and shall not be considered to be employees of the Agency. The District and/or College will never access or request to access any Protected Health Information held or collected by or on behalf of the

Agency by a Student or Instructor who is acting as part of the Facilities workforce. No services are being provided to the Agency by the District pursuant to this Agreement and, therefore, this Agreement does not create a “business associate” relationship as that term is defined in 45 C.F.R. § 160.103.

C. Indemnification

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

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

D. Insurance:

Without limiting the indemnification obligations stated above, each party to the Agreement shall provide and maintain at its own expense a program of insurance covering its activities and operation hereunder. Certificates of insurance or self-insurance evidencing the required coverage shall be provided to the other party upon request and shall include a minimum thirty (30) day cancellation clause.

Insurance Carried by the District. District shall maintain General liability coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate covering personal injury, property damage, and general liability claims and said policy shall remain in full force and effect during the term hereof.

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

District shall provide Workers’ Compensation coverage for its employees as well Students participating in the program.

Insurance Carried By Agency. Agency shall secure and maintain comprehensive General liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof.

PART V. STATUS OF SPEECH-LANGUAGE PATHOLOGY ASSISTANT STUDENTS

- A. Speech-Language Pathology Assistant Program Students shall have the status of learners and shall not be considered to be Agency employees nor shall they replace Agency staff. Any service rendered by the Student during the experience is to be considered in addition to planned client care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for client care in areas where Students are obtaining clinical experience.
- B. Speech-Language Pathology Assistant Program Students are subject to the authority, policies, and regulations of the District. They are also subject, during clinical assignment, to applicable agency regulations and must conform to the same standards as Agency employees in matters relating to the welfare of patients and general Agency operations. The Students are also responsible for recognizing the confidential nature of information related to clients and their records, and performance during emergency conditions. The Agency will provide copies of the rules, regulations and policies to the Speech-Language Pathology Assistant Program Students.
- C. Speech-Language Pathology Assistant Program Students shall be responsible for proper coverage in regard to malpractice insurance, or any other liability insurance that might be required by either the District or the Agency.
- D. The District will be responsible for assuring the Speech-Language Pathology Assistant Students assigned to the Agency for clinical instruction comply with Agency's pre-service screening requirements, e.g. Department of Justice clearance, mandated reporter training, TB testing, etc., if any.
- E. The District will be responsible for assuring the Speech-Language Pathology Assistant Students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

PART VI. **OTHER TERMS AND CONDITIONS**

- A. **Term.** This agreement shall be binding and deemed effective on the date which this Agreement first becomes fully executed by all Parties hereto and shall remain in effect for five (5) years thereafter unless sooner terminated by either party in accordance with this section.
1. This agreement may be terminated by either Party, acting with or without cause, upon giving at least ninety (90) days prior written notice to the other Party except that any Student already assigned to and accepted by the Agency shall be allowed to complete any in-progress clinical practicum assignment at the Agency.
 2. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party. If the breach is not cured, the Agreement shall terminate at the end of the thirty day period.
 3. This Agreement shall immediately terminate if the District or the Agency's licenses, accreditations or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against the District or the Agency by any accreditation or regulatory agency.
- B. **Modifications.** No modifications or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms of this Agreement unless made in writing between the parties hereto, shall be binding on any of the parties hereto.
- C. **Equal Opportunity Employment.** The parties to this contract agree to promote equal employment opportunities through its policies and regulations. This means that both parties will not discriminate, nor tolerate discrimination, against any applicant or employee because of race, color, religion, gender, sexual orientations, national origin, age, disabled, or veteran status. Additionally, the parties will provide an environment that is free from sexual harassment, as well as harassment and intimidation on account of an individual's race, color, religion, gender, sexual orientation, national origin, age, disability, or veteran status.
- D. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic or facsimile signature shall be deemed an original.
- E. **Notices.** Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal deliver, or by U.S. mail. Mailed notices shall be addressed to the persons at the address set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of five (5) days after mailing.

If to District:
Rancho Santiago Community College District
Attn: Vice Chancellor, Business Operations/Fiscal
Services 2323 North Broadway
Santa Ana, California 92706

With a copy to:
Santa Ana College
Attn: Speech/Language Pathology
Assistant Program 1530 W. 17th Street
Santa Ana, CA 92706

If to Agency:

Dynamic Therapy Solutions, LLC
Attn: Alisha Magilei-Noterman
190 Sierra Court, Suite C-10
Palmdale, California 93550

F. Entire Agreement. This Agreement and all attachments hereto, constitute the entire agreement of the parties. There are no representations, covenants or warranties other than those expressly stated herein. No waivers or modification of any of the terms hereof shall be valid unless in writing and signed by both parties.

EXECUTION. By their signatures below, each of the following represents that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

Agency: Dynamic Therapy Solutions, LLC	District: Rancho Santiago Community College District
Signature: _____	Signature: _____
Name: _____	Name: <u>Peter J. Hardash</u>
Title: _____	Title: <u>Vice Chancellor</u>
_____	<u>Business Operations/Fiscal Services</u>
Date: _____	Date: _____

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

To:	Board of Trustees	Date: September 9, 2019
Re:	Approval of the Rancho Santiago Community College District Educational Services Agreement with the City of Burbank	
Action:	Request for Approval	

BACKGROUND

Santa Ana College Fire Technology Wellness Program has provided a wellness program to the City of Burbank since 2011 and an updated educational services agreement is now requested. The intent of this agreement between Rancho Santiago Community College District, on behalf of Santa Ana College Fire Technology Wellness Program and the City of Burbank, is to continue to provide a wellness program to their firefighters.

ANALYSIS

This educational services agreement with the City of Burbank ("Services Agreement") is administered in compliance with the guidelines issued by the State of California Community College Chancellor's Office. This Services Agreement shall renew yearly for a total of up to three (3) years or until termination by written notice of either party. The Wellness instruction will take place in the City of Burbank. The City of Burbank will pay the tuition on behalf of their employees and Santa Ana College will collect FTES in the form of apportionment. As presented in Exhibit A, this Services Agreement will not carry a cost for Santa Ana College and will generate revenue not to exceed \$75,000 for each fiscal year.

RECOMMENDATION

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

Fiscal Impact:	Revenue not to exceed \$75,000	Board Date: September 9, 2019
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Larisa Sergeyeva, Ed.D., Dean, Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT EDUCATIONAL SERVICES AGREEMENT

This Agreement (“Agreement”) is entered into by and between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, CA, 92706, on behalf of the Santa Ana College Fire Technology Wellness Program and the City of Burbank (“Client”) with its principal place of business located at 301 E. Olive Avenue, Burbank CA, 91502.

WHEREAS, Client has a need for education, training and related services; and

WHEREAS, Client desires that services be provided at Client’s facilities; and

WHEREAS District has the ability and authority to provide such services;

NOW, THEREFORE, in consideration of the payments hereinafter set forth, District shall perform services for Client in accordance with the terms and conditions set forth herein and in Exhibits A attached hereto and by this reference made a part hereof. In consideration of the services rendered, Client shall make payment to District in the manner specified in Exhibit A.

1. **TERM AND TERMINATION.** This Agreement shall be binding and deemed effective on the date which this Agreement first becomes fully executed by all Parties hereto and pending each fiscal year budget approval (starting July 1, 2019 through June 30, 2020) this Agreement shall renew yearly for a contract total of up to three (3) years until June 30, 2022. Prior to each renewal year, written notification shall be sent out by the Client to renew this Agreement and District shall provide written acceptance to Client for next renewal period. After that date, unless sooner terminated by either party in accordance with this section, either party may terminate this Agreement without cause by giving thirty (30) days prior written notice to the other party of its intention to terminate.
2. **AMENDMENTS.** This Agreement may be amended only by written instrument signed by both District and Client (collectively “the parties”) which writing shall state expressly that it is intended by the parties to amend the terms and conditions of this Agreement.
3. **COMPLIANCE WITH CALIFORNIA EDUCATION CODE AND TITLE 5 OF THE CALIFORNIA CODE OF REGULATIONS.**
 - a. Educational services will be conducted in accordance with California Education Code and other applicable laws and regulation. The educational services, program and or courses (PROGRAM) provided under this agreement are further described in Exhibit A, including corresponding outlines of record with documentation showing each course under this PROGRAM has been approved by the District’s curriculum committee, is consistent with Title 5 course standards and has been approved by the district board of trustees.
 - b. Although operated on-site by the Client, the PROGRAM provided under this agreement is the sole responsibility of the District. When a course is offered for credit, participants in the course will earn academic credit in accordance with District policy regarding eligibility, attendance, course work, examinations, and related policies and procedures. Accordingly, District retains responsibility for the PROGRAM and/or courses offered pursuant to this Agreement.

- c. The enrollment period and enrollment fees for PROGRAM are described in Exhibit A.
 - d. District will determine whether the number of class hours related to PROGRAM are sufficient to meet the stated performance objectives, including where student(s) withdrawal prior to completion of a course or program.
 - e. Client and District will agree on procedures for completing and submitting enrollment paperwork and for notifying College registrar regarding student withdrawals prior to completion of PROGRAM. These procedures are more completely described in Exhibit A.
 - f. Activities under the PROGRAM will be under the immediate supervision and control of an academic employee of the district who is authorized to render service in that capacity and who has met the minimum qualifications for instruction in the discipline of the course in a California community college. The District has the primary right to control and direct the activities of the person providing the instruction. The District employee will provide immediate instructional supervision and control, in terms of physical proximity and range of communication; is in a position to provide supervision and control for the protection of the health and safety of students; will provide and be the final decision maker on student evaluations; and the authorized employee will not have any other assigned duty during the instructional activity for which attendance is being claimed.
 - g. Students may be required to meet course or program prerequisites.
4. **PAYMENTS.** The District will invoice Client per Attachment A.
5. **GOVERNING LAW AND EXTENT OF AGREEMENT.** This Agreement, including all exhibits attached hereto and incorporated herein by reference, shall be construed in and governed by the laws of the State of California and constitutes the sole agreement of the parties hereto and correctly states the rights, duties and obligations of each party. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are of no force or effect. In the event of a conflict between the terms and conditions set forth herein and those in the exhibits attached hereto, the terms and conditions set forth herein shall prevail.
6. **INDEPENDENT CONTRACTORS.** It is understood that this is an Agreement by and between independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture of association, or any other relationship whatsoever other than that of independent contractor. Except as the Client may specify in writing, District shall have no authority, expressed or implied, to act on behalf of the Client in any capacity whatsoever. District shall have no authority, expressed or implied, pursuant to this Agreement to bind the Client to any obligation whatsoever.
7. **FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY ACTS.** The parties to this contract agree to promote equal employment opportunities through its policies and regulations. This means that both parties will not discriminate, nor tolerate discrimination, against any applicant or employee because of race, color, religion, gender, sexual orientations, national origin, age, disabled, or veteran status. Additionally, the parties will provide an environment that is free from sexual harassment, as well as harassment and intimidation on account of an individual's race, color, religion, gender, sexual orientation, national origin, age, disability, or veteran status.

8. **LIABILITY AND INSURANCE.** Each party shall be responsible for all damages to persons or properties that occur as a result of their or their employees fault or negligence in connection with this Agreement.

District maintains insurance to provide the following:

- General liability coverage with limits of at least One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) aggregate.
- Workers' compensation and disability coverage as required by law;
- Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000);

The District shall provide Client with certificate(s) evidencing the foregoing coverage. District shall provide at least thirty (30) days prior written notice to Client of any substantial change to or cancellation of said coverage.

Client shall maintain a program of insurance or self-insurance to provide general liability coverage, with limits of at least One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the annual aggregate and workers' compensation insurance as required by California law. Client shall provide Certificates of Insurance at least thirty (30) days prior written notice to Client of any substantial change to or cancellation of said coverage. The Client requires it be names as additional insured, and that an additional insured endorsement be provided on all insurance policies.

9. **INDEMNIFICATION.** The District hereby agrees to defend, indemnify and hold harmless the Client, its directors, officers, agents and employees from and against claims, losses, liabilities, expenses (including reasonable attorneys' fees), judgments or settlements arising from injury to person or property, including death in connection with or arising out of the acts or omissions in services performed by the District, its Instructors, agents or employees under this agreement or any breach or default in performance of any of the District's obligations hereunder, excluding the active negligence or willful misconduct of the City (Client).

Client hereby agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees, agents, and officers from and against claims, losses, liabilities, expenses (including reasonable attorneys' fees), judgments or settlements arising from injury to person or property, including death arising out of the active negligence or willful misconduct of the Client, its parents, subsidiaries, directors, officers, agents and employees.

10. **FORCE MAJEURE.** Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes or other natural disasters.
11. **DISPUTE RESOLUTION.** Should any dispute arise out of this Agreement, the parties agree to meet in mediation and attempt to reach a resolution with the assistance of a mutually agreed upon mediator. The mediation process shall provide for the selection, within fifteen (15) days of either party notifying the other of the existence of a dispute, by both parties of mediator and shall be concluded within forty-five (45) days from the commencement of the mediation unless extended by stipulation of both parties.

If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of the mediated settlement. Each party agrees to bear an equal quota of the expenses of the mediator.

A party that refuses to participate in mediation or refuses to participate in the selection of a mediator cannot file a legal action. The non-refusing party shall be permitted to file a legal action immediately upon the other party's refusal to participate in mediation or the selection of a mediator.

Nothing in this section shall be constructed as a waiver by any party of its right to trial.

12. **SEVERABILITY.** Should any part of this Agreement be declared through a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or to carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexercised portion, can be interpreted reasonably to give effect to the intentions of the parties.
13. **WAIVERS.** No waiver of default by either party of any terms or conditions hereof to be performed, kept, or observed by either party shall be construed to be or act as a waiver of any subsequent default of any of the terms and conditions herein contained.
14. **NOTICES.** Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal deliver, or by U.S. mail. Mailed notices shall be addressed to the persons at the address set forth below. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of five (5) days after mailing.

If to District:

Rancho Santiago Community College District
Attn: Vice Chancellor, Business Operations/Fiscal Services
2323 North Broadway
Santa Ana, California 92706

With a copy to:

Santa Ana College
Attn: Terri Wann – Wellness Program
1530 W. 17th Street
Santa Ana, CA 92706

If to Client:

City of Burbank
Attn: Betsy McClinton
301 E. Olive Avenue
Burbank CA 91502

With a copy to:

City of Burbank
Attn: Stacey Adams
301 E. Olive Avenue
Burbank, CA 91502

- 15. **CAPTIONS.** Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.
- 16. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- 17. **EXECUTION.** By their signatures below, each of the following represents that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

Agency:	City of Burbank	District:	Rancho Santiago Community College District
Signature:	_____	Signature:	_____
Name:	Betsy McClinton	Name:	Peter J. Hardash
Title:	Management Services Director	Title:	Vice Chancellor
	_____		Business Operations/Fiscal Services
	_____		_____
Date:	_____	Date:	_____

Attest: Office of the City Clerk

Signature: _____

Name: Zizette Mullins, MMC

Title: City Clerk

Date: _____

Exhibit A

Scope of Work and Detailed Schedule of Payment.

Santa Ana College will provide a comprehensive Wellness Class for the Client. This class will include a fitness assessment, an individual fitness profile for each student, and a minimum of four lectures/workshops on health, exercise programming, and nutrition topics. All classes and assessments will be scheduled at a mutually acceptable time.

The Fitness Assessment includes a graded exercise test on a treadmill to determine aerobic fitness, various strength and flexibility tests to measure muscle fitness, and body composition evaluation to determine percent body fat. Resting and exercise 12 lead ECGs and blood pressure measurements, as well as pulmonary function testing measurements, are included in the individual fitness profile. This is a fitness assessment not a medical evaluation; the college does not provide medical review of the results. All participants are encouraged to take their individual profile results to their personal doctor for review by a medical professional.

The lectures/workshops are given throughout the duration of the Wellness Class, which runs for approximately a one-year period. The classes are repeated for up to four times for each shift depending on the individual department's training calendar. Students in the Wellness Class have access to registered dietitians, exercise physiologists, and injury prevention specialist while enrolled in the wellness class.

The fitness evaluation, student profiles, workshops, lectures and access to professionals in the field, assist the individual wellness student in assessing their overall physical fitness and wellbeing. Using the information from this class, the student will be able to develop an exercise program and make healthy lifestyle choices to enhance their overall health and fitness.

The client has the option to include blood testing with an independent blood lab. If blood work is completed the blood data will be included in the students fitness profile booklet. The specific blood tests ordered and the costs will be covered, independently from this contract, with the provider lab. The Client will be responsible for any costs associated with the blood draw. To be paid directly to the lab.

Fees and Expenses

The fee to be paid by Client to the District for the services and materials to be supplied hereunder is:

Wellness Class and Evaluation

Course Enrollment (per student):	\$92.00
<u>Material fee:</u>	<u>\$12.00</u>
Total Cost (per student):	\$104.00

Invoices. The District shall invoice the Client at the conclusion of each class, supplying mutually acceptable documentation of student contact hours for each class. Invoices shall be paid on a “net 30-day basis”.

Not to Exceed: \$75,000

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

To:	Board of Trustees	Date: September 9, 2019
Re:	Approval of the Addendum #2 to the Grand Canyon University and Santa Ana College Concurrent Enrollment Program (CEP) Agreement	
Action:	Request for Approval	

BACKGROUND

This is Addendum #2 to the Grand Canyon University and Santa Ana College Concurrent Enrollment Program (CEP) Agreement (Addendum #2) will add MSN Bridge "course walks" for Nursing students. The course walks summarize the sequence of courses the students will complete. Grand Canyon University is a provider of graduate education for students pursuing careers in nursing education. This Addendum #2 allows Santa Ana College Nursing students with a baccalaureate degree to pursue an Associate Degree in Nursing at Santa Ana College and be enrolled in the Master's Degree in Nursing program at Grand Canyon University. The original CEP agreement allowed students without a baccalaureate degree to pursue an Associate Degree in Nursing at Santa Ana College and be enrolled in the Grand Canyon University Bachelor's Degree in Nursing program.

ANALYSIS

This Addendum #2 serves to add the listed MSN Bridge "course walks" to the Nursing Concurrent Enrollment Program as outlined in the original agreement. MSN Bridge NCEP students are eligible for a tuition rate of \$250 per credit hour for the concurrent credits hours indicated in the "course walks".

RECOMMENDATION

It is recommended that the Board of Trustees approve this Addendum #2 to the Grand Canyon University and Santa Ana College Concurrent Enrollment Program (CEP) Agreement with Grand Canyon University, based in Phoenix, Arizona, as presented.

Fiscal Impact:	None	Board Date: September 9, 2019
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Rebecca Miller, MSN, Associate Dean, Health Sciences	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	



GRAND CANYON UNIVERSITY™

Addendum #2 to the Grand Canyon University and Santa Ana College Concurrent Enrollment Program (CEP) Agreement dated December 10, 2018

This Addendum #2 to the CEP Agreement between the Grand Canyon University and Rancho Santiago Community College District on behalf of Santa Ana College serves to add the below listed MSN Bridge course walks to the Nursing Concurrent Enrollment Program as outlined in the original agreement. MSN Bridge NCEP students are eligible for a tuition rate of \$250 per credit hour for the concurrent credits hours indicated in the course walks.

GRAND CANYON UNIVERSITY

By: _____
Print Name: Brian Roberts
Title: CAO
Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT ON BEHALF OF SANTA ANA COLLEGE

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

**Santa Ana College & Grand Canyon University
ADN to MSN Bridge CEP - FALL START**

Semester I	Fall	Credits
NRN 170	Pharmacology Concepts of Nursing	2
NRN 171	Principles of Nursing Practice and Simple Concepts	4.5
NRN 171L	Principles of Nursing Practice and Simple Concepts Lab	4.5
	Winter Break	
(GCU) NRS – 430V	Professional Dynamics (online – 5 week course)	3
Semester II	Spring	
NRN 172	Family Health and Illness Concepts	4
NRN 172L	Family Health and Illness Concepts Lab	4.5
	Summer Break	
(GCU) NRS – 434VN	Health Assessment (online – 5 week course)	3
(GCU) NRS – 428VN	Community and Public Health (online – 5 week course)	3
Semester III	Fall	
NRN 271	Mental Health and Acute Concepts	4
NRN 271L	Mental Health and Acute Concepts Lab	4.5
	Winter Break	
(GCU) NRS – 410V	Pathophysiology & Nursing Management of Clients' Health (online – 5 week course)	3
Semester IV	Spring	
NRN 272	Complex Concepts	3.5
NRN 272L	Complex Concepts and Preceptorship Lab	4.5
	Summer Break	
(GCU) HLT – 362V	Statistics (online – 5 week course)	3
(GCU) NRS – 433V	Introduction to Nursing Research (online – 5 week course)	3
	Graduate from Santa Ana College with ADN; Pass NCLEX-RN Complete Remaining MSN Course Requirements*	
(GCU) NUR – 513	Introduction to Advanced Registered Nursing (online – 8 week course)	4
(GCU) NUR – 514	Organizational Leadership and Informatics (online – 8 week course)	4
(GCU) NUR – 550	Translational Research and Population Health Management (online – 8 week course)	4
(GCU) NUR – 590	Evidence-Based Practice Project (online – 8 week course)	4
	Remaining MSN courses based on emphasis selected	24-54 credits

* A minimum cumulative GPA of 3.0 and a previous bachelor's degree are required. Students will select a graduate program concentration and complete graduate-level coursework in their chosen graduate emphasis. Student may choose from the following graduate program emphases: Nursing Education, Nursing Leadership in Health Care Systems, Public Health, and Health Care Informatics. Students completing this concurrent enrollment program pathway will not receive a BSN but rather, GCU will confer an MSN upon completion of graduate program concentration requirements.

**Santa Ana College & Grand Canyon University
ADN to MSN Bridge CEP - SPRING START**

Semester I	Spring	Credits
NRN 170	Pharmacology Concepts of Nursing	2
NRN 171	Principles of Nursing Practice and Simple Concepts	4.5
NRN 171L	Principles of Nursing Practice and Simple Concepts Lab	4.5
	Summer Break	
(GCU) NRS – 430V	Professional Dynamics (online – 5 week course)	3
(GCU) NRS – 434VN	Health Assessment (online – 5 week course)	3
Semester II	Fall	
NRN 172	Family Health and Illness Concepts	4
NRN 172L	Family Health and Illness Concepts Lab	4.5
	Winter Break	
(GCU) NRS – 428VN	Community and Public Health (online – 5 week course)	3
Semester III	Spring	
NRN 271	Mental Health and Acute Concepts	4
NRN 271L	Mental Health and Acute Concepts Lab	4.5
	Summer Break	
(GCU) NRS – 410V	Pathophysiology & Nursing Management of Clients' Health (online – 5 week course)	3
(GCU) HLT – 362V	Statistics (online – 5 week course)	3
Semester IV	Fall	
NRN 272	Complex Concepts	3.5
NRN 272L	Complex Concepts and Preceptorship Lab	4.5
	Winter Break	
(GCU) NRS – 433V	Introduction to Nursing Research (online – 5 week course)	3
	Graduate from Santa Ana College with ADN; Pass NCLEX-RN Complete Remaining MSN Course Requirements*	
(GCU) NUR – 513	Introduction to Advanced Registered Nursing (online – 8 week course)	4
(GCU) NUR – 514	Organizational Leadership and Informatics (online – 8 week course)	4
(GCU) NUR – 550	Translational Research and Population Health Management (online – 8 week course)	4
(GCU) NUR – 590	Evidence-Based Practice Project (online – 8 week course)	4
	Remaining MSN courses based on emphasis selected	24-54 credits

* A minimum cumulative GPA of 3.0 and a previous bachelor's degree are required. Students will select a graduate program concentration and complete graduate-level coursework in their chosen graduate emphasis. Student may choose from the following graduate program emphases: Nursing Education, Nursing Leadership in Health Care Systems, Public Health, and Health Care Informatics. Students completing this concurrent enrollment program pathway will not receive a BSN but rather, GCU will confer an MSN upon completion of graduate program concentration requirements.

**Santa Ana College & Grand Canyon University
ADN to MSN Bridge CEP - FALL MIDPOINT START**

Semester I	Fall	Credits
NRN 170	Pharmacology Concepts of Nursing	2
NRN 171	Principles of Nursing Practice and Simple Concepts	4.5
NRN 171L	Principles of Nursing Practice and Simple Concepts Lab	4.5
Semester II	Spring	
NRN 172	Family Health and Illness Concepts	4
NRN 172L	Family Health and Illness Concepts Lab	4.5
Summer Break		
(GCU) NRS – 430V	Professional Dynamics (online – 5 week course)	3
(GCU) NRS – 434VN	Health Assessment (online – 5 week course)	3
Semester III	Fall	
NRN 271	Mental Health and Acute Concepts	4
NRN 271L	Mental Health and Acute Concepts Lab	4.5
Winter Break		
(GCU) NRS – 428VN	Community and Public Health (online – 5 week course)	3
Semester IV	Spring	
NRN 272	Complex Concepts	3.5
NRN 272L	Complex Concepts and Preceptorship Lab	4.5
Summer Break		
(GCU) NRS – 410V	Pathophysiology & Nursing Management of Clients' Health (online – 5 week course)	3
(GCU) HLT – 362V	Statistics (online – 5 week course)	3
	Graduate from Santa Ana College with ADN; Pass NCLEX-RN Complete Remaining Bridge & MSN Course Requirements*	
(GCU) NRS – 433V	Introduction to Nursing Research (online – 5 week course)	3
(GCU) NUR – 513	Introduction to Advanced Registered Nursing (online – 8 week course)	4
(GCU) NUR – 514	Organizational Leadership and Informatics (online – 8 week course)	4
(GCU) NUR – 550	Translational Research and Population Health Management (online – 8 week course)	4
(GCU) NUR – 590	Evidence-Based Practice Project (online – 8 week course)	4
	Remaining MSN courses based on emphasis selected	24-54 credits

* A minimum cumulative GPA of 3.0 and a previous bachelor's degree are required. Students will select a graduate program concentration and complete graduate-level coursework in their chosen graduate emphasis. Student may choose from the following graduate program emphases: Nursing Education, Nursing Leadership in Health Care Systems, Public Health, and Health Care Informatics. Students completing this concurrent enrollment program pathway will not receive a BSN but rather, GCU will confer an MSN upon completion of graduate program concentration requirements.

**Santa Ana College & Grand Canyon University
ADN to MSN Bridge CEP - SPRING MIDPOINT START**

Semester I	Spring	Credits
NRN 170	Pharmacology Concepts of Nursing	2
NRN 171	Principles of Nursing Practice and Simple Concepts	4.5
NRN 171L	Principles of Nursing Practice and Simple Concepts Lab	4.5
Semester II	Fall	
NRN 172	Family Health and Illness Concepts	4
NRN 172L	Family Health and Illness Concepts Lab	4.5
	Winter Break	
(GCU) NRS – 430V	Professional Dynamics (online – 5 week course)	3
Semester III	Spring	
NRN 271	Mental Health and Acute Concepts	4
NRN 271L	Mental Health and Acute Concepts Lab	4.5
	Summer Break	
(GCU) NRS – 434VN	Health Assessment (online – 5 week course)	3
(GCU) NRS – 428VN	Community and Public Health (online – 5 week course)	3
Semester IV	Fall	
NRN 272	Complex Concepts	3.5
NRN 272L	Complex Concepts and Preceptorship Lab	4.5
	Winter Break	
(GCU) NRS – 410V	Pathophysiology & Nursing Management of Clients' Health (online – 5 week course)	3
(GCU) HLT – 362V	Statistics (online – 5 week course)	3
	Graduate from Santa Ana College with ADN; Pass NCLEX-RN Complete Remaining Bridge & MSN Course Requirements*	
(GCU) NRS – 433V	Introduction to Nursing Research (online – 5 week course)	3
(GCU) NUR – 513	Introduction to Advanced Registered Nursing (online – 8 week course)	4
(GCU) NUR – 514	Organizational Leadership and Informatics (online – 8 week course)	4
(GCU) NUR – 550	Translational Research and Population Health Management (online – 8 week course)	4
(GCU) NUR – 590	Evidence-Based Practice Project (online – 8 week course)	4
	Remaining MSN courses based on emphasis selected	24-54 credits

* A minimum cumulative GPA of 3.0 and a previous bachelor's degree are required. Students will select a graduate program concentration and complete graduate-level coursework in their chosen graduate emphasis. Student may choose from the following graduate program emphases: Nursing Education, Nursing Leadership in Health Care Systems, Public Health, and Health Care Informatics. Students completing this concurrent enrollment program pathway will not receive a BSN but rather, GCU will confer an MSN upon completion of graduate program concentration requirements.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College School of Continuing Education**

To:	Board of Trustees	Date:	September 9, 2019
Re:	Approval and Certification of Santa Ana College School of Continuing Education High School Diploma Program Graduate List 2018-2019		
Action:	Certification of High School Diploma Graduates for 2018-2019		

BACKGROUND

Adult Basic Education/High School Subjects is an authorized/mandated area for community college noncredit programs. The Santa Ana College School of Continuing Education thereby offers the necessary course work and proficiencies that lead toward the attainment of a high school diploma.

ANALYSIS

The attached 151 graduates have completed all High School Diploma Program requirements for the academic year 2018-2019.

RECOMMENDATION

It is recommended that the Board of Trustees approve and certify the attached list of 2018-2019 High School Program Graduates for the Santa Ana College School of Continuing Education.

