

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**Board of Trustees (Regular meeting)**  
**Tuesday, May 26, 2015**  
**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.

The mission of Santa Ana College is to be a leader and partner in meeting the intellectual, cultural, technological, and workforce development needs of our diverse community. Santa Ana College provides access and equity in a dynamic learning environment that prepares students for transfer, careers and lifelong intellectual pursuits in a global community.

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 accessible, transferable, and engaging education to a diverse community.

**Americans with Disabilities Acts (ADA)**

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

**A G E N D A**

**1.0 PROCEDURAL MATTERS**

**4:30 p.m.**

1.1 Call to Order

1.2 Pledge of Allegiance to the United States Flag

1.3 Approval of Additions or Corrections to Agenda

**Action**

1.4 Public Comment

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

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

1.5 Approval of Minutes – Regular meeting of May 11, 2015

**Action**

1.6 Approval of Consent Calendar

**Action**

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

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

1.7 Recognition of Classified Staff by Board of Trustees

1.8 Presentation on State Budget – May Revise

**2.0 INFORMATIONAL ITEMS AND ORAL REPORTS**

2.1 Report from the Chancellor

2.2 Reports from College Presidents

- Enrollment
- Facilities
- College activities
- Upcoming events

2.3 Report from Student Trustee

2.4 Reports from Student Presidents

- Student activities

2.5 Reports from Academic Senate Presidents

- Senate meetings

2.6 Reports from Board Committee Chairpersons

- Board Facilities Committee
- Board Policy Committee

**3.0 INSTRUCTION**

- \*3.1 Approval of Amendment to Lease Agreement for Santa Ana College (SAC) Arts Gallery Space in Santora Building in Santa Ana Action  
The administration recommends approval of the amendment to the lease agreement for the SAC Arts Gallery Space in the Santora Building in Santa Ana.
- \*3.2 Approval of Agreement with University of California, Los Angeles (UCLA) for the Santa Ana College Academic Talent Search Residential Program for 2015 Action  
The administration recommends approval of the agreement with UCLA for the SAC Academic Talent Search Residential Program for 2015.
- \*3.3 Approval of Taller San Jose Instructional Services Agreement Action  
The administration recommends approval of the Taller San Jose Instructional Services Agreement.
- \*3.4 Approval of New Fire Technology Agreement: City of Glendale Action  
The administration recommends approval of the new fire technology agreement with the City of Glendale in California.

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

- \*3.5 Approval of Criminal Justice Academy (CJA) Agreement Renewal: Asian Gang Investigators Association of California Action  
The administration recommends approval of the renewal of the CJA agreement with the Asian Gang Investigators Association of California in West Covina.
- \*3.6 Approval of New Courses and Course Revisions for 2015-2016 Santa Ana College Catalog Action  
The administration recommends approval of new courses and course revisions for the 2015-2016 SAC catalog.
- \*3.7 Approval of New Courses and Course Revisions for 2015-2016 Santiago Canyon College (SCC) Catalog Action  
The administration recommends approval of new courses and course revisions for the 2015-2016 SCC catalog.
- \*3.8 Approval of California/Nevada Training Trust Master Cost Agreement Action  
The administration recommends approval of the California/Nevada Training Trust Master Cost Agreement for 2015-2016.
- 3.9 Approval of Southwest Carpenters Training Fund and Southern California Carpentry Joint Apprenticeship and Training Committee Master Cost Agreement Action  
The administration recommends approval of the Southwest Carpenters Training Fund and Southern California Carpentry Joint Apprenticeship and Training Committee Master Cost Agreement for 2015-2106.
- \*3.10 Approval of Metropolitan Water District of Southern California Master Cost Agreement Action  
The administration recommends approval of the Metropolitan Water District of Southern California Master Cost Agreement for 2015-2016 as presented.
- \*3.11 Approval of Orange County Electrical Training Trust Master Cost Agreement Action  
The administration recommends approval of the Orange County Electrical Training Trust Master Cost Agreement for 2015-2016.
- \*3.12 Approval of Operating Engineers Training Trust Joint Apprenticeship and Training Committee (JATC) Master Cost Agreement Action  
The administration recommends approval of the Operating Engineers Training Trust JATC Master Cost Agreement for 2015-2016.
- \*3.13 Approval of JTS Services Master Cost Agreement Action  
The administration recommends approval of the JTS Services Master Cost Agreement for 2015-2016.

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

- \*3.14 Approval of Amended Santa Ana Beauty Academy Vocational Cosmetology Agreement Action  
The administration recommends approval of the amended Vocational Cosmetology Agreement with Santa Ana Beauty Academy as presented.
- \*3.15 Approval of Agreement with Smarthinking for Online Tutorial Services Action  
The administration recommends approval of the Online Tutorial Services Agreement with Smarthinking as presented.

#### **4.0 BUSINESS OPERATIONS/FISCAL SERVICES**

- \*4.1 Approval of Payment of Bills Action  
The administration recommends payment of bills as submitted.
- \*4.2 Approval of Budget Increases/Decreases and Budget Transfers Action  
The administration recommends approval of budget increases, decreases and transfers during the month of April 2015.
- \*4.3 Approval of Public Hearing – 2015-2016 Tentative Budget Action  
The administration recommends approval of the board holding a public hearing on the 2015/2016 Tentative Budget at its meeting on June 15, 2015.
- \*4.4 Adoption of Resolution No. 15-12 – Delegation of Authority to Vice Chancellor of Business Operations/Fiscal Services to Award Bid #1260 and Execute Necessary Agreements Contingent Upon City Approval for Centennial Education Center (CEC) Parking Lot Improvements Project Action  
The administration recommends adoption of Resolution No. 15-12 – Delegation of Authority to the Vice Chancellor of Business Operations/Fiscal Services to award Bid #1260 and execute the necessary agreements contingent upon city approval for the CEC parking lot improvements project as presented.
- \*4.5 Approval of Amendment to Agreement with Xpera Group for Specialized Consulting Services for Chavez Building Renovation Project at Santa Ana College Action  
The administration recommends approval of the amendment to the agreement with Xpera Group for specialized consulting services for the Chavez Building renovation project as presented.
- \*4.6 Award of Bid #1251 for Exterior Painting at Building E (Fitness), Building L (Library), Building T (Technology), Building R (Russell Hall), and Building B (Middle College) at Santa Ana College Action  
The administration recommends approval of awarding Bid #1251 to Painting & Décor, Inc. for the exterior painting at Buildings E, L, T, R, and B at SAC as presented.

- \*4.7 Approval of Change Order #1 for Bid #1242 for Roof Repairs for Building C (Fine Arts/Art Gallery), Building N (Music), Building P (Phillips Hall Theatre), and Building R (Russell Hall) at Santa Ana College Action  
The administration recommends approval of change order #1 for Bid #1242 for roof repairs for Buildings C, N, P, and R at SAC as presented.
- \*4.8 Ratification of Award of Bid #1264 for Chavez Hall Windows Repairs at Santa Ana College Action  
The administration recommends ratification of the award of Bid #1264 to Kitson Contracting, Inc. for the Chavez Hall windows repairs at SAC as presented.
- \*4.9 Approval of Agreement with Enovity, Inc. for Commissioning Consulting Services for Energy Management Systems Upgrade at Santiago Canyon College Action  
The administration recommends approval of the contract with Enovity, Inc. for commissioning consulting services for the energy management systems upgrade at SCC as presented.
- \*4.10 Approval of Agreement with HPI Architecture for Professional Design Services for Interim Publication/Warehouse Relocation Project from Orange Education Center (OEC) to Santiago Canyon College Action  
The administration recommends approval of the agreement with HPI Architecture for professional design services for the interim publication/warehouse relocation project from OEC to SCC as presented.
- \*4.11 Approval of Change Order #1 for Agreement for Energy Conservation Services with Sun Industries, Inc. for LED Lighting Conversion Project at Santiago Canyon College and District Operations Building Action  
The administration recommends approval of change order #1 for the agreement for energy conservation services with Sun Industries, Inc. for the LED Lighting Conversion project at SCC and the District Operations building as presented.
- \*4.12 Approval of Bid #1258 – Purchase of 3DGage Reverse Engineering & Inspection Tool Powered by Verisurf CAD Software Education Bundle Action  
The administration recommends acceptance of the bid and approval of awarding Bid #1258 – Purchase of 3DGage Reverse Engineering & Inspection Tool Powered by Verisurf CAD Software Education Bundle to Paton Miller LLC dba The Paton Group as presented.

- \*4.13 Approval of Bid #1259 – Elevator Repair & Preventative Maintenance Service Action  
The administration recommends acceptance of the bid and approval of awarding the contract including renewals to GMS Elevator Services to provide repair and preventative maintenance service to district-owned elevators as presented.
- \*4.14 Approval of Purchase Orders Action  
The administration recommends approval of the purchase order listing for the period April 12, 2015, through May 2, 2015.

## 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:  
- Child Development Training Consortium (SAC/SCC) - \$3,537.50  
*Augmentation*
- \*5.2 Approval of Amendment to Sub-Agreements between Rancho Santiago Community College District (RSCCD) and Cerritos, Citrus and Los Angeles Community College Districts Action  
The administration recommends approval of the sub-agreements and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into related contractual agreements on behalf of the district.
- \*5.3 Approval of First Amendment to Sub-Agreement between RSCCD and Orange County Superintendent of Schools for AB 86 Adult Education Consortium Planning Grant Action  
The administration recommends approval of the first amendment to the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into related contractual agreements on behalf of the district.
- \*5.4 Approval of Sub-Agreement between RSCCD and Orange County Superintendent of Schools/Central Orange County Career Technical Education Partnership (CTEp) for the Deputy Sector Navigator ICT/Digital Media Grant Action  
The administration recommends approval of the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into related contractual agreements on behalf of the district.

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

- 5.5 Approval of Revision to Child Development Services Tuition Structure Action  
The administration recommends approval of the revised full-cost fee structure for the Child Development Centers effective August 1, 2015.

- 5.6 First Reading of Board Policies Information  
The following board policies are presented for a first reading as an informational item:

- BP 2410 ~~Setting Policy~~ Board Policies and Administrative Regulations
- BP 3225 Institutional Effectiveness (New)
- BP 3430 Prohibition of Harassment
- BP 4040 Library and Learning Support Services
- BP 5700 Intercollegiate Athletics
- BP 6700 Civic Center and Other Facilities Use
- BP 7130 Compensation
- BP 7160 Professional Development (New)
- BP 7340 Leaves

- 5.7 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. Educational Administrator Appointments
    - (1) Dean
2. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)

Agency Negotiator: Mr. John Didion, Executive Vice Chancellor of Human Resources & Educational Services

Employee Organizations: Faculty Association of Rancho Santiago Community College District  
California School Employees Association (CSEA), Chapter 579  
California School Employees Association, Chapter 888  
Continuing Education Faculty Association
3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)

Agency Negotiator: Dr. Raúl Rodríguez, Chancellor

Employees: Executive Vice Chancellor, Vice Chancellor, College Presidents

4. Conference with Real Property Negotiators (pursuant to Government Code Section 54956.8)

Property Address: 500 W. Santa Ana Blvd., Santa Ana, California  
Agency Negotiator: Dr. Raúl Rodríguez, Chancellor  
Negotiating Parties: CIM Urban Reit Properties I LP  
Under Negotiation: Price and Terms of Payment

**RECONVENE**

**Issues discussed in Closed Session (Board Clerk)**

**Public Comment**

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

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

**6.0 HUMAN RESOURCES**

6.1 Management/Academic Personnel

Action

- Approval of Revised Job Descriptions
- Approval of Appointments
- Approval of Rehiring of Temporary Employees
- Ratification of Resignations/Retirements
- Approval of Final Salary Placements
- Approval of 2014-2015 Contract Extension Days
- Approval of Stipends
- Approval of Part-time Hourly New Hires/Rehires
- Approval of Non-paid Instructors of Record
- Approval of Non-paid Intern Services

6.2 Classified Personnel

Action

- Approval of New Appointments
- Approval of Longevity Increments
- Approval of Leaves of Absence
- Approval of Rescission of Retirements
- Approval of Temporary Assignments
- Approval of Substitute Assignments
- Approval of Miscellaneous Positions
- Approval of Instructional Associates/Associate Assistants
- Approval of Volunteers
- Approval of Student Assistant Lists

- 6.3 Presentation of Child Development Centers – CSEA Chapter 888 Initial Proposal to Rancho Santiago Community College District Action  
The administration recommends the board receive the initial proposal and schedule a public hearing for June 15, 2015.
- 6.4 Presentation of CSEA Association Chapter 579 Initial Proposal to Rancho Santiago Community College District Action  
The administration recommends the board receive the initial proposal and schedule a public hearing for June 15, 2015.
- 6.5 Approval of Revised Cabinet Salary Schedule Action  
The administration recommends approval of the revised Cabinet salary schedule effective January 1, 2015.
- 6.6 Adoption of Resolution No. 15-13 authorizing payment to Trustee Absent from Board Meetings Action  
This resolution requests authorization of payment to Ms. Claudia C. Alvarez for her absence from the May 11, 2015, board meeting due to a business commitment.
- 6.7 Authorization for Board Travel/Conferences Action  
It is recommended that the board authorize the submitted conference and travel by a board member.
- 7.0 **ADJOURNMENT** - The next regular meeting of the Board of Trustees will be held on June 15, 2015.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**2323 North Broadway, #107**

**Santa Ana, CA 92706**

**Board of Trustees**

**(Regular meeting)**

**Monday, May 11, 2015**

**MINUTES**

**1.0 PROCEDURAL MATTERS**

1.1 Call to Order

The meeting was called to order at 4:33 p.m. by Mr. Larry Labrado. Other members present were Ms. Arianna Barrios, Mr. John Hanna, Ms. Nelida Mendoza Yanez, Mr. Jose Solorio, Mr. Phillip Yarbrough, and Mr. Hector Soberano. Ms. Claudia Alvarez was not in attendance due to a business commitment.

Administrators present during the regular meeting were Mr. John Didion, Mr. Peter Hardash, Dr. Erlinda Martinez, Dr. Raúl Rodríguez, and Dr. John Weispfenning. 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. Enrique Perez, Assistant Vice Chancellor of Educational Services and Foundation Director, Rancho Santiago Community College District (RSCCD).

1.3 Administration of Oath of Allegiance to Hector Soberano, May 2015 Interim Student Trustee

Ms. Barrios administered the Oath of Allegiance to Mr. Hector Soberano. The board welcomed him as the May 2015 student trustee.

1.4 Approval of Additions or Corrections to Agenda

It was moved by Mr. Yarbrough and seconded by Mr. Solorio to approve a revised page and addendum for Item 6.1 (Management/Academic Personnel) and an addendum for Item 6.2 (Classified Personnel). The motion carried with the following vote: Aye – Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough. Student Trustee Soberano's advisory vote was aye.

1.5 Public Comment

Mr. Brent Barcellona spoke regarding Item 5.4 (Proposal of Revision to Child Development Services Tuition Structure).

1.5 Public Comment – (cont.)

Dr. Barry Resnick spoke regarding the Rancho Santiago Community College District (RSCCD) Foundation and the agreement with two Saudi Arabia technical colleges and the RSCCD Foundation.

Ms. Maureen Roe read a statement from Mr. Jerry McFadden regarding the agreement with two Saudi Arabia technical colleges and the Rancho Santiago Community College District Foundation.

1.6 Approval of Minutes

It was moved by Mr. Yarbrough and seconded by Mr. Solorio to approve the minutes of the meeting held April 27, 2015. The motion carried with the following vote: Aye – Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough. Student Trustee Soberano’s advisory vote was aye.

1.7 Approval of Consent Calendar

It was moved by Mr. Yarbrough and seconded by Mr. Hanna 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. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough. Student Trustee Soberano’s advisory vote was aye.

3.1 Approval of Occupational Therapy Assistant Agreement Renewal - Cornerstone Therapies

The board approved the agreement renewal with Cornerstone Therapies in Huntington Beach, California.

3.2 Approval of Cooperative Agreement for Regents of University of California/ Puente Project and Santa Ana College (SAC) Puente Project for 2014-2017

The board approved the proposed Cooperative Agreement for the ongoing agreement between the Regents of the University of California/Puente Project and SAC Puente Project for 2014-2017.

3.3 Approval of One-Year Extension of Inmate Education Program with County of Orange

The board approved the one-year extension of the three components for the Inmate Education program with the County of Orange through June 30, 2016.

4.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

1.7 Approval of Consent Calendar – (cont.)

4.2 Approval of Quarterly Financial Status Report (CCFS-311Q) for Period Ended March 31, 2015

The board approved the CCFS-311Q for the period ending March 31, 2015, as presented.

4.4 Approval of Amendment to Agreement with Facilities Planning & Program Services (FPPS) for Program Planning and Management Consulting Services

The board approved the amendment with FPPS for program planning and management consulting services as presented.

4.5 Approval of Agreement with Flewelling & Moody for Architectural and Engineering Services for Roof Replacement of Dunlap Hall at Santa Ana College

The board approved the agreement with Flewelling & Moody for architectural and engineering services for roof replacement of Dunlap Hall at SAC as presented.

4.6 Approval of Agreement with PAL id Studio, Inc. for Furniture and Equipment Design Services for Johnson Student Center, Johnson Relocation to Temporary Village and Building J Relocation Projects at Santa Ana College

The board approved the agreement with PAL id Studio, Inc. for furniture and equipment design services for the Johnson Student Center, Johnson relocation to the Temporary Village and Building J relocation projects at SAC as presented.

4.7 Approval of Change Order #2 for McCarthy Building Companies, Inc. for Tessman Planetarium Upgrade and Restroom Addition, Parking Lot 11 Expansion and Improvements, and Temporary Village at Santa Ana College

The board approved change order #2 for the Tessmann Planetarium upgrade and restroom addition, parking lot 11 expansion and improvements, and Temporary Village at SAC as presented.

4.8 Approval of Notice of Completion for Construction Services Agreement, Site Lease, and Facilities Sub-Lease Agreements with McCarthy Building Companies, Inc. for Santa Ana College Projects (Tessmann Planetarium Upgrade and Restroom Addition, Parking Lot 11 Expansion and Improvements, and Temporary Village)

The board approved the Notice of Completion with McCarthy Building Companies, Inc. for SAC projects (Tessmann Planetarium upgrade and restroom addition, parking lot 11 expansion and improvements, and Temporary Village) as presented.

4.9 Ratification of Award of Bid #1263 for Chavez Hall Roof Repairs at Santa Ana College

The board ratified the award of Bid #1263 to C.I. Services, Inc. as presented.

1.7 Approval of Consent Calendar – (cont.)

4.10 Approval of Agreement with Leland Saylor Associates for Cost Estimating Consulting Services for Orange Education Center (OEC) Project for Santiago Canyon College (SCC)

The board approved the agreement with Leland Saylor Associates for cost estimating consulting services for the OEC project for SCC as presented.

4.11 Approval of Amendment to Agreement with Ninyo & Moore for Geohazard, Geotechnical, and Material Testing and Inspection Services at Orange Education Center for Santiago Canyon College

The board approved the amendment with Ninyo & Moore for geohazard, geotechnical, and material testing and inspection services at the OEC for SCC as presented.

4.12 Approval of Amendment to Agreement with Tilden-Coil Constructors, Inc. for Preconstruction Consulting Services for Orange Education Center Building Certification Project for Santiago Canyon College

The board approved the amendment with Tilden-Coil Constructors, Inc. for preconstruction consulting services for the OEC building certification project for SCC as presented.

4.13 Approval of Lease Agreement with MelRok

The board approved the lease agreement with MelRok and authorized the Vice Chancellor of Business Operations/Fiscal Services to execute the agreement on behalf of the district as presented.

5.1 Approval of First Amendments to Sub-Agreements between RSCCD and Career Technical Education Enhancement Fund (CTE EF) Partnership Colleges in Los Angeles and Orange County

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.

5.2 Approval of Sub-Agreements between RSCCD and Career Technical Education Enhancement Fund Partnership Colleges in Los Angeles and Orange County

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 South Orange County Community College District/Irvine Valley College, Orange County Superintendent of Schools/Central Orange County Career Technical Education Partnership (CTEp) and Listo America for Deputy Sector Navigator Information Communications Technology (ICT)/Digital Media 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.

1.8 Adoption of Resolution No. 15-11 in Honor of Classified School Employee Week – May 17-23, 2015

It was moved by Ms. Barrios seconded by Mr. Hanna to adopt Resolution No. 15-11. Mr. Yarbrough thanked the classified staff for their hard work. The motion carried with the following vote: Aye – Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough. Student Trustee Soberano's advisory vote was aye.

1.9 Presentation on Rancho Santiago Community College District Foundation

Mr. Enrique Perez, Assistant Vice Chancellor of Educational Services and RSCCD Foundation Director; and Mr. Arik Benzino, Founder and Chief Executive Officer of Memeni, Inc.; gave a presentation on the RSCCD Foundation. Board members received clarification on data related to the presentation from Mr. Perez and Mr. Benzino.

**2.0 INFORMATIONAL ITEMS AND ORAL REPORTS**

2.1 Report from the Chancellor

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

2.2 Reports from College Presidents

The following college representatives provided reports to the board.

Dr. Erlinda Martinez, President, Santa Ana College  
Dr. John Weispfenning, President, Santiago Canyon College

Dr. Martinez reported that the substantive changes for the certificate in bio technology and the baccalaureate degree in occupational studies has been approved by the accrediting commission.

Dr. Weispfenning reported that the accreditation taskforce has assigned teams to address each of the recommendations in its follow-up report for the Accrediting Commission for Community and Junior Colleges.

2.3 Report from Student Trustee

Mr. Hector Soberano, Interim Student Trustee, provided a report to the board.

2.4 Reports from Student Presidents

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

Ms. Raquel Manriquez, Student President, Santa Ana College  
Mr. Kevin Pham, Santiago Canyon College

## 2.5 Reports from Academic Senate Presidents

The following academic senate representatives provided reports to the board:

Ms. Corinna Evett, Academic Senate President, Santiago Canyon College  
Mr. John Zarske, Academic Senate President, Santa Ana College

## 3.0 INSTRUCTION

All items were approved as part of Item 1.7 (Consent Calendar).

## 4.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 4.1, 4.2, and 4.3 through 4.13 were approved as part of Item 1.7 (Consent Calendar).

### 4.3 Quarterly Investment Report as of March 31, 2015

The quarterly investment report as of March 31, 2015, was presented as information.

## 5.0 GENERAL

Items 5.1, 5.2, and 5.3 were approved as part of Item 1.7 (Consent Calendar).

### 5.4 Proposal of Revision to Child Development Services Tuition Structure

The revised tuition structure was presented to the board as an information item. After board members reviewed and commented on the proposed revisions, it was noted that a proposed tuition structure will be presented to the board for approval at its May 26, 2015, meeting. If approved, the new tuition structure will be implemented in August 2015.

### 5.5 Approval of Board Legislative Committee Recommendations

It was moved by Mr. Yarbrough and seconded by Ms. Mendoza Yanez to approve the Board Legislative Committee's recommendations on the following bills:

#### Support

HR 242 (Sanchez)	The Affordability for Constant and Continual Education to Enhance Student Success Act
AB 288 (Holden)	The College and Career Access Pathways Act
AB 393 (Hernandez, Roger)	Veteran Resource Centers Grant Program
AB 421 (Calderon)	Veterans Counselor
AB 636 (Medina)	Student Safety
AB 889 (Chang)	Concurrent Enrollment
AB 963 (Bonilla)	Protecting CalSTRS Membership and Retiree Service Time
AB 1468 (Baker)	Disability Access

5.5 Approval of Board Legislative Committee Recommendations – (cont.)

**Oppose**

SB 373 (Pan)

Full-time Faculty Percentage

The motion carried with the following vote: Aye – Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough. Student Trustee Soberano’s advisory vote was aye.

5.6 Approval of Privileges for Student Trustee

It was moved by Ms. Mendoza Yanez seconded by Mr. Hanna to approve the following privileges for the student trustee:

- The privilege to make and second motions;
- The privilege to attend closed sessions on matters relating to student discipline;
- The privilege to receive the same compensation as the other members of the board;
- The privilege to serve on board committees.

After discussion, the motion carried with the following vote: Aye – Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough. Student Trustee Soberano’s advisory vote was aye.

5.7 Reports from Board Committees

Mr. Solorio provided a report on the May 7, 2015, Board Facilities Committee meeting.

Mr. Hanna provided a report on the April 29, 2015, Board Legislative Committee meeting.

5.8 Board Member Comments

Board members congratulated Mr. Soberano as the Interim Student Trustee for May 2015, Ms. Manriquez as the 2015-2016 Student Trustee, and Mr. Pham as the 2015-2016 SCC Student President.

Mr. Solorio congratulated the college presidents on the programs offered at their respective colleges and their leadership in obtaining grants.

Board members thanked Dr. Weispfenning for the SCC shirts.

Ms. Mendoza Yanez reported she attended the “Dance From Within” performance at SAC on May 7 and is looking forward to the Spring One Act Festival on May 15<sup>th</sup> at SCC.

5.8 Board Member Comments – (cont.)

Ms. Mendoza Yanez reported that she recently attended a SAC Veterans Student Association meeting and distributed a flyer inviting everyone to one of their upcoming events entitled “The Freedom Monument Adoption” on May 29<sup>th</sup>. In addition, she asked for donations to restore the monument.

Mr. Yarbrough expressed appreciation to Ms. Mendoza Yanez for bringing to the board’s attention the restoration of the Freedom Monument at SAC by the SAC Veterans Student Association and donated \$75 towards its restoration.

Mr. Hanna congratulated the sports teams on their year-end records at both colleges.

Since the chancellor had included updates on the Saudi Arabia agreement in his prior reports at board meetings, Mr. Hanna asked the chancellor to consider providing more information in the minutes of board meetings.

Mr. Hanna reported that he is unable to attend the Board Policy Committee meeting scheduled for May 14, but asked that the following policy change be considered as a future agenda item under Proposal of Future Agenda Items: “Any expenditure on behalf of or to the RSCCD Foundation shall be required to be considered as a separate docket item and not considered as part of the purchase order listing.” As chairperson of the Board Policy Committee, Ms. Barrios indicated she will bring Mr. Hanna’s request to the meeting on May 14.

Ms. Barrios asked that the “Reports from Board Committees” agenda item be moved to precede any action taken on items discussed at board committee meetings.

Ms. Barrios thanked Dr. Martinez and Dr. Weispenning on the many opportunities to be entertained at the colleges. She reported she attended the Steve Martin play “Picasso at the Lapin Agile” in March, her parents attended the Steinway Celebration Concert in April, and her family walked through the SCC Coastkeeper Garden on Mother’s Day in May.

Mr. Soberano thanked board members for the opportunity to serve as student trustee. He thanked Mr. Hanna, Mr. Yarbrough, and Ms. Evett for their concerns/responses regarding international student recruitment.

Mr. Solorio asked board members that serve on the RSCCD Foundation board to consider having faculty serve on the RSCCD Foundation board.

Dr. Rodriguez reported the following will be discussed in closed session:  
Conference with Real Property Negotiators (pursuant to Government Code Section 54956.8)

Property Address: 500 W. Santa Ana Blvd., California  
Agency Negotiator: Dr. Raúl Rodríguez, Chancellor  
Negotiating Parties: CIM Urban Reit Properties I LP  
Under Negotiation: Price and Terms of Payment

### **RECESS TO CLOSED SESSION**

The board convened into closed session at 6:41 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) Interim Dean
  
2. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)  
Agency Negotiator: Mr. John Didion, Executive Vice Chancellor of Human Resources & Educational Services  
Employee Organizations: California School Employees Association, Chapter 888
  
3. Public Employee Performance Evaluation (pursuant to Government Code Section 54957)
  - a. Chancellor
  
4. Conference with Real Property Negotiators (pursuant to Government Code Section 54956.8)  
Property Address: 500 W. Santa Ana Blvd., California  
Agency Negotiator: Dr. Raúl Rodríguez, Chancellor  
Negotiating Parties: CIM Urban Reit Properties I LP  
Under Negotiation: Price and Terms of Payment

### **RECONVENE**

The board reconvened at 7:22 p.m.

#### **Closed Session Report**

Mr. Hanna reported the board discussed public employment, labor negotiations, chancellor's evaluation, and real property negotiations, and the board took no reportable action during closed session.

#### **Public Comment**

There were no public comments.

## **6.0 HUMAN RESOURCES**

### **6.1 Management/Academic Personnel**

It was moved by Mr. Yarbrough and seconded by Ms. Mendoza Yanez to approve the following action on the management/academic personnel docket. The motion carried with the following vote: Aye – Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough. Student Trustee Soberano’s advisory vote was aye.

- Approve Extension of Interim Assignments
- Approve Appointments
- Ratify Resignations/Retirements
- Approve Changes of Classifications
- Approve Stipends
- Approve Part-time Hourly New Hires/Rehires
- Approve Non-paid Instructors of Record

### **6.2 Classified Personnel**

It was moved by Mr. Yarbrough and seconded by Ms. Mendoza Yanez to approve the following action on the classified personnel docket. The motion carried with the following vote: Aye – Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough. Student Trustee Soberano’s advisory vote was aye.

- Approve Professional Growth Increments
- Approve Changes in Position
- Approve Temporary to Hourly On Going Assignments
- Ratify Resignations/Retirements
- Approve Temporary Assignments
- Approve Changes in Temporary Assignments
- Approve Additional Hours for On Going Assignments
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Instructional Associates/Associate Assistants
- Approve Community Service Presenters and Stipends
- Approve Volunteers
- Approve Student Assistant Lists

6.3 Public Disclosure of Collective Bargaining Agreement between RSCCD and Classified School Employee Association (CSEA), Chapter 888 (Child Development Teachers)

It was moved by Mr. Yarbrough and seconded by Ms. Mendoza Yanez to approve the collective bargaining agreement with CSEA, Chapter 888, for the period of July 1, 2014, through June 30, 2016. The motion carried with the following vote: Aye – Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough. Student Trustee Soberano’s advisory vote was aye.

6.4 Adoption of Resolution No. 15-09 authorizing payment to Trustee Absent from Board Meetings

It was moved by Mr. Yarbrough and seconded by Ms. Mendoza Yanez to adopt Resolution No. 15-09 which authorizes payment to Ms. Arianna Barrios for her absence from the April 27, 2015, board meeting due to personal business. The motion carried with the following vote: Aye –Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough, and a vote of abstention from Ms. Barrios. Student Trustee Soberano’s advisory vote was aye.

6.5 Adoption of Resolution No. 15-10 authorizing payment to Trustee Absent from Board Meetings

It was moved by Mr. Yarbrough and seconded by Ms. Mendoza Yanez to adopt Resolution No. 15-09 which authorizes payment to Mr. Phillip Yarbrough for his absence from the April 27, 2015, board meeting due to a medical issue. The motion carried with the following vote: Aye – Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Solorio. and a vote of abstention from Mr. Yarbrough. Student Trustee Soberano’s advisory vote was aye.

**7.0 ADJOURNMENT**

The next regular meeting of the Board of Trustees will be held on Tuesday, May 26, 2015.

There being no further business, Mr. Labrado declared this meeting adjourned at 7:24 p.m., in recognition of mothers around the world for Mother’s Day.

Respectfully submitted,

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Raúl Rodríguez, Ph.D.  
Chancellor

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

Minutes approved: May 26, 2015

## RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

## Santa Ana College - Fine and Performing Arts Division

To:	Board of Trustees	Date: May 26, 2015
Re:	Approval of Amendment to the Lease Agreement for the SAC Arts Gallery Space in the Santora Building in Santa Ana	
Action:	Request for Approval	

**BACKGROUND**

In 1996, Santa Ana College was the first educational institution to establish a presence in the Santa Ana City Artist's Village by opening the SAC Arts Gallery in the historic Santora building at 207 N. Broadway. SAC Arts Gallery is a fully integrated part of the multi-pronged approach to art instruction provided by the art department at SAC: recruitment, access, training, successful transfer and professional career. Students are actively involved in exhibit design, preparation and installation. The exhibitions include prominent artists from LA and Orange County, plus faculty and student art work from SAC and other community colleges, and outreach shows from local high schools. The Division has expanded the use of the site through "The Santora Series", providing both another opportunity for SAC students to practice their performance skills and free public performances for the community. There have been music events, dance installations, poetry readings and fashion shows. The space has been used for the Soldiers to Scholars event and for the Southern California Regional Deans Conference hosted by Santa Ana College. Each year attendance to the gallery has grown, and this year more than 10,500 visitors have gone through the gallery.

**ANALYSIS**

The lease amendment reflects a continuation for two years at the same rate as was established for 2013-2015, of \$2,100 per month for July 1, 2015 – June 30, 2017. Appropriate college and district staff and Eve Kikawa, Interim Dean of Fine and Performing Arts, have reviewed the lease amendment.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the amendment to the lease agreement for the SAC Arts Gallery Space in the Santora Building in Santa Ana.

Fiscal Impact:	\$25,200 (2015-16)/\$25,200 (2016-17)	BOARD DATE: May 26, 2015
Prepared by:	Omar Torres, Vice President of Academic Affairs	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raul Rodriguez, Ph.D., Chancellor, RSCCD	

AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE ("Amendment") is made and entered into as of \_\_\_\_\_, 20\_\_\_\_ by and between Rancho Santiago Community College District, doing business as "Rancho Santiago Community College" ("Lessee") and Santora Group LLC, a California limited liability company and KET Glenoaks LLC, a California limited liability company ("Lessor").

RECITALS:

A. Lessee and Santora Partners, L.L.C., predecessor-in-interest to Lessor, entered into a written Standard Office Lease - Gross agreement dated July 1, 2004, as amended pursuant to Second Amendment to Lease dated July 1, 2008, Third Amendment to Lease dated May 2, 2011, and Fourth Amendment to Lease dated May 28, 2013, hereinafter collectively referred to as the "Lease" for the lease of certain office space currently identified as "207 N. Broadway, Suite Q, Santa Ana, CA 92701" hereinafter referred to as the "Premises," located in the City of Santa Ana, County of Orange, State of California (the "Building")

B. Lessor and Lessee desire to amend the Lease in the manner and to the extent hereinafter set forth.

TERMS:

NOW THEREFORE, for and in consideration of the Premises and the mutual agreements herein contained, the parties agree as follows:

1. Definitions. Except as otherwise set forth herein, all capitalized terms used in this Amendment shall have the meanings set forth for the same in the Lease.

2. Lease Term/Expiration Date. Paragraph 1, Basic Lease Provisions, Section 1.5, Term, is hereby amended by addition of the following text:

"The Term of the Lease is hereby extended for a period of Two (2) years, so as to expire on June 30, 2017, unless sooner terminated in accordance with the terms of the Lease."

3. Base Rent. Paragraph 1, Basic Lease Provisions, Section 1.6, Base Rent, is hereby amended by addition of the following text:

"Base Rent shall be payable in the amount and for the time period set forth below:

July 1, 2015 - June 30, 2017.....\$2,100.00 per month"

4. Successors and Assigns. This Amendment shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns of the respective parties hereto.

5. Confidentiality. Lessee agrees that all of its officers, employees, agents and other individuals associated with Lessee, shall refrain from discussing with or releasing to any third party any information relative to the terms and conditions of this Amendment. In particular, no such person shall discuss or reveal the terms and conditions of this Amendment with any other tenant(s) at the Shopping Center. Any violation of this provision shall constitute a non-curable default under the Lease and shall entitle Lessor to any and all remedies for default set forth in the Lease.

6. Effectiveness of Lease. Except as expressly provided herein, the Lease is unmodified and in full force and effect. In the event of any conflict between the Lease and this Amendment, this Amendment shall prevail.

[The balance of this page intentionally left blank]

Rancho Santiago Community College  
Santora Building, Santa Ana, California

7. Counterparts. This Amendment may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument.

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

LESSOR:

Santora Group LLC, a California  
limited liability company

By: \_\_\_\_\_  
Jack Jakosky, Manager

KET Glenoaks LLC, a California  
limited liability company

By: \_\_\_\_\_  
Kaye Tucker, Managing Member

LESSEE:

Rancho Santiago Community College District

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

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****Santa Ana College - Student Services Division**

To:	Board of Trustees	Date:	May 26, 2015
Re:	Approval of Agreement with UCLA for the Santa Ana College Academic Talent Search Residential Program for 2015		
Action:	Request For Approval		

**BACKGROUND**

The Santa Ana College Academic Talent Search program is funded by the U.S. Department of Education. A major goal of the Academic Talent Search program is to help high school student participants become more academically competitive for acceptance to four year universities. One of the strategies to meet this goal has been the annual summer academy held at Santa Ana College inclusive of university campus visits. This year, funding allows for a more intensive university stay providing a more extensive university experience. Thirty five (35) rising high school seniors will participate in our Senior Summer Academy that will include test prep classes in the morning and a variety of workshops and speakers each afternoon. This two week program will culminate in a two night stay at UCLA. While at UCLA students will be provided sleeping accommodations in a Resident Hall, served breakfast, lunch, and dinner in the commons, tour the campus, and attend an admissions presentation.

**ANALYSIS**

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

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the attached agreement with UCLA for the Santa Ana College Academic Talent Search Residential Program for 2015.

Fiscal Impact:	Not to exceed \$5,000 (grant funded)	Board Date:	May 26, 2015
Prepared by:	Sara Lundquist, Ph.D., Vice President of Student Services Lilia Tanakeyowma, Ed.D., Dean of Student Affairs		
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD		

**UCLA CONFERENCE SERVICES CONTRACT**  
**SANTA ANA COLLEGE**  
**SANTA ANA COLLEGE ACADEMIC TALENT SEARCH PROGRAM**  
**AUGUST 7, 2014 - AUGUST 9, 2014**

This contract is between the Regents of the University of California, on behalf of the Department of Conference Services of its Los Angeles campus, herein referred to as "UCLA Conference Services" and/or "the University" and Rancho Santiago Community College District on behalf of Santa Ana College, located at 1530 W. 17<sup>th</sup> Street, Santa Ana, CA, 92706 herein referred to as either "Santa Ana College" or "the Group". This contract is for the Santa Ana College Academic Talent Search Program to be held at UCLA from AUGUST 7, 2014 - AUGUST 9, 2014.

**D.1 ROOM RATES:**

Santa Ana College has requested that participants be housed in Sproul Residence Halls on the UCLA Campus. Package rates are based on room and meal plan, and include complimentary access on an individual basis to recreation facilities on campus.

Package Rates for the *Santa Ana College Academic Talent Search Program* are as follows:

Room	Single Rate	Double Rate	Triple Rate
Sproul Landing / Cove	\$113.00	\$145.00	\$175.00

**ACCEPTED AND AGREED TO:**

**Santiago Community College District/  
Santa Ana College**

**UCLA Conference Services**

By: \_\_\_\_\_  
Peter Hardash  
Vice Chancellor of Business  
Operations/Fiscal Services

By: \_\_\_\_\_  
Aubrey Sendra  
Event Manager

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

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

By: \_\_\_\_\_  
Jason D. Walley  
Manager, UCLA Conference Services

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

***In Compliance with Delegation of Authority 156.23 – execution of this agreement by:***

By: \_\_\_\_\_  
Samantha D. Chan, CMP  
Director – Conferences, Catering, & Marketing  
UCLA Housing & Hospitality Services

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

**UCLA CONFERENCE SERVICES CONTRACT**  
**SANTA ANA COLLEGE**  
**SANTA ANA COLLEGE ACADEMIC TALENT SEARCH PROGRAM 2015**  
**AUGUST 6, 2015 - AUGUST 8, 2015**

This contract is between the Regents of the University of California, on behalf of the Department of Conference Services of its Los Angeles campus, herein referred to as “UCLA Conference Services” and/or “the University” and Rancho Santiago Community College District on behalf of Santa Ana College, located at 1530 W. 17<sup>th</sup> Street, Santa Ana, CA., 92706 herein referred to as either “Santa Ana College” or “the Group”. This contract is for the Santa Ana College Academic Talent Search Program 2015 to be held at UCLA from AUGUST 6, 2015 - AUGUST 8, 2015.

**A. RESERVATIONS/ DEPOSITS/ MASTER BILL/ PREPAYMENT**

**A.1 RESERVATIONS:**

Arrangements listed in this contract are being held for Santa Ana College on a first-option basis until **May 20, 2015**, at which time a counter-signature on this contract is due. UCLA Conference Services will reserve only the total number of sleeping room accommodations and/or meeting space requested in sections D.2 and J.1 of this contract. However, should another organization request these dates and be in a position to confirm immediately, Santa Ana College will be advised and given ten (10) business days to confirm on a definite basis or alternate dates can be researched and held instead.

If the counter-signed contracts are not received within the timeframe allotted and Santa Ana College has not notified UCLA Conference Services, all arrangements may be automatically released. Upon receipt of this counter-signed contract, the agreement between Santa Ana College and UCLA Conference Services becomes binding.

**A.2 DEPOSIT:**

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

<b>Deposit Amount:</b>	<b>Date Due:</b>
\$3,744.00	July 8, 2015

**This non-refundable deposit will be applied to Santa Ana College’s Final Bill. All deposits and future payments are to be sent directly to UCLA Conference Services’ Accounting Department at the following separate address. Please enclose the attached deposit form (Appendix A) along with your check. All checks need to be made payable to “UC Regents” and marked with the corresponding Reservation ID SAC5A. Deposits and payments may also be made by credit card via [www.housing.ucla.edu/makeapayment](http://www.housing.ucla.edu/makeapayment).**

**UCLA Housing Accounts Receivable**  
**360 DeNeve Drive, Box 951383**  
**Los Angeles, CA 90095-1383**  
**Phone Number: 310-206-7011 Fax Number: 310-206-4222**

### A.3 BILLING:

Santa Ana College will receive a detailed Master Bill approximately **thirty (30) days after AUGUST 8, 2015**. Please review the bill and contact UCLA Conference Services' Accounting Department (see Section A.2 for contact information) within ten (10) days from post-marked date should an explanation or additional information be required. Any discrepancies regarding the final invoice must be submitted in writing to UCLA Conference Services' Accounting Department for review. The invoice will be considered accurate and final if not disputed within the ten (10) day period. While UCLA investigates any discrepancies, Santa Ana College is responsible for paying non-disputed charges **within thirty (30) business days of receipt of invoice**. If payment is not received within thirty (30) days, late charges will be accrued monthly at a rate of eighteen percent (18%) per annum.

### A.4 MASTER BILL:

During the course of the conference/program, should any additional conference/program-related expenses be incurred, these expenses must be pre-approved by an authorized Santa Ana College representative on an On-Site Order Form. Approved purchases will be billed to the Master Account. A list of authorized Master Account signers must be provided by Santa Ana College **prior to AUGUST 6, 2015**.

### A.5 PREPAYMENT:

Prepayment for 100% of the estimated room and board charges and all auxiliary costs (e.g. meeting room, audio/visual, food and beverage, etc.), must be received no later than **July 30, 2015**. **A final bill detailing the Group's balance, if any, will be mailed out approximately fifteen (15) business days after Santa Ana College departs on AUGUST 8, 2015**. See section C.4 for **payment details**. Any adjustment of cost made in agreement between UCLA and Santa Ana College, or as a result of other changes in service, will be applied to Santa Ana College's Final Bill.

### A.6 REFUNDS:

In the event of overpayment at the conclusion of the conference/program and once the Master Bill is considered final, a refund will be provided no later than thirty (30) business days after the last conference/program departs.

## B. GROUP RESUME/ DUE DATES

### B.1 GROUP RESUME:

Approximately **ten (10) business days prior to AUGUST 6, 2015**; the Group will receive a Group Resume, which specifies mutually agreed upon details concerning the *Santa Ana College Academic Talent Search Program 2015*. Any changes to the Group Resume must be agreed upon and signed by both parties.

## B.2 DUE DATES:

Due Dates are clearly listed in this contract. UCLA Conference Services cannot guarantee arrangements made after deadlines. Due to staffing and scheduling difficulties, and/or additional administrative costs, an additional fee may be required for any arrangements that are accommodated past the Due Date. Any additional fees will be fully explained and agreed upon before being incurred.

## C. ATTRITION / FINAL CHARGES / CANCELLATION

### C.1 INITIAL PROJECTION:

UCLA Conference Services will reserve only the number of sleeping rooms outlined in this contract. Should additional sleeping rooms be requested, Santa Ana College must submit to UCLA a written request for adjustment. Requests for additional rooms will be accommodated on a space available basis. UCLA Conference Services will make every effort to accommodate the Group's request for additional rooms. Deposits, guarantees, and other procedures will then apply to the adjusted reservation numbers.

### C.2 ATTRITION CLAUSE:

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

Please initial in the space provided that SANTA ANA COLLEGE has read Section C.2 and fully understands the financial commitment stated in Section D.2.

SANTA ANA COLLEGE representative (Dean/Director/Chief Financial Officer): \_\_\_\_\_

### C.3 HOUSING/ROOMING LIST:

A FINAL housing list, indicating names, gender, and roommate preference (if applicable) for all residential participants must be submitted to UCLA Conference Services or directly to residence hall management **five (5) business days prior to AUGUST 6, 2015. Please note that UCLA Conference Services reserves the right to charge Santa Ana College a \$50.00 per day late charge for each day beyond the final housing list due date until the Group's housing list is received.** Specific contracted room types cannot be guaranteed without a rooming list. Housing lists must be submitted in the designated format provided by UCLA Conference Services. Housing lists must be legible, include the participants' first and last names, and must indicate gender. Reasonable changes such as additions, cancellations and corrections to the housing list may incur without penalty at the discretion of UCLA Conference Services. *Unreasonable changes on the conference/program check-in date will not be accepted. If the Group violates this policy, UCLA Conference Services reserves the right to charge a penalty fee of \$250.00 since the housing list submitted was not considered final.*



### **D.3 AMENITIES/HOUSEKEEPING:**

Residence Hall rooms feature single or double occupancy rooms and have gender-separated community bathrooms on each floor and wing of the building. The Residence Halls have 24-hour front desk service. The Residence hall rooms are non-smoking and are **not** air-conditioned. There is no daily maid service in these facilities (they are cleaned at check-in and checkout). All rooms are provided with sufficient bedding in the form of linen packs and bathroom supplies for the allowable occupancy. No bedding, towels or any other UCLA property may be removed from sleeping rooms. For groups staying longer than seven days, rooms are cleaned on a weekly basis. This cleaning entails light vacuuming, emptying of wastebaskets, a fresh linen pack and cleaning of the shared bathroom. All common areas are cleaned on a daily basis. Coin-operated laundry machines are located on every floor of the Residence Halls.

### **D.4 ADA:**

The University is responsible for ensuring that persons with disabilities have access to all University programs, services, and activities. UCLA residential facilities contain units accessible to people with disabilities. Acceptable rooms for persons with disabilities will be provided at the same cost as those rooms contracted for by Santa Ana College. To ensure that specific rooms are provided, please assess the needs of the participants with disabilities and inform UCLA Conference Services **a minimum of fifteen (15) business days prior to AUGUST 6, 2015 of any special requests.** Santa Ana College's obligation is to make certain that the program is conducted in such a manner that it is accessible to all persons with disabilities.

### **D.5 TELEPHONES/IN ROOM INTERNET ACCESS:**

Each sleeping room is equipped with a telephone that allows complimentary access to UCLA campus extensions. To make local and long distance calls, guests must use a prepaid telephone calling card. Phone cards are available for sale at the front desk of each residential facility.

Guests who bring their own computer/laptop can access the Internet directly via the Ethernet port in their sleeping rooms. In order to access the Internet, guests must have the Ethernet card on their computer software. If guests do not have their own Ethernet card, they can purchase one through the Covell Business Center (STC) located directly across from Sunset Village.

### **D.6 PETS:**

No animals, except guide dogs for the visually impaired, are permitted in the residential facilities.

## **E. CHECK-IN AND CHECK-OUT**

### **E.1 CHECK-IN:**

**Standard Housing Check-in time is 4:00 p.m.** UCLA Conference Services cannot guarantee early check-ins prior to 4 p.m. on day of arrival. Every effort will be made to accommodate early arrivals, as individual rooms become available. If a large number of participants are expected, UCLA Conference Services will provide an appropriate area designated for check-in. A room key

will be provided to the conference/program participants upon check-in. This room key is necessary for entry into the sleeping facilities and dining rooms.

## **E.2 CHECK-OUT:**

**Standard Housing Check-out time is 11:00 a.m.** The Master Bill will close on the designated departure date. Room keys must be returned to the front desk upon check-out. Late check-out without prior front desk approval or absence of a check out at the front desk will result in charges for an additional night's and/or nights' room stay. If lunch is contracted for the date of departure, each participant will receive a "last meal voucher" for access into the dining room upon check-out.