Fiscal Impact:	None	Board Date:	September 9, 2019
Prepared by:	James Kennedy, Ed.D., Vice President, SAC School of Continuing Education		
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College		
Recommended by:	Marvin Martinez, Chancellor, RSCCD		

Santa Ana College
School of Continuing Education
2018 – 2019 Adult High School Graduates

AGUILAR, DEANNA SELENE	FABIAN, JOSE AMAN	MACIEL, BALEM	RICKELS, BRIANNA SLOANE
AGUILAR, HOLIDAY NEREIDA	FLORES, MADELIN MILENA	MARTINEZ ALDAVA, GERARDO	ROMAN, LAUREN AMBER
AGUILAR, HUMBERTO	FLORES, MAYRA	MARTINEZ ESTRADA, JUAN JOSE	ROSALES, ADOLFO ANGEL
AIAVA, DANNY RODNEY	FLORES, VIRIDIANA	MARTINEZ, EFRAIN	RUIZ, MARCO ANTONIO
ALPIZAR, PERLA CRYSTAL	FLOREZ MENDOZA , EDIT EVA	MARTINEZ, ESMERALDA	SALAMANCA, CRISTINA
ALVARADO-DAMIAN, PATRICIA	FULGENCIO, AMPARO	MARTINEZ, IVAN	SALVADORI FERRE, LEONARDO
ARREDONDO, MONIQUE CHERIE	GALVEZ, DORA	MARTINEZ, MARITZA LILLIANA	SANDOVAL, MARIO OMAR
ARRELLANO, EVELYN ANGIE	GARCIA, ARMANDO	MARTINEZ, NANCY	SANIC, ISAIAS
ARREOLA, JAIME ARMANDO	GARCIA, NEREIDA MARLETTE	MARTINEZ, NORA IPSEL	SERRATO, JESSICA
ASCENCIO, IRMA LETICIA	GIRARD, MONICA MICHELLE	MATA, CARLOS ISMAEL	SOTO, ROSALBA
AVALOS JR., FRANCISCO ROBERTO	GIRON, EMERALD FE SIMONDO	MATA-GOVEA, LAURA	SREY, SOPHEAP
BARRAGAN, JULIA L.	GOMEZ, MIGUEL ANGEL	MEDRANO, MAYRA L.	TAHMMASS, ELIAS SHIRKHAN
BECERRA, CARLOS MIGUEL	GONZALEZ , NORMA L.	MEN, KIM YOUNG JOHNSON	TOCANO, NOEMI M.
BELMONTE, EDUARDO	GONZALEZ, NEREYDA	MENENDEZ, WALTER A.	TRAN, THUY
BENAVIDES, ERIKA CARRANZA	GONZALEZ, WENDY ELIZABETH	MENES, EDUARDO	VALDES, MYRIAM
BERMEJO, DIANA ELIZABETH	GUERRA, ANTONIA	MICHEL, ROSE ANN K	VALLE, JANET
BLACK, CLAUDIA	GUERRERO, DEREK OMAR	MIGUEZ, MARIA LUISA	VALLE, MARINA JESENIA
BOECH, BRANDON	GUTIERREZ, BRENDA	MILLAN, JOHANA ERISelda	VARGAS SANCHEZ, KAREN
BONILLA, SHARON SOPHIA	GUTIERREZ, CESAR	MONTES, JASON	VAZQUEZ, LIGIA
BREWTON, VINCENT JAMEL	GUTIERREZ, ROGER E.	MOUSAVIALANDANI, SEYEDJALALODDIN	VEGA, MARIA
BURNS, HEATHER DAWN	HA, THU	MUNOZ, JOHANA	VICAB, CARLOS
CANTU, YERALDINE	HALLORAN, EVAN M.	NEVAREZ, LORENA	VIEN, VI THUAN NAM
CARRILLO, KARLA L.	HERNANDEZ, GREGORY D.	NGUYEN, CHUYEN	VILLALOBOS PONCE, JOSELYN
CASTRO, CARMEN J.	HERNANDEZ, MARIA	NGUYEN, CUONG QUOC	VILLARROEL, ERICK
CERVANTES, JACKELIN	HERRERA, FERNANDO	NGUYEN, HOAI THUONG	VU, KAELIN ALEXA
CERVANTES, ROSALBA	HERRERA, HELADIO	NGUYEN, HOANG POHAN	WAWRZONEK, SEAN LUC
CHAVEZ, ANTONIO J.	HOANG, DUC THAI	NGUYEN, NAM HOANG	YU, WEI
CONTRERAS, ANDREA	HOSSEINI, SAYED ELIA MOHAMMAD ALI	NUNEZ, OSVALDO	ZAVALA , JASON GARCIA
CONTRERAS, GUILLERMINA	HUERTA, ROBIN	OCAMPO, JOSE J.	ZAVALA, EDGAR
DARWISH, MOHAMMAD DAWOOD	HUYNH, BAO HONG NGHI	ORTIZ, YVETTE	ZAVALA, JASMINE NICOLE
DE DIOS, NORIDALIA	HUYNH, PHUC THANH	PEDROZA, ANDREA	ZAVALA, YVETTE KEIGHLEY
DE LA ROSA, SILVIA	HWANG, SAEBIN	PEREZ, ELIGIO	
DENNIS, ANDREW DANIEL	JACOBO-DUENAS, MAYRA ALEANDRA	PHAN, HIN VU	
DIAZ, JESSICA	KARIMI, FARIBA	PHAN, THIEN AN	
DO, QUYNH-ANH NGUYEN	LAGUNAS, MARIA G.	PHUONG, HO	
DUONG, RICKY	LARA, CHRISTIAN	PUENTE, ALEJANDRO	
EL-AMIN, SAMIRA	LIMON GONZALEZ, VIRIDIANA GUADALUPE	RAMIREZ DE LEON, ARACELY	
ESCOBIDO, JOVEN ANGELO F.	LOPEZ, ANTONIO	RAMOS, BEATRIZ	
ESPINO, ALEXIS JOSHUA	LOPEZ, SONIA	RAMOS, JOHANNA	
ESTRADA, ALBA ELENA	LORONA, ZORAIDA	REICHSTEIN, JOSHUA ANDREW	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**SANTIAGO CANYON COLLEGE – ORANGE EDUCATION CENTER**

To:	Board of Trustees	Date: September 9, 2019
Re:	Approval and Certification of Santiago Canyon College Division of Continuing Education Adult High School Diploma Program Graduates for 2018-2019	
Action:	Request for Approval	

BACKGROUND

Adult Basic Education/High School Subjects is an authorized/mandated area for community college noncredit programs. Santiago Canyon College Division of Continuing Education thereby offers the necessary course work and proficiencies that lead toward the attainment of an adult high school diploma.

ANALYSIS

The attached list of 53 graduates have completed all High School Diploma Program requirements for the 2018-2019 academic year.

RECOMMENDATION

It is recommended that the Board of Trustees approve and certify the attached list of Santiago Canyon College Division of Continuing Education Adult High School Diploma Program Graduates for 2018-2019.

Fiscal Impact:	None	Board Date: September 9, 2019
Prepared by:	Jose Vargas, Vice President, Continuing Education	
Submitted by:	John C. Hernandez, Ph.D., President	
Recommended by:	Marvin Martinez, Chancellor	



Santiago Canyon College

8045 East Chapman Ave. • Orange, CA 92869-4512 • (714) 628-4900 • Fax: (714) 628-4723 • sccollege.edu

Orange Education Center

1465 N. Batavia Street • Orange, CA 92867-3504 • (714) 628-5900 • Fax: (714) 628-5909 • sccollege.edu

What happens here matters.

Inter-Office Memorandum

Office of the Vice President

To: John C. Hernandez, Ph.D., President
Santiago Canyon College

Date: 08/12/19

From: Jose F. Vargas, Vice President
SCC Continuing Education

Subject: **Adult High School Diploma Graduates 2018-2019**

The following is the list of the Santiago Canyon College Division of Continuing Education Adult High School Diploma Graduates for the 2018-2019 academic year. We proudly submit Fifty-three (53) student names to the Board of Trustees for certification.

- | | | |
|--------------------------------|-----------------------------|------------------------------------|
| 1. Ayala, Jorge | 24. McLaughlin, Analea | 47. Zamora, Gabriela |
| 2. Calix, Andrea | 25. Medrano, Nathan | 48. Zavala, Miguel |
| 3. Castro Guardado, Guelmert | 26. Nava, Abel | 49. Student opted to not be listed |
| 4. Christie, Morgan | 27. Peltzer, Devon | 50. Student opted to not be listed |
| 5. Chung, Phoebe Mai | 28. Quinones, Marcus | 51. Student opted to not be listed |
| 6. Claro, Jesymar | 29. Ramirez, Bielka | 52. Student opted to not be listed |
| 7. Conoscente, Cameron | 30. Resendez, Cynthia Ann | 53. Student opted to not be listed |
| 8. Flores, Guadalupe | 31. Retiguin, Luis | |
| 9. Garcia, Michelle | 32. Riggs, Ratna | |
| 10. Garfias, Katherine | 33. Rivas, Jonathan Alex | |
| 11. Gamer, Brandy | 34. Robles Ruiz, Andrea | |
| 12. Ghadiri, Shahrad Shawn | 35. Romo, Diana | |
| 13. Giles, Carlo | 36. Salvador, Alma | |
| 14. Gomez, Kyana | 37. Sanchez, Brianna | |
| 15. Gouvion, Raquel | 38. Sanchez, Sharlene | |
| 16. Haddad, Jordan Christopher | 39. Santos, Cecilia | |
| 17. Hedayati, Hamed | 40. Schwanz, Cameron | |
| 18. Hernandez, Flor | 41. Souza, Joelma | |
| 19. Herzog, Devin | 42. Tran, Doan | |
| 20. Kitamura, Miki | 43. Vazquez, Jamila | |
| 21. Leon, Osvaldo | 44. Velarde, Fabiola | |
| 22. Martinez, Angelina | 45. Velardez, Daniel | |
| 23. Martinez, Juan | 46. Von Sothen, Adam Austin | |

PRESIDENT: John C. Hernandez, Ph.D.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES: Claudia C. Alvarez • Arianna P. Barrios • John R. Hanna • Zeke Hernandez
Lawrence "Larry" R. Labrado • Nelida Mendoza • Phillip E. Yarbrough

CHANCELLOR: Marvin Martinez

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Santa Ana College –Student Services

To:	Board of Trustees	Date: September 9, 2019
Re:	Confirmation of Santa Ana College Bachelor of Science Degrees, Associate Degrees, and Certificates Awarded in Intersession and Spring 2019	
Action:	Request for Approval	

BACKGROUND

A list of students who successfully completed coursework at Santa Ana College leading to a bachelor of science degree, an associate in arts degree, associate in arts for transfer degree, associate in science degree, associate in science for transfer degree, certificate of achievement, and/or certificate of proficiency for Intersession and Spring 2019 is presented ([view document](#)). Statistical tables showing degrees and certificates awarded by major are included.

ANALYSIS

Santa Ana College awarded 23 Bachelor of Science Degrees and 1,708 Associate Degrees at the conclusion of the Spring 2019 session. The Associate Degrees include 929 Associate in Arts, 221 Associate in Arts Transfer, 317 Associate in Science and 241 Associate in Science for Transfer. A total of 71 Associate Degrees were awarded in Intersession 2019.

Santa Ana College awarded 1,448 Certificates of Achievement/Proficiency at the conclusion of Spring 2019.

RECOMMENDATION

It is recommended that the Board of Trustees confirm the list of recipients of Santa Ana College Bachelor of Science Degrees, Associate Degrees, and Certificates awarded in Intersession and Spring 2019 as presented.

Fiscal Impact:	None	Board Date:	September 9, 2019
Prepared by:	Mark C. Liang, J.D., Dean, Enrollment Services and Student Support Vaniethia Hubbard, Ed. D., Vice President, Student Services		
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College		
Recommended by:	Marvin Martinez, Chancellor, RSCCD		

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Santiago Canyon College – Student Services

To:	Board of Trustees	Date: September 9, 2019
Re:	Confirmation of SCC Associate Degrees and Certificates Awarded in Spring 2019	
Action:	Request for Approval	

BACKGROUND

A list of students who successfully completed coursework at Santiago Canyon College leading to an associate of arts degree, associate in arts for transfer degree, associate of science degree, associate in science for transfer degree, certificate of achievement, and/or certificate of proficiency for Spring 2019, including Intersession is presented ([view document](#)). Statistical tables showing degrees and certificates awarded by major are included.

ANALYSIS

Santiago Canyon College awarded 898 associate degrees, 414 associate degrees for transfer, 701 certificates of achievement and 42 certificates of proficiency in Spring 2019.

RECOMMENDATION

It is recommended that the Board of Trustees confirm the SCC associate degrees and certificates awarded in Spring 2019.

Fiscal Impact:	None	Board Date: September 9, 2019
Prepared by:	Syed Rizvi, Vice President of Student Services	
Submitted by:	John Hernandez, Ph.D., President	
Recommended by:	Marvin Martinez, Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College
Student Services

To:	Board of Trustees	Date: September 9, 2019
Re:	Approval of Renewal Agreement with Medical Billing Technologies, Inc.	
Action:	Request for Approval	

BACKGROUND

Medical Billing Technologies, Inc. is a firm specializing in serving educational agencies in Medi-CAL reimbursement programs. Medical Billing Technologies, Inc. provides consulting and personalized, high-tech, billing services to school districts throughout the State of California, specifically to aid in the administration of the Family Planning, Access, Care, and Treatment (Family PACT) Program. Santiago Canyon College's Student Health and Wellness Services has contracted with Medical Billing Technologies, Inc. in years past and the agreement is now up for renewal.

ANALYSIS

Rancho Santiago Community College District on behalf of Santiago Canyon College Student Health and Wellness Services is requesting approval to renew its contract services with Medical Billing Technologies, Inc., a third-party billing agency for collection of revenue from Medi-CAL services formally known as Family PACT for an additional year through June 30, 2020.

RECOMMENDATION

It is recommended that the Board of Trustees approve the one-year renewal agreement with Medical Billing Technologies, Inc. as presented.

Fiscal Impact:	\$4,860/year	Board Date: September 9, 2019
Prepared by:	Syed Rizvi, Vice President of Student Services Jennifer Coto, Ed.D., Dean of Enrollment & Support Services	
Submitted by:	John C. Hernandez, Ph.D.	
Recommended by:	Marvin Martinez, Chancellor	

Family PACT Electronic Billing Service Contract

This Agreement is made this 9th day of September 2019, between MEDICAL BILLING TECHNOLOGIES, INC, hereinafter-called "MBT" and Rancho Santiago Community College District on behalf of SANTIAGO CANYON COLLEGE, hereinafter-called "CLIENT". This Agreement states the terms and conditions under which MBT will provide services on behalf of CLIENT under the Family Planning, Access, Care, and Treatment (Family PACT) Program.

1. **MBT Responsibilities:** MBT shall provide the following services to CLIENT:
 - a. Work with CLIENT's designated Program Coordinator.
 - b. Provide to CLIENT recommended billing tools and access to necessary resources for Family PACT billing.
 - c. Provide CLIENT supplemental Family PACT billing training and training materials to enable CLIENT personnel and contractors to successfully complete documentation necessary for submission of Family PACT claims. In providing such training MBT does not provide legal advice but relies on guidelines published by DHCS. MBT is not responsible for any change in DHCS guidelines, changes in State or Federal laws, rules, or regulations, or any change in DHCS interpretation of State or Federal laws, rules, or regulations or its own guidelines.
 - d. As directed by CLIENT, MBT will submit CLIENT's Family PACT billing via electronic transmission within forty-five (45) business days of receipt of all necessary data from CLIENT, properly completed and certified by CLIENT.
 - e. Communicate to CLIENT regarding incomplete, inaccurate, or deficient billing forms that require corrections.
 - f. Provide assistance to CLIENT in the event of a DHCS audit. The form of such assistance shall be solely in the discretion of MBT.
 - g. Comply with federal Family Educational Rights and Privacy Act (FERPA) regulations. Standards for electronic submissions and firewalls have been instituted to block entry into the MBT server and protect against internet attacks. The MBT network server is contained in a secure data center; all unused confidential information is shredded. All MBT staff is trained in HIPAA/FERPA regulations and is required to sign a statement of confidentiality. Student information sent from MBT to CLIENT will be encrypted and/or password protected.
 - h. Communicate to CLIENT when MBT becomes aware of program updates.

2. **Client Responsibilities:** CLIENT shall do and perform each of the following:
 - a. Designate a Program Coordinator.
 - b. Ensure proper personnel attend and complete online Family PACT trainings required by the Office of Family Planning (OFP).
 - c. Fully and accurately complete all billing forms, certify them to be true and correct, and submit them to MBT in electronic form compatible with MBT's computer systems and programs.
 - d. Complete necessary corrections and/or answer inquiries by MBT regarding billings in a timely manner in accordance with the reimbursement timeline provided by DHCS. MBT is not responsible for decreased reimbursements due to delays in submissions, corrections, and communications regarding billings.
 - e. Stay abreast of updates and comply with all rules and regulations of DHCS and other applicable government agencies pertaining to providing services, recordkeeping, and retention for the Family PACT Billing Program.
 - f. Communicate to MBT when CLIENT becomes aware of program updates.
 - g. Communicate to MBT if there are changes to CLIENT'S personnel as it pertains to providing Family PACT services.

h. Execute such other and further documents as may be required by DHCS in order to carry out the purpose of this agreement.

3. **Payment:** CLIENT shall pay to MBT as compensation:

An annual lump sum of \$4,860, payable within 30 days of receipt of each invoice.

CLIENT's payment to MBT shall not exceed twelve percent (12%) of total reimbursement for services that take place within each school year. If CLIENT's payment does exceed 12%, MBT will pay CLIENT the difference at the end of the billing year.

4. **Reimbursement Records:** CLIENT shall, upon request, provide to MBT a copy of all documents and checks received from DHCS evidencing all sums received as a result of the services of MBT. CLIENT shall make all such records available to MBT at reasonable times. MBT shall have the right to audit the records of CLIENT pertaining to Family PACT billing.

5. **Document Management:** MBT shall retain in electronic form copies of all Family PACT bills submitted for CLIENT for a period of five (5) years after the date of submission or such other period as required by law. MBT, upon request, will provide to CLIENT printed copies of such bills. MBT, upon request, shall return to CLIENT all billing forms and other documents provided to MBT for billing purposes. CLIENT shall reimburse MBT for the cost of all containers and for the cost of packing and shipping such documents and records. CLIENT shall retain all such documents and records for at least five (5) years from date of service or such other duration as may be required by State and Federal laws, rules, and regulations.

6. **Confidentiality Agreement:** All statistical, financial, student and other data relating to the Family PACT billing and the identity of eligible students shall be held in strict confidence by the parties hereto. The foregoing obligation does not apply to any data that has become publicly available or that is not required to be kept confidential.

The data provided to MBT by the CLIENT will be used for the sole purpose of performing billing for the Family PACT program. MBT is responsible to abide by The Health Insurance Portability and Accountability Act (HIPAA) and The Family Educational Rights and Privacy Act (FERPA) and will not share the CLIENT's data with third-party entities except as permitted and required for the Family PACT program.

7. **Limitation of Liability:** MBT will use due care in processing the work of the CLIENT based on CLIENT's submission of billing information and CLIENT's determination of eligibility for reimbursement by the Family PACT program. MBT will be responsible for correcting any errors which are due to the machines, operators, or programmers of MBT. Such errors shall be corrected at no additional charge to CLIENT. MBT does not guarantee State or Federal approval of billings submitted, and MBT shall not be liable or responsible to CLIENT for DHCS interpretation of State and Federal laws, rules, and regulations, or for changes to State and Federal laws, rules, and regulations, or for claims that are questioned or denied by DHCS or any other State or Federal governmental agency. MBT shall have no liability for CLIENT's inability to provide proper source documentation, including but not limited to Provider records, Health Service Plans, and other supporting documentation, to DHCS or any other State or Federal governmental agency.

In no event shall MBT's liability for any and all claims against MBT under this Agreement, in contract, tort, or otherwise, exceed the total amount of the fees paid by CLIENT to MBT during

the contract term in issue, and MBT shall not be liable under any circumstances for any special, consequential, incidental, punitive, or exemplary damages arising out of or in any way connected with this Agreement.

8. **Contract Duration and Termination:** The term of this Agreement shall commence upon execution of this contract and continue for a period of one (1) school year, through June 30, 2020 ("Termination Date").

This Agreement may also be terminated at any time upon mutual agreement of the parties. In addition, the Agreement shall automatically terminate if CLIENT's participation in the Family PACT program terminates.

9. **Notices:** Notices affecting contract terms between the parties shall be in writing and shall be deemed given when (i) personally delivered to the party to whom it is directed; or (ii) five (5) days after deposit in the United States mail, postage prepaid, return receipt requested, addressed to:

MBT
Medical Billing Technologies, Inc.
Attn: Reid Stephens, President
PO Box 709
Visalia, CA 93279

CLIENT
Rancho Santiago Community College District on
the behalf of Santiago Canyon College
8045 East Chapman Ave. T-102
Orange, CA 92867

10. **Copyrights:** CLIENT acknowledges and agrees that all manuals and forms ("MBT Documents") provided to CLIENT by MBT shall remain the property of MBT and shall not be duplicated, copied in any manner and access to MBT Documents shall be restricted to employees of CLIENT who need to use MBT Documents in order to satisfy CLIENT'S obligations under this agreement, without the prior written consent of MBT. All computer programs and materials, including, but not limited to, electronic devices, and the information contained therein are, and shall remain, the property of MBT.
11. **Other Documents:** The parties hereto agree to execute such other and further documents as may be necessary or required by the Department of Health Care Services to authorize MBT to perform billing services on behalf of CLIENT.
12. **Entire Agreement:** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to MBT providing Family PACT billing services to CLIENT and contains all of the covenants and agreements between the parties with respect to such billing services. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise with respect to MBT billing services not contained in this agreement shall be valid or binding.
13. **Modification:** This Agreement may be amended or modified at any time with respect to any provision by a written instrument executed by all parties.
14. **Law Governing Agreement:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. **Mediation and Arbitration:** Any dispute arising under this Agreement shall first be addressed through mediation. If a dispute arises, either party may demand mediation by filing a written demand with the other party. If the parties cannot agree upon a neutral mediator, each party,

within twenty (20) days after the parties fail to agree on one mediator, at its own cost shall appoint one mediator and those mediators shall select an impartial mediator to conduct the mediation. The parties shall equally share the cost of the mediator conducting the mediation.

If the parties are unable to resolve any dispute through mediation as set forth herein, all questions and disputes with respect to the rights and obligations of the parties arising under the terms of this Agreement shall be resolved by binding arbitration. Any party may demand arbitration by filing a written demand with the other party. If the parties cannot agree on one arbitrator, each of the parties, within twenty (20) days after the parties fail to agree on one arbitrator, at its own cost, shall appoint one arbitrator and those arbitrators shall select an impartial arbitrator to conduct the arbitration. Should a party refuse or neglect to join in the arbitrator or to furnish the arbitrator with any papers or information demanded, the arbitrator may proceed ex parte.

A hearing on the matter to be arbitrated shall take place before the arbitrator in the County where CLIENT is located, State of California. The arbitrator shall select the time and place promptly and shall give each party written notice of the time and place at least ninety (90) days before the date selected. The parties shall be entitled to conduct discovery by agreement or by order of the arbitrator. Each party may present any relevant evidence at the hearing. The formal rules of evidence applicable to judicial proceedings shall not govern. Evidence shall be admitted or excluded in the sole discretion of the arbitrator. The arbitrator shall hear and determine the matter and shall execute and acknowledge the award in writing and cause a copy of the writing to be delivered to each of the parties.

The parties shall share equally the expense of arbitration, and each party shall bear its own attorney fees and costs incurred in connection with the arbitration.

The arbitrator's decision shall be binding and conclusive on the parties. A judgment confirming the award may be given by any Superior Court having jurisdiction.

**Rancho Santiago Community College District
On behalf of SANTIAGO CANYON COLLEGE**

By _____
Authorized Signature

Dated: _____

Peter J. Hardash
(Printed name)

Vice Chancellor Business Operations / Fiscal Services
(Printed Title)

MEDICAL BILLING TECHNOLOGIES, INC.

By _____
Reid Stephens, President

Dated: _____

Rancho Santiago Comm Coll District

Board Meeting of 09/09/19

AP0025

Bank Code: 1A, 1B, 1C, 1R, 1S, 1T

Check Registers Submitted for Approval

Page: 1

Checks Written for Period 07/31/19 Thru 08/27/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1A1908103	SAC Diversified Agency Fund	678.38	504.57	173.81	1A*0001906	1A*0001911
1A1908210	SAC Diversified Agency Fund	2,969.68	2,639.68	330.00	1A*0001912	1A*0001914
1A1908317	SAC Diversified Agency Fund	11,853.63	0.00	11,853.63	1A*0001915	1A*0001920
1A1908424	SAC Diversified Agency Fund	2,194.66	0.00	2,194.66	1A*0001921	1A*0001924
Total 1A SAC Diversified Agency Fund		\$17,696.35	\$3,144.25	\$14,552.10		

Checks Written for Period 07/31/19 Thru 08/27/19

<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>
1B1908210	SAC Bookstore Fund	24,791.68	0.00	24,791.68	1B*0001927	1B*0001940
1B1908424	SAC Bookstore Fund	98,030.37	3,819.58	94,210.79	1B*0001941	1B*0001967
1B1908527	SAC Bookstore Fund	169,526.91	0.00	169,526.91	1B*0001968	1B*0001997
Total 1B SAC Bookstore Fund		<u>\$292,348.96</u>	<u>\$3,819.58</u>	<u>\$288,529.38</u>		

Checks Written for Period 07/31/19 Thru 08/27/19

<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>
1C1908103	SAC Community Education Fund	9,209.24	0.00	9,209.24	1C*0001172	1C*0001174
1C1908210	SAC Community Education Fund	181.61	0.00	181.61	1C*0001175	1C*0001175
Total 1C SAC Community Education Fund		<u><u>\$9,390.85</u></u>	<u><u>\$0.00</u></u>	<u><u>\$9,390.85</u></u>		

Checks Written for Period 07/31/19 Thru 08/27/19

<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>
1S1908103	SAC Associated Students Fund	169.29	0.00	169.29	1S*0001493	1S*0001493
1S1908210	SAC Associated Students Fund	1,808.24	0.00	1,808.24	1S*0001494	1S*0001497
1S1908424	SAC Associated Students Fund	2,159.26	0.00	2,159.26	1S*0001498	1S*0001501
Total 1S SAC Associated Students Fund		<u>\$4,136.79</u>	<u>\$0.00</u>	<u>\$4,136.79</u>		

Checks Written for Period 07/31/19 Thru 08/27/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1T1908103	SAC Diversified Trust Fund	7,732.51	0.00	7,732.51	1T*0001599	1T*0001605
1T1908210	SAC Diversified Trust Fund	9,946.76	1,214.80	8,731.96	1T*0001606	1T*0001618
1T1908317	SAC Diversified Trust Fund	9,948.45	0.00	9,948.45	1T*0001619	1T*0001624
1T1908424	SAC Diversified Trust Fund	2,841.99	0.00	2,841.99	1T*0001625	1T*0001631
1T1908527	SAC Diversified Trust Fund	20,000.00	0.00	20,000.00	1T*0001632	1T*0001632
Total 1T SAC Diversified Trust Fund		<u>\$50,469.71</u>	<u>\$1,214.80</u>	<u>\$49,254.91</u>		

SUMMARY

Total Fund 1A SAC Diversified Agency Fund	14,552.10
Total Fund 1B SAC Bookstore Fund	288,529.38
Total Fund 1C SAC Community Education Fu	9,390.85
Total Fund 1S SAC Associated Students Fun	4,136.79
Total Fund 1T SAC Diversified Trust Fund	49,254.91
Grand Total:	<u><u>\$365,864.03</u></u>

Checks Written for Period 07/31/19 Thru 08/27/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2A1907531	SCC Diversified Agency Fund	12,071.39	0.00	12,071.39	2A*0001485	2A*0001495
2A1908210	SCC Diversified Agency Fund	1,639.47	0.00	1,639.47	2A*0001496	2A*0001499
2A1908317	SCC Diversified Agency Fund	745.86	0.00	745.86	2A*0001500	2A*0001503
2A1908424	SCC Diversified Agency Fund	2,826.43	0.00	2,826.43	2A*0001504	2A*0001507
Total 2A SCC Diversified Agency Fund		\$17,283.15	\$0.00	\$17,283.15		

Checks Written for Period 07/31/19 Thru 08/27/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2B1907531	SCC Bookstore Fund	15,086.95	0.00	15,086.95	2B*0001761	2B*0001771
2B1908210	SCC Bookstore Fund	164,768.20	266.75	164,501.45	2B*0001772	2B*0001803
2B1908317	SCC Bookstore Fund	1,784.34	0.00	1,784.34	2B*0001804	2B*0001808
2B1908424	SCC Bookstore Fund	3,672.44	0.00	3,672.44	2B*0001809	2B*0001813
Total 2B SCC Bookstore Fund		\$185,311.93	\$266.75	\$185,045.18		

Checks Written for Period 07/31/19 Thru 08/27/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2C1908210	SCC Community Education Fund	2,680.00	0.00	2,680.00	2C*0001123	2C*0001124
2C1908317	SCC Community Education Fund	1,025.00	0.00	1,025.00	2C*0001125	2C*0001125
2C1908424	SCC Community Education Fund	8,897.82	0.00	8,897.82	2C*0001126	2C*0001126
Total 2C SCC Community Education Fund		<u>\$12,602.82</u>	<u>\$0.00</u>	<u>\$12,602.82</u>		

Checks Written for Period 07/31/19 Thru 08/27/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2S1907531	SCC Associated Students Fund	7,500.00	0.00	7,500.00	2S*0001312	2S*0001312
2S1908210	SCC Associated Students Fund	130.00	0.00	130.00	2S*0001313	2S*0001313
2S1908317	SCC Associated Students Fund	1,004.54	0.00	1,004.54	2S*0001314	2S*0001320
Total 2S SCC Associated Students Fund		<u>\$8,634.54</u>	<u>\$0.00</u>	<u>\$8,634.54</u>		

Checks Written for Period 07/31/19 Thru 08/27/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2T1907531	SCC Diversified Trust Fund	3,507.46	0.00	3,507.46	2T*0001289	2T*0001297
2T1908210	SCC Diversified Trust Fund	18,388.64	0.00	18,388.64	2T*0001298	2T*0001300
2T1908317	SCC Diversified Trust Fund	300.00	0.00	300.00	2T*0001301	2T*0001301
2T1908424	SCC Diversified Trust Fund	996.22	0.00	996.22	2T*0001302	2T*0001303
Total 2T SCC Diversified Trust Fund		<u>\$23,192.32</u>	<u>\$0.00</u>	<u>\$23,192.32</u>		

SUMMARY

Total Fund 2A SCC Diversified Agency Fund	17,283.15
Total Fund 2B SCC Bookstore Fund	185,045.18
Total Fund 2C SCC Community Education Fu	12,602.82
Total Fund 2S SCC Associated Students Fun	8,634.54
Total Fund 2T SCC Diversified Trust Fund	23,192.32
Grand Total:	<u><u>\$246,758.01</u></u>

Checks Written for Period 08/01/19 Thru 08/27/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67655	General Fund Unrestricted	121,923.81	0.00	121,923.81	92*0524233	92*0524249
67659	General Fund Unrestricted	8,740.16	0.00	8,740.16	92*0524259	92*0524274
67660	General Fund Unrestricted	54,952.52	0.00	54,952.52	92*0524300	92*0524310
67662	General Fund Unrestricted	14,033.26	0.00	14,033.26	92*0524334	92*0524335
67667	General Fund Unrestricted	257,398.16	0.00	257,398.16	92*0524348	92*0524385
67668	General Fund Unrestricted	14,210.75	0.00	14,210.75	92*0524386	92*0524435
67672	General Fund Unrestricted	2,299,474.48	0.00	2,299,474.48	92*0524442	92*0524483
67674	General Fund Unrestricted	67,832.33	0.00	67,832.33	92*0524485	92*0524511
67675	General Fund Unrestricted	17,056.41	0.00	17,056.41	92*0524518	92*0524547
67679	General Fund Unrestricted	27,552.75	0.00	27,552.75	92*0524559	92*0524577
67680	General Fund Unrestricted	9,910.27	0.00	9,910.27	92*0524580	92*0524605
67681	General Fund Unrestricted	45,588.17	0.00	45,588.17	92*0524606	92*0524646
67682	General Fund Unrestricted	181,625.31	0.00	181,625.31	92*0524647	92*0524662
67688	General Fund Unrestricted	19,538.78	0.00	19,538.78	92*0524668	92*0524705
67689	General Fund Unrestricted	1,458.32	0.00	1,458.32	92*0524707	92*0524732
67696	General Fund Unrestricted	22,919.27	0.00	22,919.27	92*0524750	92*0524785
67697	General Fund Unrestricted	1,557.00	0.00	1,557.00	92*0524787	92*0524794
67698	General Fund Unrestricted	6,853.84	0.00	6,853.84	92*0524801	92*0524812
67702	General Fund Unrestricted	31,174.54	0.00	31,174.54	92*0524817	92*0524847
67703	General Fund Unrestricted	978.94	0.00	978.94	92*0524852	92*0524855
67704	General Fund Unrestricted	18,201.21	0.00	18,201.21	92*0524859	92*0524864
67708	General Fund Unrestricted	85,264.49	0.00	85,264.49	92*0524872	92*0524911
67709	General Fund Unrestricted	29.00	0.00	29.00	92*0524914	92*0524914
67711	General Fund Unrestricted	140,513.83	0.00	140,513.83	92*0524923	92*0524930
67712	General Fund Unrestricted	180.00	0.00	180.00	92*0524931	92*0524931
67716	General Fund Unrestricted	12,828.80	0.00	12,828.80	92*0524945	92*0524971
67720	General Fund Unrestricted	127,338.56	0.00	127,338.56	92*0524988	92*0525035
67721	General Fund Unrestricted	50,886.95	0.00	50,886.95	92*0525038	92*0525058
67722	General Fund Unrestricted	36,080.63	0.00	36,080.63	92*0525059	92*0525072
67723	General Fund Unrestricted	1,486.35	0.00	1,486.35	92*0525073	92*0525081
67727	General Fund Unrestricted	223,205.86	0.00	223,205.86	92*0525087	92*0525121
67728	General Fund Unrestricted	8,508.77	0.00	8,508.77	92*0525123	92*0525161

Total Fund 11 General Fund Unrestricted	<u>\$3,909,303.52</u>	<u>\$0.00</u>	<u>\$3,909,303.52</u>
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Checks Written for Period 08/01/19 Thru 08/27/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67578	General Fund Restricted	0.00	146,000.00	-146,000.00	92*0523239	92*0523239
67645	General Fund Restricted	0.00	1,648.30	-1,648.30	92*0524143	92*0524144
67655	General Fund Restricted	9,821.77	7,348.20	2,473.57	92*0524232	92*0524251
67659	General Fund Restricted	3,309.58	0.00	3,309.58	92*0524264	92*0524271
67660	General Fund Restricted	26,500.30	0.00	26,500.30	92*0524275	92*0524320
67662	General Fund Restricted	14,224.25	0.00	14,224.25	92*0524322	92*0524343
67663	General Fund Restricted	7,348.20	0.00	7,348.20	92*0524344	92*0524344
67667	General Fund Restricted	410,210.06	0.00	410,210.06	92*0524352	92*0524384
67672	General Fund Unrestricted	10,918.93	0.00	10,918.93	92*0524441	92*0524467
67674	General Fund Restricted	90,550.06	0.00	90,550.06	92*0524489	92*0524517
67675	General Fund Restricted	11,158.68	0.00	11,158.68	92*0524519	92*0524552
67679	General Fund Restricted	30,667.32	0.00	30,667.32	92*0524561	92*0524578
67680	General Fund Restricted	1,709.79	0.00	1,709.79	92*0524579	92*0524602
67681	General Fund Restricted	82,432.74	0.00	82,432.74	92*0524610	92*0524645
67682	General Fund Restricted	6.00	0.00	6.00	92*0524651	92*0524651
67688	General Fund Restricted	13,200.05	0.00	13,200.05	92*0524669	92*0524690
67689	General Fund Restricted	56,420.59	0.00	56,420.59	92*0524706	92*0524735
67690	General Fund Restricted	1,419.43	0.00	1,419.43	92*0524736	92*0524737
67696	General Fund Restricted	71,133.55	0.00	71,133.55	92*0524752	92*0524777
67697	General Fund Restricted	269,131.78	0.00	269,131.78	92*0524786	92*0524798
67698	General Fund Restricted	292,834.42	0.00	292,834.42	92*0524799	92*0524810
67702	General Fund Restricted	11,568.69	0.00	11,568.69	92*0524819	92*0524849
67703	General Fund Restricted	9,059.25	0.00	9,059.25	92*0524850	92*0524858
67708	General Fund Restricted	36,004.25	0.00	36,004.25	92*0524871	92*0524904
67709	General Fund Restricted	1,015.10	0.00	1,015.10	92*0524912	92*0524919
67710	General Fund Restricted	459.00	0.00	459.00	92*0524920	92*0524922
67711	General Fund Restricted	1,774.48	0.00	1,774.48	92*0524929	92*0524929
67712	General Fund Restricted	1,454.50	0.00	1,454.50	92*0524932	92*0524933
67713	General Fund Restricted	59.50	0.00	59.50	92*0524934	92*0524934
67720	General Fund Restricted	24,367.12	0.00	24,367.12	92*0524995	92*0525037
67721	General Fund Restricted	9,554.64	0.00	9,554.64	92*0525039	92*0525057
67722	General Fund Restricted	13,310.48	0.00	13,310.48	92*0525064	92*0525068
67727	General Fund Restricted	27,708.16	0.00	27,708.16	92*0525089	92*0525120
67728	General Fund Restricted	202,215.02	0.00	202,215.02	92*0525122	92*0525163
Total Fund 12 General Fund Restricted		\$1,741,547.69	\$154,996.50	\$1,586,551.19		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67655	GF Unrestricted One-Time Func	487.49	0.00	487.49	92*0524245	92*0524245
67659	GF Unrestricted One-Time Func	3,150.93	0.00	3,150.93	92*0524258	92*0524273
67662	GF Unrestricted One-Time Func	1,028.00	0.00	1,028.00	92*0524324	92*0524324
67672	GF Unrestricted One-Time Func	2,234.45	0.00	2,234.45	92*0524452	92*0524481
67674	GF Unrestricted One-Time Func	33.45	0.00	33.45	92*0524497	92*0524497
67675	GF Unrestricted One-Time Func	89.31	0.00	89.31	92*0524537	92*0524537
67696	GF Unrestricted One-Time Func	32,109.50	0.00	32,109.50	92*0524749	92*0524768
67698	GF Unrestricted One-Time Func	10,607.92	0.00	10,607.92	92*0524804	92*0524813
67702	GF Unrestricted One-Time Func	121.18	0.00	121.18	92*0524825	92*0524825
67721	GF Unrestricted One-Time Func	8,469.00	0.00	8,469.00	92*0525043	92*0525052
67727	General Fund Unrestricted	9,757.92	0.00	9,757.92	92*0525096	92*0525097
67728	GF Unrestricted One-Time Func	974.00	0.00	974.00	92*0525138	92*0525138
Total Fund 13 GF Unrestricted One-Time		\$69,063.15	\$0.00	\$69,063.15		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67558	Child Development Fund	0.00	5.00	-5.00	92*0523002	92*0523002
67653	Child Development Fund	593.60	0.00	593.60	92*0524227	92*0524230
67656	Child Development Fund	1,173.43	0.00	1,173.43	92*0524252	92*0524252
67661	Child Development Fund	253.04	0.00	253.04	92*0524321	92*0524321
67664	Child Development Fund	192.50	0.00	192.50	92*0524345	92*0524345
67669	Child Development Fund	5.00	0.00	5.00	92*0524436	92*0524436
67676	Child Development Fund	2,023.49	0.00	2,023.49	92*0524553	92*0524554
67683	Child Development Fund	35.00	0.00	35.00	92*0524663	92*0524663
67686	Child Development Fund	1,225.25	0.00	1,225.25	92*0524666	92*0524666
67691	Child Development Fund	7,729.00	0.00	7,729.00	92*0524738	92*0524738
67692	Child Development Fund	105.00	0.00	105.00	92*0524739	92*0524739
67700	Child Development Fund	211.12	0.00	211.12	92*0524815	92*0524815
67714	Child Development Fund	373.24	0.00	373.24	92*0524935	92*0524942
67717	Child Development Fund	4,840.73	0.00	4,840.73	92*0524972	92*0524985
67724	Child Development Fund	1,938.42	0.00	1,938.42	92*0525082	92*0525084
Total Fund 33 Child Development Fund		\$20,698.82	\$5.00	\$20,693.82		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67643	Capital Outlay Projects Fund	0.00	25,570.00	-25,570.00	92*0524124	92*0524124
67657	Capital Outlay Projects Fund	6,092.00	0.00	6,092.00	92*0524253	92*0524255
67665	Capital Outlay Projects Fund	78.00	0.00	78.00	92*0524346	92*0524346
67673	Capital Outlay Projects Fund	25,570.00	0.00	25,570.00	92*0524484	92*0524484
67677	Capital Outlay Projects Fund	74,871.60	0.00	74,871.60	92*0524555	92*0524557
67687	Capital Outlay Projects Fund	3,516.00	0.00	3,516.00	92*0524667	92*0524667
67693	Capital Outlay Projects Fund	309,318.14	0.00	309,318.14	92*0524740	92*0524745
67699	Capital Outlay Projects Fund	5,548.80	0.00	5,548.80	92*0524814	92*0524814
67705	Capital Outlay Projects Fund	18,217.00	0.00	18,217.00	92*0524865	92*0524867
67715	Capital Outlay Projects Fund	112,735.00	0.00	112,735.00	92*0524943	92*0524944
67718	Capital Outlay Projects Fund	3,696.62	0.00	3,696.62	92*0524986	92*0524986
67725	Capital Outlay Projects Fund	2,532.00	0.00	2,532.00	92*0525085	92*0525085
Total Fund 41 Capital Outlay Projects Fun		<u>\$562,175.16</u>	<u>\$25,570.00</u>	<u>\$536,605.16</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67658	Bond Fund, Measure Q	31,340.49	0.00	31,340.49	92*0524256	92*0524257
67670	Bond Fund, Measure Q	1,925,937.29	0.00	1,925,937.29	92*0524437	92*0524438
67678	Bond Fund, Measure Q	40,290.78	0.00	40,290.78	92*0524558	92*0524558
67694	Bond Fund, Measure Q	2,294,933.05	0.00	2,294,933.05	92*0524746	92*0524747
67706	Bond Fund, Measure Q	44,409.00	0.00	44,409.00	92*0524868	92*0524869
Total Fund 43 Bond Fund, Measure Q		<u>\$4,336,910.61</u>	<u>\$0.00</u>	<u>\$4,336,910.61</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67654	Property and Liability Fund	21,830.74	0.00	21,830.74	92*0524231	92*0524231
67684	Property and Liability Fund	613.85	0.00	613.85	92*0524664	92*0524664
67695	Property and Liability Fund	941,163.00	0.00	941,163.00	92*0524748	92*0524748
67701	Property and Liability Fund	954.80	0.00	954.80	92*0524816	92*0524816
67707	Property and Liability Fund	602.10	0.00	602.10	92*0524870	92*0524870
67719	Property and Liability Fund	1,112.44	0.00	1,112.44	92*0524987	92*0524987
67726	Property and Liability Fund	3,122.15	0.00	3,122.15	92*0525086	92*0525086
Total Fund 61 Property and Liability Fund		\$969,399.08	\$0.00	\$969,399.08		

Checks Written for Period 08/01/19 Thru 08/27/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67666	Workers' Compensation Fund	19,352.96	0.00	19,352.96	92*0524347	92*0524347
67685	Workers' Compensation Fund	860,220.00	0.00	860,220.00	92*0524665	92*0524665
Total Fund 62 Workers' Compensation Fu		<u><u>\$879,572.96</u></u>	<u><u>\$0.00</u></u>	<u><u>\$879,572.96</u></u>		

Checks Written for Period 08/01/19 Thru 08/27/19

67671	Student Financial Aid Fund	347,819.00	0.00	347,819.00	92*0524439	92*0524440
Total Fund 74 Student Financial Aid Fund		<u><u>\$347,819.00</u></u>	<u><u>\$0.00</u></u>	<u><u>\$347,819.00</u></u>		

SUMMARY

Total Fund 11 General Fund Unrestricted	3,909,303.52
Total Fund 12 General Fund Restricted	1,586,551.19
Total Fund 13 GF Unrestricted One-Time Fund	69,063.15
Total Fund 33 Child Development Fund	20,693.82
Total Fund 41 Capital Outlay Projects Fund	536,605.16
Total Fund 43 Bond Fund, Measure Q	4,336,910.61
Total Fund 61 Property and Liability Fund	969,399.08
Total Fund 62 Workers' Compensation Fund	879,572.96
Total Fund 74 Student Financial Aid Fund	347,819.00
Grand Total:	<u><u>\$12,655,918.49</u></u>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD REPORT - INTRAFUND AND INTERFUND TRANSFERS
From 07/01/2019 To 08/27/2019
Board Meeting on 09/09/2019**

BACKGROUND

Intrafund transfers are the transfers of monies within a fund of the district. Interfund transfers are the transfers of monies between funds of the district.

ANALYSIS

This listing provides details on each intrafund and interfund transfer for the period and funds indicated.

INTRAFUND TRANSFERS

<u>Date</u>	<u>Reference#</u>	<u>Description</u>	<u>Amount</u>
08/13/19	J055361	To reverse expense write-off	726.86
08/13/19	J055363	To reverse expense write-off	571.91
08/13/19	J055365	To reverse expense write-off	826.86
08/13/19	J055367	To reverse expense write-off	934.45
08/13/19	J055368	To write-off expense	589.67
08/13/19	J055370	To write-off expense	38.37
07/01/19	J055433	Underspent BSI FD 11 to FD 12	8.14

RECOMMENDATION

It is recommended the Board approve the intrafund and interfund transfers as presented.

4.2 (1)

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

To:	Board of Trustees	Date: September 9, 2019
Re:	Approval of the 2019/2020 Adopted Budget	
Action:	Request for Approval	

BACKGROUND

In accordance with the California Code of Regulations, Title 5, Sections 58301 and 58305(c), the governing board of each community college district shall hold a public hearing and adopt a final budget by September 15th of each year. At the Board meeting of August 12, 2019, the Board of Trustees took action to set this public hearing at the September 9, 2019 meeting. The General Fund proposed Adopted Budget has been reviewed and unanimously recommended by both the Fiscal Resources Committee and District Council.

ANALYSIS

A full bound copy of the 2019/2020 proposed Adopted Budget was available for public display and review September 4th through September 6th at the District Office, 2323 N. Broadway, on the 4th floor reception area between the hours of 8:00 a.m. and 5:00 p.m. and has been provided for your review. It contains a balanced budget for all District funds. Furthermore, the Chancellor's Message can be found on Page 3 and provides an overview of the major assumptions used in the budget development process. On June 27th Governor Newsom signed his first state budget, which continues to make major changes to the Student Centered Funding Formula (SCFF) that was adopted in 2018/2019. Unfortunately, due to these adjustments, funding continues to be volatile and fluctuates each time budget information is shared from the State Chancellor's Office. All the District can count on for 2019/2020 apportionment revenue is the hold harmless provision, which keeps districts funded at the 2017/2018 Total Computational Revenue level plus the 2018/2019 Cost of Living Adjustment (COLA) of 2.71% and the 2019/2020 COLA of 3.26%. Therefore, this proposed budget includes only what we know at this time. As updates become known, we will bring budget updates to the Board. The 2019/2020 proposed Adopted Budget PDF can be found at the following link pending Board approval:
<https://www.rscsd.edu/Departments/Business-Operations/Pages/Budget.aspx>.

RECOMMENDATION

It is recommended that the Board of Trustees approve the 2019/2020 Adopted Budget as presented.

Fiscal Impact:	As presented in Adopted Budget	Board Date: September 9, 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:	Marvin Martinez, Chancellor	

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

To:	Board of Trustees	Date:	September 9, 2019
Re:	Approval of Amendment to Agreement with Facilities Planning & Program Services, Inc. - Planning and Project Management Services		
Action:	Request for Approval		

BACKGROUND:

This is an amendment to an existing agreement for additional services. On July 17, 2017, the Board of Trustees approved an agreement with Facilities Planning & Program Services, Inc. (FPPS) for planning and project management services. The proposed amendment is needed to cover additional consulting services requested by the Colleges. The consultant completed a grounds landscaping assessment at Santiago Canyon College in 2018 which outlined and provided recommendations on how to transition these operations to new district employee staff in lieu of utilizing contracted vendors for landscape and grounds maintenance. The amendment is needed to cover on-going assistance with training and assisting college staff with the transition from contracted services to in-house classified employees as this is currently in progress.

Additionally, Santa Ana College is requesting on-going consulting services to undertake 1) an assessment study for campus maintenance and grounds services, 2) a custodial time and motion study of the Child Development Center site on campus, and 3) update the custodial operations assessment study to incorporate the new Science Center, Johnson Student Center and Health Sciences buildings. The campus is interested in undertaking a comprehensive assessment of campus-wide services for maintenance and operations and review recommendations for future planning purposes, and desires to continue with professional development activities that include on-going training for employees. Some of the tasks the consultant shall be required to undertake will involve assessing personnel workloads and duties, schedules of maintenance and operational activities, conduct interviews and surveys, assess inventory of tools, equipment and supplies, compare in-house employee work to contracted services work, review of policies and procedures, and develop an observation, assessment and recommendation report for the college. To see the original agreement, please [click here](#).

ANALYSIS:

The amendment is to increase the contract by a total of \$150,000 which is further broken down as follows: 1) additional training and transitional landscape/grounds consulting services for college staff at Santiago Canyon College in the amount not to exceed \$10,000; and 2) conduct an assessment of maintenance, operations and landscape/grounds services at Santa Ana College in the amount not to exceed \$140,000. The amendment is to increase the Year 3 annual contract with FPPS in the amount of \$150,000. The existing Year 3 agreement is \$789,600 and the new

total not to exceed amount will be \$939,600. All other terms and conditions of the original contract, previously approved hourly staffing rates, and any amendments shall remain in effect and unchanged.

The consultant was selected as a result of previous Request for Qualifications (RFQ) #1617-161 and Request for Proposals (RFP) #1617-167 for Program Planning and Project Management Services which was advertised in 2016-2017 and the services to be provided include assisting with project planning, design management, assistance with bidding and procurement, and various project management services covering a wide range of capital facility improvement projects.

The District has reviewed the fee and it is reasonable and within industry standards.

This agreement is funded by Capital Outlay Funds and Campus Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amendment to agreement with Facilities Planning & Program Services, Inc. - planning and project management services as presented.

Fiscal Impact:	\$150,000	Board Date: September 9, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services Bart Hoffman, Vice President of Administrative Services at Santa Ana College Arleen Satele, Vice President of Administrative Services at Santiago Canyon College	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

Board Agreement Summary

Board Date: 9/9/19

Project: Planning and Project Management Services

Site: **District-Wide**

Consultants: **Facilities Planning & Program Services, Inc.**

Type of Service: Planning and Project Management Services

Agreement Summary	Amount	Duration		Board Approval Date
		Start	End	
Annual Years 1 & 2	\$895,490.00	8/1/2017	6/30/2019	7/17/2017
Amendment #1	\$285,000.00		6/30/2019	4/23/2018
Amendment #2	\$196,250.00		6/30/2019	10/29/2018
Total Annual Years 1 & 2	\$1,376,740.00		6/30/2019	
Annual Renewal Year 3	\$789,600.00		6/30/2020	
Amendment #3	\$150,000.00		6/30/2020	9/9/2019
Total Annual Year 3	\$939,600.00		6/30/2020	
Total Agreement Amount	\$2,316,340.00			

AGREEMENT NO. 0235.00/ DESCRIPTION:

Amendment #3 is for additional campus requested assistance for Santiago Canyon College grounds/landscape training, and maintenance, operations and custodial assessments at Santa Ana College.

This agreement #0235.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

Total Year 3 Proposed Amendment #3 Amount: \$150,000.00

Contract End Date: 6/30/2020

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

To:	Board of Trustees	Date: September 9, 2019
Re:	Approval of Change Order #1 - R Dependable Construction Inc. for Bid #1370 – Learning Resources Center (LRC) Drywall Repair at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On May 28, 2019, the Board of Trustees approved a contract with R Dependable Const Inc. for the Learning Resources Center (LRC) drywall repair project at Santiago Canyon College. The building was constructed in 2004-2006 and over time cracks appeared on drywall located in first floor offices and in second floor reading rooms which had increased in size. The District hired structural engineers to investigate the issue to determine the cause. It was determined in 2018 that the drywall surface cracking was superficial and did not pose a safety concern but it appeared the drywall was not originally installed with the proper wall attachment in these locations. The District requested that the structural engineer provide the attachment details to mitigate the drywall surface cracking to correct the problem so that the District can undertake a proper repair. The corrective action involved removing portions of the drywall in the affected areas, installing the wall attachment detail per the structural engineer’s recommendation and replacing with new drywall. The District proceeded with the corrective work to fix the drywall in these locations so it would not continue to be a pervasive aesthetic problem for the users in the Library building. The project consisted of the repair of the distressed/cracked non-bearing partition walls in the LRC at the first floor offices and second floor reading rooms. The repair work included the installation of new drywall, slip track and paint.

ANALYSIS:

Change Order #1 decreases the contract amount by \$23,721, which is a credit back to the District for an unused allowance related to unforeseen work. The District allowance was for additional demolition required due to unforeseen conditions requiring further repair; additional ceiling tiles that run along the soffits; work related to additional framing and drywall extending from what is shown on the plans; and additional painting, carpeting and wall base. The contract amount has been decreased from \$154,000 to \$130,279. Pursuant to Board Policy and Administrative Regulation 6600, it is recommended that the Board of Trustees approve the change order.

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

This project was funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #1 - R Dependable Construction Inc. for Bid #1370 – Learning Resources Center (LRC) Drywall Repair at Santiago Canyon College as presented.

Fiscal Impact:	\$23,721 Credit	Board Date: September 9, 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:	Marvin Martinez, Chancellor	



Board Date: September 9, 2019
Project/Bid No. 3803/1370
Site: Santiago Canyon College
Change Order (CO) No. : 1

Project Name: Learning Resource Center (LRC) Drywall Repairs
Contractor: R Dependable Const Inc.
Contract No.: 19.137

Contract Schedule Summary					
Notice to Proceed Date	Original Contract Duration (Days)	Original Contract Completion Date	Previous Extension Days Approved	Proposed CO Days Requested	New Revised Completion Date
06/10/19	44	07/24/19	0	0	7/24/2019

Change Order Summary			
Description	Number	Amount	% of Contract
Original Contract Amount		\$154,000.00	
Previous Change Orders	0	\$0.00	0.0%
This Change Order	0	(\$23,721.00)	-15.4%
Total Change Order (s)		(\$23,721.00)	-15.4%
Revised Contract Amount		\$130,279.00	

Items in Change Order						
Item No.	Description	Reason	Ext. Day	Credit	Add	Net
1	Deductive change order for the unused District allowance. The change order will result in a credit to the contract amount. The District allowance was for additional demolition required due to unforeseen conditions requiring further repair; additional ceiling tiles that run along the soffits, work related to additional framing and drywall extending from what is shown on the plans; and additional painting, carpeting and wall base.	5	0	(\$23,721.00)	\$0.00	(\$23,721.00)
Subtotal				(\$23,721.00)	\$0.00	(\$23,721.00)
Grand Total						(\$23,721.00)

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

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

To:	Board of Trustees	Date: September 9, 2019
Re:	Accept the Completion of Bid #1370 – Learning Resources Center (LRC) Drywall Repair at Santiago Canyon College and Approve Recording a Notice of Completion	
Action:	Request for Acceptance and Approval	

BACKGROUND:

On May 28, 2019, the Board of Trustees approved a contract with R Dependable Const Inc. for Bid #1370 for the Learning Resources Center (LRC) drywall repair project at Santiago Canyon College. The project was completed on July 24, 2019.

ANALYSIS:

The District, upon approval by the Board of Trustees, will record a Notice of Completion with the office of the Orange County Clerk-Recorder, as outlined under California Civil Code §9204. Total cost of the project was \$130,279.

This project was funded by Capital Outlay Funds.

RECOMMENDATION:

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

Fiscal Impact:	N/A	Board Date: September 9, 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:	Marvin Martinez, Chancellor	

RECORDING REQUESTED BY:
Rancho Santiago Comm. College District
2323 N. Broadway
Santa Ana, CA 92706-1640

AND WHEN RECORDED MAIL TO:

Carri Matsumoto
Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706-1640

THIS SPACE FOR RECORDER'S USE ONLY

NO FEES CHARGED PER GOVERNMENT CODE §27383

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2323 N. Broadway
Santa Ana, CA 92706-1640

NOTICE OF COMPLETION

Notice is hereby given, pursuant to the provisions of Section §9204 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as Santiago Canyon College, located 8045 East Chapman Avenue, Orange, caused improvements to be made to the property to with: Bid #1370 for Learning Resources Center (LRC) Drywall Repair at Santiago Canyon College, the contract for the doing of which was heretofore entered into on the 29th day of May, 2019, which contract was made with R Dependable Const Inc., PO 19-P0057281 as contractor; that said improvements were completed on the 24th day of July, 2019 and accepted by formal action of the governing Board of said District on the 9th day of September, 2019; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is Allegheny Casualty Company.

I, the undersigned, say: I am the Vice Chancellor - Business/Fiscal Services of the Rancho Santiago Community College District the declarant of the foregoing notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2019 at Santa Ana, California.

Rancho Santiago Community College District of Orange County, California

by _____

Peter J. Hardash, Vice Chancellor
Rancho Santiago Community College District

State of California
County of Orange

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

Notary Signature _____ (Seal)

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

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

To:	Board of Trustees	Date: September 9, 2019
Re:	Ratification of Agreement with Team Inspections – Project Inspector Services for the Safety Department Portable Offices at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

This is a new agreement for project inspector services for the new Safety Department portable offices project at Santiago Canyon College. In accordance with the Division of the State Architect (DSA) Construction Oversight Process, 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.

On April 16, 2019, the Board of Trustees previously approved a contract for DSA project inspector services with the firm H.B.I. Inspections. The District released the inspector with H.B.I. Inspections effective August 22, 2019. The project is currently in construction and replacement of these inspection services is imminent to avoid causing delay impacts to the contractor’s currently scheduled activities on site. The new agreement with Team Inspections was effective beginning August 23, 2019 and is a ratification of approval to not cause delay as the project is required to have continuous inspection services which is required under code. The DSA field inspector and architect have approved the new Class 1 inspector with Team Inspections and the required DSA forms for the new inspector have been submitted.

The project inspector services shall consist of all on-site inspections of the project and all inspection related activities, in compliance with the contract documents and code requirements. DSA inspection services are required under California Education Code Sections 17309, 17311, 81141, 81143 and Sections 4-333 and 4-342 of Title 24 of the California Code of Regulations.

ANALYSIS:

A Request for Qualifications (RFQ) #1819-247 for DSA project inspector services for various facilities improvement projects district-wide was re-advertised and opened on April 3, 2019. In an effort to increase the number of pre-qualified DSA inspection firms, the District has the RFQ solicitation open until further notice to allow interested firms to submit their statement of qualifications proposals to the District for consideration to become a pre-qualified firm due to a shortage and lack of available qualified DSA inspectors in the industry at this time.