## **E.3 LOST KEYS/CARDS:**

There will be a charge for each lost or unreturned key. All guests are clearly informed at check-in and check-out of any charges. These charges, if applicable will be billed to the Group's Master Bill:

**\$10.00 for each non-returned electronic key**  
**\$60.00 for each non-returned metal key**

## **F. FRONT DESK FUNCTIONS**

### **F.1 HOURS:**

All front desks are open 24 hours a day. The address, phone, and fax number of the front desk serving Santa Ana College will be provided on the Group Resume.

### **F.2 MESSAGES/MAIL:**

Both telephone messages and mail may be picked up and/or dropped off at the front desk of the residential facility of where the group is residing. The address of the designated residential facility must be used for incoming mail, rather than the UCLA Conference Services' address, as UCLA Conference Services cannot guarantee mail delivery to the respective residential facility during the busy conference season. To ensure proper handling of mail, the address must include the conference guest's first and last name and the appropriate conference name and dates. UCLA cannot guarantee but will make every effort to return mail to Santa Ana College if received after AUGUST 8, 2015.

### **F.3 PACKAGES:**

Santa Ana College will need to inform UCLA Conference Services of any materials being shipped to the conference facilities in order to coordinate receipt of packages. All shipping labels must have the following information in addition to the designated mailing address for proper handling:

1) Santa Ana College Academic Talent Search Program 2015, 2) AUGUST 6, 2015 - AUGUST 8, 2015, 3) Attention: Aubrey Sendra. Please do not send materials more than **five (5) business days prior to AUGUST 6, 2015**, as UCLA has limited storage space. Charges may be assessed for storing or moving these materials. At Santa Ana College's own expense, arrangements must be made for the return shipping of any surplus materials. UCLA Conference Services reserves the right to

6

Initials \_\_\_\_\_

Third party rates and facilities (e.g. those not affiliated w/ UCLA Housing) are subject to change without notice

discard any materials not removed within **three (3) business days after AUGUST 8, 2015.** UCLA Conference Services is not responsible for any lost or damaged items left at UCLA.

## **G. MARKETING MATERIALS**

### **G.1 BROCHURES/FLYERS/POSTERS:**

Santa Ana College may distribute to attendees, free of charge, non-commercial literature and relevant conference/program materials within reserved meeting spaces or in the residential facility in which the Group is residing. As for posting, Santa Ana College must receive approval from UCLA Conference Services. **No unapproved flyers, posters or other promotional material, including directional signs, may be posted on any walls, pillars, garages, elevators or any other surfaces throughout the conference facilities.** Materials may not be presented in any manner, which promote degrading or demeaning social stereotypes based on race, ethnicity, culture, religion, gender or sexual orientation. Also, materials may not contain direct or indirect references to alcoholic beverages or illegal drugs, lewd or sexually explicit conduct, or criminal activity. A charge of \$10/poster removal will be assessed for unauthorized posting.

### **G.2 PROMOTIONS:**

Selling of materials (such as T-shirts, memorabilia, etc.) during the *Santa Ana College Academic Talent Search Program 2015* must be pre-approved by UCLA Conference Services **fifteen (15) business days prior to AUGUST 6, 2015.** Sales in the residential facilities must be in an enclosed facility (not outdoors) in order to waive the standard 20% surcharge/commission. If any sales take place outside of the residential facilities, the sales are subject to the above commission or a flat fee charge.

### **G.3 AGENDA/ITINERARY:**

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

### **G.4 UCLA NAME:**

Unauthorized use of the name "University of California Los Angeles," in any form, including the term "UCLA," is prohibited. All promotional materials for the Group's conference/program must be submitted to UCLA Conference Services for approval. The following constitutes uses by Santa Ana College of the name "University of California Los Angeles" or "UCLA" that are acceptable to UCLA for the purpose of citing the location of the *Santa Ana College Academic Talent Search Program 2015* to be held on the campus of UCLA from AUGUST 6, 2015 - AUGUST 8, 2015. Any references to the "University of California Los Angeles" and to "UCLA" as to the site of the conference/program must meet with the language below:

1. *Santa Ana College Academic Talent Search Program 2015* at UCLA  
[or "at the University of California Los Angeles"]

2. *Santa Ana College Academic Talent Search Program 2015* will take place in Los Angeles at the conference and training center on the California Los Angeles campus (UCLA).

## **G.5 FILM PERMITS**

Santa Ana College is permitted to photograph or otherwise record an event at UCLA venues for non-profit news coverage, training, educational, membership and/or archival use only. The Group must obtain the University's prior approval and follow guidelines delineated in the UCLA Photography, Motion Picture, and Television Permit. Santa Ana College must contact UCLA Conference Services **thirty (30) business days prior to AUGUST 6, 2015** to obtain the permit. The Group's photographers must carry a copy of UCLA's film permit with them at all times.

## **H. MEAL SERVICE**

### **H.1 MEAL PLAN:**

Santa Ana College has selected the AP American Plan meal plan. This meal plan consists of 3 meals per day starting with dinner on the day of arrival and ending with lunch on the day of departure. See package plan rates listed in Section D.1. All meal plans are subject to the 9.00% California Sales Tax (or then prevailing %) in addition to the package plan rates listed in Section D.1.

### **H.2 COMMUTER MEAL TICKETS:**

UCLA Conference Services will allow the Santa Ana College the opportunity to purchase meal tickets ordered in advance and charge them to the Master Account. Santa Ana College will be billed for the meal tickets issued and will receive a credit, minus a processing fee of \$35.00 or a total of 10% of those meal tickets returned to UCLA Conference Services, whichever is greater. Refund requests must be made **no later than 5:00pm on AUGUST 8, 2015**. **All UN-used meal tickets must be returned to the Conference Services Manager/Coordinator or to the Conference Services Office.** All meal tickets billed to the Master Account are subject to the 9.00% California Sales Tax (or then prevailing %). With proof of sales tax exemption, pre-purchased meal tickets may be tax exempt.

Prices for advance purchase commuter meal tickets are as follows:

<b>Breakfast:</b>	<b>\$11.00</b>
<b>Lunch:</b>	<b>\$13.00</b>
<b>Dinner:</b>	<b>\$14.50</b>

If the Group does not want to make arrangements for meal tickets in advance, guest meal passes may be purchased at the front desk on an individual cash basis slightly higher than the above-mentioned rates. All meal tickets purchased on an individual basis are subject to the 9.00% California Sales Tax (or then prevailing %) and are non-refundable. Individual guest meal passes purchased at the front desk will be for specific dining rooms only.

### H.3 MEAL HOURS:

Meals, except catered events, are served all you-care-to-eat in designated dining rooms. Regular dining hours are:

<b>Breakfast</b>	<b>7:00am – 9:00am</b>
<b>Lunch</b>	<b>11:00am – 2:00pm</b>
<b>Dinner</b>	<b>5:00pm – 8:00pm</b>

Hours are subject to change based on operational requirements. If Santa Ana College requests customized meal hours outside of the hours listed in H.3, **UCLA Conference Services must be notified fifteen (15) business days prior to AUGUST 6, 2015 of such a request.** Applicable service charges for customized meal hours are approximately \$350.00/each half hour.

### H.4 STAGGERED MEAL TIMES:

UCLA Conference Services reserves the right to assign a mealtime to the Group, within the regular meal hours listed above, due to unforeseeable circumstances. Staggered meal schedules, when necessary, reduce lines and lend to a more enjoyable meal. If it becomes necessary to stagger meals, a UCLA Conference Services representative will meet with the Group's on-site contact to determine a schedule least disruptive to the Group's conference program.

### H.5 LOCATION:

UCLA Conference Services will make every effort to assign Santa Ana College's participants to a dining facility in which a majority of the Group's participants are residing. However, UCLA Conference Services reserves the right, in emergency situations (because of maintenance, construction, or other reasons), to assign the Group to a specific dining facility and to alter that assignment at any time with advance notice whenever possible.

### H.6 DINING RULES:

All food and beverages must be consumed in the dining room. Food and beverages cannot be taken out of the dining facility. Participants may not bring water bottles or other containers into any dining facilities. All dining rooms are cafeteria style. Dining guests are responsible for individual tray removal to designated areas.

### H.7 MEALS NOT TAKEN:

UCLA Conference Services will allow for a per person credit towards those meals not taken in the dining facilities due to off-campus excursions, field trips, etc. The credit of fifty percent (50%) will only pertain to the value of the actual meal missed and not the entire meal plan portion of the package rate. Credit only applies if UCLA Conference Services is notified **twenty (20) business days prior to the conference/program start date** and valid for all participants of the Group. The Group will have their meal privileges deactivated for that particular meal.

## **I. CATERING**

### **I.1 RESERVATIONS:**

UCLA Catering is the exclusive caterer for all on-campus residential conferences. UCLA Catering is a full-service caterer and can provide an attractive package for any type of event in addition to or in lieu of the cafeteria-style meal service. Room reservations and set-up for catered events must be arranged through UCLA Conference Services.

Catering services should be ordered from the UCLA Catering Office (310) 825-7021, **a minimum of thirty (30) business days prior to AUGUST 6, 2015.** All catered events are subject to the policies, procedures and guidelines set by UCLA Catering. Catered events ordered on-site are at the sole discretion of UCLA Catering due to deadlines, availability of food items, etc. All catered events must be paid prior to arrival and will be part of the Prepayment as stated in Section A.4 of this contract. All catered events billed to the Master Account are subject to the 9.00% California Sales Tax (or then prevailing %). With proof of sales tax exemption, catered events may be tax exempt.

### **I.2 ALCOHOL:**

Please contact UCLA Catering if you are planning to serve alcohol at any event. Any alcohol dispensed in the conference facilities, such as outdoor areas and/or meeting rooms, must be by a licensed bartending service or by UCLA Catering and must be in accordance with UCLA guidelines and applicable state law. Alcohol consumption must take place within the assigned event area and additional supervision such as UCLA Police Department (UCPD) may be required to control access for large functions. University policy states that alcohol may not be served at any event where a majority of attendees are younger than twenty-one (21) years of age. We reserve the right to refuse service of alcohol to any individual. Additional insurance is required if the Group is serving alcoholic beverages.

### **I.3 CATERING CREDIT:**

If a catered event is ordered through UCLA Catering, Santa Ana College will receive a per person credit towards the catered event in the amount of seventy-five percent (75%) of the cafeteria meal taken in lieu of regular cafeteria meals. Credit only applies if the entire group has a catered event through UCLA Catering. Those participants attending the catered meal will have their meal privileges deactivated for that particular meal.

## **J. MEETING ROOMS**

### **J.1 RESERVED SPACE**

No Meeting Rooms have been reserved for Santa Ana College.'s preliminary request, UCLA

### **J.2 AUDIO/VISUAL:**

UCLA Conference Services maintains adequate inventory of audio-visual equipment in-house. Due to the volume of conferences held simultaneously, UCLA Conference Services' audio-visual

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equipment is offered on a first-come, first-serve basis. In the event that UCLA Conference Services needs to outsource in order to meet the Group's requirements, UCLA Conference Services will pass these charges along to the Group. All audio/visual equipment must be ordered **fifteen (15) business days prior to AUGUST 6, 2015**. Final arrangements and last minute changes must be made **five (5) business days prior to AUGUST 6, 2015**. If Santa Ana College brings in their own audio-visual equipment, it is the sole responsibility of Santa Ana College and subject to daily set-up charges.

**J.3 FUNCTION LOCATION ASSIGNMENTS:**

UCLA Conference Services reserves the right to move functions into comparable and adequate rooms other than those appearing on the Contract or Group Resume. Although every effort will be made to avoid moving the Group, and every effort will be made to contact Santa Ana College in advance, UCLA Conference Services reserves the right to move the Group without advance notification or approval from Santa Ana College. UCLA Conference Services reserves the right to make the final decision concerning the suitability of holding a function outdoors or relocating to an indoor space, due to inclement weather, construction or other unforeseen circumstances. In the event a function is moved, UCLA Conference Services agrees to provide adequate notice (whenever possible), direction, and assistance. If necessary, staff and transportation will also be provided.

**J.4 CANCELLATION:**

UCLA Conference Services must be notified in writing **twenty (20) business days prior to AUGUST 6, 2015** of any meeting room cancellations in order to avoid meeting room cancellation charges. Meeting rooms canceled less than twenty (20) business days prior to arrival are subject to the following cancellation charges.

**Less than:**

Twenty (20) business days prior to arrival  
 Ten (10) business days prior to arrival  
 Three (3) business days prior to arrival

**Cancellation Charges:**

50% of Meeting Room Rental  
 75% of Meeting Room Rental  
 100% of Meeting Room Rental, A/V & Set-up

**K. PARKING**

**K.1 PERMITS:**

Parking permits are required at all times for all vehicles parked on campus. Santa Ana College may purchase parking permits and arrange parking services through UCLA Conference Services **no later than fifteen (15) business days prior to AUGUST 6, 2015**. The University is **not liable** for theft, damage to, or loss of vehicles parked on campus.

**Daily rate:** \$13.00/vehicle\*  
**10-Day parking permit:** \$120.00/vehicle\*  
**30-Day parking permit:** \$275.00/vehicle\*

*\*Rates are subject to change prior to Summer 2014 at UCLA Parking Services' discretion.*

**Parking access card (flat fee):** \$5.00/access card (for lots not in the residential area)  
 Unreturned/lost parking access cards will incur a fee of \$30.00 per access card.

## **K.2 REFUNDS:**

Unused parking permits will be refunded, minus a \$50.00 processing fee or a total of 10% of permit costs whichever is greater, if returned to UCLA Conference Services **no later than 5:00pm on AUGUST 8, 2015**. Parking permits are considered unused if there is no date written on the daily permits and no initials on the conference permits. Unused permits must be returned in bulk and not on an individual basis. UCLA Conference Services cannot refund any unused permits received later than 5:00pm on the day of departure.

## **K.3 VIOLATIONS:**

Vehicles not visibly displaying parking permits, parked illegally or parked in a location not designated on the permit, are subject to ticketing and towing. **UCLA Conference Services will not be responsible for any violations or fines.** City statutes govern the Parking Citation Office and all citations are handled according to city laws. Inquiries may be directed to Campus Parking Enforcement at (310) 825-2029. Any parking violations given to UCLA Conference Services without the Sales Manager's prior knowledge will be returned to the Group.

## **K.4 PARKING STRUCTURES:**

UCLA Conference Services will request that Santa Ana College participants be given priority assignment to the parking structure closest to the residential facility where a majority of the Group is residing. Because the parking structures are multi-event lots, overflow parking will be requested at the nearest parking structure should the number of permits requested by Santa Ana College exceed UCLA Conference Services' given allotment per parking structure. UCLA Parking Services coordinates actual space allocations.

## **L. RECREATIONAL FACILITIES:**

### **L.1 INDIVIDUAL RECREATION:**

Campus recreation facilities are available for residential conference attendees. The room key, provided at check-in, allows admission on an individual basis into all recreation facilities. The John Wooden Center and Sunset Canyon Recreation Center include swimming pools, weight rooms, tennis courts, racquetball courts, and handball courts. Non-residential guests do not have access to recreation facilities without prior arrangement and payment.

### **L.2 GROUP RECREATION:**

Recreation facilities for group events may be available with advance scheduling. Space is limited and based on a first-come, first-served basis. If Santa Ana College is interested in reserving a facility for a group activity, a rental fee is applicable based on the venue requested.

## M. AUXILIARY SERVICES

### M.1 GROUP EXCURSION TICKETS:

Group tickets for local attractions, professional exhibits, sporting events, and concerts can be requested through UCLA Conference Services and are subject to availability. **All preliminary requests for group tickets must be submitted to the Conference Services Department a minimum of forty-five (45) business days prior to AUGUST 6, 2015. Final requests must be confirmed a minimum of thirty (30) business days prior to AUGUST 6, 2015.** If the requests are made later than the above cut-off date, an additional service charge may apply. There are no refunds on the group tickets. Guest Relations information and service will be available at the front desk of Sunset Village and/or DeNeve Plaza for individual reservations.

### M.2 GROUND TRANSPORTATION:

UCLA Conference Services can assist Santa Ana College with arranging ground transportation both on- and off-campus for shuttle service, vans, cars, and buses and are subject to availability. **If coordinated through UCLA Conference Services, arrangements for ground transportation must be made thirty (30) business days prior to AUGUST 6, 2015.** Applicable charges for ground transportation will apply.

## N. HOUSE RULES

### N.1 ALCOHOL /DRUG POLICY:

All participants shall abide by University laws and policies concerning the possession and consumption of alcoholic beverages, and all other policies, procedures, rules, and regulations of the University of California Los Angeles campus, and UCLA Residential facilities. Possession of opened or visible containers (e.g. cups, cans, bottles, cases/boxes) anywhere within or on grounds immediately adjacent to the Residential facilities except in an assigned room where the door is closed (for those residential guests older than twenty-one (21) years of age) or at a UCLA catered event is strictly prohibited. The University also prohibits: Unlawful manufacture, distribution, dispensing, possession, use, or sale of, or the attempted manufacture, distribution, dispensing, or sale of controlled substances, identified in Federal and State law or regulations. Possession of paraphernalia for intended or implied use of controlled substances, or paraphernalia possessing controlled substance residue are prohibited.

### N.2 SUPERVISION:

**UCLA Conference Services is not responsible for providing supervision.** UCLA Conference Services reserves the right to charge accordingly if ratio (e.g. 1:10 for underage guests) of chaperones to participants is insufficient, resulting in the need to contact UCLA Campus Escort/Security Office for additional supervision.

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**O. INSURANCE**

**O.1 MINIMUM COVERAGE:**

**Fifteen (15) business days prior to AUGUST 6, 2015; Santa Ana College must submit to UCLA Conference Services a Certificate of Insurance**, or a letter of permissible self-insurance. UCLA Conference Services must receive both the ACORD Certificate of Insurance along with Additional Insured Endorsement specifically naming The Regents of the University of California as additional insured. The documents submitted must show evidence that the Group is insured for the period of the conference/program with a minimum coverage outlined below.

Insurance Requirements:

<b>General Liability:</b>	<b>\$1,000,000.00 each occurrence</b>
<b>Damage to Rented Premises:</b>	<b>\$300,000.00 each occurrence</b>
<b>General Aggregate:</b>	<b>\$2,000,000.00</b>

**O.2 DAMAGES:**

Santa Ana College shall be financially liable for damages to any University property, equipment or facilities for which it is responsible. The Group shall make no alterations, improvements, or additions to the premises, without the prior consent of the University including, but not limited to, the following:

- Removal of window screens (as assessed)
- Posting of any material on any surfaces (\$10/removal)
- Abuse of fire equipment (as stipulated by state law)
- Damage to bulletin boards (as assessed)

**P. GOVERNING LAW:**

**P.1 INDEMNIFICATION:**

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

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

**P.2 FORCE MAJEURE:**

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

**P.3 TAX EXEMPT:**

In order for the Group to be tax exempt, Santa Ana College must furnish a State of California Certificate of Sales Tax Exemption. This certificate must be submitted to UCLA Conference Services no later than **forty-five (45) business days prior to AUGUST 6, 2015.**

**P.4 RELATIONSHIP:**

These Policies shall not create a principal-agent partnership, joint venture, or employment relationship between Santa Ana College and UCLA Conference Services.

**Q. AUTHORIZATION**

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

This contract, with appendices attached (if any), constitutes the entire agreement between Santa Ana College and UCLA Conference Services and may not be amended or changed unless done so in writing and signed by both parties.

**ACCEPTED AND AGREED TO:**

**Santa Ana College**

**UCLA Conference Services**

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

By: \_\_\_\_\_  
Aubrey Sendra  
Event Manager

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

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



By: \_\_\_\_\_  
Jason D. Walley  
Manager, UCLA Conference Services

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

***In Compliance with Delegation of Authority 156.23 – execution of this agreement by:***

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Samantha D. Chan, CMP  
Director – Conferences, Catering, & Marketing  
UCLA Housing & Hospitality Services

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

To: Board of Trustees	Date: May 26, 2015
Re: Approval of Taller San Jose Instructional Services Agreement	
Action: Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District contracts with Taller San Jose to operate Career Technical Education training. The District collects State funding on the attendance generated under this Agreement and pays Taller San Jose an hourly rate per hour of attendance to provide the services. The Taller San Jose Instructional Services Agreement SAC-15-028, is effective July 1, 2015, to June 30, 2016.

**ANALYSIS**

For 2015-2016, Santa Ana College proposes to contract with Taller San Jose to provide 25,000 student attendance hours in Vocational Construction Technology at the rate of \$2.17 per attendance hour.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the instructional agreement with Taller San Jose for program year 2015-2016.

Fiscal Impact: \$54,250	Board Date: May 26, 2015
Prepared by: James Kennedy, Vice President, SAC School of Continuing Education Nilo Lipiz, Dean of Instruction and Student Services	
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodriguez, Ph.D., Chancellor, RSCCD	

**TALLER SAN JOSE**  
**INSTRUCTIONAL SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into on the 1st day of July 2015, between Rancho Santiago Community College District, County of Orange, State of California, on behalf of Santa Ana College, hereinafter called the "DISTRICT" and TALLER SAN JOSE, 801 North Broadway, Santa Ana, California 92701-3423, herein referred to as "TALLER SAN JOSE."

W I T N E S S E T H

WHEREAS, the Governing Board of the District has approved the contracting out of the vocational education program for Clerical/Office occupations pursuant to Education Code 78015; and

WHEREAS, through this Agreement with TALLER SAN JOSE, the DISTRICT intends to provide a vocational education program for the benefit of eligible students of the DISTRICT, under the State Plan for Vocational Education and the Federal Carl D. Perkins Vocational and Technology Education Act of 1998, in order to prepare such students for a vocation in Construction Technology occupations; and

WHEREAS, the DISTRICT also intends to limit the hours of instruction to a maximum of 25,000 student attendance hours for the Agreement. Other students may attend as private enrollees of TALLER SAN JOSE but such enrollment shall not exceed a number at which the DISTRICT funded program may operate effectively; and

WHEREAS, TALLER SAN JOSE represents that it is a non-public vocational school with extensive capabilities and experience in vocational instruction and training and holds Course Approval under the provisions of Section 94312 of the Education Code of the State of California; and

WHEREAS, DISTRICT represents that it has minimum qualifications for instructors teaching these courses and the qualifications are consistent with requirements in other similar courses given at the DISTRICT,

WHEREAS, TALLER SAN JOSE represents that each instructor of TALLER SAN JOSE in this program possesses valid minimum teaching qualifications to teach in the specific vocational subject area as determined by the DISTRICT; and

WHEREAS, TALLER SAN JOSE represents that its financial resources are adequate to insure operation for the duration of the student training period and that TALLER SAN JOSE operates on the basis of sound administrative policies and adheres to nondiscriminatory practices and does not and shall not discriminate on the basis of race, ethnic or national origin, sex, age, disability, sexual orientation, or prior educational status or any other unreasonable basis for discrimination; and

WHEREAS, TALLER SAN JOSE represents that its physical facilities meet requirements of state and local safety and health regulations and its equipment and instructional materials are adequate and suitable for the courses offered and the number of students in attendance; and

WHEREAS, TALLER SAN JOSE represents that it maintains current, accurate records of both student attendance (class attendance sheets) and progress (grade sheets). TALLER SAN JOSE consents to inspection of these records by authorized representatives of the

DISTRICT, California Community College Board of Governors, and other regulatory and administrative agencies, and such records shall be submitted by TALLER SAN JOSE on a schedule developed by DISTRICT; and

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

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

All the above recitals are true and correct.

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**1. TALLER SAN JOSE RESPONSIBILITIES**

TALLER SAN JOSE shall provide vocational instruction, training, facility, equipment, supervision, and other services for all enrolled students not to exceed a maximum of 25,000 student hours during the 2015/2016 school year (7/01/2015 through 6/30/2016). The vocational instructional program will be offered through Santa Ana College School of Continuing Education CTE/Vocational Business Skills program. Instruction time shall be provided by TALLER SAN JOSE for all students who wish such instruction during school holidays (excluding legal holidays) and Christmas recess provided such instructional time does not exceed total hours stipulated within this Agreement.