The District requested proposals from prequalified firms Knowland Construction Services (Rancho Palos Verdes) and Team Inspections (Riverside) based on availability of DSA

inspectors with their firms. A screening panel convened on May 15, 2019 to review the proposals and interviewed DSA inspectors with Knowland Construction Services and Team Inspections. The panel recommends Team Inspections by consensus after a thorough review based upon the culmination of their RFQ response, experience, team members, reference checks, approach to the project, hourly rate, and interview performance. The selection was also based on consideration of the construction schedule, familiarity with the scope of work, and type of inspection needed for the project. It is recommended that the District enter into an agreement with Team Inspections for project inspector services for the new Safety Department portable offices project at Santiago Canyon College.

The services covered by this agreement shall commence August 23, 2019 and end June 30, 2020. The contract is an hourly not to exceed fee of \$57,000 based off a Class 1 inspector rate of \$98.00 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 ratify the agreement with Team Inspections – Project Inspector Services for the Safety Department Portable Offices at Santiago Canyon College as presented.

Fiscal Impact:	\$57,000	Board Date: September 9, 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:	Marvin Martinez, Chancellor	

Board Agreement Summary

Board Date: 9/9/19

Project: Safety Department Portable Offices

Site: **Santiago Canyon College**

Consultants: Team Inspections

Type of Service: Project Inspector Services

Agreement Summary	Amount	Reimbursables	Start	Duration	End
Original Contract Amount	\$57,000.00		8/23/2019		6/30/2020
Total Agreement Amount	\$57,000.00				

AGREEMENT NO: 0361.00/ DESCRIPTION:

This agreement #0361.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$57,000.00**

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

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

To:	Board of Trustees	Date: September 9, 2019
Re:	Approval of Professional Services Agreement with The Scanning Company	
Action:	Request for Approval	

BACKGROUND:

In the Fall of 2018, the Purchasing Services Department, on behalf of RSCCD, requested information and quotes from local scanning companies to serve as a pilot program for the scanning and electronic storage of purchase orders in an effort to minimize the storage of paper files currently in a storage facility. Converting paper files to electronic files supports the goals of the RSCCD Sustainability Resources Committee to reduce the use of printed paper, minimizes cost of storing records off site, and allows for easily accessible and secured cloud-based storage.

The Scanning Company in Brea, CA provided the District competitive pricing for scanning and indexing, quality control, digitizing information into pdf format, cloud based storage for up to 90 days, shredding, and pick-up/delivery of files.

ANALYSIS

The District contracted with The Scanning Company for Phase I, which included the scanning of purchase orders for fiscal years 2015-2018 at an approximate cost of \$5000. Phase I is now complete. Phase II includes the process of converting Facility Planning project files into electronic files. Once Phase II is completed, the process will be evaluated to determine rolling out the project district-wide over the next several years.

The District requests the approval of the Board of Trustees to continue utilizing the services of The Scanning Company on an as needed basis for the period of August 13, 2019, through June 30, 2020. The negotiated rate for a standard size packing box measuring approximately 16" x 12" x 10" is \$165 per box, not to exceed \$25,000.

This project will be funded by the Purchasing Services and Facility Planning operating budgets.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Professional Services Agreement with The Scanning Company as presented.

Fiscal Impact:	Not to Exceed \$25,000	Board Date: September 9, 2019
Prepared by:	Linda Melendez, Director, Purchasing Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706 and The Scanning Company, having its principal business address located at 570 W. Lambert Road, Suite C, Brea CA 9282 hereinafter called (“Contractor”).

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

District and Contractor are also referred to collectively as the “Parties” and individually as “Party.”

WHEREAS, District is authorized to contract with persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, administrative, or other related matters; and

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor represents that it is specially trained, experienced, properly certified/licensed and competent to perform the services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, in consideration of the Recitals and mutual covenants provided in this Contract, District and Contractor agree as follows:

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on September 10, 2019, whichever is later, and shall continue in full force and effect thereafter until and including June 30, 2020 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
 - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the

date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.

- D. Contractor Licensing, etc.: Notwithstanding any other provision herein, District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, certification, insurance, or certificate that Contractor must hold to provide services under this Contract or in the event of filing for bankruptcyTermination.
- E. In the event of early termination, District shall compensate Contractor only for work satisfactorily rendered to the date of termination. District shall not be liable for any direct, indirect, or consequential damages
- F. All finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District.
- G. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor’s noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor.

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor’s performance of the Work under this Agreement, a total amount not to exceed Twenty Five Thousand Dollars (\$25,000) (“Contract Amount”). Additional details are specified in **Exhibit A.**
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District’s obligations to compensate Contractor for services, shall solely be governed by **Exhibit A.** Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A.** District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A,** Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District’s Purchase Order number, and Contractor’s Taxpayer Identification Number. Invoices shall be paid on a “net 30-day basis” for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed “Request for Taxpayer Identification Number and Certification” (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of

California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

5. Independent Contractor. By its signature on this Contract, Contractor acknowledges and agrees that the Services to be performed under this Contract are those of an independent contractor, and that Contractor is solely responsible for the Services and any other work performed as a result of this Contract. Contractor represents and warrants that Contractor, its subcontractors, and their employees, and agents are not officers, agents, or employees of District. Contractor acknowledges and agrees any personnel performing the Services under this Contract shall at all times be under Contractor's exclusive direction and control, and that Contractor is solely responsible for payment of all compensation, wages, salaries, benefits, and other amounts due to such personnel. Contractor further acknowledges and agrees that Contractor shall be solely responsible for all federal, state, and local taxes and any and all fees applicable to any Services performed under this Contract, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

6. Use of Subcontractors. Contractor shall not delegate, by contract, agreement or otherwise, any services or tasks required under this Contract to any other person or entity without the express written permission of District by executed addendum. Consent to any subcontract may be withheld by District at its sole and unrestricted discretion. District shall not be obligated to pay for any services or work performed by an unauthorized person or entity. Contractor shall at all times during the term of this agreement remain fully and independently responsible and liable to District for the full and complete performance of the terms and conditions of this Contract. Contractor shall be responsible for ensuring that all subcontractors independently satisfy all of the requirements of Contractor under this Contract, including but not limited to the insurance and indemnification provisions of this Contract, unless otherwise agreed in writing by the District. Prior to performance of Services by any subcontractor, the subcontractor shall provide District with evidence of all insurance, certificates, forms, and licenses required by this Contract.

7. Trademark/Logo Use. Contractor must obtain written approval from the District to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, the District will furnish Contractor with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Contractor's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Contractor shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

8. Ownership of Property. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and

use or re-use, in whole or in part, and to authorize others to do so, all such work products. District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

9. Indemnification/Hold Harmless.

- a. To the fullest extent allowed by law, Contractor shall defend, indemnify and hold District, its officials, trustees, officers, agents, employees, volunteers, and representatives (“Indemnitees”) free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively “Loss”) to the extent arising out of or incident to: 1) Contractor or any subcontractor’s failure to fully comply with or breach of any of the terms and conditions of this Contract, or 2) any acts, omissions, negligence or willful misconduct of Contractor, any subcontractor, and their officials, officers, employees, and agents arising out of or in connection with the performance of Services or otherwise arising from this Contract (“Indemnification”).
- b. Contractor’s Indemnification includes, but is not limited to, the payment of all damages and attorney’s fees, fines, penalties and other related costs and expenses. The only limitations on this provision shall be those imposed by Civil Code § 2782, as may be applicable, or other applicable provisions of law.
- c. Contractor’s defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnitees, and the defense shall be paid at Contractor’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.

10. Insurance Requirements. Contractor (and all subcontractors) agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverage from an admitted carrier in the State of California with an AM Best Rating of A-VII or higher:

- a. Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) aggregate and must include coverage for property damage, bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured Contract (including tort of another assumed in a business contract), and independent contractor’s liability, written on an "occurrence" form;
- b. Business Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000). (Business Auto Liability is required when a vendor is operating a vehicle on District premises for other than commute purposes or the vehicle is an integral part of their services).
- c. Workers' Compensation insurance. This coverage is required unless Contractor provides written verification it has no employees. Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. Contractor must also maintain Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. as required by statutory insurance requirement of the State of California;

Other Insurance Requirements

- Contractor agrees to name District, District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy (ies).
- The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation.
- Contractor's Insurance to be Primary. Any insurance or self-insurance maintained by the District, its board of trustees, officials, employees, volunteers, and agents shall be excess of the Contractor's insurance and shall not contribute with it.
- Contractor shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. All certificates must be delivered before Work is to commence. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.
- Waiver of Subrogation. Contractor hereby grants to District, its board of trustees, employees, volunteers, and agents a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District, its board of trustees, officials, employees, volunteers, and agents by virtue of the payment of any loss under such insurance. Contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District, its board of trustees, officials, employees, volunteers, and agents have received a waiver of subrogation endorsement from the insurer.
- An Umbrella Liability policy (or Excess Liability) may be used to provide additional Commercial General Liability, Automobile Liability, and Employers' Liability limits to meet District's minimum coverage requirements provided all requirements set forth herein are fully satisfied with respect to such policy.
- If Contractor maintains broader coverage and/or higher limits than the minimums required herein, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

11. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express, written approval of the District.

12. Compliance with Applicable Laws. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

13. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Work pursuant to this Agreement.

14. Professional Practices. All Work provided pursuant to this Agreement shall be provide in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that

Confidential Information 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 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.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

16. Entire Agreement/Amendment. When signed by both Parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the Parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

17. Non-Discrimination. Contractor represents that it is an equal opportunity employer and acknowledges that it shall not subject any person to unlawful discrimination based on race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, or political affiliation in programs, activities, services, benefits, or employment in connection with this Contract. Contractor agrees not to discriminate on any of these bases in its employment or personnel policies, including but not limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

18. Non-Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this Agreement:

District: Rancho Santiago Community College District
Attn: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
2323 N. Broadway
Santa Ana, Ca 92706

With a copy to: (District Department Responsible for Contract)
Linda Melendez
Director, Purchasing Services
2323 N. Broadway
Santa Ana, CA 92706

Contractor: The Scanning Company
570 W. Lambert Road, Suite C
Brea, CA 92824

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Exhibits. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof.

22. Interpretation. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.

23. Conflict of Interest. Contractor hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Contractor has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii) Contractor has no business or financial interests which are in conflict with Contractor's obligations to District under this Agreement; and (iii) Contractor shall not employ in the performance of Work under this Agreement any person or entity having any such interests.

24. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.

25. Time is of the Essence. Time is of the essence and Contractor shall perform the services required by this Agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement.

26. Accessibility of Information Technology. Contractor hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Contractor further agrees to indemnify and hold harmless District from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.

27. Force Majeure. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes or other natural disasters.

28. Failure to Perform. As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then District, after giving seven days' written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both Parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor,

for these substitute goods or services.

29. Dispute Resolution.

Negotiation. Any dispute that Contractor may have regarding the performance of this Contract, including, but not limited to, claims for additional compensation, shall be submitted to District within 30 days of its occurrence. District and Contractor shall attempt to negotiate a resolution of such dispute and process an amendment to this Contract to implement the terms of such resolution.

Mediation. If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be resolved through direct discussions, the Parties agree to first endeavor to resolve the dispute in an amicable manner by non-binding mediation under the applicable rules of the Judicial Arbitration and Mediation Service (JAMS), or other similar organization mutually selected by the Parties. If any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, remains after mediation, the matter shall be determined in a court of law of proper jurisdiction in the District's place of venue.

If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of the mediated settlement. Each party agrees to bear an equal quota of the expenses of the mediator.

A party that refuses to participate in mediation or refuses to participate in the selection of a mediator cannot file a legal action. The non-refusing party shall be permitted to file a legal action immediately upon the other party's refusal to participate in mediation or the selection of a mediator.

30. Amendments. This Agreement may be amended only by written instrument signed by both District and Contractor which writing shall state expressly that it is intended by the parties to amend the terms and conditions of this Agreement.

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

32. Certification Regarding Debarment, Suspension or Other Ineligibility. (Applicable to all agreements funded in part or whole with federal funds).

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility

33. Gift Ban Policy. The District has a Gift Ban Policy ([BP 3821](#)) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding

the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's [website](#).

34. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor, Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: _____

Print Title: _____

Date: _____

Exhibit A

Scope of Work and Detailed Schedule of Payment.

The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof.

Scanning process involves:

Scanning and indexing of documents

Saving digital information in PDF format

Quality control

OCR

No re-assembling of files will be required.

All files can be held for 90 days after scanning at no additional charge. RSCCD then has the option to have their files returned to them or have the files sent for shredding. The Scanning Company uses a 3rd partner NAID certified vendor for shredding. Third party shredding company will provide a certificate of destruction

Preparation of Documents:

All documents will be removed from clips.

All staples will be removed from documents.

All posted notes and odd size documents will be taped to a clean sheet of letter sized paper.

Scanning and Indexing of Documents:

Paper documents will be scanned and converted to digital information.

All scanning will be done in black and white at 300 dpi.

All indexing information must be legible.

All documents will be scanned in the original position they are found.

The Scanning Company will not be responsible for files that contain documents that were misfiled by RSCCD.

Quality Control:

All electronic documents will be viewed for accuracy.

Any documents that have not been scanned properly will be re-scanned.

The Scanning Company can provide these services at:

\$165.00 per standard size 16 inch letter size packing box measuring approximately 16 in. x 12 in. x 10 in.

Off-site scanning only, price includes pick-up

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

To:	Board of Trustees	Date: September 9, 2019
Re:	Approval of Request for Proposal (RFP) #1351-Satellite Coffee Cart Services	
Action:	Request for Approval	

BACKGROUND

For more than twenty-years, Santa Ana College (SAC) Auxiliary Services has provided coffee cart services to students, faculty and staff. The contract with the current vendor has been in place for more than five years. The District issued a Request for Proposal (RFP) to secure a contract with a qualified Service Provider to supply Satellite Coffee Cart Services on campus to offering coffee, tea, milk products and prepackaged pastries. The College is seeking to partner with a Service Provider who has a commitment and record of providing exemplary customer service as well as outstanding product quality. The Service Provider shall meet our student, faculty and staff needs on a day-to-day basis and adjust services as required.

ANALYSIS

The RFP was sent to two hundred and twenty-three (223) food and beverage providers, was advertised on April 4 and 8, 2019 and was made available on the District website. A mandatory site visit was held on April 9, 2019. Five (5) firms attended, with three (3) providing proposals. The deadline for submitting proposals was April 26, 2019. The following submitted a proposal:

Proposer	Corporate Office	Score
Sheera LCC, DBA Sheera Express	Beverly Hills, CA	372
The Drip Coffee	Irvine, CA	340
Scotty D's Jamaican Coffee	Cypress, CA	181

An evaluation committee comprised of the SAC Director of Auxiliary Services, a faculty representative, a classified employee representative and a student representative reviewed and scored the proposals. Scores included reference checks, proposal requirements and elements, and the estimated campus income. The two firms with the highest scores were interviewed. Proposers were given the opportunity to provide a presentation, discuss their business practices and philosophies, commitment to students and education as well as products and service offerings.

After thorough review of the proposal and their presentation, it was determined that Sheera LLC, DBA Sheera Express has the required years of experience, product offerings, pricing and overall corporate culture to meet the needs of the SAC campus. With an emphasis on product quality, variety, pricing and sustainable practices, the committee unanimously agreed to recommend awarding RFP #1351 to Sheera Express.

The College is only responsible to provide water, electricity and a physical location to install their cart. The fiscal impact to the College is minimal.

RECOMMENDATION

It is recommended that the Board of Trustees approve the award of RFP #1351-Satellite Coffee Cart Services to Sheera LLC, DBA Sheera Express, as presented.

Fiscal Impact:	\$12,000 Est. Revenue Per Fiscal Year	Board Date: September 9, 2019
Prepared by:	Linda Melendez, Director, Purchasing Services and Jennie Adams, Director, Auxiliary Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: September 9, 2019
Re:	Approval of Resource Development Items	
Action:	Request for Approval	

ANALYSIS

Items for the following categorically funded programs were developed.

	<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
1.	<p>California Virtual Campus - Online Education Initiative (CVC-OEI) (SAC) Santa Ana College (SAC) submitted a grant proposal to implement online Career Technical Education (CTE) pathways to improve existing online certificates, credentials or programs in at least three program areas: real estate, water utility science, and vocational business. Although the proposal was not selected to be funded, SAC was issued funds to support faculty consultation time provided in the development of the proposal. (19/20). <i>No match required.</i></p>	07/01/2019	\$14,985
2.	<p>Equality Employment Opportunity (EEO) – Diversity Allocation Funds (District) An annual apportionment from the California Community Colleges Chancellor’s Office, in compliance with the California Education Code section 87100 and Title V, allows our District’s Human Resources Department to use EEO funds for the following services: outreach and recruitment; in-service training on equal employment opportunity; accommodations for applicants and employees with disabilities; activities designed to encourage students to become qualified for and seek employment as community college faculty or administrators; and other activities to promote equal employment opportunity. (19/20). <i>No match required.</i></p>	07/01/2019	\$45,000

RECOMMENDATION

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

Fiscal Impact:	\$59,985	Board Date: September 9, 2019
Prepared by:	Maria N. Gil, Senior Resource Development Coordinator	
Submitted by:	Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

SPECIAL PROJECT DETAILED BUDGET #2525
NAME: California Virtual Campus - Online Education Initiative (Santa Ana College)
FISCAL YEAR 2019/2020

CONTRACT PERIOD: 07/01/2019 - 6/30/20
CONTRACT AWARD: \$14,985
PRIME SPONSOR: Foothill-De Anza CCD
FISCAL AGENT: Rancho Santiago CCD
RFA No.: N/A

PROJ ADM: Dr. Jeffrey Lamb
PROJ DIR: Cherylee Kushida
Date: 08/23/2019

GL Account String	Description	New Budget	
		Debit	Credit
12-2525-000000-10000-8659	Other Reimb Categorical Allow :		14,985
12-2525-602000-15054-1483	Beyond Contr - Reassigned Time	12,198	
12-2525-602000-15054-3115	STRS - Non-Instructional	2,086	
12-2525-602000-15054-3325	Medicare - Non-Instructional	177	
12-2525-602000-15054-3435	H & W - Retiree Fund Non-Inst	335	
12-2525-602000-15054-3515	SUI - Non-Instructional	6	
12-2525-602000-15054-3615	WCI - Non-Instructional	183	
	Total	14,985	14,985

Getting in the Workforce: Creating and Expanding CTE Certificate Pathways Online

Proposed project summary (2 Pages Maximum).

Santa Ana College (SAC) will build new CTE online certificates and programs. Our focus will be on providing quality online teaching for targeted course offerings that enable students to obtain CTE certificates online in the least amount of time required. The courses selected for the project pertain to regional workforce need areas: Energy/Construction/Utilities, ICT/Digital Media and Retail/Hospitality/Tourism (priority sectors identified by the region), library technology and legal studies (Center of Excellence reports showing a gap between graduates produced and the workforce need for the region), and teacher preparation pathway courses (approved by the region as addressing the need for improving the quality of instruction and to diversify the teaching workforce). CTE workforce needs have informed the program concentrations and the plan to round out existing on-the-ground certificates and programs with online courses to assist students with faster and easier pathways to completion and in-demand jobs.

Santa Ana College has adopted the Online Education Standards & Practices (OESP) @ONE's certification course as our faculty online teaching certification requirement, and utilizes the CVC-OEI's Course Design Rubric as an online course quality standard. This has proven to be an effective tool for self and peer evaluation and alignment. SAC is a member of the CVC-OEI Consortium and has submitted its courses for Quality badging to the Course Design Academy. Our plan is to require local peer reviews and CVC-OEI Course Design Academy Quality badges for all CTE courses developed through this project.

Santa Ana College has been highly successful in work with departments and faculty to provide a planned pathway approach for students. Online course offerings are thoughtfully scheduled with student completion as the guiding priority. Based on prior success with this approach, we will employ the same model of close collaboration with departments to consistently schedule online pathways to enable students to complete certificates or degrees in the shortest amount of time possible.

At Santa Ana College we have three Open Educational Resources/Zero Textbook Cost (OER/ZTC) Degree Pathways, an OER Librarian and a structure for OER usage. In all CTE content, we will look to use these equitable materials for our students. Our registration system allows students to filter their course search by OER and ZTC. Through student use of those filters, we know that students are seeking these highly beneficial materials. Use of OER/ZTC will be promoted for the courses developed through this project, and faculty will be made aware of the OER support services available to them.

What is the primary goal of your proposed project?

Santa Ana College's primary project goal is to build new online certificates, credentials or programs (Track 2).

What are the areas of emphasis for the project proposed in this application? (select no more than three)

Santa Ana College's proposed project focuses on the following areas:

- to fill gaps in existing on-ground certificates, credentials or programs
- to build an online certificate, credential or program that addresses regional workforce needs



Foothill-De Anza Community College District

12345 El Monte Road, Los Altos Hills, CA 94022

Memorandum of Understanding

This Memorandum of Understanding (MOU) is made and entered into on **April 2, 2019** by and between Foothill - De Anza Community College District on behalf of the California Virtual Campus – Online Education Initiative, and Rancho Santiago Community College District on behalf of Santa Ana College.

Whereas, the California Virtual Campus – Online Education Initiative (hereto forward CVC-OEI), operated by the Foothill-De Anza Community College District (as fiscal agent) is an initiative focused on student success in the California Community Colleges through innovative online learning practices;

Whereas, the CVC-OEI oversees the management, competitive and equitable award of funds through the *Improving Online CTE Pathways RFA* (RFA); and understands the importance of allowing participating institutions to obtain initial funding for Grant Planning and Preparation as stipulated in the RFA's Phase 1;

Whereas, Santa Ana College, through submission of a Letter of Intent to participate in the RFA is a recipient of Planning and Development Reimbursements (up to \$15,000) funding for allowable activities in the RFA's Phase 1: Grant Planning & Preparation;

Whereas, conducting college-wide analysis of the programmatic gaps and opportunities to improve online student success leading to increased employability or gains in wages is an important component of developing a responsive application to the RFA and also serves to strategically support future program growth opportunities at participating college(s);

We, the CVC-OEI and Santa Ana College, through this MOU, hereby agree to the following as it pertains to the RFA's Phase 1: Grant Planning & Preparation:

CVC-OEI, recognizing that colleges and districts throughout the CCC system vary in distance education expertise and staffing, will support all eligible institutions in the initial planning and preparation of Applications and Proposals for the *Improving Online CTE Pathways RFA*, by providing Planning and Development Reimbursements funds. As a requirement, grant proposals must fall within at least one of the three approved tracks.

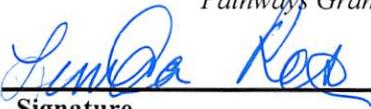
TRACK 1: Improve access to and quality of existing online programs: Key themes emerged during discussions with stakeholders throughout the system. Maximum impact can be achieved not just by creating new online courses or programs, but more importantly by expanding access to existing but locally or regionally-siloed online CTE-oriented programs or certifications – e.g., increase capacity or frequency of sections not available anytime / anywhere; and support colleges to improve the quality, accessibility, and equity of existing offerings.

TRACK 2: Increase the number of online programs that meet workforce needs by filling in gaps within programs – missing content, missing courses; leveraging industry partnerships to create or expand access to online programs; and encourage collaboration between colleges to offer joint programs.

TRACK 3: Support students, faculty, staff and campus leaders by supporting the student groups that could most benefit from expansion of online, by offering targeted support structures.

Santa Ana College must accomplish the following to be eligible for Planning and Development Reimbursements:

1. Engage in a college and/or district analysis of gaps and opportunities related to the three Improving Online CTE Pathways tracks, leading to submission of an Application;
2. Submission of a responsive Application to the RFA that addresses the Improving Online CTE Pathways track(s);
3. Upon submission of Application, submit and invoice the CVC-OEI for actual and allowable costs associated with activities required for the development of a responsive Application. Reimbursable expenditures may not exceed \$15,000 per college and must be substantiated by receipts and/or documentation supporting the expenditures in accordance with the Reimbursement Invoices & Documentation section of the *Improving Online CTE Pathways Grant Program, Application Next Steps & Reference Documents*.





Signature
Linda D. Rose, Ed. D.

Date

Print Name
President

Print Title
Rancho Santiago Community College District

Signature

Date

Print Name

Print Title
Foothill-De Anza Community College District



CONSULTING & LABOR INVOICE

IMPROVING ONLINE CTE PATHWAYS GRANT

BILL FROM

Name:
Company Name:
Street Address:
City, ST ZIP Code:
Phone:

BILL TO

Name: CVC-OEI, ATTN: Pathways Grant
Company Name: FHDA Community College District
Street Address: 12345 El Monte Road
City, ST ZIP Code: Los Altos Hills, CA 94022
Phone: 650-949-6187

NOTE: All *Consulting & Labor Invoices* must be accompanied by individual *Hourly Tracking Logs*.

Consultant / Employee Name	Quantity / Hours	Pay Rate (\$)	Total (\$)
Dumon, Dori	15		785
Sherod, Susan	12		785
Manzano, Rick	14		390
Robinson, Kristen	14		390
Coffman, Jodi	4		785
Peraza, Daniel	11		785
Clark, Stephanie	12		785
Russo, Stacey	7.5		785
Roper, David	20.5		785
Rudd, James	20.5		785
Funaoka, Mary	12		785
Lamourelle, Chantal	9		785
Hardy, Michelle	12		785
Kimmel, Michelle	12		785
Benson, Kyla	20		785
Takahashi, Kathy	33.5		785
Total			15,000

*NOTE: Our college provided set stipends for deliverables—e.g., review of courses and certificates, review of OER/ZTC, assessing preparedness of current faculty, pathway mapping—rather than for hours of work.

SPECIAL PROJECT DETAILED BUDGET #2330
NAME: Equal Employment Opportunity (EEO - Diversity allocation funds)
FISCAL YEAR: 2019/2020

CONTRACT PERIOD: 7/1/19 to 6/30/20

PROJ. ADM.: Tracie Green

CONTRACT INCOME: \$67,194

PROJ. DIR.: E. Marasigan

Carryover from 2018/19 \$22,194

FY 2019/20 Allocations \$45,000

Date: 08/19/19

GL Account	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2330-000000-50000-8629	Other Gen Categorical Appor		-		45,000		45,000
12-2330-000009-50000-8629	Other Gen Categorical Appor		22,194		22,194		-
12-2330-675000-53110-5210	Conference Expenses : Human	2,500		7,000		4,500	
12-2330-676000-53110-4610	Non-Instructional Supplies	250		953		703	
12-2330-676000-53110-4620	Non-Instructional Software	-		1,000		1,000	
12-2330-676000-53110-5100	Contracted Services : Human	-		10,000		10,000	
12-2330-676000-53110-5240	Applicant Travel Reimburse	9,368		10,491		1,123	
12-2330-676000-53110-5300	Inst Dues & Memberships : H	-		750		750	
12-2330-676000-53110-5660	Software Support Service :	500		1,000		500	
12-2330-676000-53110-5920	Personnel Recruiting : Huma	9,576		35,000		25,424	
12-2330-676000-53110-6419	Equip-Software > \$5,000 : H	-		1,000		1,000	
Totals for PROJECT: 2330	Equal Employmnt Opportuni	22,194	22,194	67,194	67,194	45,000	45,000

5.1 (8)

**CALIFORNIA COMMUNITY COLLEGES
MONTHLY PAYMENT SCHEDULE BY DISTRICT
2019-2020 ADVANCE APPORTIONMENT**

EXHIBIT A

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
ORANGE COUNTY**

Programs	Amount Certified	July Payment	August Payment	September Payment	October Payment	November Payment	December Payment	January Payment	Total Paid Thru. January 2020
STATE GENERAL APPORTIONMENT	51,751,947	4,140,156	4,140,156	6,210,233	5,175,195	4,657,675	2,587,597	4,140,156	31,051,168
ACCESS TO PRINT AND ELECTRONIC INFO	21,263	1,701	1,701	2,552	2,126	1,914	1,063	1,701	12,758
ADULT EDUCATION BLOCK GRANT	3,160,444	263,370	263,371	263,370	263,370	263,371	263,370	263,370	1,843,592
APPRENTICE ALLOWANCE	4,550,436	364,035	364,035	546,052	455,044	409,539	227,522	364,035	2,730,262
C.A.R.E.	152,817	12,225	12,226	18,338	15,281	13,754	7,641	12,225	91,690
CALIFORNIA COLLEGE PROMISE	1,678,834	1,678,834	0	0	0	0	0	0	1,678,834
CALWORKS	551,647	44,132	44,132	66,197	55,165	49,648	27,582	44,132	330,988
CHILDCARE TAX BAILOUT	262,059	262,059	0	0	0	0	0	0	262,059
COLLEGE PROMISE GRANTS (BOG FEE WAIVERS ADMIN)	278,496	22,280	22,279	33,420	27,849	25,065	13,925	22,280	167,098
D.S.P.S.	1,669,544	133,564	133,563	200,345	166,955	150,259	83,477	133,563	1,001,726
DEAF AND HARD OF HEARING	113,243	9,059	9,060	13,589	11,324	10,192	5,662	9,060	67,946
DIGITAL COURSE MATERIALS	0	0	0	0	0	0	0	0	0
E.O.P.S.	2,149,791	171,983	171,984	257,974	214,980	193,481	107,489	171,984	1,289,875
EQUAL EMPLOYMENT OPPORTUNITY	45,000	45,000	0	0	0	0	0	0	45,000
FINANCIAL AID TECHNOLOGY	99,501	7,960	7,960	11,940	9,950	8,955	4,976	7,960	59,701
FOSTER CARE EDUCATION	0	0	0	0	0	0	0	0	0
FULL TIME FACULTY HIRING	1,304,941	104,395	104,396	156,592	130,495	117,444	65,247	104,396	782,965
INTEGRATED TECHNOLOGY PROGRAM	0	0	0	0	0	0	0	0	0
NEXTUP	0	0	0	0	0	0	0	0	0
NURSING EDUCATION	207,358	16,589	16,588	24,883	20,736	18,662	10,368	16,589	124,415
PART-TIME FACULTY COMPENSATION	575,927	46,074	46,074	69,112	57,592	51,834	28,796	46,074	345,556
S.F.A.A.	1,068,959	85,517	85,516	128,276	106,895	96,207	53,448	85,516	641,375
STATE HOSPITAL	0	0	0	0	0	0	0	0	0
STRONG WORKFORCE PROGRAM	22,027,323	1,762,186	1,762,186	2,643,278	2,202,733	1,982,459	1,101,366	1,762,186	13,216,394
STUDENT EQUITY AND ACHIEVEMENT	13,286,941	1,062,955	1,062,956	1,594,432	1,328,695	1,195,824	664,347	1,062,956	7,972,165
STUDENT SUCCESS COMPLETION	3,063,100	245,048	245,048	367,572	306,310	275,679	153,155	245,048	1,837,860
VETERAN RESOURCE CENTER	35,398	2,832	2,832	4,247	3,540	3,186	1,770	2,832	21,239
Total	108,054,969	10,481,954	8,496,063	12,612,402	10,554,235	9,525,148	5,408,801	8,496,063	65,574,666

5.1 (9)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

(Board of Trustees)

To:	Board of Trustees	Date: September 9, 2019
Re:	Approval of Appointment to Community College League of California (CCLC) Advisory Committee on Legislation (ACL)	
Action:	Request for Action	

BACKGROUND

The Community College League of California Legislative Office is requesting John Hanna to serve as a member of the Advisory Committee on Legislation for the 2019-2020 calendar year. Trustee Hanna has served as a member of this committee since the 2005-2006 calendar year.