- A. All students shall be under the direct supervision of instructors with a valid credential for community college services or meet minimum qualifications in the area to be taught, such credential to be registered with the Orange County Department of Education and the DISTRICT.
- B. Instruction to be claimed for apportionment under this contract is under the immediate supervision and control of an employee of DISTRICT (Title 5, Section 58058) who has met the minimum qualifications for instruction in vocational subjects in a California community college.
- C. Where the instructor is not a paid employee of DISTRICT, DISTRICT shall enter into a written agreement with each instructor who is conducting instruction for which FTES are to be reported. Instructors paid by TALLER SAN JOSE shall enter into individual instructor services agreements with DISTRICT. These

instructor agreements are included herein as APPENDIX A, and by this reference are incorporated into this Agreement.

- D. TALLER SAN JOSE shall provide all necessary instructional supplies and equipment for the students covered by the Agreement. All material and equipment supplied by TALLER SAN JOSE shall remain the property of TALLER SAN JOSE and shall not be removed from the premises without permission of TALLER SAN JOSE.
- E. Except as noted in this Agreement, TALLER SAN JOSE shall not charge students receiving instruction and training under this Agreement additional cost for tuition, supplies, and/or equipment for any instruction and/or training to be provided in accordance with this contract.
- F. TALLER SAN JOSE will provide those administrative functions essential for the operation of its facilities at its own expense.
- G. TALLER SAN JOSE shall provide all students who complete the program job placement services. Record of such placement services shall be kept and reported to the DISTRICT annually.
- H. TALLER SAN JOSE shall be in compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Higher Education Act of 1972, Section 504 of the Rehabilitation Act of 1973, the U.S. Presidential Executive Order 11246, and subsequent amendments (if applicable) and the intent of the Board of Governors of the California Community Colleges affirmative action resolution adopted April 12, 1973, and all applicable local, state, and federal health and safety regulations.

- I. TALLER SAN JOSE's courses shall be held at facilities that are clearly identified as being open to the general public. Enrollment in the courses is open to any person who has been admitted to the college and has met any applicable prerequisites.

## **2. CURRICULUM**

The curriculum shall be as described in the Santa Ana College catalog and the program and course outlines on file in the Instruction office as approved by the Curriculum Council, the Chancellor, the Board of Trustees of the DISTRICT, and Chancellor's Office of the California Community Colleges.

## **3. DISTRICT RESPONSIBILITIES**

- A. DISTRICT is responsible for the education program conducted at this site.
- B. The DISTRICT shall provide the normal administrative functions including admissions, counseling, registration, achievement records, and awarding of completion Certificates comparable to those maintained for any student of the DISTRICT.
- C. Procedures, Terms, and Conditions. The enrollment period for these vocational classes, the student enrollment fees, the number of class hours sufficient to meet the stated performance objectives, the supervision and evaluation of students, and the withdrawal of students prior to completion of a course are determined by DISTRICT.
- D. Instruction to be claimed for apportionment under this contract is under the immediate supervision and control of an employee of DISTRICT who has met

the minimum qualifications for instruction in a vocational subject in a California community college.

- E. DISTRICT shall demonstrate control and direction of TALLER SAN JOSE instructors through such actions as providing the instructors, as appropriate, with an instructor's manual, course outlines, curriculum materials, testing and grading procedures, and any other materials and services that DISTRICT would provide to its hourly instructors on campus.
- F. The DISTRICT's policy on open enrollment shall be published in the college catalogue, schedule of classes, and any addenda to the schedule of classes, along with a description of the course. These courses offered by TALLER SAN JOSE are all noncredit.
- G. The courses of instruction specified in this Agreement and the outlines of record for such courses have been approved by college's curriculum committee as meeting Title 5 course standards and the courses have been approved by the DISTRICT's Board of Trustees.
- H. DISTRICT uses procedures to assure that instructors teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course and those procedures are applied to courses and instructors covered under the Agreement and the students are held to a comparable level of rigor.

**4. RESPONSIBILITIES OF TALLER SAN JOSE AND DISTRICT**

TALLER SAN JOSE and the DISTRICT shall make available ancillary and support services as relating to counseling, guidance, and placement assistance for the students.

**5. PAYMENT**

The DISTRICT shall pay to TALLER SAN JOSE on a monthly basis within 30 days of receipt of invoice with accompanying attendance sheets at \$2.17 per hour for each student positive attendance hour certified to the DISTRICT for actual attendance during the preceding month at TALLER SAN JOSE's place of instruction for all properly enrolled students who are in good standing with the DISTRICT. Such payment to be considered in full payment to cover all contract cost of operating said instructional program. Total hours shall not exceed a maximum of 25,000 actual student hours of attendance under this contract.

- A. TALLER SAN JOSE states that 50% of the above hourly rate represents actual costs of instructors including all salary and related benefits and 50% of the above hourly rate represents other costs of operations.
- B. The DISTRICT shall pay to TALLER SAN JOSE for each student trainee throughout his or her enrollment the hourly rate in force at the time of the trainee's entry into the program or an amount not to exceed the rate charged.
- C. In the event a DISTRICT student withdraws from the program of instruction, or because of failure to attend scheduled instruction, is dropped from the program, the DISTRICT shall be responsible to TALLER SAN JOSE for payment for only the actual hours of authorized attendance of such students prior to the drop or withdrawal date.

**6. COSTS PER STUDENT**

Costs per student shall not exceed the total direct and indirect costs to provide the same training in public schools or the tuition the private post-secondary school charges its private students, whichever is lower.

**7. REIMBURSEMENT PER STUDENT**

TALLER SAN JOSE shall not be reimbursed for more than 25,000 hours of instruction for any one student in Business Skills. Exceptions to these limits will only be allowed with the prior consultation and approval of the District.

**8. NEW STUDENTS**

TALLER SAN JOSE agrees to accept new students in programs during each enrollment period established by the DISTRICT and according to College enrollment procedures provided that 25,000 student attendance hours are not exceeded.

**9. SUPERVISION**

The 25,000 hours of approved instruction and training shall be given under the direct supervision of California licensed instructors holding valid California teaching credentials authorizing services in the area of clerical/office occupations in vocational programs in a community college or possessing equivalent qualifications established by the DISTRICT, and all DISTRICT students while engaged in such instruction and training shall be under the immediate supervision and control of such instructors.

**10. BILLING**

TALLER SAN JOSE shall submit and certify statements and billings monthly to:

Rancho Santiago Community College District, Santa Ana College School of Continuing Education, Centennial Education Center, 2900 W. Edinger, Santa Ana, CA 92704-3902.

Attention: Dean of Instruction and Student Services at the end of each month on the forms provided by the DISTRICT. Billings shall include evidence of positive attendance in accordance with State Regulations. All billings shall be accompanied by attendance sheets verifying the number of enrollees and number of actual hours of instruction given.

**11. ATTENDANCE**

Records of enrollee attendance shall be maintained by TALLER SAN JOSE for a period of five (5) years and shall be available for review by the DISTRICT, its staff, its auditor, the Office of Private Post Secondary Education, and the staff of the Vocational Support Unit of the Chancellor's Office, California Community Colleges.

**12. RECORDS**

TALLER SAN JOSE shall maintain accurate records of attendance and progress for each student and evaluations of each student at the request of the DISTRICT, and shall submit to the DISTRICT such information from such records as is requested by the authorized representative(s) of the DISTRICT.

**13. REPORT**

A report will be delivered regarding the accomplishment of the performance objectives for each instructional area at the end of the contract period.

**14. TRANSFER STUDENTS**

Should it become necessary for one or more DISTRICT students to transfer to the TALLER SAN JOSE from schools and colleges, both public and private, that are accredited and hold valid certificates of course approval and licenses as private, post-secondary, vocational schools for instruction and training in the clerical office occupations, TALLER SAN JOSE agrees to accredit each of such students with one hour

for each and every hour of approved instruction and/or training received by, or credited to, such student in the former program.

**15. CERTIFICATION BY DISTRICT**

DISTRICT hereby certifies that on all student attendance from classes offered through this Agreement which it reports for state apportionment, it does not, and will not, receive full compensation for the direct education costs of the courses from any public or private agency, individual, or group.

**16. CERTIFICATION BY COUNTY**

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

**17. INSURANCE**

A. TALLER SAN JOSE shall obtain and maintain insurance, at the expense of TALLER SAN JOSE, all workers' compensation insurance required by law for its employees in the operation of this program. TALLER SAN JOSE will provide, when required by law, and at TALLER SAN JOSE's own expense, workers' compensation insurance coverage for the students in TALLER SAN JOSE's program.

B. TALLER SAN JOSE shall maintain during the entire term of this Agreement insurance for general liability in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and THREE MILLION DOLLARS (\$3,000,000) aggregate. Said coverage shall expressly name the DISTRICT, the

BOARD OF GOVERNORS of the California Community Colleges, and the STATE OF CALIFORNIA and their agents, employees, and officers as Additional Insured. TALLER SAN JOSE shall provide to DISTRICT a certificate of insurance and the Additional Insured Endorsement covering the contract period and stating the required coverage.

- a. This coverage shall not be canceled or coverage reduced until notice has been mailed to the DISTRICT stating the date of cancellation or reduction. Coverage shall not be canceled until 30 days have passed from date of receipt of such notice.
- b. Such coverage as provided for the DISTRICT, the BOARD OF GOVERNORS of the California Community Colleges, the STATE OF CALIFORNIA, and their officers, agents, and employees shall be primary and any coverage carried by the DISTRICT, the BOARD OF GOVERNORS of the California Community Colleges, the STATE OF CALIFORNIA and their officers, agents, and employees shall be excess and non-contributory. Notice evidencing said coverage, including endorsements, shall be furnished to the DISTRICT prior to the effective date of this Agreement.

**18. INDEMNIFICATION**

All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those or any of its

officers, agents, employees, or volunteers. The provisions of this article do not apply to any damage or loss caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.

**19. EFFECTIVE DATE**

This Agreement shall become effective July 1, 2015, and shall be reviewed periodically by the parties hereto. Any amendment or adjustments reasonably necessary shall be made from time to time by mutual agreement. TALLER SAN JOSE shall notify the DISTRICT of any change in facility location during the period of this Agreement. The DISTRICT reserves the right to terminate this Agreement due to a facility change that the DISTRICT determines to be inadequate for instructional purposes.

**20. TERMINATION**

The DISTRICT and TALLER SAN JOSE reserve the right to terminate this Agreement at the end of any semester or summer session by giving thirty (30) days prior written notice. In addition the DISTRICT may terminate this Agreement due to budgetary restraints identified by the Board of Trustees, thirty (30) days after giving written notice.

- A. Should the DISTRICT exercise its right to terminate this Agreement, students currently enrolled shall have the option to complete the current training course at a cost not to exceed the rate per student instructional hour as set forth herein. Such fees shall to be paid directly to TALLER SAN JOSE by the student.

**21. NOTICE**

Any notice given under this Agreement shall be deemed given when personally served upon the Chancellor of the DISTRICT or upon the Chair of the Board of Directors of TALLER SAN JOSE, JOBS FOR PROGRESS, INC. or when a certified notice is deposited in the mail in Orange County in a sealed envelope with postage thereon fully prepaid from one party to the other addressed as follows, respectively:

TO DISTRICT:                    RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
   2323 North Broadway  
   Santa Ana, CA 92706  
   Attention: Vice Chancellor  
   Business Operations/Fiscal Services

TO CONTRACTOR:                TALLER SAN JOSE  
   801 North Broadway  
   Santa Ana, CA 92701-3423

**22. EXPIRATION DATE**

This Agreement shall expire on June 30, 2016.

**23. APPROVAL**

This Agreement is subject to the approval of the California Community Colleges Chancellor's Office.

IN WITNESS WHEREOF, said parties to this Agreement have executed these presentations and here unto set their hands on the day and year first written.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Signature:

Date:

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

**TALLER SAN JOSE**

Signature:

Date:

\_\_\_\_\_  
Shawna Smith, Executive Director  
Taller San Jose  
801 North Broadway  
Santa Ana, CA 92701-3423  
(714) 543-5105

## APPENDIX A

### **INDIVIDUAL INSTRUCTOR SERVICES AGREEMENT**

- Kevin Rhodes

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

To: Board of Trustees	Date: May 26, 2015
Re: Approval of New Fire Technology Agreement : City of Glendale	
Action: Request for Approval	

**BACKGROUND**

The Fire Technology Wellness Program has worked with the City of Glendale in the past, providing wellness classes for the Glendale Fire Department. The agreement has been requested by the City of Glendale.

**ANALYSIS**

This instructional agreement covers the scope of work that is provided by the SAC Fire Technology Wellness Program. This agreement generates money for the college. This agreement shall be effective for 1½ years or until termination by written notice of either party. This agreement will carry revenue for Santa Ana College of up to \$17,000 for the fiscal year. The agreement has been reviewed by Dean Simon B. Hoffman and college staff.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this new agreement with the City of Glendale in Glendale, California.

Fiscal Impact:	None	Board Date: May 26, 2015
Prepared by:	Omar Torres, Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

**PROFESSIONAL SERVICES AGREEMENT**

BETWEEN THE CITY OF GLENDALE  
AND  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
on behalf of SANTA ANA COLLEGE

**THIS AGREEMENT** ("Agreement"), effective June 1, 2015 ("Effective Date"), is between the CITY of Glendale ("CITY"), a municipal corporation, and Rancho Santiago Community College District, on behalf of Santa Ana College ("CONSULTANT"), a Public Education Institution (collectively, "PARTIES" or individually, "PARTY").

**RECITALS**

- A. CITY is a public entity organized and existing under its Charter and the State of California's Constitution.
- B. CONSULTANT represents that CONSULTANT is, and will continue to be for this Agreement's duration, a California Public Education Institution in good standing.
- C. CONSULTANT possesses the competence, experience, expertise, skill, facilities, equipment, personnel, financial wherewithal, and other resources necessary to perform this Agreement's tasks in a professional and competent manner.
- D. CONSULTANT desires to furnish and perform professional services for CITY, on the terms and conditions described in this Agreement. CONSULTANT has the legal authority to provide, engage in, and carry out the professional services set forth in this Agreement.

**AGREEMENT**

**THEREFORE**, CITY engages CONSULTANT's services, and in consideration of the PARTIES' mutual promises, the PARTIES agree as follows:

**1.0 INCORPORATION OF RECITALS**

1.1. The Recitals constitute the factual basis upon which CITY and CONSULTANT have entered into this Agreement. CITY and CONSULTANT acknowledge the Recitals' accuracy and, therefore, incorporate them into this Agreement.

## 2.0 TERM

2.1. This Agreement's Term is two years beginning on June 1, 2015 and ending on February 28, 2017 unless this Agreement ends sooner according to the terms elsewhere in this document. At City's sole option, and for consideration received, city has an option to review this agreement by one additional year.

## 3.0 SERVICES

3.1. **Scope of Work.** CONSULTANT shall perform Wellness Program Services, ("the Services") in accordance with the Scope of Work, which is attached as "Exhibit A" to this Agreement and is incorporated into it by this reference

### 3.2. **Written Authorization.**

(A) CONSULTANT shall not make changes in the Scope of Work, perform any additional work, or provide any additional material, without first obtaining written authorization from CITY. If CONSULTANT provides additional services or materials without written authorization, or if CONSULTANT exceeds the Maximum Cost in Paragraph 7.4 of this Agreement, CONSULTANT proceeds at CONSULTANT's own risk and without payment.

(B) CITY will authorize CONSULTANT to proceed with discrete tasks by issuing written Task Orders. Receipt of a written Task Order, signed by CITY's Project Manager, is a prerequisite for CONSULTANT to proceed with each task. In performing each phase or task, CONSULTANT shall not exceed the Maximum Cost in Paragraph 7.4 of this Agreement. Issuance of a Task Order neither authorizes CONSULTANT to incur expenditures in excess of the Maximum Cost, nor relieves CONSULTANT from its responsibility for completing all of the Services within the Maximum Cost.

### 3.3. **Professional Standard of Care.** During this Agreement's Term:

(A) CONSULTANT and its Subconsultants, subcontractors, employees, and agents (collectively, "CONSULTANT PARTIES") shall perform all of the Services in this Agreement in an expeditious and professional manner, using professionals properly licensed and duly qualified to perform the Services.

(B) CONSULTANT PARTIES shall perform the work described in this Agreement in accordance with generally accepted professional practices and principles, and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by members of CONSULTANT PARTIES' profession currently practicing in California. By delivering the completed work, CONSULTANT PARTIES represent and certify that their work conforms to: the requirements of this Agreement; all applicable (federal, state, county, local, CITY) laws, rules, regulations, orders, and procedures; and the professional standard of care in California.

(C) CONSULTANT PARTIES are responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including

without limitation: site conditions; existing facilities; seismic, geologic, soils, hydrologic, geographic, climatic conditions; applicable (federal, state, county, local, CITY) laws, rules, regulations, orders, and procedures; and all other contingencies or design considerations. Data, calculations, opinions, reports, investigations, or any other information or documents that CITY provides relating to site, local, or other conditions are not warranted or guaranteed, either expressly or implied, by CITY.

(D) When the Scope of Work requires or permits CITY's review, approval, conditional approval, or disapproval, CONSULTANT acknowledges that CITY's review, approval, conditional approval, or disapproval:

- (1) Is solely for the purposes of administering this Agreement and determining whether CONSULTANT is entitled to payment for its Services;
- (2) Is not to be construed as a waiver of any breach, or acceptance by CITY, of any responsibility— professional or otherwise— for the Services or CONSULTANT's work product;
- (3) Does not relieve CONSULTANT of the responsibility for complying with the standard of performance or professional care; or laws, regulations, or industry standards; and
- (4) Does not relieve CONSULTANT from liability for damages arising out of CONSULTANT's: negligent acts, errors, or omissions; recklessness; willful misconduct; or noncompliance with industry standards.

(E) Without additional compensation to CONSULTANT and at no cost to CITY, CONSULTANT shall correct or revise all errors, mistakes, or deficiencies in its work product, studies, reports, designs, drawings, specifications, or other services.

#### **4.0 TIME FOR PERFORMANCE**

4.1. CONSULTANT shall perform the Services according to the Project Time Schedule, which is attached as "Exhibit B" to this Agreement and is incorporated into it by this reference. CONSULTANT shall complete all of the Services by March 2018.

4.2. If the Project Time Schedule calls for performance of the Services in phases or discrete increments, CONSULTANT shall not proceed from one phase or increment to the next without written authorization from CITY's Project Manager.

4.3. **Force Majeure.** If an event or condition constituting a "force majeure"— including, but not limited to, an act of God, labor dispute, civil unrest, epidemic,

or natural disaster— prevents or delays a PARTY from performing or fulfilling an obligation under this Agreement, the PARTY is not in Default, under Paragraph 13.1 of this Agreement, of the obligation. A delay beyond a PARTY's control automatically extends the time, in an amount equal to the period of the delay, for the PARTY to perform the obligation under this Agreement. The PARTIES shall prepare and sign an appropriate document acknowledging any extension of time under this Paragraph.

## 5.0 PERSONNEL

5.1. **Project Management.** Each PARTY shall appoint a Project Manager. The Project Managers shall meet goals as required to coordinate, review, and ensure CONSULTANT's performance under this Agreement. CITY's Project Manager will oversee the administration of CONSULTANT's tasks under this Agreement.

5.2. **Key Personnel.** CONSULTANT's project team shall work under the direction of the Terri Wann who will appoint identified personnel to carry out tasks identified in the scope of work. CONSULTANT shall minimize changes to its key personnel. CITY may request key personnel changes, and CITY may review and approve key personnel changes proposed by CONSULTANT. CITY will not unreasonably withhold approval of key personnel assignments and changes.

5.3. **Use of Agents or Assistants.** With CITY's prior written approval, CONSULTANT may employ, engage, or retain the services of persons or entities ("Subconsultants") that CONSULTANT may deem proper to aid or assist in the proper performance of CONSULTANT's duties. CITY is an intended beneficiary of all work that the Subconsultants perform for purposes of establishing a duty of care between the Subconsultants and CITY. CONSULTANT is as responsible for the performance of its Subconsultants as it would be if it had rendered the Services itself. All costs of the tasks performed or the expenses incurred by the Subconsultants are chargeable directly to CONSULTANT. Nothing in this Agreement constitutes or creates a contractual relationship between CITY and anyone other than CONSULTANT.

### 5.4. **Independent Contractor.**

(A) CONSULTANT understands and acknowledges that CONSULTANT is an independent contractor, not an employee, partner, agent, or principal of CITY. This Agreement does not create a partnership, joint venture, association, or employer-employee relationship between the PARTIES. At its own expense, CONSULTANT is responsible for providing compensation; employment benefits; disability, unemployment, and other insurance; workers' compensation; training; permits and licenses; and office space for CONSULTANT and for CONSULTANT's employees and Subconsultants. CONSULTANT has, and shall retain, the right to exercise full control over the employment, direction, compensation, and discharge of all persons whom CONSULTANT uses in performing the Services under this Agreement. CONSULTANT shall provide the Services in CONSULTANT's own manner and method, except as this Agreement specifies.

CONSULTANT shall treat a provision in this Agreement that may appear either to give CITY the right to direct CONSULTANT as to the details of doing the work, or to exercise a measure of control over the work, as giving CONSULTANT direction only as to the work's end result.

(B) CONSULTANT shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for CITY), and hold harmless CITY for any obligation; claim; suit; demand for tax or retirement contribution, including any contribution or payment to the Public Employees Retirement System (PERS); social security; salary or wages; overtime, penalty, or interest payment; or workers' compensation payment that CITY may be required to make on behalf of CONSULTANT, an employee of CONSULTANT, or any employee of CONSULTANT construed to be an employee of CITY, for the work done under this Agreement.

5.5. **Non-Discrimination in Employment.** CONSULTANT shall not discriminate against any employee or person who is subject to this Agreement because of race, color, religion, religious belief, national origin, ancestry, citizenship, age, sex, sexual orientation, marital status, pregnancy, parenthood, medical condition, or physical or mental disability.

5.6. **Disability Access Laws.** CONSULTANT represents and certifies that the work product, studies, reports, designs, drawings, and specifications that CONSULTANT prepares under this Agreement fully conform to all applicable disability access and design laws, regulations, and standards— including, but not limited to, the Americans with Disabilities Act (42 U.S.C. Sections 12101 *et seq.*) and Title 24 of the California Code of Regulations— when the Scope of Work requires or calls for compliance with those laws, regulations, or standards.

5.7. **Prevailing Wage Laws.** Services by persons deemed to be employees of CONSULTANT possibly may be subject to prevailing wages under California Labor Code Sections 1770-1781. CONSULTANT's sole responsibility is to comply with those requirements, should they apply. If a dispute based upon the prevailing wage laws occurs, CONSULTANT, at its expense, shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, wages, costs, or expenses pertaining to the prevailing wage laws.

5.8. **Workers' Compensation.** CONSULTANT understands and acknowledges that all persons furnishing services to CITY under this Agreement are, for the purpose of workers' compensation liability, employees solely of CONSULTANT and not of CITY. In performing the Services or the work under this Agreement, CONSULTANT is liable for providing workers' compensation benefits to CONSULTANT's employees, or anyone whom CONSULTANT directly or indirectly hires, employs, or uses. CITY is not responsible for any claims at law or in equity caused by CONSULTANT's failure to comply with this Paragraph.

## 6.0 FACILITIES

6.1. CONSULTANT shall provide all facilities necessary to fully perform and complete the Services. If CONSULTANT needs to use a CITY facility, CONSULTANT shall meet and confer with CITY before CONSULTANT begins the work that this Agreement requires, the PARTIES shall agree to any costs chargeable to CONSULTANT, and in an amendment to this Agreement, the PARTIES shall describe the facility's terms of use and its charges.

6.2. CONSULTANT shall pay for any damage to CITY property, facilities, structures, or streets arising out of CONSULTANT's use, occupation, operation, or activities in, upon, under, or over any portion of them.

## 7.0 PAYMENT

7.1. CITY's payment to CONSULTANT will be based upon CONSULTANT's Fee Schedule, which is attached as "Exhibit C" to this Agreement and is incorporated into it by this reference. Except as itemized in the Fee Schedule, CONSULTANT shall pay for all expenses, including reimbursable or out-of-pocket expenses, that CONSULTANT incurs in performing the Services. The Fee Schedule will remain in effect for the Agreement's Term.

7.2. **Fee.** CITY shall pay for the Services in a lump sum, which is not to exceed seventeen thousand dollars per year (\$17,000), upon CONSULTANT's satisfactory completion of the Services and CONSULTANT's delivery of the work product.

7.3. If CITY requires additional work not included in this Agreement, CONSULTANT and CITY shall negotiate the additional work, mutually agree on the amount of additional compensation, and memorialize the terms in either a separate written contract or an amendment to this Agreement.

7.4. **Maximum Cost.** CONSULTANT expressly acknowledges that the total cost to complete all tasks set forth in "Exhibit A" must not exceed Seventeen Thousand dollars (\$17,000) per year ("Maximum Cost"). When CONSULTANT has billed 75% of the Maximum Cost, CONSULTANT shall provide written notice to CITY's Project Manager that CONSULTANT has expended 75% of the Maximum Cost.

7.5. **Taxes.** CONSULTANT shall pay all applicable (federal, state, county, local, CITY) excise, sales, consumer use, possessory interest, or other similar taxes required by law that are levied upon this Agreement or upon CONSULTANT's services under this Agreement.

7.6. **Invoices.** CONSULTANT shall submit an original, itemized invoice to CITY for approval, before receiving compensation. CONSULTANT shall submit the invoice at no more than monthly intervals. All invoices must include a summary of total costs,

description of the Services performed, a brief itemization of costs associated with each task or phase, and the total phase or project costs to date.

## **8.0 AUDIT BY CITY**

8.1. During this Agreement's Term and for a period of four (4) years after the expiration, cancellation, or termination of this Agreement, or any extension of it, CONSULTANT shall:

(A) Keep and maintain, in their original form, all records, books, papers, or documents related to CONSULTANT's performance of this Agreement; and

(B) Permit CITY or its authorized representatives, at all reasonable times, to have access to, examine, audit, excerpt, copy, photocopy, photograph, or transcribe all records, books, papers, or documents related to CONSULTANT's performance of this Agreement including, but not limited to: direct and indirect charges, and detailed documentation, for work CONSULTANT has performed or will perform under this Agreement.

## **9.0 DATA, RECORDS, PROPRIETARY RIGHTS**

9.1. [This section left blank intentionally.]

### **9.2. Ownership and Use.**

CONSULTANT acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Work. CONSULTANT makes no representation of the work product's application to, or suitability for use in, circumstances not contemplated by the Scope of Work.

### **9.3. Intellectual Property.**

(A) If CONSULTANT uses or incorporates patented, trademarked, or copyrighted work, ideas, or products— in whole or in part— into CONSULTANT's work product, CONSULTANT represents that:

- (1) CONSULTANT holds the patent, trademark, or copyright to the work, idea, or product; or
- (2) CONSULTANT is licensed to use the patented, trademarked, or copyrighted work, idea, or product.

(B) Unless CITY states otherwise in writing, all proprietary rights or intellectual property rights, including copyrights that arise from creation of the work under this Agreement vest in CITY. CONSULTANT waives and relinquishes all claims to proprietary rights and intellectual property rights, including copyrights, in favor of CITY.

(C) CONSULTANT shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, royalties, fines, penalties, costs, or expenses arising out of or alleging any infringement or misappropriation of a patent, copyright, trade secret, trade name, trademark, or other intellectual property right or proprietary right.

9.4. **Confidentiality.** CONSULTANT shall not use any information that it obtains from performing the Services for any purpose other than for fulfillment of CONSULTANT's Scope of Work. Without CITY's prior written authorization, CONSULTANT shall not disclose or publish— or authorize, permit, or allow others to disclose or publish— data, drawings, designs, specifications, reports, or other information relating to the Services or the work that CITY assigns to CONSULTANT or to which CONSULTANT has access.

9.5. **Public Records Act.**

(A) CONSULTANT acknowledges that this Agreement is a public record. This Agreement, its Exhibits, and all documents produced under this Agreement are subject to the California Public Records Act (Government Code Sections 6250 et seq.), including its exemptions. CONSULTANT acknowledges that CITY has no obligation to notify CONSULTANT when a request for records is received.

(B) CONSULTANT shall identify in advance all records, or portions of them, that CONSULTANT believes are exempt from production under the Public Records Act.

(C) If CONSULTANT claims a privilege against public disclosure or otherwise objects to the records' disclosure, then:

- (1) CONSULTANT may, when notified by City of the request, seek protection from disclosure by timely applying for relief in a court of competent jurisdiction; or
- (2) CITY may either decline to produce the requested information, or redact portions of the documents and produce the redacted records.

(D) If CONSULTANT fails to identify one or more protectable documents, in CITY's sole discretion, and without its being in breach of this Agreement or its incurring liability to CONSULTANT, CITY may produce the records— in whole, in part, or redacted— or may decline to produce them.

(E) CONSULTANT shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents,

employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, costs, or expenses arising out of or alleging CITY's refusal to publicly disclose one or more records that CONSULTANT identifies as protectable, or asserts is protectable.

## **10.0 CONFLICT OF INTEREST: CAMPAIGN CONTRIBUTIONS**

10.1. **CONFLICT OF INTEREST.** CONSULTANT represents and certifies that:

(A) CONSULTANT's personnel are not currently officers, agents, employees, representatives, or elected officials of CITY;

(B) CONSULTANT will not employ or hire a CITY officer, agent, employee, representative, or elected official during this Agreement's Term;

(C) CITY's officers, agents, employees, representatives, and elected officials do not, and will not, have any direct or indirect financial interest in this Agreement; and

(D) During this Agreement's Term, CONSULTANT will inform CITY about any possible conflict of interest that may arise as a result of any change in circumstances.

## **10.2. CAMPAIGN CONTRIBUTIONS.**

(A) CONSULTANT and its Subconsultants shall fully comply with Glendale Municipal Code Section 1.10.060, which places limitations on CONSULTANT's and its Subconsultants' ability to make campaign contributions to certain elected City officials or candidates for elected City office. Specifically, Section 1.10.060 prohibits:

(1) A consultant (including a subconsultant)— who has a contract with the City of Glendale, Glendale Successor Agency, or the Housing Authority of the City of Glendale and that contract is subject to approval by the City Council, Successor Agency, or Housing Authority— from making a contribution to a City Council member, City Clerk, or City Treasurer, when the contract has a total anticipated or actual value of \$50,000 or more, or a combination or series of contracts having a value of \$50,000 or more; and

(2) A City Council member, Successor Agency member, or Housing Authority member from voting on a contract in which a consultant (or a subconsultant) has provided a campaign contribution.

(B) CONSULTANT acknowledges that even if the Maximum Cost in Paragraph 7.4 of this Agreement is less than \$50,000, CONSULTANT still may be subject to the campaign contribution limitations in Municipal Code Section 1.10.060, when:

(1) CONSULTANT and CITY amend the Scope of Services in this Agreement which increases the Maximum Cost to equal or exceed \$50,000; or

(2) CITY, Glendale Successor Agency, or the Housing Authority awards CONSULTANT another contract which has a total anticipated or actual value of \$50,000 or more, or awards CONSULTANT a combination or series of contracts which have a value of \$5,000 or more.

(C) CONSULTANT represents and certifies that:

(1) CONSULTANT has read and fully understands the provisions of Municipal Code Section 1.10.060;

(2) CONSULTANT will not: (a) make a prohibited campaign contribution to an individual holding CITY elective office; or (b) otherwise violate Municipal Code Section 1.10.060; and

(3) CONSULTANT shall timely complete, return, and update one or more disclosure or reporting forms that CITY provides.

## 11.0 INSURANCE

11.1. When CONSULTANT signs and delivers this Agreement to CITY, and during this Agreement's Term, CONSULTANT shall furnish CITY with insurance forms that fully meet the requirements of— and contain provisions entirely consistent with— all of the "Insurance Requirements," which are attached as "Exhibit D" to this Agreement and are incorporated into it by this reference.

11.2. This Agreement's insurance provisions:

(A) Are separate and independent from the indemnification and defense provisions in Article 12 of the Agreement; and

(B) Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in Article 12 of the Agreement.

## 12.0 INDEMNITY

12.1. To the maximum extent permitted by law— including, but not limited to, California Civil Code Section 2778— CONSULTANT, its employees, agents, Subconsultants, and persons whom CONSULTANT employs or hires (individually and collectively, "CONSULTANT INDEMNITOR") shall indemnify, defend, and hold harmless CITY, its officers, agents, employees, and representatives (individually and collectively, "CITY INDEMNITEE") from and against a "**liability**" [as defined in Subparagraph (A) below], or an "**expense**" [as defined in Subparagraph (B) below], or both, that arise out of, pertain to, or relate to an act, error, or omission of a CONSULTANT INDEMNITOR:

(A) **“Liability”** means claims, suits, actions, causes of action, proceedings, judgments, decrees, awards, settlements, liens, losses, damages, injuries, or liability of any kind, whether the **liability** is:

- (1) Actual or alleged;
- (2) In contract or in tort; or
- (3) For bodily injury (including accidental death), personal injury, advertising injury, or property damage.

(B) **“Expense”** means fees, costs, sums, penalties, fines, charges, or expenses of any kind, including, but not limited to:

- (1) Attorney’s fees;
- (2) Costs of an investigation, litigation, arbitration, mediation, administrative or regulatory proceeding, or appeal;
- (3) Fees of an accountant, expert witness, consultant, or other professional; or
- (4) Pre or post: judgment interest or settlement interest.

12.2. Under this Article, CONSULTANT INDEMNITOR’s defense and indemnification obligations:

(A) Apply to a **liability**, or an **expense**, or both, that arise out of, pertain to, or relate to the actual or alleged passive negligence of a CITY INDEMNITEE; but

(B) Do not apply to a **liability**, or an **expense**, or both, that arise out of, pertain to, or relate to the sole negligence or willful misconduct of a CITY INDEMNITEE.

12.3. To the extent that CONSULTANT INDEMNITOR’s insurance policy provides an upfront defense to CITY, CONSULTANT INDEMNITOR’s obligation to defend a CITY INDEMNITEE under this Article:

(A) Means that CONSULTANT INDEMNITOR shall provide and pay for legal counsel reasonably acceptable to CITY, for the CITY INDEMNITEE;

(B) Occurs when a claim, suit, complaint, pleading, or action against a CITY INDEMNITEE arises out of, pertains to, relates to, or asserts an act, error, or omission of CONSULTANT INDEMNITOR; and

(C) Arises regardless of whether a claim, suit, complaint, pleading, or

action specifically names or identifies CONSULTANT INDEMNITOR.

12.4. Paragraph 12.3 does not limit or extinguish CONSULTANT INDEMNITOR's obligation to reimburse a CITY INDEMNITEE for the costs of defending the CITY INDEMNITEE against a **liability**, or an **expense**, or both. A CITY INDEMNITEE's right to recover defense costs and attorney's fees under this Article does not require, and is not contingent upon, the CITY INDEMNITEE's first:

(A) Requesting that CONSULTANT INDEMNITOR provide a defense to the CITY INDEMNITEE; or

12.5. If CONSULTANT subcontracts all or any portion of the Services under this Agreement, CONSULTANT shall provide CITY with a written agreement from each Subconsultant, who must indemnify, defend, and hold harmless CITY INDEMNITEE under the terms in this Article.

12.6. CONSULTANT INDEMNITOR's obligation to indemnify, defend, and hold harmless CITY will remain in effect and will be binding upon CONSULTANT INDEMNITOR whether the **liability**, or the **expense**, or both, accrues— or is discovered— before or after this Agreement's expiration, cancellation, or termination.

12.7. Except for Paragraph 12.3, this Article's indemnification and defense provisions are separate and independent from the insurance provisions in Article 11. In addition, the indemnification and defense provisions in this Article:

(A) Are neither limited to nor capped at the coverage amounts specified under the insurance provisions in Article 11; and

(B) Do not limit, in any way, the applicability, scope, or obligations of the insurance provisions in Article 11.

### **13.0 DEFAULT, REMEDIES, AND TERMINATION**

13.1. **Default.** Default under this Agreement occurs upon any one or more of the following events:

(A) CONSULTANT refuses or fails— whether partially, fully, temporarily, or otherwise— to:

- (1) Provide or maintain enough properly trained personnel, or licensed personnel, or both, to perform the Services that this Agreement requires;
- (2) Pay for, obtain, maintain, or renew the insurance policies or coverages that this Agreement requires;

- (3) Comply with indemnification, defense, or hold harmless provisions that this Agreement requires; or

(B) CONSULTANT, or its personnel, or both— whether partially, fully, temporarily, or otherwise:

- (1) Disregards or violates a law, ordinance, rule, procedure, regulation, directive, or order;
- (2) Refuses or fails to pay for, obtain, maintain, or renew requisite licenses;
- (3) Refuses or fails to observe, perform, or fulfill a covenant, condition, obligation, term, or provision of this Agreement;
- (4) Commits an unlawful, false, fraudulent, dishonest, deceptive, or dangerous act while performing the Services under this Agreement; or

(C) CONSULTANT:

- (1) Or another party for or on behalf of CONSULTANT: institutes proceedings under any bankruptcy, reorganization, receivership or other insolvency; or assigns or transfers assets to its creditors;
- (2) Delegates— whether in whole, in part, temporarily, or otherwise— its duties or obligations under this Agreement, without notifying CITY, or without CITY's written authorization;
- (3) Assigns, transfers, pledges, hypothecates, grants, or encumbers— whether in whole, in part, temporarily, or otherwise— this Agreement or any interest in it, without notifying CITY, or without CITY's written authorization;
- (4) Or one of its partners, directors, officers, or general managers, or a person who exercises managerial authority on CONSULTANT's behalf, is convicted under state or federal law, during this Agreement's Term, of embezzlement, theft, fraud, forgery, bribery, deceptive or unlawful business practices, perjury, falsifying or destroying records or evidence, receiving stolen property, or other offense indicating a lack of business integrity or business honesty; or

(D) Any other justifiable cause or reason, as reasonably determined by the City Manager, or a designee.

13.2. **Notice of Default.** If CITY deems that CONSULTANT is in Default, or that CONSULTANT has failed in any other respect to satisfactorily perform the Services specified in this Agreement, CITY may give written notice to CONSULTANT specifying the Default(s) that CONSULTANT shall remedy within 30 days after receiving the notice. The Notice of Default will set forth one or more bases for any dissatisfaction and may suggest corrective measures.

13.3. **Remedies upon Default.** Within 30 days after receiving CITY's Notice of Default, if CONSULTANT refuses or fails to remedy the Default(s), or if CONSULTANT does not commence steps to remedy the Default(s) to CITY's reasonable satisfaction, CITY may exercise any one or more of the following remedies:

(A) CITY may, in whole or in part and for any length of time, immediately suspend this Agreement until such time as CONSULTANT has corrected the Default;

(B) CITY may provide for the Services either through its own forces or from another consultant, and may withhold any money due (or may become owing to) CONSULTANT for a task related to the claimed Default;

(C) CITY may withhold all moneys, or a sum of money, due CONSULTANT under this Agreement, which in CITY's sole determination, are sufficient to secure CONSULTANT's performance of its duties and obligations under this Agreement;

(D) CITY may immediately terminate the Agreement;

(E) CITY may exercise any legal remedy, or equitable remedy, or both, including, but not limited to, filing and action in court:

- (1) Seeking CONSULTANT's specific performance of all or any part of this Agreement; or
- (2) Recovering damages for CONSULTANT's Default, breach, or violation of this Agreement; or

(F) CITY may pursue any other available, lawful right, remedy, or action.

13.4. **Termination for Convenience.** Independent of the remedies provided in Paragraph 13.3, CITY may elect to terminate this Agreement at any time upon 30 days' prior written notice. Upon termination, CONSULTANT shall receive compensation only for that work which CONSULTANT had satisfactorily completed to the termination date. CITY shall not pay CONSULTANT for de-mobilization, takedown, disengagement, wind-down, or other costs incurred arising out of this Agreement's termination.

## 14.0 **GENERAL PROVISIONS**

14.1. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the PARTIES. This Agreement supersedes all prior and

contemporaneous communications, negotiations, understandings, promises and agreements, either oral or written. Neither CONSULTANT nor CITY has made any promises or representations, other than those contained in this Agreement or those implied by law. The PARTIES may modify this Agreement, or any part of it, by a written amendment with CITY's and CONSULTANT's signature.

14.2. **Interpretation.** This Agreement is the product of negotiation and compromise by both PARTIES. Every provision in this Agreement must be interpreted as though the PARTIES equally participated in its drafting. Therefore, despite the provisions in California Civil Code Section 1654, if this Agreement's language is uncertain, the Agreement must not be construed against the PARTY causing the uncertainty to exist. In interpreting this Agreement and resolving any ambiguities, this Agreement will take precedence over any cover page or attachments. If a conflict occurs between a provision in this Agreement and a provision in an attachment, the following order of precedence applies, with the terms and conditions in the document higher on the list governing over those lower on the list:

- (1) The Agreement.
- (2) Exhibit D.
- (3) Exhibit B.
- (4) Exhibit A.
- (5) Exhibit C.

14.3. **Headings.** All headings or captions in this Agreement are for convenience and reference only. They are not intended to define or limit the scope of any term, condition, or provision.

14.4. **Governing Law.** California's laws govern this Agreement's construction and interpretation. Unless this Agreement provides otherwise, any reference to laws, ordinances, rules, or regulations include their later amendments, modifications, and successor legislation.

14.5. **Waiver of Breach.** If a PARTY waives the other PARTY's breach of a term in this Agreement, that waiver is not treated as waiving a later breach of the term and does not prevent the PARTY from later enforcing that term, or any other term. A waiver of a term is valid only if it is in writing and signed by the PARTY waiving it. This Agreement's duties and obligations:

- (A) Are cumulative (rather than alternative) and are in addition to (rather than a limitation on) any option, right, power, remedy, or privilege; and
- (B) Are not exhausted by a PARTY's exercise of any one of them.

14.6. **Attorney's Fees.** If CITY or CONSULTANT brings an action at law or in equity to enforce or interpret one or more provisions of this Agreement, the "prevailing party" is entitled to "reasonable attorney's fees" in addition to any other relief to which the

prevailing party may be entitled. A "prevailing party" has the same meaning as that term is defined in California Code of Civil Procedure Section 1032(a)(4). "Reasonable attorney's fees" of the City Attorney's office means the fees regularly charged by private attorneys who:

(A) Practice in a law firm located in Los Angeles County; and

(B) Have an equivalent number of years of professional experience in the subject matter area of the law for which the City Attorney's services were rendered.

14.7. **Further Assurances.** Upon CITY's request at any time, CONSULTANT shall promptly:

(A) Take further necessary action; and

(B) Sign, acknowledge, and deliver all additional documents as may be reasonable, necessary, or appropriate to carry out this Agreement's intent, purpose, and terms.

14.8. **Assignment.**

(A) This Agreement does not give any rights or benefits to anyone, other than to CITY and CONSULTANT. All duties, obligations, and responsibilities under this Agreement are for the sole and exclusive benefit of CITY and CONSULTANT, and are not for the benefit of another person, entity, or organization. Without CITY's prior written authorization, CONSULTANT shall not do any one or more of the following:

- (1) Assign or transfer a right or interest— whether in whole, in part, temporarily, or otherwise— in this Agreement; or
- (2) Delegate a duty or obligation owed— whether in whole, in part, temporarily, or otherwise— under this Agreement.

(B) Any actual or attempted assignment of rights or delegation of duties by CONSULTANT, without CITY's prior written authorization, is wholly void and totally ineffective for all purposes; and does not postpone, delay, alter, extinguish, or terminate CONSULTANT's duties, obligations, or responsibilities under this Agreement.

(C) If CITY consents to an assignment of rights, or a delegation of duties, or both, CONSULTANT's assignee or legal representative shall agree in writing to personally assume, perform, and to be bound unconditionally by the covenants, obligations, terms, and conditions in this Agreement.

14.9. **Successors and Assigns.** Subject to the provisions in Paragraph 14.8, this Agreement is binding on the heirs, executors, administrators, successors, and assigns of the respective PARTIES.

14.10. **Time is of the Essence.**

(A) Except when this Agreement states otherwise, time is of the essence in this Agreement. CONSULTANT acknowledges that this Agreement's time limits and deadlines are reasonable for CONSULTANT's performing the Services under this Agreement.

(B) Unless this Agreement specifies otherwise, any reference to "day" or "days" means calendar and not business days. If the last day for giving notice or performing an act under this Agreement falls on a weekend, a legal holiday listed in either Glendale Municipal Code Section 3.08.010 or California's Government Code, or a day when City Hall is closed, the period is extended to and including the next day that CITY is open for business. A reference to the time of day refers to local time for Glendale, California.

14.11. **Recycled Paper.** CONSULTANT shall endeavor to submit all reports, correspondence, and documents related to this Agreement on recycled paper.

14.12. **Notices.**

(A) The PARTIES shall submit in writing all notices and correspondence that this Agreement requires or permits, and shall deliver the notices and correspondence to the places set forth below. The PARTIES may give notice by:

- (1) Personal delivery;
- (2) U.S. mail, first class postage prepaid;
- (3) "Certified" U.S. mail, postage prepaid, return receipt requested; or
- (4) Facsimile.

(B) All written notices or correspondence sent in the described manner will be presumed "given" to a PARTY on whichever date occurs earliest:

- (1) The date of personal delivery;
- (2) The third (3rd) business day following deposit in the U.S. mail, when sent by "first class" mail;
- (3) The date on which the PARTY or its agent either signed the return receipt or refused to accept delivery, as noted on the return receipt or other U.S. Postal Service form, when sent by "certified" mail; or
- (4) The date of transmission, when sent by facsimile.

At any time, by providing written notice to the other PARTY, CITY or CONSULTANT may change the place, or facsimile number, for giving not

City of  
Glendale  
Dept.: Fire  
421 Oak Street  
Glendale, CA 91204  
Attn: Julie Schaeffer

Tel. No. (818) 550-5687  
Fax. No. (818) 547-1031

**CONSULTANT:** Santa Ana College  
Fire Technology Department  
1530 W 17<sup>th</sup> Street  
Santa Ana, CA 92706-3398  
Attn: Terri Wann

Tel. No. (714) 564-6861  
Fax. No. (714) 564-6850

14.13. **Survival.** This Paragraph and the obligations set forth in Paragraphs 5.4, 5.6, 5.7, 5.8, 7.5, 8.1, 9.1, 9.2, 9.3, 9.4, 9.5, 11.1, 11.2, 12.1, 12.2, 12.3, 12.4, 12.5, 12.6, 12.7, 13.3, 14.5, 14.6, 14.7, 14.8, 14.9, and 14.12 survive this Agreement's expiration, cancellation, or termination.

14.14. **Severability.** The invalidity, in whole or in part, of any term of this Agreement will not affect this Agreement's remaining terms.

14.15. **Counterparts.** This Agreement may be executed in counterparts, each of which is an original, but all of which constitutes one and the same document. The PARTIES shall sign a sufficient number of counterparts, so that each PARTY will receive a fully executed original of this Agreement.

14.16. **Representations – Authority.** The PARTIES represent that:

(A) They have read this Agreement, fully understand its contents, and have received a copy of it;

(B) Through their duly authorized representative, they are authorized to sign this Agreement, and they are bound by its term; and

(C) They have executed this Agreement on the date opposite their signature.

Executed at Glendale, California.

**CITY OF GLENDALE:**

By \_\_\_\_\_ Date: \_\_\_\_\_ 20\_\_\_\_  
(Name) \_\_\_\_\_  
(Title) \_\_\_\_\_

**CONSULTANT:**

By \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_\_\_  
(Name) Peter J. Hardash  
(Title) Vice Chancellor  
Business Operations & Fiscal Services

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney                      Date

## **EXHIBIT LIST**

- |                                  |                               |
|----------------------------------|-------------------------------|
| <b>"Exhibit A":</b><br>(1 page)  | <b>Scope of Work</b>          |
| <b>"Exhibit B":</b><br>(1 page)  | <b>Project Time Schedule</b>  |
| <b>"Exhibit C":</b><br>(1 page)  | <b>Fee Schedule</b>           |
| <b>"Exhibit D":</b><br>(6 pages) | <b>Insurance Requirements</b> |

## **Exhibit A Scope of Work**

The Instructor, as an independent contractor, agrees to perform during the term of this Agreement, a Wellness Class for the City of Glendale Fire Department. The estimated number of students that will participate in the class will be approximately 155. The Wellness Class will begin in June 2015 and be completed by March 2016. The class will include the following:

- The Fitness Assessment will include a 12-lead ECG, graded exercise test, blood pressure, pulmonary function, body composition assessment, and various strength and flexibility tests. This is a fitness evaluation not a medical assessment a doctor does not evaluate the results. Students are encouraged to take their individualized fitness profile to their doctor for review.
- Individualized Fitness Assessment Results Profile will be provided to each participant.
- A minimum of 8 hours of lectures/workshops on health, fitness, and nutrition topic will be given during the duration of the Wellness Class. Classes will be repeated up to four times per shift, for a total of up to 12 lecture/workshops to cover each topic.
- Students enrolled in the Wellness Class also have access to registered dietitians, exercise physiologists, and injury prevention specialists throughout the year.
- Individual and small group instruction sessions will be arranged throughout the class (March 2015 to March 2016) upon request. There will be no additional cost for this service.
- Upon request the Fire Department will receive an aggregate report showing the Fire Department average fitness scores in the following areas: Cardiovascular fitness, muscular fitness, body composition, and coronary risk.