ANALYSIS

Trustee Hanna is interested in continuing his membership on the Advisory Committee on Legislation.

RECOMMENDATION

It is requested that the board approve Trustee Hanna's appointment to the CCLC Advisory Committee on Legislation during the 2019-2020 calendar year.

Fiscal Impact: Minimal travel expenses to Sacramento since some meetings will occur via conference calls	Board Date: September 9, 2019
Prepared by: Anita Lucarelli, Executive Assistant to the Board	
Submitted by: Anita Lucarelli, Executive Assistant to the Board	
Recommended by: John Hanna, President, Board of Trustees	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC

September 9, 2019

MANAGEMENT

Revised Job Description/Title Change/Attachment #1-2

Dean, Business & Career Education

Associate Dean, Business & Career Education

Employment Agreements/Attachments #3-5

Coto, Jennifer
Dean, Enrollment & Support Services
Santiago Canyon College

Sergeyeva, Larisa
Dean, Human Services &
Technology Division
Santa Ana College

Soto, Armando V.
Associate Dean, Counseling
Counseling Division
Santa Ana College

Appointment

Wall, Brenda L.
Public Information Officer
President's Office
Santa Ana College

Effective: August 26, 2019
Salary Placement: I-6 \$111,012.77/Year
(Requisition # CL19-1279)

Interim Assignment

Busch, Michael E.
Interim Director, Fire Instruction
Fire Technology
Human Services & Technology Division
Santa Ana College

Effective: August 19, 2019 – June 30, 2020
Salary Placement: H-3 \$101,481.53/Year

Galvan, Javier A.
Interim Dean, Humanities & Social
Sciences Division
Santa Ana College

Effective: August 19, 2019 – June 30, 2020
Salary Placement: B-7 \$188,769.61

MANAGEMENT (CONT'D)

Adjusted Final Salary Placement

Dower, Kellori R.
Dean, Fine & Performing Arts Division
Santa Ana College

Effective: June 17, 2019
Salary Placement: B-3 \$155,301.23/Year
(Requisition #AC18-0709)

FACULTY

FARSCCD Beyond Contract/Overload Hourly Step Increases Effective Fall 2019/Attachment #6

FARSCCD Part-time/Hourly Step Increases Effective Fall 2019/Attachment #7

CEFA Part-time/Hourly Step Increases Effective Fall 2019/Attachment #8

Adjusted Workload Percentage for CalSTRS Reduced Workload Participant

Keith, Katharine
Professor, ESL
Humanities & Social Sciences Division
Santa Ana College

Effective: August 19, 2019 – June 6, 2020
From: 43.3% Workload (63.3% Average for 18/19)
To: 83.3% Workload

Ratification of Resignation/Retirement

Brooks, Debra
Professor, Physical Science/Earth Science/Astronomy
Mathematics & Sciences Division
Santiago Canyon College

Effective: January 3, 2020 (Last Day)
Reason: Retirement

Fernandez, Joseph
Assistant Professor, Nursing
Science, Mathematics & Health Sciences Division
Santa Ana College

Effective: August 12, 2019
Reason: Resignation

Resseguie, Florence
Master Teacher
SCC Child Development Center
Child Development Services
District Operations

Effective: July 26, 2019 (Last Day)
Reason: Resignation

Banked Leave of Absence

Argo, Rosemary
Professor, Kinesiology (Fire Technology)
Human Services & Technology Division
Santa Ana College

Effective: August 19 – December 14, 2019
Reason: Withdraw 16.67 Banked LHE

FACULTY (CONT'D)

Banked Leave of Absence (cont'd)

Brooks, Debra
Professor, Physical Science/Earth
Science/Astronomy
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 19 – December 14, 2019
Reason: Withdraw 5.4 Banked LHE

Carrera, Cheryl
Professor, Math
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 19 – December 14, 2019
Reason: Withdraw 15.0 Banked LHE

Gilreath, Genice
Professor, Reading
Humanities & Social Sciences Division
Santa Ana College

Effective: August 19 – December 14, 2019
Reason: Withdraw 3.0 Banked LHE

Hampton, Jubal
Professor, Anatomy/Physiology
Science, Mathematics & Health
Sciences Division
Santa Ana College

Effective: August 19 – December 14, 2019
Reason: Withdraw 15.0 Banked LHE

Hester, James
Professor, Computer Science
Business Division
Santa Ana College

Effective: August 19 – December 14, 2019
Reason: Withdraw 1.7 Banked LHE

Hicks, Raymond
Professor/Coordinator, ESL
Humanities & Social Sciences Division
Santa Ana College

Effective: August 19, 2019 – June 6, 2020
Reason: Withdraw 3.0/Semester Banked LHE
(Concurrent with Sabbatical)

Leeds, Kelvin
Professor, Math
Science, Mathematics & Health
Sciences Division
Santa Ana College

Effective: August 19 – December 14, 2019
Reason: Withdraw 20.0 Banked LHE

McMillan, Jeffrey
Professor, Chemistry
Science, Mathematics & Health Sciences Division
Santa Ana College

Effective: August 19 – December 14, 2019
Reason: Withdraw 6.0 Banked LHE

FACULTY (CONT'D)

Banked Leave of Absence (cont'd)

Mettler, Mary
Professor/Learning Disabilities Specialist
Disabled Students Programs & Services
Counseling & Student Support Services Division
Santiago Canyon College

Effective: August 19 – December 14, 2019
Reason: Withdraw 15.0 Banked LHE

Moore, Kathleen
Professor, Math
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 19 – December 14, 2019
Reason: Withdraw 15.0 Banked LHE

Nguyen, William
Professor, Chemistry
Science, Mathematics & Health Sciences Division
Santa Ana College

Effective: August 19 – December 14, 2019
Reason: Withdraw 0.40 Banked LHE

Soriano, Irene
Professor, Art History
Fine & Performing Arts Division
Santa Ana College

Effective: February 3 – June 6, 2020
Reason: Withdraw 3.0 Banked LHE
(Concurrent with Sabbatical Leave)

Final Salary Placement

Daneshmand, Angela
Assistant Professor, Earth Science
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 19, 2019
Tentative Salary Placement: II-8 \$76,309.86/Year
(AC18-0706)

2019/2020 Contract Extension Days

Medina, Guillermo
Head Coach, Men's Soccer
Kinesiology, Health & Athletics Division
Santa Ana College

Effective: September 1, 2019 – June 30, 2020
Contract Extension: 20 Days
Contract Extension Rate: \$450.80/Day

Additional 2019/2020 Contract Extension Days

Hoffman, Elizabeth
Professor/Coordinator/Health Center Nurse
Health & Wellness Center
Enrollment & Support Services
Santiago Canyon College

Effective: July 1, 2019 – June 30, 2020
From: 12 Contract Extension Days
To: 14 Contract Extension Days

FACULTY (CONT'D)

2019/2020 Contract Stipend

Kubicka-Miller, Jared
Professor, Communication
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Effective: August 19, 2019 – June 6, 2020
Amount: \$6,000.00/Year
Reason: Head Coach, Forensics

Zarske, Monica
Professor/Coordinator, Speech/Language
Pathology Program
Human Services & Technology Program Santa
Ana College

Effective: August 19, 2019 – June 6, 2020
Amount: \$1,000.00/Year
Reason: Coordination

Rescinding 2019/2020 Contract Stipend

Nutter, Kim
Professor, Kinesiology
Kinesiology, Health & Athletics Division Santa
Ana College

Effective: August 19, 2019 – June 6, 2020
Amount: \$1,750.00/Year
Reason: Head Coach, Softball

Rescinding 2019/2020 Contract Extension Days

Nutter, Kim
Professor, Kinesiology
Kinesiology, Health & Athletics Division
Santa Ana College

Effective: August 19, 2019 – June 6, 2020
Contract Extension: 20 Days
Reason: Head Coach, Softball

Beyond Contract/Overload Stipends

El Said, Nahla
Professor, Chemistry
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 19, 2019
Amount: \$250.00
Reason: Other Instructional Support Services

El Said, Nahla
Professor, Chemistry
Mathematics & Sciences Division
Santiago Canyon College

Effective: February 3, 2020
Amount: \$250.00
Reason: Other Instructional Support Services

Foley, Denise
Professor, Biology
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 19, 2019
Amount: \$250.00
Reason: Other Instructional Support Services

FACULTY (CONT'D)

Beyond Contract/Overload Stipends (cont'd)

Foley, Denise Effective: February 3, 2020
Professor, Biology Amount: \$250.00
Mathematics & Sciences Division Reason: Other Instructional Support Services
Santiago Canyon College

Funaoka, Marygrace Effective: June 17, 2019
Associate Professor, Human Development/ Amount: \$814.00
Education/School Age Reason: Other Instructional Support Services
Human Services & Technology Division
Santa Ana College

Hauscarriague, Anne Effective: August 19, 2019
Professor, Math Amount: \$400.00
Mathematics & Sciences Division Reason: Program Facilitation
Santiago Canyon College (Project #2415)

Pineda, Maribel Effective: June 7, 2019
Professor, Philosophy Amount: \$2,000.00
Arts, Humanities & Social Sciences Division Reason: Program Facilitation
Santiago Canyon College (Project #3241)

Rabii-Narkin, Narges Effective: August 19, 2019
Professor, History Amount: \$640.00
Arts, Humanities & Social Sciences Division Reason: Program Facilitation
Santiago Canyon College (Project #2415)

Singh, Nirbhai Effective: June 17, 2019
Professor, Manufacturing Technology Amount: \$814.00
Human Services & Technology Division Reason: Other Instructional Support Services
Santa Ana College

Smith, Mark Effective: August 19, 2019
Professor, Anatomy/Physiology Amount: \$400.00
Mathematics & Sciences Division Reason: Program Facilitation
Santiago Canyon College (Project #2415)

Swift, Cynthia Effective: August 19, 2019
Professor, Physics Amount: \$500.00
Mathematics & Sciences Division Reason: Program Facilitation
Santiago Canyon College

FACULTY (CONT'D)

Beyond Contract/Overload Stipends (cont'd)

Swift, Cynthia Effective: August 19, 2019
Professor, Physics Amount: \$400.00
Mathematics & Sciences Division Reason: Program Facilitation
Santiago Canyon College (Project #2415)

Tragarz, Roberta Effective: August 19, 2019
Professor, English Amount: \$400.00
Arts, Humanities & Social Sciences Division Reason: Program Facilitation
Santiago Canyon College (Project #2415)

Wada, Jeffrey Effective: August 19, 2019
Associate Professor, Chemistry Amount: \$1,500.00
Mathematics & Sciences Division Reason: Other Instructional Support Services
Santiago Canyon College

Wada, Jeffrey Effective: February 3, 2020
Associate Professor, Chemistry Amount: \$1,500.00
Mathematics & Sciences Division Reason: Other Instructional Support Services
Santiago Canyon College

Column Changes

Celestino, Rosa I. Effective: August 26, 2019
Librarian From: II-3 \$52.27
Fine & Performing Arts Division To: IV-3 \$56.63
Santa Ana College

Johnson, Jodi Effective: August 26, 2019
Instructor, Child Development From: II-5 \$67.79
Business & Career Technical Education Division To: IV-5 \$74.74
Santiago Canyon College

Lipoczi, Richard Effective: August 19, 2019
Instructor, High School Subjects/ABE From: I-5 \$52.81
Continuing Education Division To: II-5 \$54.12
Santa Ana College

Uffelman, Taylor Effective: August 26, 2019
Instructor, Nursing From: I-3 \$58.56
Science, Math & Health Sciences Division To: II-3 \$61.50
Santa Ana College

FACULTY (CONT'D)

Part-time Hourly New Hires/Rehires

Beckner, Andrew A. Effective: August 26, 2019
Instructor, English Hourly Lecture Rate: II-3 \$61.50
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Behler, Paul A. Effective: August 26, 2019
Instructor, English Hourly Lecture Rate: IV-3 \$67.79
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Beiner, Cheryl Effective: August 26, 2019
Instructor, Psychology (IDS 155 Class) Hourly Lecture Rate: II-3 \$61.50
Sciences, Math & Health Sciences Division
Santa Ana College

Benavides, Lauren R. Effective: August 26, 2019
Instructor, Graphic Arts Hourly Lecture/Lab Rates: I-3 \$58.56/\$52.71
Dual Enrollment Program
Instructor Service Agreement w/
Orange County School of the Arts
Humanities & Social Sciences Division
Santa Ana College

Bombola, Talia M. Effective: August 26, 2019
Instructor, Psychology Hourly Lecture Rate: II-3 \$61.50
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Brown, Jayme D Effective: August 19, 2019
Instructor, Cinema Studies Hourly Lecture/Lab Rates: I-3 \$58.56/\$52.71
Business & Career Technical Education Division
Santiago Canyon College

Cano, Matthew Effective: August 28, 2019
Instructor, English Hourly Lecture/Lab Rates: II-3 \$61.50/\$55.35
Humanities & Social Sciences Division
Santa Ana College

Carrillo, Marco Antonio Effective: August 26, 2019
Librarian Hourly Rate: II-3 \$52.27
Fine & Performing Arts Division
Santa Ana College

FACULTY (CONT'D)

Part-time Hourly New Hires/Rehires

Carvalho, Russell G. Effective: August 26, 2019
Instructor, Biology (equivalency) Hourly Lecture/Lab Rates: IV 3 \$67.79/\$61.02
Science, Math & Health Sciences Division
Santa Ana College

Castellon, Vanessa Effective: August 26, 2019
Substitute Teacher Hourly Rate: II-1 \$17.50
Child Development/Educational Services Division
Santiago Canyon College

Cavanaugh, John M. Effective: August 26, 2019
Instructor, Diesel Technology Hourly Lecture/Lab Rates: I-3 \$58.56/\$52.71
Human Services & Technology Division
Santa Ana College

Ceballos, Brian Effective: August 19, 2019
Instructor, Survey-Mapping Hourly Lecture Rate: I-3 \$58.56
Business & Career Technical Education Division
Santiago Canyon College

Davidson, Justin Effective: September 03, 2019
Instructor, High School Subjects/Bridge Hourly Lecture Rate: I-3 \$50.25
Continuing Education Division (OEC)
Santiago Canyon College

Deeb, Christine I. Effective: August 26, 2019
Instructor, Mathematics Hourly Lecture/Lab Rates: II-3 \$61.50/\$55.35
Mathematics & Sciences Division
Santiago Canyon College

Delja, Teri K. Effective: September 04, 2019
Nurse, Health & Wellness Center Hourly Rate: I-3 \$49.78
Student Services/Health Center
Santa Ana College

Enterzampour, Mo Effective: August 26, 2019
Instructor, Biology Hourly Lecture/Lab Rates: IV-3 \$67.79/\$61.02
Science, Math & Health Sciences Division
Santa Ana College

Fiorenza, Matthew R. Effective: August 26, 2019
Instructor, Fire Technology/Wellness Program Hourly Lecture/Lab Rates: I-3 \$58.56/\$52.71
Human Services & Technology Division
Santa Ana College

FACULTY (CONT'D)

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

Garavito, Christine
Instructor, English
Humanities & Social Sciences Division
Santa Ana College

Effective: August 26, 2019
Hourly Lecture/Lab Rates: II-3 \$61.50/\$55.35

Gilbert, David W.
Instructor, Photography
Fine & Performing Arts Division
Santa Ana College

Effective: August 31, 2019
Hourly Lecture/Lab Rates: II-3 \$61.50/\$55.35

Groves, Christy T.
Instructor, English
Science, Math & Health Sciences Division
Santa Ana College

Effective: August 26, 2019
Hourly Lecture/Lab Rates: II-3 \$61.50/\$55.35

Heinlein, Gregory G.
Instructor, English
Humanities & Social Sciences Division
Santa Ana College

Effective: August 26, 2019
Hourly Lecture Rate: II-3 \$61.50

Ingersoll, Brittany L.
Instructor, Psychology
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Effective: August 26, 2019
Hourly Lecture Rate: II-3 \$61.50

Jalili, Maryam
Instructor, Older Adults/Creative Cooking
Seminar and Health & Wellness
Continuing Education Division (OEC)
Santiago Canyon College

Effective: September 03, 2019
Hourly Lecture Rate: I-3 \$50.25

Johnson, Kechaunte A.
Instructor, Biology
Science, Math & Health Sciences Division
Santa Ana College

Effective: August 26, 2019
Hourly Lecture/Lab Rates: II-3 \$61.50/\$55.35

Jones, Chelsea C.
Instructor, Communication Studies
Fine & Performing Arts Division
Santa Ana College

Effective: August 26, 2019
Hourly Lecture Rate: II-3 \$61.50

FACULTY (CONT'D)

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

Jorgensen, Cari L.
Instructor, English
Humanities & Social Sciences Division
Santa Ana College

Effective: August 31, 2019
Hourly Lecture/Lab Rates: II-3 \$60.51/\$55.35

Kim, June
Librarian
Fine & Performing Arts Division
Santa Ana College

Effective: August 26, 2019
Hourly Rate: \$52.27

Lerman, Andrew R.
Instructor, Astronomy
Science, Math & Health Sciences Division
Santa Ana College

Effective: August 26, 2019
Hourly Lecture Rate: II-3 \$61.50

Lowe, Andrew D.
Instructor, Biology
Science, Math & Health Sciences Division
Santa Ana College

Effective: August 26, 2019
Hourly Lecture/Lab Rates: II-3 \$61.50/\$55.35

Millen, John N.
Instructor, Criminal Justice/CPR
Human Services & Technology Division
Santa Ana College

Effective: September 09, 2019
Hourly Lecture/Lab Rates: I-3 \$58.56/\$52.71

Murphy, Tara M.
Instructor, ESL/Inmate Education
Continuing Education Division (CEC)
Santa Ana College

Effective: August 19, 2019
Hourly Lecture Rate: II-3 \$51.51

Natale, Alexander C.
Instructor, Physics
Science, Math & Health Sciences Division
Santa Ana College

Effective: August 26, 2019
Hourly Lecture Rate: IV-3 \$67.79

Olvey, Kathy T.
Instructor, English
Humanities & Social Sciences Division
Santa Ana College

Effective: August 26, 2019
Hourly Lecture Rate: II-3 \$61.50

Ortega, Yesenia
Instructor, Vocational/Computer Applications
Continuing Education Division (CEC)
Santa Ana College

Effective: August 26, 2019
Hourly Lecture Rate: II-3 \$51.51

FACULTY (CONT'D)

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

Ortiz, Lorena
Instructor, Mathematics
Science, Math & Health Sciences Division
Santa Ana College

Effective: August 26, 2019
Hourly Lecture/Lab Rates: II-3 \$61.50/\$55.35

Palmer, Jason Charles
Instructor, Anthropology
Humanities & Social Sciences Division
Santa Ana College

Effective: August 26, 2019
Hourly Lecture/Lab Rates: 4-3 \$67.70/\$61.02

Ramirez, Olga Lidia
Instructor, Vocational/Business Skills
Continuing Education Division (CEC)
Santa Ana College

Effective: August 12, 2019
Hourly Lecture Rate: I-3 \$50.25

Rombough, Phillip D.
Instructor, Criminal Justice/Firearms
Human Services & Technology Division
Santa Ana College

Effective: September 09, 2019
Hourly Lecture/Lab Rates: I-3 \$58.56/\$52.71

Sabet, Sarah
Instructor, Psychology
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Effective: August 26, 2019
Hourly Lecture Rate: II-3 \$61.50

Sanchez, Marta A.
Instructor, High School Subjects/Bridge
Continuing Education Division (CEC)
Santa Ana College

Effective: August 19, 2019
Hourly Lecture Rate: II-3 \$51.51

Sharp, Cara L.
Instructor, English
Humanities & Social Sciences Division
Santa Ana College

Effective: August 26, 2019
Hourly Lecture Rate: II-3 \$61.50

Stasiuk, Pedro
Instructor, ESL
Continuing Education Division (CEC)
Santa Ana College

Effective: August 12, 2019
Hourly Lecture Rate: II-3 \$51.51

Vega, Marlene
Instructor, Physics
Science, Math & Health Sciences Division
Santa Ana College

Effective: August 26, 2019
Hourly Lecture Rate: II-3 \$61.50

FACULTY (CONT'D)

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

Washington, Mark G.
Instructor, Criminal Justice/Car Stops
Human Services & Technology Division
Santa Ana College

Effective: September 09, 2019
Hourly Lecture/Lab Rates: II-3 \$61.50/\$55.35

Weaver, Christopher W.
Instructor, English
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Effective: August 26, 2019
Hourly Lecture Rate: II-3 \$61.50

Non-paid Intern Service

Cervantes, Alejandra
Social Work Intern
SAC Early Childhood Education Center
Child Development Services
District Operations

Effective: September 10, 2019 – June 30, 2020
College Affiliation: CSU, Fullerton
Major: Social Work

Adjusted Non-paid Intern Service Start Date

Berringer, Christine
Nursing Intern
Health Science & Nursing
Science, Mathematics &
Health Sciences Division
Santa Ana College

From: September 10, 2019
To: August 27, 2019

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
REVISED AUGUST 2019

**DEAN, BUSINESS AND CAREER EDUCATION
JOB DESCRIPTION**

GENERAL RESPONSIBILITIES

Overall responsibility to the Vice President of Academic Affairs for the leadership and administration of all aspects of the Division of Business and Career Education. Responsible for the design, delivery, staffing, administrative support, supervision, and evaluation of Division academic programs and academic support staff as well as student enrollment, progress and discipline and all related records and reports. Oversight for specially funded career education programs such as Perkins, Strong Workforce Program and Apprenticeship. Performs other duties and special projects as assigned.

SPECIFIC RESPONSIBILITIES

DEVELOPMENT AND DELIVERY OF INSTRUCTIONAL PROGRAMS AND SERVICES

Provides direction and support to faculty in the development, revision and evaluation of curriculum and materials, serves on the Division Curriculum Committee, and may serve on the District Curriculum and Instruction Council.

Reviews and approves curriculum development proposals, course outlines, and program changes, textbook recommendations, field trip requests, credit by examination requests and program requirements waivers.

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

As delegated by the Vice President, Academic Affairs, is responsible for or effectively recommends the hire, transfer, suspension, lay-off, recall, promotion, assignment, discipline, training, professional development, direction and evaluation of work, and adjustment of grievances of 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 instructional program and providing direction and assistance wherever a need for improvement is identified.

STUDENTS

Responsible for the adjustment of grievances and complaints, scheduling, evaluation and reporting of performance, the resolution of student problems and complaints.

BUDGET/FUNDING/PAYROLL

Substantial responsibilities for the timely and accurate preparation, submission and administration of the college instructional and Division budgets, and payroll accounting for adjunct faculty.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
REVISED AUGUST 2019

**DEAN, BUSINESS AND CAREER EDUCATION
JOB DESCRIPTION (CONTINUED)**

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 and support organizations and on state boards and committees to articulate, enhance and improve programs and services and reputation on the state and national levels.

OTHER PROFESSIONAL RESPONSIBILITIES

Significant responsibility for chairing and supervision of college and District-wide committees and task forces.

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 accreditation standards of the Accreditation Commission for Junior and Community Colleges and the Western Association of Schools and Colleges, or similar accreditation group; demonstrate knowledge of and oversee online learning that include course management systems such as Blackboard.
- 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.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
REVISED AUGUST 2019

**DEAN, BUSINESS AND CAREER EDUCATION
JOB DESCRIPTION (CONTINUED)**

REQUIRED SKILLS AND QUALIFICATIONS

Minimum Qualifications: Master's degree and at least one year of formal training, internship or leadership experience reasonably related to this administrative assignment; or a valid California Administrative or Supervisory Credential authorizing service at the community college level.

Required Skills: Ability to resolve conflicts and solve problems, plan, evaluate and supervise delivery of instructional program and strategies, analyze and apply laws, rules and regulations involving programs, staff and students, and represent the college at the community, state and national levels.

Desirable Qualifications: Two years of full-time teaching experience in a business or Career Technical Education related discipline preferably at the community college level; or equivalent. Experience linking educational programs to the economic and workforce development needs of business and industry. Evidence of work with business and industry groups. Ability to develop and implement grants and new occupational programs. Knowledge of occupational-CTE funding sources (VATEA-Perkins) and reporting requirements.

Approved by the Board: September 9, 2019

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
REVISED AUGUST 2019

**ASSOCIATE DEAN, BUSINESS AND CAREER EDUCATION
JOB DESCRIPTION**

GENERAL RESPONSIBILITIES

Responsible to the Dean of Business and Career Education for all aspects of the instructional programs of the division, including apprenticeship and strong workforce programs, career education, and economic and workforce development; also performs other duties and special projects as assigned. Responsible for the supervision and evaluation of academic faculty and support staff.

SPECIFIC RESPONSIBILITIES

DEVELOPMENT AND DELIVERY OF INSTRUCTIONAL AND CAREER PROGRAMS

Responsibility for assigned aspects of the division's programs, which may include recruiting, marketing, curriculum, scheduling, equipping, evaluating, staffing, funding, evaluation, negotiation of training facilities contracts, planning, and the procurement and administration of programs and courses under vocational contract with outside agencies; admissions, graduation and compliance with and reporting of certification requirements; approves curriculum development proposals, course outlines, and instructional materials; supervises the effectiveness of programs, activities and services and their responsiveness to the needs of a culturally diverse community; recommends and implements written District policy and regulations, supervises program and personnel compliance with applicable laws and regulations, maintains related records and submits related reports.

PERSONNEL

Responsible for, or effectively recommends, the hiring, transfer, suspension, lay-off, recall, promotion, assignment, discipline, training, professional development, direction and evaluation of work, and adjustment of grievances of all assigned staff; also responsible for administering collective bargaining agreements, employment and promotion selection procedures, compliance with written District policies, rules and regulations regarding personnel, evaluation of the performance of assigned staff, and providing direction and assistance wherever a need for improvement is identified.

STUDENTS

As assigned, responsible for the discipline of students, resolution of grievances and complaints, and the maintenance of student records.

PLANNING

Responsible for the planning, delivery, funding and evaluation of all functions, programs, activities, staff and services in areas of responsibility. Assists Dean in long-range planning for the division; leadership and vision on the integration of learning resources as they support the teaching, learning and administrative activities of the college.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
REVISED AUGUST 2019

**ASSOCIATE DEAN, BUSINESS AND CAREER EDUCATION
JOB DESCRIPTION (CONTINUED)**

COMMUNITY CONTACT/REPRESENTATIVE

Must be a highly visible educational leader seeking positions of significant leadership in community institutions and support organizations and on state boards and committees to articulate, enhance and improve District programs and services and reputation on the state and national levels.

OTHER PROFESSIONAL RESPONSIBILITIES

Responsibility for advising, chairing and supervision of service area, college and district committees and task forces, including coordination as appropriate with administrative colleagues district wide. Represent the college on professional organization related to area of responsibility.

ESSENTIAL FUNCTIONS

- A. Supervises all aspects of the planning, funding, coordinating, staffing, delivery and evaluation of programs, activities and staff assigned in areas of responsibility; has substantial responsibility for procurement, expenditure and accounting for funding and programs in compliance with applicable law and policy, and related reports.
- B. Resolves student complaints, problems, and conflicts; analyzes, applies and explains laws, regulations and policies regarding services provided; and maintains related records and reports.

REQUIRED SKILLS AND QUALIFICATIONS

Minimum Qualifications: A Master's degree and at least one year of supervisory or administrative experience in a diverse, multi-discipline environment; or a valid California Administrative or supervisory Credential authorizing service at the community college level, or equivalent.

Required Skills: Ability to resolve conflicts and solve problems, identify opportunities to improve programs; evaluate programs and strategies, analyze and apply laws, rules and regulations involving programs, staff and students, and represent the District at the community, state and national levels.