**Exhibit B**  
**Project Time Schedule**

Year one: Begins June 2015 – ends March 2016

Year two: Begins March 2016 – ends March 2017

Optional Year three: Begins March 2017 – ends March 2018

**Exhibit C  
Fee Schedule**

Annual fee schedule is dependent upon class size and current tuition fees for California residents; provided, however that in no event will the amount payable under this Agreement exceed the Maximum Cost set forth in paragraph 7.4 of the Agreement.

The expected number of participants is approximately 155

Year one commencing March 2015:

\$104.00 per person (\$92.00 registration fee + \$12.00 material fee) for California Resident and \$553 per person for non-Residents.

**Total Estimated Cost:** based on 155 participants (CA residents) = \$16,120.00

**TOTAL NOT TO EXCEED 17,000**

Year two commencing March 2016:

\$104.00 per person (\$92.00 registration fee + \$12.00 material fee) for California Resident and \$553 per person for non-Residents.

**Total Estimated Cost:** based on 155 participants (CA residents) = \$16,120.00

**TOTAL NOT TO EXCEED 17,000**

## **Exhibit D Insurance Requirements**

### **1.0 GENERAL REQUIREMENTS**

1.1 The CONSULTANT shall provide evidence of self-insurance for Workers' Compensation, General Liability, and Professional Liability acceptable to the City's Risk Manager or City Attorney, OR the following:

1.2 At all times the insurance company issuing the policy must meet all three of these requirements:

- (A) It must be "admitted" insurer by the State of California Department of Insurance or must be listed on the California Department of Insurance's "List of Surplus Line Insurers" ("LESLI");
- (B) It must be domiciled within, and organized under the laws of, a State of the United States; and
- (C) It must Carry a minimum A.M. Best Company Financial Strength Rating of "A: VIII," or better.

1.3 If the agreement requires any of the foregoing insurance coverage's to remain in force after the Final Payment, and if they are reasonably available, CONSULTANT shall submit to CITY – with the final Application for Payment – all certificates and additional insured endorsements evidencing the coverage's continuation.

1.4 A deductible or self-insured retention is subject to CITY's review and approval, in its sole discretion. The insurance company or its authorized representative must state either on the insurance certificate or in a separate correspondence:

- (A) The amount of the deductible, or self-insured retention, or both;
- (B) Whether a limit or insurance has been lowered by any pending or paid claim; and
- (C) The current limit amount, as lowered by the pending or paid claim.

The CITY acknowledges that CONSULTANT has a \$25,000 Self-Insured Retention on its General Liability insurance and agrees that such SIR is acceptable for the Services.

1.5 Despite any conflicting or contrary provision in CONSULTANT's insurance policy:

- (A) If CONSULTANT's insurance company adds CITY, and its officers, agents, employees, and representatives (collectively, "its representatives") as additional insured's, then for all acts, errors, or omissions of CITY, or its representatives, or both, that insurer shall:
  - (1) Pay those sums that CITY, or its representatives, or both, become legally obligated to pay as damages; and
  - (2) Defend – and pay the costs of defending – CITY, or its representatives, or both;
- (B) CONSULTANT's insurance is primary;
- (C) Other insurances (whether primary, excess, contingent or self-insurance, or

any other basis) available to CITY, or its representatives, or both, is excess over CONSULTANT's insurance;

(D) CITY's insurance, or self-insurance, or both, will not contribute with CONSULTANT's insurance policy;

(E) CONSULTANT and CONSULTANT's insurance company waive – and shall not exercise – any right of recovery or subrogation that CONSULTANT or the insurer may have against CITY, or its representatives, or both;

(F) CONSULTANT's insurance policy applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or suit is brought, except that the naming of multiple insured's will not increase an insurance company's limits of liability;

(G) CONSULTANT's insurance policy applies to a claim or suit brought by an additional insured against a Named Insured or other insured, arising out of bodily injury, personal injury, advertising injury, or property damage; and

(H) CITY is not liable for a premium payment or another expense under CONSULTANT's policy.

1.6 At any time during the duration of this Agreement, CITY may do any one or more of the following:

(A) Review this Agreement insurance coverage requirements; or

(B) Require that CONSULTANT:

(1) Obtain and maintain less insurance depending on CITY's assessment of any one or more of the following factors:

(a) CITY's risk of liability or exposure arising out of, or in any way connected with, the services of CONSULTANT under this Agreement;

(b) The nature or number of accidents, claims or lawsuits arising out of, or in any way connected with the services of CONSULTANT under this Agreement; or

(2) Reduce or eliminate a deductible or self-insured retention as it applies to CITY; or

(3) Obtain, pay for, and maintain a bond (as a replacement for an insurance coverage) from a California corporate surety, guaranteeing payment to CITY for liability, or costs, or both, that CITY incurs during CITY's investigation, administration, or defense of a claim or a suite arising out of this Agreement.

1.7 CONSULTANT shall maintain the insurance policy without interruption, from the Projects' commencement date to the Final Payment date, or until a date that CITY specifies for any coverage that CONSULTANT must maintain after Final Payment.

1.8 CONSULTANT shall mail CITY written notice at least thirty (30) days in advance of the policy's or the self-insurance program's cancellation, termination, non-renewal, or reduction in coverage.

1.9 CONSULTANT shall not allow any insurance to expire, cancel, terminate, lapse, or non-renew. Twenty-one (21) days before its insurance policy's expiration, cancellation, termination, or non-renewal, CONSULTANT shall deliver to CITY evidence of the required coverage as proof that CONSULTANT's insurance policy has

been renewed or replaced with another insurance policy which, during the duration of this Agreement, meets all of this Agreement's insurance requirements.

1.10 At any time, upon CITY's request, CONSULTANT shall furnish satisfactory proof of each type of insurance coverage required – including a certified copy of the insurance policy or policies; certificates, endorsements, renewals, or replacements; and documents comprising CONSULTANT's self-insurance program – all in a form and content acceptable to the City Attorney or City's Risk Manager.

1.11 If CONSULTANT hires, employs or uses a Subconsultant to perform work, services, operations, or activities on CONSULTANT's behalf, CONSULTANT shall ensure that the Subconsultant:

- (A) Delivers to CITY – for its review, or approval, or both – all insurance policies, certificates, and endorsements that this Agreement requires; and
- (B) Furnishes CITY, at any time upon its request, with a complete copy of the Subconsultant's insurance policy or policies for CITY's review, or approval, or both.

1.12 CONSULTANT's failure to comply with an insurance provision in this Agreement constitutes a breach upon which CITY may immediately terminate or suspend CONSULTANT's performance of this Agreement, or invoke another remedy that this Agreement or the law allows. At its discretion, CITY may obtain or renew the insurance, and CITY may pay all or part of the premiums. Upon demand, CONSULTANT shall repay CITY for all sums or monies that CITY paid to obtain, renew, or reinstate the insurance, or CITY may offset the cost of the premium against any sums or monies that CITY may owe CONSULTANT.

## **2.0 CONSULTANT'S SUBMITTAL OF CERTIFICATES AND ENDORSEMENTS**

2.1 CONSULTANT shall have its insurance carrier(s) or self-insurance administrator(s) complete and execute the following insurance documents, unless an exception below applies. When CONSULTANT signs and delivers the Agreement to CITY, CONSULTANT also shall deliver:

- (A) A "certificate of insurance" for each required liability insurance coverage;
- (B) General Liability and Automobile Liability endorsement forms reflecting the coverage required by this Agreement, unless this Agreement does not require CONSULTANT to obtain and maintain Commercial General Liability coverage, Businessowners Liability coverage, or Automobile Liability coverage;
- (C) A statement on the certificate of insurance that the CONSULTANT and insurer have waived rights of subrogation for Commercial General Liability coverage, Businessowners Liability Coverage and Workers' Compensation coverage;
- (D) A "certificate of insurance" for Workers' Compensation insurance; or If CONSULTANT is self-insured for workers' compensation, a copy of the "Certificate of Consent to Self-insure from the State of California; or If CONSULTANT is lawfully exempt from worker's compensation laws, an "Affirmation of Exemption from Labor Code §3700" form;
- (E) A complete copy of CONSULTANT's Professional Liability insurance policy, including all forms and endorsements attached to it.

2.2 CITY will neither sign this Agreement nor issue a "Notice to Proceed" until the

City Attorney or City's Risk Manager has reviewed and approved the insurance documents. CITY's decision as to the acceptability of all insurance documents is final. Unless CONSULTANT obtains CITY's written approval, CITY will not permit or allow a substitution of an insurance policy, or a change in a certificate's or an endorsement's form and content, or both.

**3.0 INSURANCE OBLIGATION IS SEPARATE FROM INDEMNITY OBLIGATION**

- 3.1 This Agreement's insurance provisions:
- (A) Are separate and independent from the indemnification and defense provisions in Article 12 of the Agreement; and
  - (B) Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in Article 12 of the Agreement.

**4.0 "PROFESSIONAL LIABILITY" INSURANCE**

4.1 Without limiting CONSULTANT's liability and at its sole expense, CONSULTANT shall obtain, pay for, and maintain a Professional Liability insurance policy.

- 4.2 The Professional Liability policy must:
- (A) Include "errors and omissions" coverage or "malpractice" coverage;
  - (B) Afford "practice specific" or "project specific" coverage;
  - (C) Provide limits of liability in an amount not less than:
    - (1) ONE MILLION DOLLARS (\$1,000,000) per claim; and
    - (2) TWO MILLION DOLLARS (\$2,000,000) in the aggregate;
  - (D) Cover a claim or claims arising out of the performance of professional services by:
    - (1) CONSULTANT;
    - (2) CONSULTANT's Subconsultant(s);
    - (3) Anyone whom CONSULTANT or its Subconsultant(s) directly or indirectly employs or uses; or
    - (4) Anyone whose acts CONSULTANT or its Subconsultant(s) may be liable; and
  - (E) Provide coverage for:
    - (1) The duration of this Agreement; and
    - (2) At least three (3) years after the Project's completion:
      - (a) CONSULTANT shall obtain, pay for, and maintain an endorsement that adds an "extended reporting period" ("ERP") or a "discovery" feature— to allow CITY to report a claim— for a period of not less than three (3) years following the initial policy's expiration, or following CITY's recordation of its "notice of completion" for the Project, whichever date is later. The endorsement for the ERP or discovery feature must provide identical policy limits, and meet the conditions, described in subparagraphs 1.2 (A) through (D) above; or
      - (b) CONSULTANT shall obtain, pay for, and maintain successive renewal or replacement policies (with "prior acts" coverage), for a period of three (3) years following the initial

policy's expiration, or following CITY's recordation of its "notice of completion" for the Project, whichever date is later. Each policy must have a "retroactive date" that coincides with, or is earlier than, this Agreement's Effective Date. Additionally, each policy must provide identical policy limits, and meet the conditions, described in subparagraphs 1.2 (A) through (D) above.

4.3 All ERP or discovery endorsements, renewal policies, and replacement coverage policies are subject to CITY's review and approval, in its sole discretion.

4.4 CONSULTANT shall pay the full amount of all deductibles and any self-insured retention per claim for coverage under the Professional Liability insurance policy.

## **5.0 "WORKERS' COMPENSATION" INSURANCE**

5.1 At its own expense, CONSULTANT shall obtain, pay for, and maintain— and shall require each of its Subconsultants to obtain and maintain— for the duration of this Agreement:

- (A) Complete Workers' Compensation insurance, meeting or exceeding the coverages and amounts that California law requires; and
- (B) Employer's Liability insurance in an amount not less than:
  - (1) ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury or disease;
  - (2) ONE MILLION DOLLARS (\$1,000,000) per employee for bodily injury or disease; and
  - (3) ONE MILLION DOLLARS (\$1,000,000) policy limit.

5.2 CONSULTANT shall provide CITY with a "certificate of insurance" and a statement on the certificate of insurance documenting that there is in place a subrogation endorsement, or that CONSULTANT and insurer have waived rights of subrogation, "Waiver of Our Right to Recover From Others"— on forms satisfactory to the City Attorney or City's Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, this Agreement's workers' compensation insurance requirements.

5.3 CITY shall not be liable to CONSULTANT's personnel, or anyone CONSULTANT directly or indirectly employs or uses, for a claim at law or in equity arising out of CONSULTANT's failure to comply with this Agreement's workers' compensation insurance requirements.

## **6.0 "COMMERCIAL GENERAL LIABILITY" OR "BUSINESS OWNERS LIABILITY" INSURANCE**

6.1 At its own expense, CONSULTANT shall obtain, pay for, and maintain— and shall require each of its Subconsultant's to obtain and maintain— a "Commercial General Liability" or a "Business owners Liability" insurance policy on an occurrence basis to fully protect CONSULTANT and CITY from claims and suits for bodily injury, personal and advertising injury, property damage, and medical payments. The policy must add the City of Glendale and its officers, agents, employees, and representatives as additional insured's.

6.2 The liability insurance must include all major divisions of coverage and must cover:

- (A) ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury

(including accidental death) to any one person;

(B) ONE MILLION DOLLARS (\$1,000,000) per occurrence for personal and advertising injury to any one person;

(C) ONE MILLION DOLLARS (\$1,000,000) per occurrence for property damage; and

(D) TWO MILLION DOLLARS (\$2,000,000) general aggregate limit

6.3 The liability insurance must include all major divisions of coverage and must cover:

(A) Premises Operations (including Explosion, Collapse, and Underground ["X,C,U"] coverage's as applicable);

(B) Independent Contractors' Protective Liability;

(C) Products and Completed Operations (maintain same limits as above until five (5) years after recordation of Notice of Completion);

(D) Personal and Advertising Injury (with Employer's Liability Exclusion deleted);

(E) Contractual Liability; and

(F) Broad Form Property Damage

6.4 CONSULTANT shall provide CITY with a "certificate of insurance," an "additional insured endorsement," and a statement on the certificate documenting that there is in place a subrogation endorsement or that CONSULTANT and insurer have waived rights of subrogation, "Waiver of Transfer to Rights of Recovery Against Others"— on forms satisfactory to the City Attorney or City's Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.

6.5 The "certificate of insurance" and an "additional insured endorsement" must state: "The City of Glendale and its officers, agents, employees, and representatives are included as additional insured's under the policy(s). This insurance is primary to all other insurance of the City. The City's insurance, or self-insurance, or both, will apply in excess of— and will not contribute with— this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought."

## 7.0 "BUSINESS AUTOMOBILE" LIABILITY INSURANCE

7.1 At its own expense, CONSULTANT shall obtain, pay for, and maintain— and shall require each of its Subconsultant's to obtain and maintain— a "Business Automobile" insurance policy on an occurrence basis to fully protect CONSULTANT and CITY from claims and suits for bodily injury, property damage, and medical payments. The policy must add the City of Glendale and its officers, agents, employees, and representatives as additional insured's.

7.2 The insurance must not be written for less than the limits of liability specified below or required by law, whichever coverage amount is greater:

(A) ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury (including accidental death) to any one person;

(B) ONE MILLION DOLLARS (\$1,000,000) per occurrence for property damage; or

(C) TWO MILLION DOLLARS (\$2,000,000) combined single limit (“CSL”).

7.3 The liability insurance must include all major divisions of coverage and must cover all vehicles, whether rented, leased, hired, scheduled, owned or non-owned.

7.4 CONSULTANT shall provide CITY with a “certificate of insurance” and an “additional insured endorsement”— on forms satisfactory to the City Attorney or City’s Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.

7.5 The “certificate of insurance” and an “additional insured endorsement” must state: “The City of Glendale and its officers, agents, employees, and representatives are included as additional insured’s under the policy(s). This insurance is primary to all other insurance of the City. The City’s insurance, or self-insurance, or both, will apply in excess of— and will not contribute with— this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought.”

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****Human Services and Technology Division**

To: Board of Trustees	Date: May 26, 2015
Re: Approval of CJA Agreement Renewal: Asian Gang Investigators Association of California	
Action: Request for Approval	

**BACKGROUND**

Over the past eleven (11) plus years, Santa Ana College and the Asian Gang Association of California have shared in a partnership that provides quality and professional law enforcement training for any law enforcement agency in the county/state that wishes to participate. The attached agreement will be used to continue the educational partnership with the listed Association. The previous contract was renewed in June, 2010.

**ANALYSIS**

Because the Association conducts training once a year (usually August) there would be no additional fiscal impact for 2014/2015. The budgeted cost for 2015/2016 would not exceed \$70,000. This agreement shall be effective for five (5) years or until termination by written notice of either party. The agreement has been reviewed by Dean Simon B. Hoffman and college staff.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the Agreement as submitted with the Asian Gang Investigators Association of West Covina, California.

Fiscal Impact:	\$70,000/ 2015-16fy	Board Date: May 26, 2015
Prepared by:	Omar Torres, Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

**STANDARD INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT**

**With: Asian Gang Investigators Association of California (AGIAC)**

**THIS AGREEMENT** is entered into this 26th day of May, 2015

by and between the Rancho Santiago Community College District, 2323 North

Broadway, Santa Ana, California 92706-1640 (District) and the **Asian Gang**

**Investigators Association of California, P.O. Box 4241, West Covina, CA 91791-0241**

(Agency).

**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**, Agency and District agree as follows:

**PROVISIONS OF THE AGREEMENT**

**A. AGENCY'S RESPONSIBILITIES:**

1. **Services** - Agency's responsibility shall be to diligently furnish to the District the services and materials as set forth in Attachment A, hereby incorporated in this Agreement by this reference.

2. Student Attendance Records. Records of student attendance and achievement will be maintained by Agency. Records will be open for review at all times by officials of the District and submitted on a schedule developed by the District.

3. Non-Discrimination. Agency agrees that it will not engage in unlawful discrimination of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or age, or sex of such person.

4. 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.

#### B. DISTRICT'S RESPONSIBILITIES

1. Educational Program. District is responsible for the educational program that will be conducted on site.

2. Supervise and Control Instruction. The instruction to be 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.

3. 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 to be reported. The agreement shall state that the District has the primary right to control and direct the instructional activities of Agency's instructor.

4. 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.

5. District's Control of and Direction for Instructors. District shall provide instructors with an orientation, instructor's 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.

6. Courses of Instruction. These are specified in Attachment A to this Agreement. It is the District's responsibility to insure 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.

7. Different Section of Courses. District shall have procedures to insure 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, courses, and the students.

8. 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.

9. Obtaining Approval of Degree and Certificate Programs Is District's Responsibility. It is required 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.

10. 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.

11. 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.

12. 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)

C. FEE

1. Agency Fee and Expenses - The fee to be paid by District for the services and materials to be supplied hereunder is: Two dollars and seventy cents (\$2.70) per student contact hour, not to exceed 25,925 hours or \$70,000 per fiscal year. Annual limits shall not be exceeded without the expressed permission from either the Dean of Human Services/Technology Division or the Assistant Dean of Criminal Justice Academies.

2. The Agency shall invoice the District at the conclusion of each class, supplying mutually acceptable documentation of student contact hours for each class.

D. TERMS AND CONDITIONS

1. 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)

2. 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 catalog 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)

3. Support Services for Students. Both Agency and District shall insure that ancillary and support services are provided for the students (e.g. Counseling and Guidance, and Placement Assistance).

4. Indemnification. All parties to this agreement shall agree to

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

5. Term. This Agreement shall be in effect for the period of **July 01, 2015** through **June 30, 2020**, unless earlier terminated by either party in the manner set forth herein. This agreement may be extended for one (1) additional year by mutual agreement between the parties no later than one month prior to the anniversary date of the Agreement. Either party may cancel or terminate this Agreement without cause upon 30 days prior written notice given by either party.

6. Termination for Cause. The District may terminate this Agreement and be relieved of any consideration to Agency should Agency fail to perform the covenants herein at the time and in the manner provided. In the event of such termination the District may proceed with the work in any manner deemed proper by the District. The cost of the District shall be deducted from any sum due the Agency under this Agreement, and the balance, if any, shall be paid by the Agency.

7. Assignments. This Agreement is personal and shall not be assigned by Agency either in whole or in part. Any such purported assignment voids this Agreement.

8. 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 and Fiscal Services  
2323 North Broadway  
Santa Ana, California 92706

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

If to Agency:

Asian Gang Investigators Association of California  
P.O. Box 4241  
West Covina, CA 91791-0241

Attn: Edward Yee

9. 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.

10. 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.

**IN WITNESS WHEREOF**, this Agreement has been executed by the parties

hereto on the day and year first written above.

Agency: **Asian Gang Investigators  
Association of California**

District: **RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT**

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

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

Name: **Edward Yee**

Name: **Peter J. Hardash**

Title: **President**

Title: **Vice Chancellor of  
Business Operations/Fiscal Services**

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

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

ATTACHMENT A

STANDARD INTER-AGENCY SERVICES AGREEMENT

SERVICES TO BE PROVIDED BY AGENCY:

**Asian Gang Investigators Association of California**

1. **Teaching Approved Curriculum:** All student contact hours submitted by the Agency to the District shall be part of a course of instruction that has either been approved by the college's Curriculum and Instruction Council, or has been accepted as a topics course and approved by the college's Chief Instructional Officer.
  
2. **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 college's minimum or equivalent qualifications for hiring as part-time Criminal Justice 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.
  
3. **Non-overlap with other funding sources:** The above instructional hours are conducted as FTES funded courses through the Criminal Justice Academies Department at Santa Ana College.
  
4. **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.

5. **Instructional Activities:** The Administrators of Rancho Santiago Community College District and Agency (and/or their designees) will meet at mutually agreed intervals to plan, schedule and budget for instructional activities, the joint consent of the District and the Agency shall precede any instructional activity.

6. **List of Courses** - The following is a partial list of applicable courses for contract instruction:

1) Advanced training courses in the field of narcotics, including, but not limited to:

CJA 007A – Gangs, Cults and hate Crimes, CJA 009C- Narcotics Related Training, CJA 034A – Advanced Officer Training

2) Related courses approved by the Assistant Dean, Criminal Justice Academies and specific to Criminal Justice and all other approved Criminal Justice related courses offered at Santa Ana College.

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

To:	Board of Trustees	Date: May 26, 2015
Re:	Approval of New Courses and Course Revisions for the 2015 – 2016 Santa Ana College Catalog	
Action:	Request for Approval	

**BACKGROUND**

The attached memo is a summary of actions taken by the Santa Ana College Curriculum and Instruction Council during 2015. It includes new courses and course revisions through April 27, 2015 which will appear in the 2015 – 2016 catalog.

**ANALYSIS**

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

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the new courses and course revisions for the 2015 – 2016 Santa Ana College Catalog.

Fiscal Impact:	None	Board Date: May 26, 2015
Prepared by:	Omar Torres, Vice President of Academic Affairs, Santa Ana College	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

# SANTA ANA COLLEGE

## CURRICULUM & INSTRUCTION COUNCIL

DATE: May 7, 2015  
TO: Erlinda J. Martinez, Ed. D., President  
FROM: Monica Porter, Chair of Curriculum & Instruction Council  
RE: Proposed Revisions for 2015 – 2016 Catalog

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

The Curriculum & Instruction Council was chaired by Monica Porter, Designee of the SAC Academic Senate. Membership included two administrators, sixteen faculty, the University Articulation Coordinator, the Matriculation Representative, one student representative and the Curriculum Specialist.