Desirable Qualifications

Three years of progressively responsible experience in career education, Perkins, economic and workforce development, or administration of an apprenticeship program. Ability to develop and implement grant programs and follow-up reporting. Knowledge of career education funding sources and requirements.

Board Approval Date: September 9, 2019

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

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

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

3. **Term.** District agrees to employ Administrator, and Administrator agrees to serve in the Position, for the period commencing July 24, 2019 and ending June 30, 2021. If, prior to June 30 of any other year other than the last year of this Agreement the District does not send or deliver a written notice to Administrator that this Agreement shall not be extended for an additional year, then this Agreement automatically shall be extended for one more year. Any notice of non-reemployment in the position must be given by the District at least six (6) months in advance of the date of termination of this Agreement. If notice of non-reemployment is not given by the District at least six (6) months in advance of the date of termination of this Agreement, then the Agreement shall be extended for one (1) additional year pursuant to Education Code Section 72411(c).

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

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

6. **Transfer, Reassignment, or Title Change.** The Chancellor, with the approval of the Board of Trustees, may transfer or reassign Administrator to any position within the District for which Administrator is qualified, and may change the title of the Position, during the term of this Agreement, but there shall be no loss of compensation by Administrator due to such discretionary transfer, reassignment, or title change.

7. **Salary.** District shall pay an annual salary to Administrator in the amount of \$188,769.61 per academic year (July 1 through June 30), pro-rated if less than a full academic year, paid on a monthly basis. District reserves the right to increase the salary of Administrator during the term of this Agreement, but any such increase shall not be construed as an indication that this Agreement will be renewed or extended. Administrator agrees that District also reserves the right to decrease the salary of Administrator during the term of this Agreement as long as such decrease, on a percentage basis, is no more than what is implemented on a general basis for regular, full-time faculty of the District. Administrator is an exempt employee and is not eligible for overtime pay or compensatory time off.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For District

Date

Administrator

Date

Board Approval Date: SEPTEMBER 9, 2019

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

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

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

3. **Term.** District agrees to employ Administrator, and Administrator agrees to serve in the Position, for the period commencing August 7, 2019 and ending June 30, 2021. If, prior to June 30 of any other year other than the last year of this Agreement the District does not send or deliver a written notice to Administrator that this Agreement shall not be extended for an additional year, then this Agreement automatically shall be extended for one more year. Any notice of non-reemployment in the position must be given by the District at least six (6) months in advance of the date of termination of this Agreement. If notice of non-reemployment is not given by the District at least six (6) months in advance of the date of termination of this Agreement, then the Agreement shall be extended for one (1) additional year pursuant to Education Code Section 72411(c).

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

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

6. **Transfer, Reassignment, or Title Change.** The Chancellor, with the approval of the Board of Trustees, may transfer or reassign Administrator to any position within the District for which Administrator is qualified, and may change the title of the Position, during the term of this Agreement, but there shall be no loss of compensation by Administrator due to such discretionary transfer, reassignment, or title change.

7. **Salary.** District shall pay an annual salary to Administrator in the amount of \$147,905.93 per academic year (July 1 through June 30), pro-rated if less than a full academic year, paid on a monthly basis. District reserves the right to increase the salary of Administrator during the term of this Agreement, but any such increase shall not be construed as an indication that this Agreement will be renewed or extended. Administrator agrees that District also reserves the right to decrease the salary of Administrator during the term of this Agreement as long as such decrease, on a percentage basis, is no more than what is implemented on a general basis for regular, full-time faculty of the District. Administrator is an exempt employee and is not eligible for overtime pay or compensatory time off.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For District

Date

Administrator

Date

Board Approval Date: SEPTEMBER 9, 2019

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

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

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

3. **Term.** District agrees to employ Administrator, and Administrator agrees to serve in the Position, for the period commencing July 30, 2019 and ending June 30, 2021. If, prior to June 30 of any other year other than the last year of this Agreement the District does not send or deliver a written notice to Administrator that this Agreement shall not be extended for an additional year, then this Agreement automatically shall be extended for one more year. Any notice of non-reemployment in the position must be given by the District at least six (6) months in advance of the date of termination of this Agreement. If notice of non-reemployment is not given by the District at least six (6) months in advance of the date of termination of this Agreement, then the Agreement shall be extended for one (1) additional year pursuant to Education Code Section 72411(c).

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

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

6. **Transfer, Reassignment, or Title Change.** The Chancellor, with the approval of the Board of Trustees, may transfer or reassign Administrator to any position within the District for which Administrator is qualified, and may change the title of the Position, during the term of this Agreement, but there shall be no loss of compensation by Administrator due to such discretionary transfer, reassignment, or title change.

7. **Salary.** District shall pay an annual salary to Administrator in the amount of \$147,735.57 per academic year (July 1 through June 30), pro-rated if less than a full academic year, paid on a monthly basis. District reserves the right to increase the salary of Administrator during the term of this Agreement, but any such increase shall not be construed as an indication that this Agreement will be renewed or extended. Administrator agrees that District also reserves the right to decrease the salary of Administrator during the term of this Agreement as long as such decrease, on a percentage basis, is no more than what is implemented on a general basis for regular, full-time faculty of the District. Administrator is an exempt employee and is not eligible for overtime pay or compensatory time off.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For District

Date

Administrator

Date

Board Approval Date: SEPTEMBER 9, 2019

**19/20 FARSCCD Beyond Contract/Overload Hourly Step Increases
Effective Fall 2019**

NAME	DIVISION	CLASS	OLD STEP (19SP)	NEW STEP (19FA)	OLD 1.00 HOURLY RATE	NEW 1.00 HOURLY RATE	EFFECTIVE DATE
Chamberlain, Amberly	SAC Fine & Performing Arts	IV	4	5	\$71.18	\$74.74	8/19/2019
Diamond, Zachary	SAC Human Services & Technology	II	3	4	\$61.50	\$64.57	8/19/2019
Fernandez, Joseph	SAC Science, Math & Health Sciences	IV	3	4	\$67.79	\$71.18	8/19/2019
Gonzales, Gregory	SAC Human Services & Technology	I	3	4	\$58.56	\$61.50	8/19/2019
Higuera, Daniel	SAC Human Services & Technology	II	4	5	\$64.57	\$67.79	8/19/2019
Horenstein, Daniel	SAC Science, Math & Health Sciences	II	4	5	\$64.57	\$67.79	8/19/2019
Lange, Megan	SAC Humanities & Social Sciences	IV	4	5	\$71.18	\$74.74	8/19/2019
Murphy, Ryan	SCC Arts, Humanities & Social Sciences	IV	4	5	\$71.18	\$74.74	8/19/2019
Oh, Suanne	SAC Science, Math & Health Sciences	IV	4	5	\$71.18	\$74.74	8/19/2019
Roper, David	SAC Human Services & Technology	II	3	4	\$61.50	\$64.57	8/19/2019
Schlossman, Jacqueline	SAC Fine & Performing Arts	IV	3	4	\$67.79	\$71.18	8/19/2019
Sim, Jai	SAC Business	IV	3	4	\$67.79	\$71.18	8/19/2019
Smith, Sean	SAC Science, Math & Health Sciences	III	4	5	\$67.79	\$71.18	8/19/2019
Valdos, Yanina	SCC Arts, Humanities & Social Sciences	III	4	5	\$67.79	\$71.18	8/19/2019

FARSCCD STEP INCREASES
FALL SEMESTER
EFFECTIVE 08/12/2019

ATTACHMENT #7

LAST NAME	FIRST NAME	SITE/DIVISION	GRADE	NEW STEP	NEW LEC AMT	NEW NP AMT
Adams	Michelle	SAC Human Services & Technology	1	5	\$64.57	
Aguilar	Gerardo	SAC Humanities & Social Sciences	2	4	\$64.57	
Aguirre	Shanda	SAC Human Services & Technology	2	4	\$64.57	
Alkawadri	Nawar	SAC Human Services & Technology	2	5	\$67.79	
Allenegui	Jeanell	SAC Counseling Division	2	5	\$67.79	\$57.63
Almaguer	Carol	SAC Human Services & Technology	1	4	\$61.50	
Anderson	Ryan	SAC Human Services & Technology	2	4	\$64.57	
Arambula	Michael	SAC Humanities & Social Sciences	2	4	\$64.57	
Atkinson	Bryan	SAC Human Services & Technology	1	5	\$64.57	
Avalos	Jesus	SAC Business Division	2	4	\$64.57	
Aziz	Tahir	SAC Business Division	4	5	\$74.74	
Baker	Raffaella	SCC Arts, Humanities & Social Sci	2	4	\$64.57	
Baytieh	Ebrahim	SAC Human Services & Technology	4	5	\$74.74	
Beachner	Mike	SAC Human Services & Technology	1	4	\$61.50	
Beeney	Ashley	SAC Human Services & Technology	1	5	\$64.57	
Bellas	Patricia	SCC Arts, Humanities & Social Sci	4	4	\$71.18	
Berger	Adam	SAC Human Services & Technology	1	4	\$61.50	
Boles	Kirsten	SAC Humanities & Social Sciences	4	4	\$71.18	
Brass	Joshua	SAC Human Services & Technology	1	4	\$61.50	
Brathwaite	Jamaal	SAC Human Services & Technology	2	5	\$67.79	
Burroughs	Myles	SAC Human Services & Technology	1	4	\$61.50	
Bustos	Erin	SAC Human Services & Technology	1	4	\$61.50	
Call	Vanessa	SAC Humanities & Social Sciences	2	5	\$67.79	
Campbell	Amanda	SCC Counseling & Student Supp Svcs	2	5		\$57.63
Carlson	Matthew	SAC Science, Math, & Health Scienc	4	5	\$74.74	
Carrillo	Andres	SAC Science, Math, & Health Scienc	4	5	\$74.74	
Carrillo	Jacqueline	SAC Human Services & Technology	1	5	\$64.57	
Castillo	Lovrina	SAC Counseling Division	2	5	\$67.79	\$57.63
Cervantes	Cynthia	SAC Counseling Division	2	4	\$64.57	\$54.89
Chatterfield	Taliah	SCC Counseling & Student Supp Svcs	4	4	\$71.18	\$60.51
Chavez	Mayra	SCC Mathematics & Sciences	2	4	\$64.57	
Cipriano	Anthony	SAC Science, Math, & Health Scienc	2	5	\$67.79	
Clements	Joseph	SAC Human Services & Technology	1	4	\$61.50	
Cox	Kimberly	SAC Human Services & Technology	2	5	\$67.79	
Cuevas	Juan	SAC Kinesiology, Health & Athletic	1	5	\$64.57	
Curilli	Christelle	SAC Humanities & Social Sciences	2	5	\$67.79	
D'Ignazio	Ralph	SAC Fine & Performing Arts	2	5	\$67.79	
Davis	Rachel	SCC Business & Career Technical Ed	3	5	\$71.18	
De John	Zackary	SAC Human Services & Technology	1	4	\$61.50	
De La Torre	Margarita	SAC Business Division	1	4	\$61.50	
Diaz	Diana	SCC Counseling & Student Supp Svcs	2	4	\$64.57	\$54.89
Dibernardo	Alessandra	SAC Human Services & Technology	1	5	\$64.57	
Doty	Brittini	SCC Mathematics & Sciences	2	5	\$67.79	
Earl	Douglas	SAC Human Services & Technology	1	4	\$61.50	
Emamjomeh	Shayan	SAC Human Services & Technology	2	4	\$64.57	
Ferguson	Crystal	SCC Mathematics & Sciences	2	5	\$67.79	
Finnerty	Pete	SAC Human Services & Technology	1	4	\$61.50	
Foster	Ed	SAC Fine & Performing Arts	2	4	\$64.57	
Galazyn	David	SAC Counseling Division	2	5	\$67.79	\$57.63
Gamache	Keith	SAC Humanities & Social Sciences	4	5	\$74.74	
Gaudet	Jennifer	SAC Continuing Education	2	4	\$64.57	
Gee	Paul	SAC Science, Math, & Health Scienc	4	4	\$71.18	
Geragotelis	Andrew	SAC Science, Math, & Health Scienc	1	4	\$61.50	
Gibson	Lela	SCC Arts, Humanities & Social Sci	4	4	\$71.18	
Glass	John	SAC Humanities & Social Sciences	2	4	\$64.57	
Goldhammer	Eric	SAC Human Services & Technology	1	5	\$64.57	
Gonzalez	Frank	SAC Human Services & Technology	1	4	\$61.50	
Gramada	Apostol	SAC Science, Math, & Health Scienc	4	5	\$74.74	
Griffiths	Alexandra	SCC Mathematics & Sciences	1	4	\$61.50	
Gutaskus	Mary	SCC Mathematics & Sciences	2	5	\$67.79	
Hamecher	Emily	SCC Mathematics & Sciences	4	5	\$74.74	
Hamilton	Ian	SAC Fine & Performing Arts	2	4	\$64.57	
Hernandez	Kristen	SAC Humanities & Social Sciences	2	4	\$64.57	

FARSCCD STEP INCREASES
FALL SEMESTER
EFFECTIVE 08/12/2019

ATTACHMENT #7

LAST NAME	FIRST NAME	SITE/DIVISION	GRADE	NEW STEP	NEW LEC AMT	NEW NP AMT
Herrera	Raul	SAC Humanities & Social Sciences	2	5	\$67.79	
Ho	Jen	SAC Humanities & Social Sciences	2	5	\$67.79	
Howieson	Steven	SAC Human Services & Technology	1	5	\$64.57	
Hunter	Carly	SAC Humanities & Social Sciences	3	5	\$71.18	
Jackson	Renae	SAC Human Services & Technology	2	5	\$67.79	
Jacques	Jeffrey	SAC Human Services & Technology	4	4	\$71.18	
Jaureguy	Christian	SCC Mathematics & Sciences	2	5	\$67.79	
Jensen	Jeffery	SAC Human Services & Technology	1	5	\$64.57	
Kaiser	Carling	SCC Arts, Humanities & Social Sci	2	5	\$67.79	
Kelbley	Robert	SCC Business & Career Technical Ed	3	5	\$71.18	
Keller	Patricia	SCC Business & Career Technical Ed	4	4	\$71.18	
Khan	Amir	SCC Business & Career Technical Ed	2	4	\$64.57	
Lacoste	Steven	SAC Fine & Performing Arts	4	5	\$74.74	
Lambert	Andrew	SAC Human Services & Technology	1	4	\$61.50	
Laurich	Jeremy	SAC Human Services & Technology	1	5	\$64.57	
Le	Vu	SAC Business Division	2	5	\$67.79	
Leger	Margaret	SCC Mathematics & Sciences	2	4	\$64.57	
Legg	Charles	SAC Human Services & Technology	1	4	\$61.50	
Leonard	Arielle	SCC Arts, Humanities & Social Sci	2	4	\$64.57	
Leroy	Ailissa	SAC Humanities & Social Sciences	2	4	\$64.57	
Lilly	Gary	SAC Human Services & Technology	1	4	\$61.50	
Long	Julie	SAC Fine & Performing Arts	4	5	\$74.74	
Lopez	Juan	SAC Human Services & Technology	1	4	\$61.50	
Lucatero	Gustavo	SCC Counseling & Student Supp Svcs	2	5	\$67.79	\$57.63
Lujan	Allison	SAC Humanities & Social Sciences	2	5	\$67.79	
Luke	John	SAC Human Services & Technology	4	5	\$74.74	
Luna	Mercedes	SCC Mathematics & Sciences	4	4	\$71.18	
Lunde	Ty	SAC Human Services & Technology	2	5	\$67.79	
Maldonado	Jesus	SAC Human Services & Technology	1	5	\$64.57	
Malone	Sunshine	SCC Arts, Humanities & Social Sci	2	5	\$67.79	
Mann	Jason	SAC Human Services & Technology	1	4	\$61.50	
Manneh	Nayla	SCC Arts, Humanities & Social Sci	4	4	\$71.18	
Manzano	Margaret	SAC Business Division	1	5	\$64.57	
Marino	Kevin	SAC Kinesiology, Health & Athletic	2	4	\$64.57	
Martinez	Esther	SCC Mathematics & Sciences	2	5	\$67.79	
Mc Innish	Alycia	SAC Human Services & Technology	2	4	\$64.57	
McAllister	Emma	SAC Fine & Performing Arts	2	5	\$67.79	
McDonough	Jamie	SAC Humanities & Social Sciences	2	4	\$64.57	
McTigue	Scott	SAC Human Services & Technology	1	4	\$61.50	
Meginnis	Paul	SAC Human Services & Technology	1	5	\$64.57	
Miller	Ronald	SAC Human Services & Technology	1	5	\$64.57	
Minton-	Jenna	SAC Human Services & Technology	1	4	\$61.50	
Moreno	Roseira	SAC Human Services & Technology	2	4	\$64.57	
Moreno	Steven	SAC Human Services & Technology	4	4	\$71.18	
Murray	Robert	SAC Fine & Performing Arts	2	4	\$64.57	
Nadeau	Kevin	SAC Human Services & Technology	1	5	\$64.57	
Nevarez-	Gissel	SAC Business Division	2	4	\$64.57	
Newton	Darren	SAC Human Services & Technology	1	4	\$61.50	
Nguyen	Kieudiem	SAC Business Division	2	5	\$67.79	
Nguyen	Thanh	SAC Human Services & Technology	1	5	\$64.57	
Nip	Darwin	SAC Human Services & Technology	1	5	\$64.57	
Nissen	Brian	SAC Human Services & Technology	1	5	\$64.57	
Parker	Mathew	SAC Human Services & Technology	4	4	\$71.18	
Parrish	Matthew	SAC Human Services & Technology	2	4	\$64.57	
Pawlikowski	Joseph	SAC Human Services & Technology	1	4	\$61.50	
Pierson	John	SAC Human Services & Technology	1	4	\$61.50	
Polhemus	Marcy	SAC Business Division	2	5	\$67.79	
Pomero	Diana	SAC Science, Math, & Health Scienc	2	5	\$67.79	
Pula	Edmund	SAC Human Services & Technology	2	4	\$64.57	
Ramirez	Christina	SAC Humanities & Social Sciences	2	5	\$67.79	
Rathor	Sherilyn	SCC Business & Career Technical Ed	2	4	\$64.57	
Raval	Gira	SAC Science, Math, & Health Scienc	4	4	\$71.18	
Ray	Shatarupa	SAC Science, Math, & Health Scienc	2	5	\$67.79	

FARSCCD STEP INCREASES
 FALL SEMESTER
 EFFECTIVE 08/12/2019

ATTACHMENT #7

LAST NAME	FIRST NAME	SITE/DIVISION	GRADE	NEW STEP	NEW LEC AMT	NEW NP AMT
Rodriguez	Julio	SAC Human Services & Technology	1	4	\$61.50	
Samp	William	SAC Human Services & Technology	2	4	\$64.57	
Sanchez	Cynthia	SAC Science, Math, & Health Scienc	4	4	\$71.18	
Sandler	Adam	SAC Human Services & Technology	1	5	\$64.57	
Scott	Kristen	SAC Human Services & Technology	2	4	\$64.57	
Seehusen	Leanne	SAC Human Services & Technology	1	4	\$61.50	
Smith	Floyd	SAC Human Services & Technology	1	4	\$61.50	
Soliguen	Albert	SAC Human Services & Technology	1	4	\$61.50	
Spargur	Jeffrey	SAC Human Services & Technology	2	5	\$67.79	
Spillman	Kelly	SAC Humanities & Social Sciences	4	4	\$71.18	
Squier	Lauren	SAC Human Services & Technology	2	4	\$64.57	
Stewart	Shane	SAC Human Services & Technology	1	5	\$64.57	
Stone	Leslie	SAC Fine & Performing Arts	2	4	\$64.57	
Synicky	Christopher	SAC Fine & Performing Arts	2	5	\$67.79	
Tayles	Kelly	SAC Business Division	1	4	\$61.50	
Tingey	Adam	SAC Human Services & Technology	1	4	\$61.50	
Tran	Maria	SAC Counseling Division	2	5	\$67.79	\$57.63
Truong	James	SCC Counseling & Student Supp Svcs	3	5	\$71.18	\$60.51
Uvidia	Enrique	SAC Business Division	2	4	\$64.57	
Van Wart	Adam	SAC Science, Math, & Health Scienc	4	5	\$74.74	
Vasilik	Richard	SAC Human Services & Technology	1	4	\$61.50	
Velasco	Jose	SAC Human Services & Technology	1	5	\$64.57	
Villa	Beatriz	SAC Humanities & Social Sciences	2	5	\$67.79	
Washburn	Taylor	SAC Human Services & Technology	1	5	\$64.57	
Washington	Willie	SCC Arts, Humanities & Social Sci	2	4	\$64.57	
Welch	Patrick	SAC Human Services & Technology	2	5	\$67.79	
Whalen	William	SAC Science, Math, & Health Scienc	2	5	\$67.79	
Whitaker	Steven	SAC Fine & Performing Arts	1	5	\$64.57	
Williamson	Lindsey	SAC Science, Math, & Health Scienc	2	5	\$67.79	
Wilson	Hannah	SAC Human Services & Technology	1	4	\$61.50	
Wilson	Jeremy	SCC Mathematics & Sciences	2	4	\$64.57	
Zamudio	Maria	SAC Counseling Division	2	5	\$67.79	\$57.63

CEFA STEP INCREASES
FALL SEMESTER
EFFECTIVE AUGUST 12, 2019

ATTACHMENT #8

LAST NAME	FIRST NAME	SITE	GRADE	NEW STEP	NEW LEC AMT
Alegria	Alexis	CEC	2	4	\$52.81
Alvano	Albert	OEC	2	5	\$54.12
Andre	Larry	CEC	1	4	\$51.51
Aranda	Eric	CEC	2	4	\$52.81
Ayala	Monica	OEC	3	5	**\$47.16
Bennett	Jessica	OEC	2	5	\$54.12
Bonfiglio	Steve	OEC	2	5	\$54.12
Callanan	Jill	CEC	2	6	\$55.48
Campos	Joao	CEC	1	5	\$52.81
Cante	Maria	CEC	2	6	\$55.48
Chamorro	Gustavo	CEC	3	4	\$54.12
Chang	Timothy	OEC	2	5	\$54.12
Chavez	Ricardo	OEC	2	5	\$54.12
Fakhri Ravari	Saeed	OEC	2	4	\$52.81
Frausto	Elizabeth	OEC	1	4	\$51.51
Frausto	Jesus	OEC	1	5	\$52.81
Glomba	John	CEC	1	5	\$52.81
Gonzalez	Roberto	OEC	2	6	\$55.48
Harris	Donzelle	CEC	1	6	\$54.12
Hug	Daniel	CEC	2	5	\$54.12
Johnson	Sandra	OEC	1	6	\$54.12
Jones	Mahogany	CEC	2	4	\$52.81
Kay	Leslie	OEC	2	5	\$54.12
Lee	Sheryl	CEC	2	6	\$55.48
Lopez	Linda	OEC	1	4	\$51.51
Luke	Becki	OEC	1	4	\$51.51
Ly	Jennifer	OEC	2	5	**\$46.00
McGlynn	Kirsten	OEC	1	4	\$51.51
Miller Osorio	Debra	OEC	1	4	\$51.51
Nestoras	Apollo	OEC	2	5	\$54.12
Netherton	Pamela	OEC	2	6	\$55.48
Ortiz	Miguel	CEC	2	4	\$52.81
Ortiz	Stephanie	CEC	2	5	\$54.12
Paul	Stacey	OEC	2	4	\$52.81
Perez	Sergio	OEC	3	5	\$55.48
Pohl	Andrew	OEC	2	5	\$54.12
Ried	Silenia	CEC	2	5	\$54.12
Rubalcaba	Celia	OEC	1	5	\$52.81
Rucker	Nancy	CEC	2	5	\$54.12
Samaniego	Adriel	OEC	1	5	\$52.81
Sanchez	Patricia	CEC	2	4	\$52.81
Sataki	Barbara	OEC	1	5	\$52.81
Sawyer	Deborah	CEC	3	5	\$55.48
Serrano	Helen	CEC	2	4	\$52.81

CEFA STEP INCREASES
FALL SEMESTER
EFFECTIVE AUGUST 12, 2019

ATTACHMENT #8

LAST NAME	FIRST NAME	SITE	GRADE	NEW STEP	NEW LEC AMT
Shakiba	Stefan	OEC	3	5	**\$47.16
Smith	Teddine	OEC	1	4	\$51.51
Swanson	Regina	CEC	2	5	\$54.12
Tejeda	Patricia	CEC	2	6	**\$47.16
Torres	Anacany	OEC	2	5	**\$46.00
Volmer	Susan	CEC	2	5	\$54.12
Wing	Lisa	CEC	2	6	\$55.48
Younis	Olga	CEC	2	5	\$54.12
Yue	Amy	CEC	2	6	\$55.48

**CE Counselor Rate

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
CLASSIFIED
SEPTEMBER 9, 2019**

CLASSIFIEDChange in Grade

Payroll Specialist	From: Grade 11	To: Grade 13
Senior Payroll Specialist	From: Grade 12	To: Grade 14

New Appointment

Huynh, Van Admissions & Records Spec. II (CL19-1274) Enrollment/ SAC	Effective: August 5, 2019 Grade 8, Step 1 + 2.5% Bil. \$42, 821.76
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Hourly Ongoing to Contract

Gardea, Adilene Administrative Clerk (CL19-1286) Continuing Ed./ OEC	Effective: September 9, 2019 Grade 10, Step 1 + 2.5%Bil \$46,639.35
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Professional Growth Increments

Ayers, Alicia Sr. Account Clerk/ Continuing Ed./ OEC	Effective: October 1, 2019 Grade 10, Step 6 + 2PG (1000) \$59,085.60
Bui, Kevin Accountant/ Fiscal Services/ District	Effective: October 1, 2019 Grade 13, Step 2 + 1PG (500) \$55,767.92
Bunch, Peterson Financial Aid Tech./ Financial Aid/ SAC	Effective: October 1, 2019 Grade 8, Step 4 + 6PG (3000) \$51,432.13
Chua, Irene Library Technician II/ Library/ SAC	Effective: October 1, 2019 Grade 12, Step 3 + 3PG (1500) \$56,696.46
Flores, Jazmine Admissions & Records Spec. II/ Admissions/ SCC	Effective: October 1, 2019 Grade 8, Step 2 + 1PG (500) \$44,386.04

Professional Growth Increments cont'd

Vasquez, Liliana Administrative Clerk/Continuing Ed./ OEC	Effective: October 1, 2019 Grade 10, Step 3 + 2.5%Bil + 2PG (1000) \$52,453.50
Vasquez, Pilar Administrative Secretary/ Math & Science/ SCC	Effective: October 1, 2019 Grade 12, Step 6 + 2.5%L + 1PG (500) \$66,002.85

Out of Class Assignment

Ayers, Alicia Special Projects Specialist/ Continuing Ed./ OEC	Effective: 07/01/19 – 06/30/20 Grade 11, Step 6 + 2PG (1000) \$61,701.05
Bennett, Lauren Student Program Specialist/ DSPS/ SCC	Effective: 07/01/19 – 08/02/19 Grade 10, Step 1 \$45,501.80
Cadenas, Marlon Counseling Assistant/ EOPS/ SAC	Effective: 08/03/19 – 09/20/19 Grade 5, Step 4 + 1PG (500) \$43,660.31

Return to Regular Assignment

Bennett, Lauren Admissions & Records Spec. I/ Admissions/SCC	Effective: August 3, 2019 Grade 6, Step 2 \$40,544.95
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Change in Position/Location

Diaz, Ana From: Special Projects Specialist To: Accountant (Reclass 1134)	Effective: July 1, 2019 Grade 13, Step 4 + 2.5%L + 3PG (750) \$63,249.30
Lopez De La Luz, Basti Student Services Coordinator From: Student Services/ SAC To: Academic Affairs/ SAC (Reorg 1146)	Effective: August 8, 2019 Grade 15, Step 3 + 2PG (1000) \$65,617.24
Ruiz, Marbella From: Business Services Coordinator To: Administrative Secretary (CL19-1284) Educational Services/ District	Effective: August 26, 2019 Grade 12, Step 6 \$63,905.22

Change in Salary Placement

Pleitez, Roxana	Effective: July 15, 2019
From: Resource Dev. Coord.	Grade 12, Step 6 + 2PG (1000)
To: Administrative Secretary (CL19-1288)	\$64,905.22
Humanities & Soc. Sci./ SAC	<i>Correction</i>

Leave of Absence

Di Tommaso, Christina	Effective: 08/12/19 – 08/16/19
Administrative Secretary/ Student Services/ SAC	12/16/19 – 12/20/19 05/18/20 – 05/22/20 06/08/20 – 06/12/20
	Reason: Non Work Days for 11 Month Contract

Hermen, Lisa	Effective: 04/20/20 – 04/30/20
Sr Clerk/ Math & Science/ SCC	05/01/20 – 05/22/20 06/01/20 – 06/26/20
	Reason: Non Work Days for 10 Month Contract

Ratification of Resignation/Retirement

Del Valle, Claudia	Effective: September 4, 2019
Administrative Clerk/ EOPS/ SAC	Reason: Resignation

Yamoto, Sec Stephanie	Effective: August 26, 2019
Facility Planning Specialist/ District	Reason: Resignation

CLASSIFIED HOURLY

New Appointments

Keenan, Timothy	Effective: August 19, 2019
Instructional Assistant (CL19-1263)	Up to 19 Hours/Week School Session
Fine & Performing Arts/ SAC	Grade 5, Step A \$17.85/Hour

Rosales, Mauro	Effective: August 26, 2019
Video Technician (CL19-1266)	Up to 19 Hours/Week School Session
Fine & Performing Arts/ SAC	Grade 8, Step A \$20.01/Hour