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

The following academic course and program have been reviewed and are now recommended by the Curriculum and Instruction Council:

### **NEW COURSES**

Two (2) new courses were approved because of new and/or expanded programs or major changes in the discipline. (See Attachment #1)

### **REVISED COURSES**

Fifty (50) course revisions were updated to reflect changes in title, units, hours, or content. (See Attachment #2)

**SANTA ANA CATALOG 2015 – 2016**

**NEW COURSES**

**SANTA ANA COLLEGE**

**CATALOG 2015 – 2016**

- |   |     |      |   |
|---|-----|------|---|
| 1 | CJA | 055E | Sheriff Special Officer Transition Course |
| 2 | CJA | 090  | Academy Tactical Officer Training         |

**REVISED COURSES****CATALOG 2015 – 2016****SANTA ANA COLLEGE**

1	CJA	007A	Gangs, Cults and Hate Crimes
2	CJA	008A	Disaster Preparedness Training
3	CJA	021A	PC 832 Firearms
4	CJA	055B	Correctional Services Assistant Academy
5	CJA	069A	Corrections Training
6	CJA	088	Campus Law Enforcement Update
7	CJA	099	OCSA Basic Pre-Academy
8	CJA	99A	Basic Police Academy
9	CJA	099B	Level 3 Modular Police Academy
10	CJA	099C	Level 2 Modular Police Academy
11	CJA	099D	Level 1 Modular Police Academy
12	CMST	104	Listening
13	CMST	107	Communication for the Health Care Professional
14	DNCE	106A	Introduction to Modern Dance
15	DNCE	106B	Introduction to Modern Dance
16	DNCE	107	Dance Concert Performance
17	DNCE	108A	Introduction to Ballet
18	DNCE	108B	Introduction to Ballet
19	DNCE	260	Somatic Practices in Dance
20	FOT	100	Emergency Medical Technician
21	KNIA	210	Wrestling-Men
22	MUS	104	Rock Music History and Appreciation

23	MUS	149	The Business of Music
24	MUS	161	Class Piano I
25	MUS	176	Jazz Band
26	MUS	190	Introduction to ProTools
27	MUS	241	Chamber Music Ensemble
28	MUS	271	Symphonic Band
29	TELV	190	Introduction to ProTools
30	KNIA	213	Volleyball-Women

### **CONTINUING EDUCATION**

31	HSS	095	Basic Skills Supervised Tutoring
32	VBUS	118	Introduction to Windows
33	VBUS	123	Introduction to Computer Software Applications
34	VBUS	124	Introduction to Keyboarding 1
35	VBUS	125	Introduction to Keyboarding 2
36	VBUS	243	Introduction to Customer Service Skills
37	VBUS	244	Introduction to Databases Using Microsoft Access
38	VBUS	245	Introduction to Desktop Publishing Using Microsoft Publisher
39	VBUS	259	Orientation to Computers
40	VBUS	260	Introduction to Word Processing Using MS Word
41	VBUS	262	Introduction to Spreadsheets Using MS Excel
42	VBUS	302	Introduction to Web Page Development Using HTML
43	VBUS	303	Introduction to Electronic Imaging Using Adobe Photoshop
44	VBUS	304	Introduction to Electronic Presentations Using PowerPoint

45	VBUS	400	Employability Skills
46	VBUS	450	Hardware & Software A+ Preparation, Review, and Practice
47	VBUS	574	Computer Basics: Hardware and Software
48	VBUS	576	Computer Basics: Systems and Networking Essentials
49	VCNST	610	Vocational Construction Technology Module I
50	VCNST	620	Vocational Construction Technology Module II

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****Santiago Canyon College  
Academic Affairs**

To:	Board of Trustees	Date: May 26, 2015
Re:	Approval of New Courses and Course Revisions for the 2015-2016 Santiago Canyon College Catalog	
Action:	Request for Approval	

**BACKGROUND**

The attached memo is a summary of actions taken by the Santiago Canyon College Curriculum and Instruction Council (CIC) during 2015. It includes new courses and course revisions through May 18, 2015 which will appear in the 2015 – 2016 catalog.

**ANALYSIS**

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

**RECOMMENDATION**

It is recommended that the Board approve the proposed revisions for the 2015-2016 catalog as presented.

Fiscal Impact:	None	Board Date: May 26, 2015
Prepared by:	Aracely Mora, Ed.D., Vice President, Academic Affairs, SCC Joyce Wagner, Ph.D., Chair, Curriculum and Instruction Council, SCC	
Submitted by:	John Weispfenning, Ph.D., President, SCC	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	



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**CURRICULUM AND INSTRUCTION COUNCIL**

DATE: May 11, 2015

TO: John Weispfenning, Ph.D., President of Santiago Canyon College

FROM: Joyce Wagner, Ph.D., Chair of the Curriculum and Instruction Council  
Aracely Mora, Ed.D., Vice President, Academic Affairs

RE: **PROPOSED REVISIONS FOR THE 2015-2016 CATALOG**

The following changes to the 2015-2016 college catalog are proposed by the Curriculum and Instruction Council (CIC) of Santiago Canyon College. All changes to academic policies, courses, and programs are reviewed and approved by departmental curriculum committees before action is taken by the CIC.

Santiago Canyon College's CIC is chaired by Dr. Joyce Wagner, Designee of the Academic Senate President. Membership also includes the Vice President of Academic Affairs, 17 faculty representatives (including the Chair of the Committee), an Articulation Officer, a Curriculum Specialist and a student representative.

The changes initiated at Santiago Canyon College for the 2015-2016 catalog are:

**GENERAL EDUCATION REQUIREMENTS FOR THE ASSOCIATE DEGREE (Plan A)**

The following option was removed from the local general education requirement:

Area A: Natural Sciences

Physics 210 removed.

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

The following options were removed from the CSU general education requirements:

Area B1: Physical Sciences

Physics 210 and 211 removed.

Area B3: Laboratory Activity

Physics 210 and 211 removed.

**INTERSEGMENTAL GENERAL EDUCATION TRANSFER CURRICULUM (Plan C)**

The following options were removed from the UC and CSU general education requirements:

Area 5A: Physical Sciences

Physics 210 and 211 removed.

Area 5C: Laboratory Activity

Physics 210 and 211 removed.

**NEW PROGRAMS, DEGREES AND CERTIFICATES**

(See Attachment #1)

One (1) new program control number will be requested from the California Community Colleges Chancellor's Office due to nonsubstantial changes to the existing Computer Science program for the upcoming academic year in accordance with Senate Bill 440 (SB440) Associate Degrees for Transfer (ADT) obligation.

**REVISED PROGRAMS, DEGREES AND CERTIFICATES**

(See Attachment #2)

A total of seven (7) programs, degrees and certificates were revised because of changes in required or restricted elective courses, advisory committee recommendations, changes in requirements for four year schools, and recommendations from state agencies.

**NEW COURSES:**

(See Attachment #3)

Five (5) new courses were approved due to new and/or expanded programs or major changes in the discipline.

**REVISED COURSES**

(See Attachment #4)

Thirty-two (32) course revisions were approved which reflected changes in title, units, hours, or content because of changes in requirements for four year schools and recommendations from advisory committees or state agencies.

**DEACTIVATED COURSES**

(See Attachment #5)

Four (4) courses were deactivated because they were outdated and/or had not been offered in three (3) or more years.

**DISTANCE EDUCATION OFFERINGS**

(See Attachment #6)

One (1) course was separately reviewed and approved in accordance with California Code of Regulations §55206. This course was designed with portions of the instruction which the instructor and student are separated by distance and interact through the assistance of communication technology in lieu of face-to-face interaction.

**STAND ALONE**

(See Attachment #7)

Two (2) nondegree-applicable courses, which are not part of an approved educational program, as permissible by California Education Code §70900-70902 and California Code of Regulations §55002, were approved as stand alone.

Cc: Corinna Evett, Academic Senate President, Santiago Canyon College  
Aracely Mora, Vice-President of Academic Affairs, Santiago Canyon College  
John Hernandez, Vice-President of Student Services, Santiago Canyon College  
Jose Vargas, Vice-President of Continuing Education, Orange Education Center  
Von Lawson, Dean of Business and Career Technical Education, Santiago Canyon College  
Kari Irwin, Associate Dean of Business and Career Technical Education, Santiago Canyon College  
Ruth Babeshoff, Dean of Counseling and Student Support Services, Santiago Canyon College  
Aaron Voelcker, Dean of Institutional Effectiveness, Library & Learning Support, Santiago Canyon College  
Marilyn Flores, Dean of Arts, Humanities and Social Sciences, Santiago Canyon College  
Martin Stringer, Dean of Mathematics and Sciences and Athletics Director, Santiago Canyon College  
Monica Porter, Chair of the Curriculum and Instruction Council, Santa Ana College  
Erlinda Martinez, President of Santa Ana College  
John Zarske, Academic Senate President, Santa Ana College  
Omar Torres, Vice-President of Academic Affairs, Santa Ana College

**NEW PROGRAMS, DEGREES AND CERTIFICATES**

**Credit**

Computer Science, Associate in Science for Transfer Degree

**Non-Credit**

None

**REVISED PROGRAMS, DEGREES AND CERTIFICATES**

**Credit**

Computer Science, A.S. Degree (11903)

Computer Science, Certificate of Achievement (21649)

Geology, A.S. Degree (11934)

Liberal Arts: Mathematics and Sciences, A.S. Degree (18318)

Science, A.S. Degree (11953)

**Non-Credit**

High School Subjects Secondary Education, Certificate of Competency (24389)

Vocational: Food, Commercial and Institutional Food Preparation (24093)

**NEW COURSES**

**Credit**

Computer Science 122, Programming Concepts and Methodology I  
Computer Science 132, Programming Concepts and Methodology II  
Computer Science 149, Discrete Structures for Computer Science  
Mathematics 290L, Linear Algebra Math Lab  
Mathematics 295L, Differential Equations Math Lab

**Non-Credit**

None

**REVISED COURSES****Credit**

Communication 110, Public Speaking  
 Computer Science 154, Computer Architecture and Organization  
 English 271, Survey of World Literature I  
 English 272, Survey of World Literature II  
 English N50, Introduction to Written Communication  
 Physical Science 100, Survey of Chemistry and Physics  
 Physics 100, Conceptual Physics  
 Physics 250A, Physics for Scientists and Engineers I  
 Physics 250B, Physics for Scientists and Engineers II  
 Physics 250C, Physics for Scientists and Engineers III  
 Reading 150, Critical Reading

**Non-Credit**

Adult Basic Education 009, Adult Basic Education  
 High School Subjects: English 020, Literature Brought to Life  
 High School Subjects: English 052, English Language Arts 1  
 High School Subjects: English 053, English Language Arts 2  
 High School Subjects: English 066, English Fundamentals 2  
 High School Subjects: English 067, English Fundamentals 3  
 High School Subjects: English 068, English Fundamentals 4  
 High School Subjects: English 070, The Short Story  
 High School Subjects: English 072, Poetry  
 High School Subjects: English 076, The Novel  
 High School Subjects: English 083, Composition 1  
 High School Subjects: English 084, Composition 2  
 High School Subjects: English 085, Composition 3  
 High School Subjects: English 098, Building Vocabulary 3  
 High School Subjects: English 201, Survey of English Level 1  
 High School Subjects: English 202, Survey of English Level 2  
 High School Subjects: English 203, Survey of English Level 3  
 High School Subjects: English 204, Survey of English Level 4  
 High School Subjects: Other 505, Spanish 2A  
 High School Subjects: Other 510, Spanish 2B  
 Vocational: Food 010, Institutional Food Preparation

**DEACTIVATED COURSES**

**Credit**

Mathematics N05, Basic Mathematics

Physics 210, Principles of Physics I

Physics 211, Principles of Physics II

**Non-Credit**

High School Subjects: Science 188, Earth Science 1

**DISTANCE EDUCATION OFFERINGS**

**Credit**

Communication 110, Public Speaking

**Non-Credit**

None

**STAND ALONE**

**Credit**

Mathematics 290L, Linear Algebra Math Lab

Mathematics 295L, Differential Equations Math Lab

**Non-Credit**

None

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****Santiago Canyon College-Business & Career Technical Education**

To: Board of Trustees	Date: May 26, 2015
Re: Approval of California/Nevada Training Trust Master Cost Agreement	
Action: Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) has a long standing, on-going relationship with California/Nevada Training Trust Joint Apprenticeship and Training Committee. The California/Nevada Training Trust is a formal training program for students. The purpose for these programs is to provide entry to journey level skills training to the California/Nevada Training Trust Joint Apprenticeship and Training Committee workforce in the technical, vocational and trades occupations. At the conclusion of the apprenticeship program, students are eligible to apply and receive Certificates of Achievement and Associate of Science Degree in Power Lineman.

**ANALYSIS**

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) receives \$5.06 per student hour of positive attendance. The student attendance hours are reported separately from the traditional FTES calculations. The contractual agreement attached outlines the allocation of funds from the California Budget Act and Section 8150 of the California Education Code with respect to the Related and Supplement Instruction (RSI) formula.

**RECOMMENDATION**

It is recommended that the Board approve the Master Cost Agreement with the California/Nevada Training Trust for 2015-2016 as presented.

Fiscal Impact: Approximately, \$23,000 to RSCCD-SCC	Board Date: May 26, 2015
The RSCCD-SCC shall pay California/Nevada Training Trust an amount equal to eighty-five percent (85%) for each clock hour of teaching time per apprentice. The amount shall not exceed \$132,000.	
Prepared by: Aracely Mora, Ed.D., Vice President, Academic Affairs Von Lawson, Dean, Business & Career Technical Education	
Submitted by: John Weispfenning, Ph.D., President	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**MASTER COST AGREEMENT**

**BETWEEN**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
CALIFORNIA/NEVADA TRAINING TRUST**

This Agreement, made and entered into this 1st day of July, 2015, by and between:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as RSCCD,  
and the CALIFORNIA/NEVADA TRAINING TRUST, hereinafter referred to as CAL/NEVA:

**WITNESSETH:**

It is the intent of RSCCD and CAL/NEVA to enter into an agreement whereby RSCCD will reimburse CAL/NEVA for all instructional materials and curriculum development used by and for RSCCD indentured power linemen apprentices.

**ARTICLE I - RECITALS**

Whereas, RSCCD provides vocational education and supplemental instruction for the apprentice power lineman in accordance with the provisions of the Labor Code Section 3070 et seq.

Whereas, CAL/NEVA is a "joint apprenticeship training council" and "local apprenticeship program sponsor" within the meaning of California Education Code Section 8150 et seq and California Labor Code 3074, and

Whereas, RSCCD and CAL/NEVA desire to enter into an agreement concerning the calculation and payment of costs pursuant to Labor Code Section 3074 and Education Code 8152.

Whereas, we jointly pledge: We affirm that the recruitment, selection, employment, and training of apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national origin, or sex. We will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship as required by the California Plan for Equal Opportunity in Apprenticeship and by the California Administrative Code, Title 8, Chapter 2.

We affirm that the recruitment, selection, employment and training of apprentices during their apprenticeship shall be without discrimination because of mental or physical disability. The sponsor will take affirmative action to provide equal opportunity in apprenticeship for persons with disabilities and will operate the apprenticeship program consistent with the requirements

of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12100 et seq).

Now, therefore, it is mutually agreed by and between said parties hereto as follows:

**ARTICLE II - RESPONSIBILITIES OF RSCCD**

1. RSCCD will conduct classes and related instruction for apprentice power linemen duly registered with RSCCD.
2. RSCCD will follow course of study approved by the District Board of Trustees based on minimum requirements provided for in the RSCCD college curriculum and CAL/NEVA's Training Standards.
3. RSCCD shall arrange for utilizing the instructional staff employed by the CAL/NEVA under requirements detailed in Section 53413 of Title 5 of the California Administrative Code. RSCCD has the primary right to control and direct the instructional activities of the instructional staff furnished by CAL/NEVA.
4. RSCCD will organize and provide class schedules, register students, maintain records of student attendance and achievements. These records shall be available for review at all times.

**ARTICLE III - RESPONSIBILITIES OF CAL/NEVA**

**A. Instruction and Curriculum**

1. CAL/NEVA shall provide instructor manuals, instructional supplies, and other teaching aids necessary to instruct classes.
2. CAL/NEVA shall monitor the students, maintain records of work experience and be responsible for apprentice evaluation and counseling regarding on-site work experience. These records shall be available to RSCCD and State of California.
3. CAL/NEVA shall provide clerical support to maintain training records.
4. CAL/NEVA instructors will meet the minimum qualifications for instructors as stated in Section 53413 of Title 5 of the California Administrative Code and will be certified as adjunct faculty for RSCCD. RSCCD will require the instructors to complete any training mandated by the State of California for instructors to maintain the minimum qualifications to teach college credit apprenticeship courses.

5. CAL/NEVA shall provide funds for and administer one (1) instructor workshop annually.
6. CAL/NEVA shall employ instructional aides and/or tool room attendants. Such personnel will be responsible for assisting instructors and placing all tools, equipment and materials in the training areas when needed by the instructors.

**B. Facilities, Equipment and Supplies**

1. CAL/NEVA shall provide training facilities. Said facilities are hereby designated as off-campus facilities pursuant to Labor Code Section 3074, CAL/NEVA will be responsible for the maintenance of these facilities.
2. CAL/NEVA shall provide, install and maintain in a safe condition power equipment and hand tools necessary to conduct the instruction program.
3. CAL/NEVA shall provide instructional supplies and materials.

**ARTICLE IV - GENERAL PROVISIONS**

1. This Agreement shall commence with the beginning of the fiscal year (July 1, 2015) and will continue until the end of the fiscal year (June 30, 2016), unless earlier terminated by either party in the manner set forth herein.
2. All persons employed by CAL/NEVA and performing services for their training committee shall be solely employees of CAL/NEVA. CAL/NEVA will be responsible for the salaries and other benefits including Worker's Compensation of all such personnel.
3. RSCCD shall pay CAL/NEVA an amount equal to eighty-five percent (85%), amount specified for each clock hour of teaching time per apprentice. Payment shall be made to the California/Nevada Training Trust, 9846 Limonite Ave., Riverside, CA 92509, within sixty (60) days of receipt of positive attendance hours.
4. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or sent by U.S. certified mail, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. All such notices personally delivered shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposited in the mail.

**To the College:** Santiago Canyon College  
Business & Career Technical Education Office  
8045 E. Chapman Avenue  
Orange, CA 92869

**With a Copy to:** Rancho Santiago Community College District  
2323 North Broadway  
Santa Ana, CA 92706  
ATTN: Vice Chancellor  
Business Operations/Fiscal Services  
c/o Contracts Specialist

**To CAL/NEVA:** California/Nevada Training Trust  
9846 Limonite Ave.  
Riverside, CA 92509  
ATTN: Director

5. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.
6. Each party shall maintain and secure comprehensive general liability and property damage insurance 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. Thirty (30) days written notice shall be provided to the other party prior to cancellation, or reduction in said insurance. Upon request, the requesting party shall be provided a copy of said policy.
7. This Agreement and the rights and duties thereunder shall not be assigned in whole or in part without the written consent of both said parties.

8. When the following condition exists, this Agreement may be cancelled by either said party hereto upon giving of thirty (30) days advance written notice. Such notice shall be personally served or given by United States mail.
  - a. Emergency conditions resulting from acts of God.
  - b. Non-performance of the terms of this Agreement.
9. RSCCD agrees to provide CAL/NEVA with records indicating attendance, income and expenditure data.
10. The parties hereto have executed this Agreement on the dates specified immediately adjacent to their respective signatures.

IN WITNESS THEREOF:

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

CALIFORNIA/NEVADA TRAINING TRUST

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

VL  
A.M

\_\_\_\_\_  
Armando Mendez  
Director

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

4-3-2015

Approved by Governing Board,

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****Santiago Canyon College-Business & Career Technical Education**

<b>To:</b> Board of Trustees	<b>Date:</b> May 26, 2015
<b>Re:</b> Approval of the Southwest Carpenters Training Fund and Southern California Carpentry Joint Apprenticeship and Training Committee Master Cost Agreement	
<b>Action:</b> Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) has a long-standing, on-going relationship with Southwest Carpenters Training Fund (SCTF) and Southern California Carpentry Joint Apprenticeship and Training Committee (JATC). Southwest Carpenters Training Fund and Southern California Carpentry JATC are formal training programs for students. The purpose for these programs is to provide entry to journey level skills training to SCTF and Southern California Carpentry JATC workforce in the technical, vocational and trades occupations. At the conclusion of the apprenticeship program, students are eligible to receive Certificates of Achievement and Associate of Science Degrees in Carpentry.

**ANALYSIS**

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) receives \$5.06 per student hour of positive attendance. The student attendance hours are reported separately from the traditional FTES calculations. The contractual agreement attached outlines the allocation of funds from the California Budget Act and Section 8150 of the California Education Code with respect to the Related and Supplement Instruction (RSI) formula.

**RECOMMENDATION**

It is recommended that the Board approve the Master Cost Agreement with the Southwest Carpenters Training Fund (SCTF) and Southern California Carpentry Joint Apprenticeship and Training Committee (JATC) for 2015-2016 as presented.

<b>Fiscal Impact:</b> Approximately \$125,100 to RSCCD-SCC.	<b>Board Date:</b> May 26, 2015
The RSCCD-SCC shall pay Southwest Carpenters Training Fund and Southern California Carpentry JATC an amount equal to eighty-five (85%) for each clock hour of teaching time per apprentice. The amount shall not exceed \$715,000.	
<b>Prepared by:</b> Aracely Mora, Ed.D., Vice President, Academic Affairs Von Lawson, Dean, Business & Career Technical Education	
<b>Submitted by:</b> John Weispfenning, Ph.D., President	
<b>Recommended by:</b> Raúl Rodríguez, Ph.D., Chancellor	

**MASTER COST AGREEMENT**

**BETWEEN**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**AND**

**SOUTHWEST CARPENTERS TRAINING FUND**

**AND**

**SOUTHERN CALIFORNIA CARPENTRY JOINT  
APPRENTICESHIP AND TRAINING COMMITTEE**

This Agreement, made and entered into this 1st day of July, 2015, by and between:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as RSCCD and SOUTHWEST CARPENTERS TRAINING FUND hereinafter referred to as FUND and SOUTHERN CALIFORNIA CARPENTRY JOINT APPRENTICESHIP AND TRAINING COMMITTEE hereinafter referred to as SCCJATC:

**WITNESSETH:**

It is the intent of RSCCD and FUND/SCCJATC to enter into an agreement whereby RSCCD will reimburse the FUND/SCCJATC for instructional materials and curriculum development used by and for RSCCD indentured carpenter apprentices.

**ARTICLE I - RECITALS**

Whereas, RSCCD provides vocational education and supplemental instruction for the apprentice carpenter in accordance with the provisions of the Labor Code Section 3070 et seq.

Whereas, FUND/SCCJATC is a "joint apprenticeship training council" and "local apprenticeship program sponsor" within the meaning of California Education Code Section 8150 et seq and California Labor Code Section 3074, and

Whereas, RSCCD and FUND/SCCJATC desire to enter into an agreement concerning the calculation and payment of costs pursuant to Labor Code Section 3074 and Education Code 8152.

Whereas, we jointly pledge: We affirm that the recruitment, selection, employment, and training of apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national origin, or sex. We will take affirmative action to provide equal

opportunity in apprenticeship and will operate the apprenticeship as required by the California Plan for Equal Opportunity in Apprenticeship and by the California Administrative Code, Title 8, Chapter 2.

We affirm that the recruitment, selection, employment and training of apprentices during their apprenticeship shall be without discrimination because of mental or physical disability. The sponsor will take affirmative action to provide equal opportunity in apprenticeship for persons with disabilities and will operate the apprenticeship program consistent with the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12100 et seq).

Now, therefore, it is mutually agreed by and between said parties hereto as follows:

**ARTICLE II - RESPONSIBILITIES OF RSCCD**

1. RSCCD will conduct classes and related instruction for apprentice and journeyman carpenters duly registered with RSCCD.
2. RSCCD will follow course of study approved by the District Board of Trustees based on minimum requirements provided for in the RSCCD college curriculum and SCCJATC'S Training Standards.
3. RSCCD shall arrange for utilizing the instructional staff employed by the FUND/SCCJATC under requirements detailed in Section 53413 of Title 5 of the California Administrative Code. RSCCD has the primary right to control and direct the instructional activities of the instructional staff furnished by FUND/SCCJATC.
4. RSCCD will organize and provide class schedules, register students, maintain records of student attendance and achievements. These records shall be available for review at all times.

**ARTICLE III - RESPONSIBILITIES OF FUND/SCCJATC**

**A. Instruction and Curriculum**

1. FUND/SCCJATC shall provide instructor manuals and other teaching aids necessary to instruct the classes.
2. FUND/SCCJATC shall monitor the students, maintain records of work experience education and be responsible for apprentice evaluation and counseling regarding on-site work experience. These records shall be available to RSCCD and State of California.