Professional Growth Increments

Ramirez, Abigail Counseling Assistant/ Counseling/ SAC	Effective: October 1, 2019 Grade 5, Step A + 3PG (750) \$17.85/Hour + \$62.50/Mo. PG
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Leave of Absence

Leung, Sharon Admissions & Records Spec. I/ Continuing Ed./ CEC	Effective: 12/02/19 – 12/06/19 12/16/19 – 12/20/19 02/10/20 – 02/14/20 04/06/20 – 04/10/20 Reason: Non Work Days for 11 Month Contract
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Ryou Choi, Joohee Learning Facilitator/ Humanities & Soc. Sci./ SAC	Effective: 10/04/19 – 12/27/19 Reason: Parental Leave
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Ratification of Resignation/Retirement

Carino, Laura Instructional Assistant/ Continuing Ed./ OEC	Effective: September 4, 2019 Reason: Resignation
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Hernandez Figueroa, Maria Student Services Coord./ Student Services/ SCC	Effective: August 30, 2019 Reason: Resignation
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Medina, Laura Instructional Assistant/ Continuing Ed./CEC	Effective: September 2, 2019 Reason: Resignation
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TEMPORARY ASSIGNMENT

Short Term Assignment

Baca, Jeffrey Learning Facilitator/ Science & Math/ SAC	Effective: 09/10/19 – 12/14/19
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Cain, Morgan Learning Facilitator/ Science & Math/ SAC	Effective: 09/10/19 – 12/14/19
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Short Term Assignment cont'd

Calzada, Juan Instructional Assistant/ Student Services/ SAC	Effective: 09/10/19 – 06/30/20
Fisher, Ivette Library Clerk/ Library/ SAC	Effective: 09/10/19 – 06/06/20
Garcia, Angel Instructional Assistant/ Counseling/ SAC	Effective: 09/10/19 – 06/30/20
Gonzalez, Brian Instructional Assistant/ Student Services/ SAC	Effective: 09/10/19 – 06/30/20
Hamaguchi, Takashi Learning Facilitator/ Science & Math/ SAC	Effective: 09/10/19 – 12/14/19
Harmon, Shane Learning Facilitator/ Science & Math/ SAC	Effective: 09/10/19 – 12/14/19
Hawkins, Troy Learning Facilitator/ Science & Math/ SAC	Effective: 09/10/19 – 12/14/19
Hoffman, Carolyn Special Projects Specialist/ Ed. Services/ District	Effective: 09/10/19 – 12/31/19
Holcombe, Drew Learning Facilitator/ Science & Math/ SAC	Effective: 09/10/19 – 12/14/19
Horner, Colby Learning Facilitator/ Science & Math/ SAC	Effective: 09/10/19 – 12/14/19
Jose, Tara Instructional Assistant/ Science & Math/ SAC	Effective: 09/10/19 – 06/30/20
Jose, Tara Instructional Assistant/ Science & Math/ SAC	Effective: 09/10/19 – 06/30/20

Short Term Assignment cont'd

Klotz, Julia Instructional Assistant/ Student Services/ SAC	Effective: 09/10/19 – 06/30/20
Koshak, Joel Instructional Assistant/ Science & Math/ SAC	Effective: 09/10/19 – 06/30/20
Lee, Da Eun Instructional Assistant/ Science & Math/ SAC	Effective: 09/10/19 – 06/30/20
Lee, Da Eun Instructional Assistant/ Science & Math/ SAC	Effective: 09/10/19 – 06/30/20
Nagamto, Glen Sr. District Safety Officer/ District	Effective: 09/10/19 – 06/30/20
Okula, Matthew Learning Facilitator/ Science & Math/ SAC	Effective: 09/10/19 – 12/14/19
Ortiz, Sonora Instructional Assistant/ Science & Math/ SAC	Effective: 09/10/19 – 06/30/20
Phan, Timothy Instructional Assistant/ Student Services/ SAC	Effective: 09/10/19 – 05/29/20
Porter, Michael Learning Facilitator/ Science & Math/ SAC	Effective: 09/10/19 – 12/14/19
Rafael, Rita Instructional Assistant/ Arts, Humanities & Soc. Sci./ SCC	Effective: 09/10/19 – 06/08/20
Rodriguez Palomino, Alondra Instructional Assistant/ Science & Math/ SAC	Effective: 09/10/19 – 06/30/20

Short Term Assignment cont'd

Rodriguez Palomino, Alondra Instructional Assistant/ Science & Math/ SAC	Effective: 09/10/19 – 06/30/20
Santoyo, Marisol Instructional Assistant/ Student Services/ SAC	Effective: 09/10/19 – 06/30/20
Sossaman, Randall Learning Facilitator/ Science & Math/ SAC	Effective: 09/10/19 – 12/14/19
Tomasick, James Learning Facilitator/ Science & Math/ SAC	Effective: 09/10/19 – 12/14/19
Tonies, Tori Learning Facilitator/ Science & Math/ SAC	Effective: 09/10/19 – 12/14/19
Truong, Lee Lee Instructional Assistant/ Arts, Humanities & Soc. Sci./ SCC	Effective: 09/10/19 – 12/15/19
Weatherholt, Branden Learning Facilitator/ Science & Math/ SAC	Effective: 09/10/19 – 12/14/19
West, Ryan Instructional Assistant/ Math & Science/ SCC	Effective: 09/10/19 – 06/05/20
Whitehead, Threasa Learning Facilitator/ Science & Math/ SAC	Effective: 09/10/19 – 06/06/20
Widly, Joseph Learning Facilitator/ Science & Math/ SAC	Effective: 09/10/19 – 12/14/19
Williams, Jacob Learning Facilitator/ Science & Math/ SAC	Effective: 09/10/19 – 12/14/19

Change in Temporary Assignment

Barrios Nicolas Learning Facilitator/ Science & Math/ SAC	Effective: 06/08/19 – 06/30/19
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Additional Hours for Ongoing Assignment cont'd

Soria, Lisset Admissions & Records Spec. I/ Continuing Ed./ CEC	Effective: 07/11/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
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Substitute Assignments

Canett, Mark Student Program Spec./ Student Services/ SAC	Effective: 07/31/19 – 09/30/19
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Castaneda Ramirez, Cesar Student Program Spec./ Student Services/ SAC	Effective: 07/31/19 – 08/30/19
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Collins, Heather Instructional Assistant/ Continuing Ed./ CEC	Effective: 08/19/19 – 12/17/19
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Farah, Amanda Administrative Secretary/ Exec. Division/ SAC	Effective: 08/01/19 – 09/30/19
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Gabriel, Adrian Sr. Clerk/ Continuing Ed./ CEC	Effective: 07/29/19 – 08/26/19
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Kelly, Tracie Sr. Account Clerk/ Fiscal Services/ District	Effective: 08/05/19 – 08/30/19
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Meade, Pal Gardener-Utility Worker/ Admin. Services/ SCC	Effective: 07/16/19 – 10/31/19
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Nagamoto, Glen Sr. District Safety Officer/ District	Effective: 08/15/19 – 06/30/20
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Stevenson, Christopher Gardener-Utility Worker/ Admin. Services/ SCC	Effective: 07/30/19 – 09/30/19
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Tonix, Jorge Student Services Spec./ Student Services/ SAC	Effective: 08/05/19 – 08/30/19 09/02/19 – 09/30/19
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MISCELLANEOUS POSITIONS

Beck, Jonathan Model/ Arts, Humanities & Soc. Sci./ SCC	Effective: 08/26/19 – 06/07/20
Beck, Timothy Model/ Arts, Humanities & Soc. Sci./ SCC	Effective: 08/26/19 – 06/07/20
Bentz, Marie Model/ Arts, Humanities & Soc. Sci./ SCC	Effective: 08/26/19 – 06/07/20
Bentz, Paul Model/ Arts, Humanities & Soc. Sci./ SCC	Effective: 08/26/19 – 06/07/20
Blackwell, Jana Model/ Fine & Performing Arts/ SAC	Effective: 08/26/19 – 06/30/20
Blackwell, Jana Model/ Arts, Humanities & Soc. Sci./ SCC	Effective: 08/26/19 – 06/07/20
Blackwell, Pamella Model/ Fine & Performing Arts/ SAC	Effective: 08/26/19 – 06/30/20
Blackwell, Pamella Model/ Arts, Humanities & Soc. Sci./ SCC	Effective: 08/26/19 – 06/07/20
Brown, Jordan Model/ Arts, Humanities & Soc. Sci./ SCC	Effective: 08/26/19 -06/07/20
Brown, Treallis Coaching Assistant/ Kinesiology/ SAC	Effective: 08/26/19
Cardon, Myrna Child Dev. Intern I/ Child Dev. Services/ SAC	Effective: 08/19/19

MISCELLANEOUS POSITIONS cont'd

Cole, John Model/ Arts, Humanities & Soc. Sci./ SCC	Effective: 08/26/19 – 06/07/20
Cooper, Tyler Coaching Assistant/ Kinesiology/ SAC	Effective: 08/26/19
Figueroa, Alexis Clerical Assistant/ Student Affairs/ SCC	Effective: 09/01/19 – 10/11/19
Garcia, Paola Child Dev. Intern I/ Child Dev. Services/ SAC	Effective: 08/19/19
Gazda Sullivan, Patricia Communities Services Presenter II/ Science & Math/ SAC	Effective: 08/13/19 – 06/30/20
Griego, Ariana Model/ Arts, Humanities & Soc. Sci./ SCC	Effective: 08/26/19 – 06/07/20
Hughes, Kevin Coaching Assistant/ Kinesiology/ SAC	Effective: 08/15/19
Maddox, Kendal Coaching Assistant/ Kinesiology/ SAC	Effective: 08/26/19
Parent, Jordyn Community Services Presenter/ Continuing Ed./ OEC	Effective: 07/29/19
Rivera, Steven Clerical Assistant/ EOPS/ SCC	Effective: 08/05/19 – 11/04/19
Turner, Tracey Model/ Arts, Humanities & Soc. Sci./ SCC	Effective: 08/26/19 – 06/07/20

Instructional Associates/Associate Assistants

Fire Technology Cerda, Gabriel	Effective: 08/26/19
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COMMUNITY SERVICE PRESENTERS

Stipends Effective July 1 – July 10, 2019

Abdul, Quayum	Amount: \$ 210.56
Bishop, John	Amount: \$ 131.60
Dumon, Dori	Amount: \$ 435.00

Stipends Effective July 1 – July 10, 2019 cont'd

Rivera, Rodrigo	Amount: \$ 397.40
Rudd, James	Amount: \$ 1,135.00
Valenti, Donna	Amount: \$ 450.00

Stipends Effective July 11 – August 10, 2019

Abdul, Quayum	Amount: \$ 56.40
Burns, Brigitte	Amount: \$ 169.20
Fletcher, Ashley	Amount: \$ 600.00
MacDonald, Carmen	Amount: \$ 850.00
Maldonado, Sonia	Amount: \$ 420.00
Neal, Phyllis	Amount: \$ 590.00
Nguyen, Jimmy	Amount: \$ 337.50
Rivera, Rodrigo	Amount: \$ 586.15
Rubalcaba, Celia	Amount: \$ 400.00
Wakefield, Robbie	Amount: \$ 517.00
Wilkins, Maurice	Amount: \$ 360.00

VOLUNTEERS

Anderson, Kyle Student Driver/ Kinesiology/ SCC	Effective: 09/10/19 – 06/30/20
Apodaca, Donald Volunteer Driver/ Kinesiology/ SAC	Effective: 09/10/19 – 06/30/20
Polk, Patrick Student Driver/ Kinesiology/ SCC	Effective: 09/10/19 – 06/30/20
Torres Ruiz, Michelle Student Driver/ Kinesiology/ SCC	Effective: 09/10/19 - 06/30/20

**SANTA ANA COLLEGE
STUDENT ASSISTANT LIST**

Aguayo, Donelle M.	Effective: 09/03/19-06/30/20
Arroyo, Jesus A.	Effective: 08/19/19-06/30/20
Barrera, Elena	Effective: 08/13/19-06/30/20
Bonilla Zuniga, Karla L.	Effective: 08/19/19-06/30/20
Botros, Treiza G.	Effective: 08/19/19-06/30/20
Briseno, Agustin	Effective: 08/29/19-06/30/20
Brito, Isabel	Effective: 08/19/19-06/30/20
Carmona, Carlos	Effective: 08/28/19-06/30/20
Caton-Plascencia, Gerardo A.	Effective: 08/22/19-06/30/20
Collins, Candice R.	Effective: 08/20/19-06/30/20
Cruz, Jessica	Effective: 08/26/19-06/30/20
De la Luz, Lucia	Effective: 08/19/19-06/30/20
Espinoza, Viridiana	Effective: 08/19/19-06/30/20
Eusebio, Naibe	Effective: 08/12/19-06/30/20
Garcia, Alejandra	Effective: 08/19/19-06/30/20
Garcia, George A.	Effective: 09/04/19-06/30/20
Garcia, Karen L.	Effective: 09/03/19-06/30/20
Garcia, Merejildo	Effective: 08/27/19-06/30/20
Gomez Rodriguez, Jasmin G.	Effective: 08/19/19-06/30/20
Gonzalez, Jesse R.	Effective: 08/26/19-06/30/20
Ho, Nhat T.	Effective: 08/28/19-06/30/20
Hoang, Khanh Nam	Effective: 08/26/19-06/30/20
Hoang, Thanh K.	Effective: 08/19/19-06/30/20
Huerta, Robin R.	Effective: 08/26/19-06/30/20
Huerta, Sheccid Z.	Effective: 08/26/19-06/30/20
Huynh, Huong Thien	Effective: 08/28/19-06/30/20
Huynh, Van T.	Effective: 08/26/19-06/30/20
Jimenez, Mayra A.	Effective: 08/27/19-06/30/20
Le, Ngoc Hong Diep	Effective: 08/28/19-06/30/20
Le, Phan T.	Effective: 08/22/19-06/30/20

**SANTA ANA COLLEGE
STUDENT ASSISTANT LIST cont'd**

Leon, Pedro	Effective:	08/30/19-06/30/20
Lobato, Vanessa	Effective:	08/26/19-06/30/20
Lopez, Maria C.	Effective:	08/20/19-06/30/20
Lopez, Ramon	Effective:	08/22/19-06/30/20
Lopez, Skylar L.	Effective:	09/04/19-06/30/20
MacHuca, Lineth L.	Effective:	08/28/19-06/30/20
Manzo, Maria Guadalupe A.	Effective:	08/19/19-06/30/20
Martinez, Joel M.	Effective:	08/28/19-06/30/20
Martinez, Michael E.	Effective:	08/19/19-06/30/20
Mata, Joshua J.	Effective:	08/29/19-06/30/20
Mateo Morales, Diego L.	Effective:	08/19/19-06/30/20
Medina, Margarita	Effective:	08/30/19-06/30/20
Murillo, Yvette E.	Effective:	08/22/19-06/30/20
Navarro, Omar G.	Effective:	08/26/19-06/30/20
Nguyen, An P.	Effective:	08/23/19-06/30/20
Nguyen, Huynh Minh An	Effective:	08/26/19-06/30/20
Nguyen, Nhut M.	Effective:	08/26/19-06/30/20
Nguyen, Thanh Huong	Effective:	08/26/19-06/30/20
Nguyen, Truc Quynh	Effective:	08/22/19-06/30/20
Ochoa, Carmen L.	Effective:	08/19/19-06/30/20
Ochoa, Makena G.	Effective:	09/04/19-06/30/20
Oliden Perez, Karen E .	Effective:	08/12/19-06/30/20
Olivares, Christian A.	Effective:	08/22/19-06/30/20
Olivo, Sayelly	Effective:	08/19/19-06/30/20
Ortega, Alexa	Effective:	08/29/19-06/30/20
Padilla, Luis P.	Effective:	08/26/19-06/30/20
Palestino, Patricia	Effective:	08/28/19-06/30/20
Pham, Thi Thanh Xuan	Effective:	08/19/19-06/30/20
Quintana, Logan P.	Effective:	08/27/19-06/30/20
Ramos, Anai	Effective:	08/26/19-06/30/20
Rivera, Chelcie L.	Effective:	08/31/19-06/30/20
Rodriguez, Stephanie V.	Effective:	08/26/19-06/30/20
Ruiz, Carlos D.	Effective:	08/20/19-06/30/20
Ruiz, Jennifer M.	Effective:	08/26/19-06/30/20
Ruiz, Madrid A.	Effective:	08/19/19-06/30/20
Sanchez, Leopoldo	Effective:	08/27/19-06/30/20
Sanchez, Carla-Marie P.	Effective:	08/19/19-06/30/20
Serrato, Celia	Effective:	08/27/19-06/30/20
Sitt, Emily	Effective:	08/19/19-06/30/20
Soto Aguilar, Olga D.	Effective:	08/20/19-06/30/20
Stevens, Pauline D.	Effective:	08/26/19-06/30/20
Ta, Tuong V.	Effective:	08/29/19-06/30/20
Torres, Brisna V.	Effective:	08/19/19-06/30/20
Torres, Megan L.	Effective:	08/28/19-06/30/20
Torres Jr, Arturo	Effective:	08/20/19-06/30/20
Tran, Duc D.	Effective:	08/19/19-06/30/20
Trieu, Ngoc H.	Effective:	08/26/19-06/30/20

**SANTA ANA COLLEGE
STUDENT ASSISTANT LIST cont'd**

Valencia, Sara	Effective:	08/15/19-06/30/20
Vega, Angela M.	Effective:	08/27/19-06/30/20
Velasco, Nataly	Effective:	09/03/19-06/30/20
Vielma, Beverly	Effective:	08/26/19-06/30/20
Wood, Jason R.	Effective:	08/26/19-06/30/20
Zamora, Cristopher	Effective:	08/22/19-06/30/20
Zuniga, Angel J.	Effective:	09/03/19-06/30/20

**SANTIAGO CANYON COLLEGE
STUDENT ASSISTANT NEW HIRE LIST**

Arias, Brenda	Effective:	08/19/2019 – 06/30/20
Black, Diana	Effective:	08/02/2019 – 06/30/20
Brockway, Madaline	Effective:	08/19/2019 – 06/30/20
Cho, Rachel	Effective:	08/19/2019 – 06/30/20
Cline, Dallas	Effective:	08/19/2019 – 06/30/20
Dumazedier, Mael	Effective:	08/19/2019 – 06/30/20
Espinoza, Alondra	Effective:	08/19/2019 – 06/30/20
Fernandez, Euronymous	Effective:	08/13/2019 – 06/30/20
Flexman, Brandon	Effective:	08/19/2019 – 06/30/20
Gallardy, Jovany	Effective:	08/19/2019 – 06/30/20
Garcia, Kenneth	Effective:	08/19/2019 – 06/30/20
Garcia, Anahi	Effective:	08/19/2019 – 06/30/20
Gazard-Waggoner, Czarina	Effective:	08/01/2019 – 06/30/20
Godinez, Ricardo	Effective:	08/19/2019 – 06/30/20
Guray, Aidan	Effective:	08/19/2019 – 06/30/20
Hallo, Edward	Effective:	08/18/2019 – 06/30/20
Ibrahim, Ramsey	Effective:	08/18/2019 – 06/30/20
Jimenez, Jailene	Effective:	08/14/2019 – 06/30/20
Johnson, Kaitlind	Effective:	08/19/2019 – 06/30/20
Marquez-Romero, Juan	Effective:	08/14/2019 – 06/30/20
Martin, Colby	Effective:	08/19/2019 – 06/30/20
McLaughlin, Caley	Effective:	08/19/2019 – 06/30/20
McMillen, Jonah	Effective:	08/18/2019 – 06/30/20
Moreno Lopez, Maria	Effective:	08/19/2019 – 06/30/20
Norouzshad, Arshia	Effective:	08/19/2019 – 06/30/20
Ortiz, Giancarlo	Effective:	08/19/2019 – 06/30/20
Prado, Jonathan	Effective:	08/19/2019 – 06/30/20
Randazzo, Cecilia	Effective:	08/13/2019 – 06/30/20
Reyes, Isaac	Effective:	08/14/2019 – 06/30/20
Rincon, Jacob	Effective:	08/18/2019 – 06/30/20
Ruiz, Ashley	Effective:	08/19/2019 – 06/30/20
Satele, Addison	Effective:	08/26/2019 – 06/30/20
Smith, Angelia	Effective:	08/19/2019 – 06/30/20
Taneca, Ricca	Effective:	08/19/2019 – 06/30/20
Vasi-Nazir, Sehr	Effective:	07/11/2019 – 06/30/20
Vole, Brandon	Effective:	08/19/2019 – 06/30/20

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES

To:	Board of Trustees	Date:	September 9, 2019
Re:	Public Disclosure of Collective Bargaining Agreement between the Rancho Santiago Community College District and the Rancho Santiago Community College District Continuing Education Faculty Association (CEFA)		
Action:	Request for Approval		

BACKGROUND

Negotiations between the District and the Rancho Santiago Community College District Continuing Education Faculty Association (CEFA) have been completed. The reopener agreement has been negotiated and was ratified by the CEFA on August 29, 2019. The proposed agreement is now presented to the Board of Trustees for approval.

ANALYSIS

The fiscal implications and terms of the proposed agreement are detailed on the disclosure form.

RECOMMENDATION

It is recommended that the Board of Trustees approve the collective bargaining agreement with the Rancho Santiago Community College District Continuing Education Faculty Association (CEFA).

Fiscal Impact:	Presented on Attached Disclosure Form	Board Date:	September 9, 2019
Prepared by:	Tracie Green, Vice Chancellor, Human Resources		
Submitted by:	Tracie Green, Vice Chancellor, Human Resources		
Recommended by:	Marvin Martinez, Chancellor		

RSCCD and CEFA Tentative Agreement

August 21, 2019

Article 11: 2018-19 salary schedule increased by COLA (3.26%) effective the first day of the Fall Semester 2019.

Article 9.14: CEFA withdraws all changes except for the agreed upon changes/additions of “10 working days” in paragraph three and #1 (below)

Whenever complaints about a unit member are made to the district’s administration and/or Governing Board by students, community members, colleagues, administration or special funding agencies, the unit member shall be informed within ten (10) working days. ~~in a timely manner.~~

The signed written complaint shall be delivered to the unit member(s) about whom the complaint is regarding by the administrator who receives the complaint within ten (10) working days ~~14 calendar days of receipt.~~

Article 6: All of Article 6 remains unchanged except as below.

6.5.1 Unit members shall be evaluated by the appropriate administrator or designee the first semester or term of employment. Subsequent evaluations shall be made once during the second year of employment, and every three (3) years thereafter. For members working in the classroom, the The evaluation shall be on the negotiated form found in ~~Appendix~~ Exhibit D. For members working as counselors, the evaluation form shall be on the negotiated form found in Exhibit F. It shall be signed by the appropriate administrator and shall be transmitted to the appropriate Vice President and then to Human Resources for placement in the personnel file.

6.9.1 (a) For members working in the classroom, the The appropriate administrator or a designee will conduct the student evaluations using the negotiated form found in ~~Appendix~~ Exhibit E. For members working as counselors, the appropriate administrator or designee will conduct the student evaluations using the negotiated from found in Exhibit G.

(b) Student narrative comments on the official form or card are typed to preserve anonymity, and then given to the unit member. Identical response may be tabulated and not retyped. No additional copies are made.

(c) Student evaluation cards should be retained by the division until the end of the semester in which the evaluation is given.

Evaluation forms: maintain "Exceeds Expectations" choice on the forms. Implementation of Student Counselor Form effective Fall 2019 (CEFA presented, dated 8/21/19)

District agrees to present initial bargaining proposal for successor contract at Board of Trustees meeting on or before February 1, 2020.

For the District



Tracie Green

Vice Chancellor of Human Resources

For CEFA



Evelyn Elmore

CEFA President

RSCCD and CEFA Tentative Agreement
August 21, 2019

*Counselor Student
Evaluation*

Semester: _____

Counselor: _____

I received help in (may check more than one):

- ____ Academic Advisement/Educational Plan
- ____ Career Planning
- ____ Personal Concerns
- ____ Other: _____

I saw the counselor:

- ____ By appointment
- ____ On a walk-in basis

Please rate your counseling session on the following items by checking the appropriate column:

	AGREE	DISAGREE	N/A
I felt at ease with the counselor.			
The counselor seemed interested in me <u>my concerns</u> .			
The counselor helped me see my situation more clearly.			
The counselor helped me clarify my goals.			
The counselor helped me secure <u>obtain</u> the information I needed.			

Would you see this counselor again? ____ Yes ____ No
Please comment as to why or why not.

The Counseling Division is always interested in providing a quality program. If you have suggestions for improvement or wish to make additional comments, please state below.

JJ 8/21/2019
ll
8/21/2019

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213) and Gov. Code 3547.5

Rancho Santiago Community College District

Name of Bargaining Unit: Continuing Education Faculty Association

The proposed agreement covers the period beginning 07/01/2019 and ending 06/30/2020
and will be acted upon by the Governing Board at its meeting on September 9, 2019

A. Proposed Change in Compensation

Compensation		Fiscal Impact of Proposed Agreement		
		Current Year 2019-2020		
1.	Step and Column - Increase (Decrease) Due to movement plus any changes due to settlement	Cost (+/-)	\$55,154	
2.	Salary Schedule Increase (Decrease)	Cost (+/-)	\$322,737 3.260%	
3.	Other Compensation - Increase (Decrease) (Stipends, Bonuses, etc.) FRINGE BENEFITS	Cost (+/-)	\$0	
4.	Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	Cost (+/-)	\$147,174	
5.	Health/Welfare Plan - Increase (Decrease)	Cost (+/-)	\$0	
6.	Total Compensation - Increase (Decrease) (Total Lines 1 - 5)	Cost (+/-)	\$525,065	
7.	Total Number of Represented Employees		570	
8.	Total Compensation Cost for Average Employee - Increase (Decrease)	Cost (+/-)	\$921 4.29%	

Please include comments and explanations as necessary:

Article 11 = 2018-2019 Salary schedule increased by COLA (3.26%) effective the first day of the Fall semester 2019

B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development days, teacher prep time, etc.)

Article 9.14 = Complaints about a unit member, the unit member shall be informed within ten (10) working days. Signed written complaint shall be delivered to the unit member(s) about whom the complaint is regarding by the administrator who receives the complaint within ten (10) working days of receipt.

Article 6.5.1= Members working in the classroom, the evaluation form is found in Exhibit D. Members working as counselors, the evaluation form is found in Exhibit F.

Article 6.9.1(a) = Members working in the classroom, student evaluations form is found in Exhibit E. Members working as counselors, the student evaluations form is found in Exhibit G.

C. What are the specific impacts on instructional and support programs to accommodate settlement? Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations?

None

D. What contingency language is included in the proposed agreement (reopeners, etc.)?

E. Source of Funding for Proposed Agreement

1. Current Year

Base revenue

2. How will the ongoing cost of the proposed agreement be funded in future years?

Base funding

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	N/A
b. State Standard Minimum Reserve Percentage for this District	N/A
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$50,000 for a district with less than 1,001 ADA)	N/A

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	N/A
b. General Fund Budgeted Unrestricted Unappropriated Amount	N/A
c. Special Reserve Fund (J-207) Budgeted Designated for Economic Uncertainties	N/A
d. Special Reserve Fund (J-207) Budgeted Unappropriated Amount	N/A
e. Article XIII B Fund (J-241) Budgeted Designated for Uncertainties	N/A
f. Article XIII B Fund (J-241) Budgeted Unappropriated Amount	N/A
g. Total District Budgeted Unrestricted Reserves	N/A

3. Do unrestricted reserves meet the standard minimum reserve amount? Yes X No ___

G. Certification

<p>The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and GC 3547.5</p>	
<p>_____</p> <p>District Chancellor</p>	<p>_____</p> <p>Date</p>

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES

To:	Board of Trustees	Date: September 9, 2019
Re:	Approval of the First Amendment to the Agreement for Claims Administrative Services	
Action:	Request for Approval	

BACKGROUND

In 2017, the district switched from a fully-funded workers' compensation program to one where we are self-funded for the first \$150,000. In order to do so, we needed to enter into a contract with a Third Party Administrator, York Risk Services Group. This Amendment to the Agreement for Claims Administrative Services updates the term of the original contract to the current fiscal year and updates some of the claims administration pricing.

ANALYSIS

These fees are the same fees negotiated by ASCIP on behalf of all their members.

RECOMMENDATION

It is recommended that the Board of Trustees approve the First Amendment to the Agreement for Claims Administrative Services as presented.

Fiscal Impact: Based on Utilization	Board Date: September 9, 2019
Prepared by: Don Maus, Director of Workplace Safety and Risk Management	
Submitted by: Tracie Green, Vice Chancellor, Human Resources	
Recommended by: Marvin Martinez, Chancellor	

**FIRST AMENDMENT
TO THE AGREEMENT FOR CLAIMS ADMINISTRATION SERVICES**

This First Amendment to that certain Agreement for Claims Administration Services dated as of July 1, 2019 (collectively the “Agreement”) by and between Rancho Santiago Community College District (“Client”) and York Risk Services Group, Inc. (“York”);

WITNESSETH

WHEREAS, the parties wish to extend the term of their Agreement; and

WHEREAS, the parties wish to amend the fee schedule of this Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other goods and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section II entitled “TERM OF AGREEMENT” shall be revised to include the following:

“This term of this Agreement has been extended from July 1, 2019 through June 30, 2020.”

2. Effective July 1, 2019, Exhibit A of the Agreement shall no longer apply. From and after such date, the provisions set forth in the attached Exhibit A will apply instead.

3. Effective July 1, 2019, Exhibit A-1 of the Agreement shall no longer apply. From and after such date, the provisions set forth in the attached Exhibit A-1 will apply instead.

4. Effective July 1, 2019, Exhibit A-2 of the Agreement shall no longer apply. From and after such date, the provisions set forth in the attached Exhibit A-2 will apply instead.

5. All other terms of the Agreement shall remain in force and unchanged. Any conflicts between this Amendment and the original Agreement, including prior executed amendments, shall be superseded by the terms provided herein.

In witness whereof, the parties have executed this amendment to be effective as of July 1, 2019.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

YORK RISK SERVICES GROUP, INC.

By: _____

By: _____

Name: _____

Jody Moses
Senior Vice President

Date: _____

Date: _____

EXHIBIT A

TERM	ANNUAL FEE FOR CLAIMS ADMINISTRATION (Invoiced Quarterly)
July 1, 2019 – June 30, 2020	\$0 (Paid by ASCIP)

The following Managed Care Fees are processed as Allocated Loss Adjustment Expense to the individual claim files.

Bill Review:

\$7.00 per bill

23% of PPO savings for Anthem and Coventry PPO

18% of PPO savings for all other PPO

20% Negotiation, Third Party Specialty Bill Review

Utilization Review:

\$89 per review by Nurse

\$165 per Physician Review

Medical Provider Network

\$750 per month

Case Management:

\$93.00 hourly for Nurse Case Management

During the term of a multi-year contract, except for items for which pricing for each year is explicitly listed above, **all fees after the first full year are subject to increase** by the greater of 3% or the percentage increase as reported by the U.S. Department of Labor - Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>) for the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, All Items, covering the prior twelve-month period, valued as of the month ending two months prior (to allow time for reports to be published) to the anniversary date of the contract. For all contracts, pricing at the end of the contract term and each year thereafter will increase by such amount, provided that (i) both parties agree and enter into a renewal contract, or (ii) the parties continue with the existing contract on a month-to-month basis.

EXHIBIT A-1
Scope of Services
York Risk Services Group, Inc.
07-01-2019 to 06-30-2020

I. General Description

York Risk Services Group, Inc. (York) will provide Workers' Compensation "Repricing Services" and "Medical Management Services" (collectively, "Managed Care Services") for ASCIP, as further described herein. At its sole discretion, ASCIP may employ or not employ any of the Managed Care Services listed herein.

II. Repricing Services

During the term of the Third Party Administrator agreement and as directed by ASCIP, York will provide the following Repricing Services:

1. Definitions: "Repricing Services" refers to the retrospective review and adjudication of workers' compensation medical bills, employing some or all of the following individual service elements:
 - i. "Medical Bill Review" or "MBR," which refers to all Repricing techniques and services not otherwise specifically defined in this Section II.1. Medical Bill Review includes but is not limited to the application of state fee schedules, the application of usual/customary medical billing data and databases, the application of CCI Edits, manual review to ensure correction of billed procedure/billing/diagnosis codes and/or designations that are inconsistent with services provided, manual audit by senior MBR analysts or nurses, and when appropriate manual review of bills on compensable to identify and correct billings that are inappropriate due to being medically unrelated to the compensable injury.
 - ii. "Preferred Provider Organization" or "PPO," which refers to organizations that have negotiated volume-based discounts with unaffiliated physicians and medical facilities, and the payment discounts offered by these organizations.
 - iii. "Internal Bill Negotiation" or "Negotiation," which refers to direct negotiation with physicians and medical facilities for reductions to medical bills.
 - iv. "Specialty Bill Review" or "SBR," which refers to third-party specialty services providing discounts negotiated with physicians and medical facilities.
 - v. Supporting operations such as program reporting, data submission to state bodies, and data interfaces with claims administrators and case management companies.
2. Medical Bill Review: York shall review and make appropriate payment recommendations on all medical bills submitted for review by the adjuster. The bills shall be reviewed in accordance with authorized ASCIP's payment codes as well as validated for compensability against ASCIP claim, vendor and UR decision files. York agrees to work with ASCIP's managed care consultant Donn & Company ("DonnCo") to deliver optimal service performance, in areas including but not limited to provision of staff meeting ASCIP requirements for experience and training, high level manual review of medical bills covering the range of procedures identified by DonnCo, specifications for thresholds for the use of Negotiation and SBR services, and program

reporting compliant with DonnCo reporting specifications. MBR savings will be identified and applied to every bill reviewed by York to the maximum ability of York. York agrees to implement in full DonnCo's program delivery specifications (the "Model"), as detailed in the DonnCo Model document and updates provided from time to time by DonnCo and acknowledged and accepted by York.

3. PPO: As directed by the ASCIP and subject to the approval of PPO Network(s), York shall administer one or more Networks that have negotiated contract rates with hospitals and providers, in an order of priority acceptable to the ASCIP. ASCIP may at its sole discretion disallow the use of any PPO. For savings and fee calculation purposes, York shall only attribute to PPO services the incremental savings beyond the maximum savings achievable through MBR.
4. Negotiation: York may employ internal bill negotiation techniques and resources to achieve additional discounts beyond those achieved through MBR and PPO. York shall only employ Negotiation techniques when it determines that Negotiation will yield incremental medical payment reductions in addition to reductions achieved through MBR and PPO. For savings and fee calculation purposes, York shall only attribute to Negotiation services the incremental savings beyond the maximum savings achievable through MBR and PPO.
5. Specialty Bill Review: York may employ various third-party SBR services for the purpose of obtaining additional savings beyond the maximum savings that may be achieved by using its own internal bill review resources and its PPO partners. For savings and fee calculation purposes, York shall only attribute to these third-party SBR services the incremental savings beyond the maximum savings achievable through MBR and PPO services, and shall direct all its third-party SBR partners to calculate savings only in this manner. ASCIP may at its sole discretion disallow the use of any third-party SBR service.
6. Scanning: York claims staff will scan all ASCIP medical bills and required reports, and store the corresponding image files electronically as directed by ASCIP. The scanner used to scan ASCIP bills shall be capable of producing image quality sufficient for electronically indexing all scanned images to particular ASCIP bills and claims. Scanning of bills shall be performed daily by York's staff or subcontractor. Upon completion of scanning, all documents shall be destroyed or returned to ASCIP, as directed by ASCIP.
7. Imaged Document Storage: At the direction of the ASCIP, York will store and maintain all medical bill and report images for a period of no less than five (5) years. York shall provide ASCIP with online access to any internet-based system it offers for purposes of providing ASCIP access to these electronic documents. York will make image files generated over the preceding two years available through such systems. York will also download all historic ASCIP images, convert these images to a file format consistent with York format, and provide ASCIP with access to these images consistent with ASCIP's requirement to have access to images generated over the preceding two years. York will also provide image data on an on-demand basis as prescribed by ASCIP.
8. Medical Provider Network ("MPN"): If ASCIP employs the WellComp MPN or an ASCIP MPN customized off the WellComp MPN platform, York will work with ASCIP to develop and provide MPN performance analytics as directed by ASCIP. These analytics may include, but not be limited to, quantification and reporting of IMR results (MPN vs. non-MPN aggregate results, and/or by specific provider), litigation activity (MPN vs. non-MPN aggregate results, and/or by

specific provider), and MPN medical billing volume and fees (MPN aggregate results, and/or by specific provider).

9. Client-Directed Networks: York will electronically interface with all Ancillary Services providers, PPOs and/or similar networks employed by ASCIP, for purposes of receiving and processing billings. York shall preserve the payment discounts of such networks without charging any additional fees to ASCIP beyond the MBR fee. If required by ASCIP, York will enforce payment discounts of such networks. York's electronic interface(s) with such network(s) will be established as mutually agreed between York and ASCIP, but in no event within more than four (4) months following ASCIP notice to York of the need for such interface(s) with the understanding that there may be additional costs associated to this direction.
10. Turn Around Time: With the exception of medical charges and services that may be subject to Retrospective Utilization Review (RUR), York will provide its best effort to complete the review of standard medical bills and bills subject to the primary PPO within ten (10) business days of receipt of such bills. For complex bills that require high level reviews (i.e. surgery bills, hospital bills, services not covered by fee schedule, etc.), York will provide its best effort to complete the review of such bills within Fifteen (15) business days of receipt of such bills. All bills will be reviewed within statutory or regulatory time frames unless otherwise approved. If York requires additional information to review a bill, it will request the additional information from the appropriate party. If for any reason during the term of this agreement the processing of a medical bill is delayed by the actions or failure to act by York, any and all penalties and/or interest charges incurred under applicable jurisdictional rules, regulations, code, or laws shall be the sole responsibility of York.
11. Mailing Explanations of Review ("EORs"): If so directed by ASCIP, York will mail EORs for denied bills to providers on behalf of ASCIP within one (1) business day of transferring of the Payment File. The contents of EORs will be compliant with all applicable jurisdictional requirements.
12. Provider Inquiries: York will respond to all inquiries on disputed bills reviewed by York for the duration of the contract and up to six months after termination of Managed Care Services agreement. York shall provide to ASCIP upon request any correspondence between York and providers regarding provider billing disputes.
13. Hearing Representation: As required by ASCIP, York will provide supporting documentation or an expert witness with appropriate qualifications at lien hearings for bills reviewed by York and other payment dispute meetings and conferences, provided that ASCIP has advised York of said requests within fifteen (15) calendar days, or as soon as reasonably possible if ASCIP has received less notice itself. This representation will be provided for all disputed bills reviewed by York for the duration of Managed Care Services agreement and up to six months after termination of Managed Care Services agreement.
14. State Reporting: For any review activity for which electronic reporting is required by the state(s) in which ASCIP incurs Workers' Compensation medical claim obligations, York shall report ASCIP medical data as required by that state and in compliance with all relevant state reporting statutes and regulations. York or its MBR software partner will compile all data elements and deliver complete data to the appropriate recipient. Upon request, ASCIP will receive a copy of transactions/transmissions history performed by York or its software partner for reporting

compliance purposes. In the event of transaction errors, York will notify ASCIP immediately of all errors resulting from ASCIP claims data. If errors resulted from Repricing data elements, York will correct the errors and resubmit the transmission to the applicable state(s) pursuant to applicable rules and regulations. York shall not be responsible for the failure of ASCIP to deliver claim information to York or errors in claim information as provided by ASCIP to York.

15. Personnel Training and Certification: York will provide and fulfill all applicable state reporting, training and certification requirements, including without limitation providing bill review personnel training and certification in accordance with any applicable jurisdictional requirements.
16. Electronic Billing: In compliance with state requirements, York will provide a solution for receipt of electronic billing from medical providers in full compliance with any jurisdictional requirements. Electronic bills shall be reviewed in accordance with the applicable state rules and regulations. (Electronic billing is not associated to employer direction or submission of bills).
17. Monthly Reports/Invoice: York will provide ASCIP and its agents reports and invoices that satisfy ASCIP requirements.
18. Data Stewardship: York will maintain in its entirety all electronic ASCIP workers' compensation medical billing/payment data it receives or generates through the course of Services provided. In the event the Managed Care Services agreement is terminated or completed, York will provide all such data to ASCIP's new service provider, In accordance with mutually agreed upon layouts.
19. Provider Overpayment: York will reimburse ACSIP in full for any and all provider overpayments resulting from incorrect payment recommendations issued to ACSIP made by York or any of its subcontractors, provided however that York's liability for such overpayments shall be limited to \$50,000 per year ("Reimbursement Limit"), and progress towards each year's Reimbursement Limit shall be calculated based on the year in which overpayment(s) occurred rather than year in which overpayment(s) are identified. For purposes of Reimbursement Limit calculation, years shall start on effective date and each anniversary thereof. In the event an overpayment is identified that led to ACSIP overpayment of a medical provider, York will seek overpayment reimbursement from that provider on behalf of ACSIP. If York cannot recapture overpayment within one hundred eighty (180) days of the identification of the overpayment, York will reimburse ACSIP directly for the total amount of the overpayment
20. Fee Overcharges: York will reimburse ASCIP in full for any and all service fees charged above contractual rate.
21. Electronic Data Interface ("EDI") with ASCIP's Pharmacy Benefits Manager ("PBM"): York Risk Services will maintain a full EDI with ASCIP's chosen PBM, allowing for outbound delivery of claim eligibility data to the PBM, and inbound receipt of billing/payment data from the PBM, as required by ASCIP. Should ASCIP change PBM vendors at any time during this Agreement, York Risk Services will build this same EDI with ASCIP's new PBM vendor(s) within 60 (sixty) days of being notified of such change. York Risk Services will provide all technical and operational resources necessary to build these EDIs.

III. Medical Management Services

During the term of Managed Care Services agreement and as directed by ASCIP, York will provide the following Medical Management (“MM”) Services:

1. Definitions: York will provide Workers’ Compensation Medical Management services as requested by ASCIP, including the following individual service elements:
 - a. “Utilization Review” or “UR,” which means the review of medical treatment requests; the determination of the appropriateness of such requests under state-mandated guidelines; the rendering, delivery and communication of such determinations in compliance with all applicable jurisdictional regulations and requirements; and any ancillary services, workflows and systems required to deliver such services. UR includes but is not limited to the following individual service components:
 - i. “Nurse Review” or “NR,” which means the initial review of proposed medical treatment for approval or referral to Physician Review (defined below), with such determinations made based on nationally recognized treatment guidelines such as MTUS (Medical Treatment Utilization Schedule) and ACOEM (American College of Occupational & Environmental Medicine). NR includes the rendering of approval determinations and the communication of such determinations to statutorily-required parties (including but not limited to claims adjusters, injured workers, physicians and medical facilities, attorneys and ASCIP members), in compliance with jurisdictional statutes and regulations.
 - ii. “Physician Review” or “PR,” which means the physician-rendered review of proposed medical treatment by a physician licensed and qualified to render decisions to approve, adjust or deny such treatments, in accordance with nationally recognized treatment guidelines. PR includes the rendering and communication of such determinations to statutorily-required parties (including but not limited to claims adjusters, injured workers, physicians and medical facilities, attorneys and ASCIP members), in compliance with jurisdictional statutes and regulations.
 - b. “Nurse Case Management,” or “NCM,” “Case Management,” or “CM,” means the clinical review and management of ongoing medical treatment provided to ASCIP injured employees, for the purpose of maximizing appropriate and efficient treatment for ASCIP injured employees. CM includes but is not limited to the following service components:
 - i. “Telephonic Case Management” or “TCM,” which means the ongoing telephonic management of patient treatment by a nurse professional.
 - ii. “Field Case Management” or “FCM,” which means the ongoing onsite management of patient treatment by a nurse professional.
 - iii. Ancillary services and supporting operations such as program reporting and treatment directive exchange with medical bill review service operations.
 - c. Delivery of documentation and information required by “Independent Medical Review” or “IMR.” IMR means the process established and regulated by California Senate Bill

863, under which an injured worker may appeal a UR decision through an independent review performed by the organization (“Independent Medical Review Organization” or “IMRO”) designated by the California Division of Workers’ Compensation (“DWC”).

2. Services: York will provide all the Medical Management services listed in the Definitions above, in compliance with all jurisdictional statutes and regulations. If elected by ASCIP, York will cooperate with ASCIP and make all commercially reasonable efforts to provide Medical Management services through a subcontractor that is identified by ASCIP as having the capability to optimally deliver all financial and operational service elements detailed in this RFP.

York agrees to work with ASCIP and its agents to deliver optimal service performance, in areas including but not limited to provision of staff meeting ASCIP requirements for experience and training, customization of MM referral triggers and UR determination letters to maximize cost-efficient use of MM services and optimize MM outcomes, and program reporting compliant with DonnCo reporting specifications. York agrees to implement the DonnCo Model, as detailed in the DonnCo Model document and updates provided from time to time by DonnCo and acknowledged and accepted by York.

York will work in good faith with ASCIP and its agents to implement adhere to all commercially reasonable practices necessary to achieve ASCIP goals for reduction of MM service usage such that MM services provide maximum efficiency as determined by ASCIP.

3. UR Plan: York shall develop, file, and to the best of its ability obtain State of California approval of an ASCIP-specific UR plan compliant with California workers’ compensation statutes and regulations. York shall use commercially reasonable best efforts to obtain approval within timeframes required by the State of California.
4. Determination Letters: URO determination letters shall cite multiple relevant treatment guidelines when indicated, with the guidelines employed to adhere to best-practice state recommendations or requirements. The content of UR determination letters shall satisfy all ASCIP standards.
5. UR Turnaround Time and Documentation: All Medical Management Services and corresponding documentation will be provided within timeframes that comply with applicable jurisdictional statutes and regulations governing the delivery of UR services. All documentation issued as part of Medical Management Services will contain information that is fully compliant with all jurisdictional statutes and regulations.
6. Referral Criteria: York shall adhere to the referral criteria approved by ASCIP specifying which types of treatment requests will be sent to UR and CM for ASCIP. York shall work with ASCIP and its agents in the development of the referral criteria used to determine whether or not medical treatment requests are subject to UR/CM
7. MPN Provider Profiling and Outreach: York will provide ASCIP with provider-specific UR outcomes data, segmented by any data field captured through the UR process, and communicate with ASCIP providers as required by ASCIP to improve MPN provider performance (i.e. details of non-compliant treatment requests).
8. Repricing Interface: As directed by ASCIP, York will upload in a format acceptable to ASCIP

all treatment recommendations, limitations, and determinations to Repricing systems of York, as applicable, for entry and enforcement through the bill review system employed for the review of ASCIP workers' compensation medical bills. York will upload this information within timeframes specified by ASCIP, however all UR information shall be provided no later than three (3) business days subsequent to the development of this information by York UR personnel.

9. Program Reporting: York will provide ASCIP with monthly reports as specified by ASCIP. York shall provide mutually agreed upon customized program reports as directed by ASCIP or its designees.
10. Invoices: York will provide ASCIP and/or its designee(s) invoices in a format and on a delivery schedule as directed.
11. Personnel: Where applicable York personnel assigns to ASCIP's program will be approved by ASCIP prior to such assignment. All nurse and physician personnel providing Medical Management Services on ASCIP cases will carry all licenses, certifications, and degrees required to provide such Medical Management Services in the applicable jurisdiction. Notwithstanding the fact that ASCIP maintains the right to approve the assignment of nurses performing case management activities, York is and remains solely responsible for providing qualified personnel under Managed Care Services agreement and York's liability for such provision of qualified personnel is not in any way limited by ASCIP's approval.
12. Voluntary Appeals Process: For denied or modified treatment requests, York will provide a voluntary appeals process for ASCIP injured workers. UR determination letters sent to ASCIP employees and their attorneys will include regulatory approved language describing this appeals process.
13. Drug/Narcotics Review Program: If elected by ASCIP, York will implement a drug/narcotics review program whereby red flag narcotics treatment requests or activity (identified by ASCIP or York) are escalated to a specific narcotics review process. At ASCIP discretion, this narcotics review process may involve a heightened level of treatment review.
14. Hearing Representation: As required by ASCIP and in relation to the Medical Management Services rendered, York will provide supporting documentation, physician reviewer and/or expert witness with appropriate qualifications at hearings and lien and other payment dispute meetings and conferences, without additional cost to ASCIP, provided that ASCIP has advised York of said requests within fifteen (15) calendar days, or as soon as reasonably possible if ASCIP has received less notice itself. This representation will be provided by York for the duration of Managed Care Services agreement and up to six months after termination of Managed Care Services agreement. York will work with ASCIP to ensure a mutually effective strategy for defending issues raised by their employee(s) and/or applicant attorney(s) on issues related to UR and IMR.
15. Data Exchange Formats: York will employ data exchange technology and security protocols that conform fully to ASCIP requirements, and make necessary modifications to this technology and these protocols when required by ASCIP. York will support and employ a data exchange facility using SFTP security protocols no later than ninety (90) days following the date of execution of Managed Care Services agreement, unless otherwise mutually agreed by the parties.

16. State Audits: York will perform Medical Management Services in full compliance with all requirements of California Workers' Compensation regulations. All Medical Management Services and corresponding documentation will be provided within timeframes and containing information that is fully compliant with California state statutes and regulations. York will reimburse ASCIP in full for any and all California state audit penalties incurred by ASCIP as a result of York omission or error.
17. SB 863: York will perform Medical Management Services in full compliance with all requirements of California Senate Bill 863 and statutes for IMR. Such compliance will include but not be limited to providing ASCIP with all resources as required by ASCIP for the fulfillment of IMR processes, and providing ASCIP with UR decision information and medical necessity information as required by ASCIP. York will reimburse ASCIP in full for all IMR costs and administrative costs related to IMR decisions that find not in favor of ASCIP due to 1) errors that IMRO determines to have resulted from York error, and 2) and errors determined by IMRO to result from failure to follow UR procedural requirements specified under state regulations. Procedural errors shall include but not be limited to: missing signatures required in any York documents or UR decision letters; York failure to provide documentation or other correspondence (written or verbal) within required timeframes; York failure to include required documentation or reports in its written correspondence; York failure to review relevant medical reports in rendering UR decisions (unless York requested and did not receive such reports, provided York requested such reports at least one time from ASCIP, and one time from medical provider in the event ASCIP did not have all requested reports); and York failure to identify information (e.g. MRI results) included in documentation York received from ASCIP or medical providers (provided such information is deemed by IMRO to be relevant to UR decision). Notwithstanding any language to the contrary contained herein, York shall not be responsible for IMR costs or penalties resulting from IMR decisions that find not in favor of ASCIP due to new injury information being submitted to IMRO at the time of the IMR. York shall not be responsible for IMR costs resulting from IMRO determinations rendered (upheld /overturned) in which no error was present yet resulted in a different determination/conclusion.
18. IMR Results Tracking: York shall track all IMR results that are provided to York by IMRO and/or ASCIP, whether delivered in paper format or electronically. If delivered in paper format, York shall scan and convert such documents into electronic files. York Risk Services shall store such IMR files electronically, together with other documentation associated with each IMR's respective case.

Exhibit A-2 Pricing & Service Level Agreements

Service Component	Rates/Terms
I. Service Rates	
Medical Bill Review ("MBR") ¹	\$7.00 per bill. \$3.50/bill for claims examiner denied bills (including non-MPN bills denied by an examiner). No fee for adjudication of duplicate bills.
PPO ²	23% of PPO savings for Anthem and Coventry PPOs. 18% of PPO savings for all other PPOs.
Negotiation and Specialty Bill Review ("SBR") ²	20% of Negotiation/SBR savings
Medical Provider Network ("MPN"): MPN application and maintenance including initial panel setup and periodic updates.	<p>\$750 per month. Except as otherwise required for compliance with state regulations, CareWorks will obtain prior written ASCIP authorization before any work is undertaken. Fees applied to each respective claim file. All MPN network contract savings passed to ASCIP. MPN services include but are not limited to:</p> <ul style="list-style-type: none"> • Print & Delivery of Collateral Material (Posters, Pamphlets, etc.) • Website Support and IT Maintenance • Interface/Intervene/Documentation: <ul style="list-style-type: none"> √ Client √ Claims Adjuster √ Injured Worker √ Providers • Provide Medical Access Assistance (MAA) • Interface/Intervene on Network Provider issues; Tracking, logging and resolution as required by MPN Regulations and audit requirements • Provider Credentialing • Provider Contracting/Removal • DWC Medical Unit Administration; includes maintenance and filing of plans for renewal • New member onboarding • Priority placement of providers in panel selection tools, as directed by ASCIP. MPN performance analysis as directed by ASCIP, including activity and fee reports, MPN provider usage, IMR performance (aggregate and by-physician), and litigation rates (MPN vs non-MPN and by-physician).
MPN Customization	<ul style="list-style-type: none"> • DWC/MPN application development and tailoring to ASCIP program. • MPN application oversight through DWC approval process. • As necessary MPN provider coverage testing to confirm compliancy with state rules. • As needed ongoing provider credentialing of new providers and related quality monitoring and review. As needed, removal of providers. • Up to 50 new provider contracts per year (providers nominated by ASCIP and contracted by CareWorks for their own MPN and new providers contracted by CareWorks that ASCIP would also like added to their MPN would not be counted against the cap). • Contracts in excess 50 will be charged \$350 per contract plus an annual credentialing fee of \$125. • Medical Access Assistant (MAA) in compliance with MPN access standards. ASCIP agrees to pay at cost for a dedicated ASCIP MAA line should it be needed. • ASCIP MPN website with MPN link for ASCIP and its members for provider database search and look-up with all necessary search tools. • All necessary ongoing MPN monitoring and compliance in accordance with MPN compliance guidelines.
UR - Nurse Review	\$89.00 per review, bundled into one fee only for all treatments that are requested same date/provider/claim.
UR - Physician Review	\$165.00 per review
Nurse Case Management ("NCM")	\$93.00 per hour, for both Telephonic Case Management ("TCM") and Field Case Management ("FCM"), with prior written approval from ASCIP every 30 days for initial and continued TCM and FCM.
II. Service Performance	
Gross Savings Percent ³	63.50% Hurdle Rate (par level for savings incentive calculation, detailed in Section III below).
90-Day Preauthorized Services and UR Referral Criteria lists	ASCIP's <i>90-Day Preauthorized Services</i> list represents services approved without UR for frontline panel providers. <i>UR Referral Criteria</i> defines the triggers for requests for authorization (RFAs) that must be sent to UR. CareWorks will assist ASCIP in refinement and modification of both lists, as required by ASCIP. CareWorks will confirm receipt and implementation of the current versions of both lists upon its receipt and/or completion of such lists, as applicable. CareWorks will at all times fully adhere to the current versions of both lists.
III. Performance-Based Fee Incentives	
<p>MBR, PPO, and SBR rates are adjusted quarterly by the same positive or negative percent by which CareWorks either exceeds or falls short of the Hurdle Rate. For example, should CareWorks produce Gross Savings of 66.675% over a quarter, this would represent a 3.175 savings point increase over the Hurdle Rate, or a 5% improvement over Hurdle Rate. Therefore, following a one month rate adjustment lag period, MBR, PPO, and SBR rates would be increased by 5% for the duration of the following quarter. Conversely, should CareWorks produce Gross Savings of 60.325% over a quarter, this would represent a 3.175 savings point decrease below the Hurdle Rate, or a 5% decline below Hurdle Rate. Therefore, following a one month rate adjustment lag period, MBR, PPO, and SBR rates would be decreased by 5% for the duration of the following quarter. Following the one month lag period, rates are re-adjusted each quarter based on the previous quarter's Gross Savings performance. Rates are always adjusted using the original contract rates as the baseline. Adjusted rates are rounded to the nearest \$0.01 per-bill for the MBR rate and the nearest 0.5% for all products billed at a percent of savings.</p> <p>The DonnCo Model (defined in scope of service exhibit of this Agreement) will be implemented in full for the ASCIP program.</p>	
<p>CareWorks will fully adhere to ASCIP's current <i>90-Day Preauthorized Services</i> and <i>UR Referral Criteria</i> lists, which may be updated from time to time at ASCIP sole discretion. In the event CareWorks performs UR on treatment or treatments that do not required UR based on these two documents, CareWorks will refund all corresponding UR Nurse Review and Physician Review fees in full to ASCIP. Additionally, such non-compliant UR usage will be tracked quarterly for application of service performance discounts, following the same schedule as the fee incentives for Gross Savings performance relative to Hurdle Rate. In the event non-compliant UR referrals exceed 5 UR's per quarter in any measurement quarter, following the one month lag period UR fees for Nurse Review and Physician Review will be reduced by 0.5%. In the event non-compliant UR referrals exceed an additional 5 UR's per quarter in any measurement quarter, following the one month lag period UR fees for Nurse Review and Physician Review will be reduced by an additional 0.5% for each additional 5 non-compliant UR's performed, up to a maximum fee credit of 5% of Nurse Review and Physician Review fees in any quarter.</p>	
Notes	
¹ Rate is applicable for all MBR processes, as defined in scope of service exhibit of this Agreement.	
² Rate is applicable only to savings that exceed savings that would otherwise have been available through full MBR.	
³ Gross Savings Percent is calculated employing the following protocols: 1) Both charges and savings must <u>exclude</u> full and partial duplicates; review-onlys; amounts associated with examiner-directed payments and denials; bills rejected due to insufficient medical documentation; non-reviewable documents such as appeal letters; denials related to application of the California 24-visit limit to physical therapy, chiropractic treatment, and occupational therapy; and denials related to the application of Utilization Review treatment denials enforced by CareWorks. 2) Savings must include the net negative impact of reconsiderations on all bills and reviewed documents; there must be no double counting of recon bills, additional information required, or sendback bills.	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES

To:	Board of Trustees	Date: September 9, 2019
Re:	Rejection of Claim File #1906368	
Action:	Request for Authorization	

The district's claims administrator recommends that the Board of Trustees authorize the Chancellor, or designee, to reject claim # 1906368.

AUTHORIZATION FOR BOARD TRAVEL/CONFERENCES (with actual and necessary expenses)

BOARD MEMBERS (to be approved)

COMMUNITY COLLEGE LEAGUE OF CALIFORNIA
ADVISORY COMMITTEE ON LEGISLATION

1 Board Member
(John Hanna)

Sacramento, California - December 11, 2019

Sacramento, California - January 25, 2020

Sacramento, California - March 4, 2020

Sacramento, California - April 30, 2020

Sacramento, California - May 20, 2020

There are minimal travel expenses to Sacramento since some meetings will Occur via conference calls.

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

Adoption of Resolution Authorizing Payment to Trustee Absent from Board Meetings

Resolution No. 19-19

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 August 12, 2019, the Board of Trustees of the Rancho Santiago Community College District held a regular board meeting; and

Whereas, Trustee Zeke Hernandez was not present at the board meeting; and

Whereas, the board has determined that Trustee Hernandez’ absence was due to being ill;

NOW, THEREFORE, BE IT RESOLVED that Trustee Hernandez shall be paid at the regular rate of compensation for the board meeting on August 12, 2019.

Dated this 9th day of September 2019.

Ayes:
Noes:
Absent:
Abstain:

Marvin Martinez
Secretary to the Board of Trustees