3. FUND/SCCJATC shall provide clerical support to maintain training records.
4. FUND/SCCJATC instructors will meet the minimum qualifications for instruction as stated in Section 53413 of Title 5 of the California Administrative Code and will be certified as adjunct instructors for RSCCD. RSCCD will require the instructors to complete any training mandated by the State of California for instructors to maintain the minimum qualifications to teach college-credit apprenticeship courses.
5. FUND/SCCJATC shall provide funds for and administer one (1) instructor workshop annually.

**B. Facilities, Equipment and Supplies**

1. FUND/SCCJATC shall provide training facilities. Said facilities are hereby designated as off-campus facilities pursuant to Labor Code Section 3074, SCCJATC will be responsible for the maintenance of these facilities.
2. FUND/SCCJATC shall provide, install, and maintain in a safe condition power equipment and hand tools necessary to conduct the instruction program.
3. FUND/SCCJATC shall provide instructional supplies and materials.
4. RSCCD utilizes the following real property, 7111 Firestone Blvd. Ste 137, Buena Park , CA 90621 and 10015 Rose Hills Road # 200, Whittier, CA 90601, costs of which are included in this Master Cost Agreement.

**ARTICLE IV - GENERAL PROVISIONS**

- A. This Agreement shall commence with the beginning of the fiscal year (July 1, 2015) and will continue until the end of the fiscal year (June 30, 2016), unless earlier terminated by either party in the manner set forth herein.
- B. All persons employed by FUND/SCCJATC and performing services for FUND/SCCJATC shall be solely employees of FUND/SCCJATC and not employees of RSCCD. FUND/SCCJATC shall be solely responsible for the salaries and other benefits including Worker's Compensation of all such personnel.
- C. RSCCD shall pay FUND/SCCJATC an amount equal to eighty-five percent (85%) of the amount specified for each clock hour of teaching time per apprentice. Payment shall be made to the Carpenters Joint Apprenticeship and Training Committee Fund for Southern California, 533 S. Fremont Ave., Suite 401, Los Angeles, California 90071-1706, within sixty (60) days of the receipt of positive attendance hours. RSCCD assumes all

responsibility for the submission and accuracy of positive hours of attendance to the State of California.

- D. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or sent by U.S. certified mail, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. All such notices personally delivered shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposited in the mail.

To the College:            Santiago Canyon College  
                                 Business & Career Technical Education Office  
                                 8045 E. Chapman Avenue  
                                 Orange, CA 92869

With a Copy to:         Rancho Santiago Community College District  
                                 2323 North Broadway  
                                 Santa Ana, CA 92706  
                                 ATTN: Vice Chancellor  
                                 Business Operations/Fiscal Services  
                                 c/o Contracts Specialist

To FUND:                Southwest Carpenters Training Fund  
                                 533 S. Fremont Ave., Suite 401  
                                 Los Angeles, CA 90071-1706

To SCCJATC:            Southern California Carpentry Joint Apprenticeship and  
                                 Training Committee  
                                 533 S. Freemont Ave., Suite 401  
                                 Los Angeles, CA 90071-1706

- E. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.
- F. Each party shall maintain and secure comprehensive general liability and property damage insurance 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. Thirty (30) days written notice shall be provided to the other party prior to cancellation, or reduction in said insurance. Upon request, the requesting party shall be provided a copy of said policy.

- G. This Agreement and the rights and duties thereunder shall not be assigned in whole or in part without the written consent of both said parties.
- H. When the following condition exists, this Agreement may be cancelled by either said party hereto upon giving of thirty (30) days advance written notice. Such notice shall be personally served or given by United States mail.
  - 1. Emergency conditions resulting from acts of God.
  - 2. Non-performance of the terms of this Agreement.
- I. RSCCD agrees to provide SCCJATC with records indicating attendance, income and expenditure data.
- J. The parties hereto have executed this Agreement on the dates specified immediately adjacent to their respective signatures.

IN WITNESS THEREOF:

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

\_\_\_\_\_  
Peter J. Hardash, Vice Chancellor  
Business Operations/Fiscal Affairs

*PH*  
A.M.

SOUTHERN CALIFORNIA CARPENTRY JOINT  
APPRENTICESHIP AND TRAINING COMMITTEE

\_\_\_\_\_  
*Daniel R. Langford*

Date: 4/6/2015

Approved by Governing Board:

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

SOUTHWEST CARPENTERS TRAINING FUND

\_\_\_\_\_  
*Edward Ripley*

Edward Ripley

Date: 4/6/2015

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Santiago Canyon College-Business &amp; Career Technical Education

To: Board of Trustees	Date: May 26, 2015
Re: Approval of The Metropolitan Water District of Southern California Master Cost Agreement	
Action: Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) has a long standing, on-going relationship with the Metropolitan Water District (MWD) Joint Apprenticeship & Training Committee (JATC). Metropolitan's Apprenticeship Mechanical and Electrical Operations Technician Programs are formal structured training programs developed by MWD in collaboration with Santiago Canyon College. The purpose for these programs is to provide entry to journey level skills training to Metropolitan's workforce in the technical, vocational and trades occupations. At the conclusion of the apprenticeship program, students are eligible to apply and receive Certificates of Achievement and Associate of Science Degrees in Maintenance Mechanic Levels I & II.

**ANALYSIS**

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) receives \$5.06 per student hour of positive attendance. The student attendance hours are reported separately from the traditional FTES calculations. The contractual agreement attached outlines the allocation of funds from the California Budget Act and Section 8150 of the California Education Code with respect to the Related and Supplement Instruction (RSI) formula.

**RECOMMENDATION**

It is recommended that the Board approve the Master Cost Agreement with the Metropolitan Water District of Southern California for 2015-2016 as presented.

Fiscal Impact: Approximately, \$11,000 to RSCCD-SCC.	Board Date: May 26, 2015
The RSCCD-SCC shall pay the Metropolitan Water District an amount equal to seventy-five percent (75%) for each clock hour of teaching time per apprentice. The amount shall not exceed \$36,000.	
Prepared by: Aracely Mora, Ed.D., Vice President, Academic Affairs Von Lawson, Dean, Business & Career Technical Education	
Submitted by: John Weispfenning, Ph.D., President	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**MASTER COST AGREEMENT**

**BETWEEN**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA**

This Agreement, made and entered into this 1st day of July, 2015, by and between:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as RSCCD, and METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, hereinafter referred to as MWD:

**WITNESSETH:**

It is the intent of RSCCD and MWD to enter into an agreement whereby RSCCD will reimburse MWD for instructional materials and curriculum development used by and for RSCCD indentured maintenance mechanic apprentices.

**ARTICLE I - RECITALS**

Whereas, RSCCD provides vocational education and supplemental instruction for the apprentice maintenance mechanic in accordance with the provisions of the Labor Code Section 3070 et seq.

Whereas, MWD has established a "joint apprenticeship training committee" (JATC) and "local apprenticeship program sponsor" within the meaning of California Education Code Section 8150 et seq and California Labor Code Section 3074, and

Whereas, RSCCD and MWD desire to enter into an agreement concerning the calculation and payment of costs pursuant to Labor Code Section 3074 and Education Code 8152.

Whereas, we jointly pledge: We affirm that the recruitment, selection, employment, and training of apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national origin, or sex. We will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship as required by the California Plan for Equal Opportunity in Apprenticeship and by the California Administrative Code, Title 8, Chapter 2.

We affirm that the recruitment, selection, employment and training of apprentices during their apprenticeship shall be without discrimination because of mental or physical disability. The sponsor will take affirmative action to provide equal opportunity in apprenticeship for persons with disabilities and will operate the apprenticeship program consistent with the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12100 et seq).

Now, therefore, it is mutually agreed by and between said parties hereto as follows:

#### ARTICLE II - RESPONSIBILITIES OF RSCCD

1. RSCCD will conduct classes and related instruction for apprentice maintenance mechanics duly registered with RSCCD.
2. RSCCD will follow course of study approved by the District Board of Trustees based on minimum requirements provided for in the RSCCD college curriculum and MWD's Training Standards.
3. RSCCD shall arrange for utilizing the instructional staff employed by the MWD under requirements detailed in Section 53413 of Title 5 of the California Administrative Code. RSCCD has the primary right to control and direct the activities of the instructional staff furnished by MWD.
4. RSCCD will organize and provide class schedules, register students, maintain records of student attendance and achievements. These records shall be available for review at all times.
5. RSCCD will be responsible to secure related instruction funding for this program.

#### ARTICLE III - RESPONSIBILITIES OF MWD

##### A. Instruction and Curriculum

1. MWD shall provide instructor manuals and other teaching aids necessary to instruct the classes.
2. MWD shall monitor the students, maintain records of work experience education and be responsible for apprentice evaluation and counseling regarding on-site work experience. These records shall be available to RSCCD and the State of California.

3. MWD shall provide clerical support to maintain training records.
4. MWD instructors will meet the minimum qualifications for instructors as stated in Section 53413 of Title 5 of the California Administrative Code and will be certified as adjunct faculty for RSCCD. RSCCD will require the instructors to complete any training mandated by the State of California for instructors to maintain the minimum qualifications to teach college credit apprenticeship courses.
5. MWD shall provide funds for and administer one (1) instructor workshop annually.
6. MWD shall employ instructional aides and/or tool room attendants. Such personnel will be responsible for assisting instructors and placing all tools, equipment and materials in the training areas when needed by the instructors. They will assist the instructors in the restoring of the shop areas to a neat and orderly condition and in the return of tools, equipment and surplus materials to the proper storage areas after classes.

**B. Facilities, Equipment and Supplies**

1. MWD shall provide training facilities. Said facilities are hereby designated as off-campus facilities pursuant to Labor Code Section 3074, MWD will be responsible for the maintenance of these facilities.
2. MWD shall provide, install, and maintain in a safe condition power equipment and hand tools necessary to conduct the instruction program.
3. MWD shall provide instructional supplies and materials.

**ARTICLE IV - GENERAL PROVISIONS**

- A. This Agreement shall commence with the beginning of the fiscal year (July 1, 2015) and will continue until the end of the fiscal year (June 30, 2016) unless earlier terminated by either party in the manner set forth herein.
- B. All persons employed by MWD and performing services for MWD shall be solely employees of MWD and not employees of RSCCD. MWD shall be solely responsible for the salaries and other benefits including Worker's Compensation of all such personnel.
- C. RSCCD shall pay MWD an amount equal to seventy-five percent (75%), amount specified

for each clock hour of teaching time per apprentice. Payment shall be made to the Metropolitan Water District, 700 N. Alameda St., Los Angeles, California, 90012, within sixty (60) days of the receipt of positive attendance hours. RSCCD assumes all responsibility for the submission and accuracy of positive hours of attendance to the State of California.

- D. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or sent by U.S. certified mail, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. All such notices personally delivered shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposited in the mail.

To the College:            Santiago Canyon College  
                                  Business & Career Technical Education Office  
                                  8045 E. Chapman Avenue  
                                  Orange, CA 92869

With a Copy to:         Rancho Santiago Community College District  
                                  2323 North Broadway  
                                  Santa Ana, CA 92706  
                                  ATTN: Vice Chancellor  
  Business Operations/Fiscal Services  
  c/o Contracts Specialist

To MWDJATC:            Metropolitan Water District  
                                  Apprenticeship Program  
                                  33752 Newport Road  
                                  Winchester, California, 92596  
                                  ATTN: Coordinator

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

- F. Each party shall maintain and secure comprehensive general liability and property damage insurance 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. Thirty (30) days written notice shall be provided to the other party prior to cancellation, or reduction in said insurance. Upon request, the requesting party shall be provided a copy of said policy.
- G. This Agreement and the rights and duties there under shall not be assigned in whole or in part without the written consent of both said parties.
- H. When the following condition exists, this Agreement may be cancelled by either said party hereto upon giving of thirty (30) days advance written notice. Such notice shall be personally served or given by United States mail.
  - 1. Emergency conditions resulting from acts of God.
  - 2. Non-performance of the terms of this Agreement.
- I. RSCCD agrees to provide MWD with monthly accumulative reports indicating attendance, income and expenditure data.
- J. The parties hereto have executed this Agreement on the dates specified immediately adjacent to their respective signatures.

IN WITNESS THEREOF:

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

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

*U.L.*  
A.M.

Approved by Governing Board

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

METROPOLITAN WATER DISTRICT OF  
SOUTHERN CALIFORNIA

\_\_\_\_\_  
James F. Green  
Group Manager, Water System Operations

Date: 4/15/15

APPROVED AS TO FORM:

\_\_\_\_\_  
Marcia L. Scully, Deputy General Counsel

Date: 4/15/15

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Santiago Canyon College-Business &amp; Career Technical Education

To: Board of Trustees	Date: May 26, 2015
Re: Approval of The Orange County Electrical Training Trust Master Cost Agreement	
Action: Request for Approval	

**BACKGROUND**

The Rancho Santiago Community College Districts-Santiago Canyon College (RSCCD-SCC) has a long standing, on-going relationship with Orange County Electrical Training Trust (OCETT), Joint Apprenticeship and Training Committee (JATC). The Orange County Electrical Training Trust is a formal training program for the electrical, transportation and telecommunication students. The purpose for these programs is to provide entry to journey level skills training to the Orange County Electrical Training Trust workforce in the technical, vocational and trades occupations. At the conclusion of the apprenticeship program, students are eligible to apply and receive Certificates of Achievement and Associate of Science Degrees in Electrical-Industrial, Transportation, Power Lineman, Sound Installer and Sound Technician.

**ANALYSIS**

The Rancho Santiago Community College Districts-Santiago Canyon College (RSCCD-SCC) receives \$5.06 per student hour of positive attendance. The student attendance hours are reported separately from the traditional FTES calculations. The contractual agreement attached outlines the allocation of funds from the California Budget Act and Section 8150 of the California Education Code with respect to the Related and Supplement Instruction (RSI) formula.

**RECOMMENDATION**

It is recommended that the Board approve the Master Cost Agreement with the Orange County Electrical Training Trust for 2015-2016 as presented.

Fiscal Impact: Approximately, \$32,000 to RSCCD-SCC.	Board Date: May 26, 2015
The RSCCD-SCC shall pay Orange County Electrical Training Trust (OCETT) an amount equal to eighty-five percent (85%) for each clock hour of teaching time per apprentice. The amount shall not exceed \$185,000.	
Prepared by: Aracely Mora, Ed.D., Vice-President, Academic Affairs Von Lawson, Dean, Business & Career Technical Education	
Submitted by: John Weispfenning, Ph.D., President	
Recommended by: Dr. Raúl Rodríguez, Ph.D., Chancellor	

**MASTER COST AGREEMENT**

**BETWEEN**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
ORANGE COUNTY ELECTRICAL TRAINING TRUST**

This Agreement, made and entered into this 1st day of July, 2015, by and between:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as RSCCD,  
and the ORANGE COUNTY ELECTRICAL TRAINING TRUST, hereinafter referred to as OCETT:

**WITNESSETH:**

It is the intent of RSCCD and OCETT to enter into an agreement whereby RSCCD will reimburse OCETT for instructional materials and curriculum development used by and for RSCCD indentured electrical apprentices and electrical trainees.

**ARTICLE I - RECITALS**

Whereas, RSCCD provides vocational education and supplement instruction for the apprentice electrician and electrical trainee in accordance with the provisions of the Labor Code Section 3070 et seq.

Whereas, OCETT is a "joint apprenticeship training council" and "local apprenticeship program sponsor" within the meaning of California Education Code Section 8150 et seq and California Labor Code 3074, and

Whereas, RSCCD and OCETT desire to enter into an agreement concerning the calculation and payment of costs pursuant to Labor Code Section 3074 and Education Code 8152.

Whereas, we jointly pledge: We affirm that the recruitment, selection, employment, and training of apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national origin, or sex. We will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship as required by the California Plan for Equal Opportunity in Apprenticeship and by the California Administrative Code, Title 8, Chapter 2.

We affirm that the recruitment, selection, employment and training of apprentices during their apprenticeship shall be without discrimination because of mental or physical disability. The sponsor will take affirmative action to provide equal opportunity in apprenticeship for persons with disabilities and will operate the apprenticeship program consistent with the requirements

of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12100 et seq).

Now, therefore, it is mutually agreed by and between said parties hereto as follows:

**ARTICLE II - RESPONSIBILITIES OF RSCCD**

1. RSCCD will conduct classes and related instruction for apprentice electricians and electrical trainees duly registered with RSCCD.
2. RSCCD will follow course of study approved by the District Board of Trustees based on minimum requirements provided for in the RSCCD college curriculum and OCETT's Training Standards.
2. RSCCD shall arrange for utilizing the instructional staff employed by OCETT under requirements detailed in Section 53413 of Title 5 of the California Administrative Code. RSCCD has the primary right to control and direct the instructional activities of the instructional staff furnished by OCETT.
3. RSCCD will organize and provide class schedules, register students, maintain records of student attendance and achievements. These records shall be available for review at all times.

**ARTICLE III - RESPONSIBILITIES OF OCETT**

**A. Instruction and Curriculum**

1. OCETT shall provide instructor manuals, instructional supplies, and other teaching aids necessary to instruct classes.
2. OCETT shall monitor the students, maintain records of work experience and be responsible for student evaluation and counseling regarding on-site work experience. These records shall be available to RSCCD and State of California.
3. OCETT shall provide clerical support to maintain training records.
4. OCETT instructors will meet the minimum qualifications for instructors as stated in Section 53413 of Title 5 of the California Administrative Code be certified as adjunct faculty for RSCCD. RSCCD will require the instructors to complete any training mandated by the State of California for instructors to maintain the minimum qualifications to teach college credit apprenticeship courses or college credit electrical trainee courses.

5. OCETT shall provide funds for and administer one (1) instructor workshop annually.
6. OCETT shall employ instructional aides and/or tool room attendants. Such personnel will be responsible for assisting instructors and placing all tools, equipment and materials in the training areas when needed by the instructors.

**B. Facilities, Equipment and Supplies**

1. OCETT shall provide training facilities. Said facilities are hereby designated as off-campus facilities pursuant to Labor Code Section 3074, OCETT will be responsible for the maintenance of these facilities.
2. OCETT shall provide, install and maintain in a safe condition power equipment and hand tools necessary to conduct the instruction program.
3. OCETT shall provide instructional supplies and materials.

**ARTICLE IV - GENERAL PROVISIONS**

1. This Agreement shall commence with the beginning of the fiscal year (July 1, 2015) and will continue until the end of the fiscal year (June 30, 2016), unless earlier terminated by either party in the manner set forth herein.
2. All persons employed by OCETT and performing services for their training committee shall be solely employees of OCETT. OCETT will be responsible for the salaries and other benefits including Worker's Compensation of all such personnel.
3. RSCCD shall pay OCETT an amount equal to eighty-five percent (85%), amount specified for each clock hour of teaching time per apprentice. Payment shall be made to the Orange County Electrical Training Trust, 717 S. Lyon St., Santa Ana, CA 92705, within sixty (60) days of receipt of positive attendance hours.
4. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or sent by U.S. certified mail, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. All such notices personally delivered shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposited in the mail.

**To the College:** Santiago Canyon College  
Business & Career Technical Education Office  
8045 E. Chapman Avenue  
Orange, CA 92869

**With a Copy to:** Rancho Santiago Community College District  
2323 North Broadway  
Santa Ana, CA 92706  
ATTN: Vice Chancellor  
Business Operations/Fiscal Services  
c/o Contracts Specialist

**To OCETT:** Orange County Electrical Training Trust  
717 S. Lyon St.  
Santa Ana, CA 92705  
ATTN: Coordinator

5. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.
6. Each party shall maintain and secure comprehensive general liability and property damage insurance of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof. Thirty (30) days written notice shall be provided to the other party prior to cancellation, or reduction in said insurance. Upon request, the requesting party shall be provided a copy of said policy.
7. This Agreement and the rights and duties thereunder shall not be assigned in whole or in part without the written consent of both said parties.
8. When the following condition exists, this Agreement may be cancelled by either said party hereto upon giving of thirty (30) days advance written notice. Such notice shall be personally served or given by United States mail.
  - a. Emergency conditions resulting from acts of God.
  - b. Non-performance of the terms of this Agreement.

9. RSCCD agrees to provide OCETT with records indicating attendance, income and expenditure data.
10. The parties hereto have executed this Agreement on the dates specified immediately adjacent to their respective signatures.

IN WITNESS THEREOF:

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

ORANGE COUNTY ELECTRICAL  
TRAINING TRUST

\_\_\_\_\_  
VL  
A.M.  
Peter J. Hardash  
Vice Chancellor  
Business Operations/Fiscal Services

\_\_\_\_\_  
David Lawhorn  
Coordinator

Approved by Governing Board:

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

Date: 4/6/15

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Santiago Canyon College-Business &amp; Career Technical Education

To: Board of Trustees	Date: May 26, 2015
Re: Approval of Operating Engineers Training Trust JATC Master Cost Agreement	
Action: Request Approval	

**BACKGROUND**

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) has a long standing, on-going relationship with the Operating Engineers Training Trust Joint Apprenticeship and Training Committee (JATC). The Operating Engineers Training Trust JATC is a formal training program for the heavy-duty repairers, heavy equipment operators, and plant equipment/rock, sand and gravel and special inspector engineer students. The purpose for these programs is to provide entry to journey level skills training to the Operating Engineers Training Trust JATC workforce in the technical, vocational and trades occupations. At the conclusion of the apprenticeship program, students are eligible to apply and receive Certificates of Achievement and Associate of Science Degrees in Heavy-Duty Repairers, Heavy Equipment Operators, Plant Equipment/Rock, Sand and Gravel and Special Inspector Engineer.

**ANALYSIS**

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) receives \$5.06 per student hour of positive attendance. The student attendance hours are reported separately from the traditional FTES calculations. The contractual agreement attached outlines the allocation of funds from the California Budget Act and Section 8150 of the California Education Code with respect to the Related and Supplement Instruction (RSI) formula.

**RECOMMENDATION**

It is recommended that the Board approve the Master Cost Agreement with the Electrical Training Trust Joint Apprenticeship and Training Committee for 2015-2016 as presented.

Fiscal Impact: Approximately, \$34,000 to RSCCD-SCC.	Board Date: May 26, 2015
The RSCCD-SCC shall pay Operating Engineers Training Trust Joint Apprenticeship and Training Committee an amount equal to eighty-five percent (85%) for each clock hour of teaching time per apprentice. The amount shall not exceed \$200,000.	
Prepared by: Aracely Mora, Ed.D., Vice President, Academic Affairs Von Lawson, Dean, Business & Career Technical Education	
Submitted by: John Weispfenning, Ph.D., President	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**MASTER COST AGREEMENT**

**BETWEEN**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
OPERATING ENGINEERS TRAINING TRUST JATC**

This Agreement, made and entered into this 1st day of July, 2015, by and between:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as RSCCD,  
and the OPERATING ENGINEERS TRAINING TRUST JATC, hereinafter referred to as OETTJATC:

**WITNESSETH:**

It is the intent of RSCCD and OETTJATC to enter into an agreement whereby RSCCD will reimburse OETTJATC for all instructional materials and curriculum development used by and for RSCCD indentured operating engineer apprentices.

**ARTICLE I - RECITALS**

Whereas, RSCCD provides vocational education and supplemental instruction for the apprentice operating engineers in accordance with the provisions of the Labor Code Section 3070 et seq.

Whereas, OETTJATC is a "joint apprenticeship training council" and "local apprenticeship program sponsor" within the meaning of California Education Code Section 8150 et seq and California Labor Code 3074, and

Whereas, RSCCD and OETTJATC desire to enter into an agreement concerning the calculation and payment of costs pursuant to Labor Code Section 3074 and Education Code 8152.

Whereas, we jointly pledge: We affirm that the recruitment, selection, employment, and training of apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national origin, or sex. We will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship as required by the California Plan for Equal Opportunity in Apprenticeship and by the California Administrative Code, Title 8, Chapter 2.

We affirm that the recruitment, selection, employment and training of apprentices during their apprenticeship shall be without discrimination because of mental or physical disability. The sponsor will take affirmative action to provide equal opportunity in apprenticeship for persons with disabilities and will operate the apprenticeship program consistent with the requirements

of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12100 et seq).

Now, therefore, it is mutually agreed by and between said parties hereto as follows:

#### ARTICLE II - RESPONSIBILITIES OF RSCCD

1. RSCCD provide courses in related instruction for apprentice and journeymen operating engineers duly registered with RSCCD.
2. RSCCD shall arrange for utilizing the instructional staff employed by the OETTJATC under requirements detailed in Section 53413 of Title 5 of the California Administrative Code. RSCCD has the primary right to control and direct the instructional activities of the instructional staff furnished by OETTJATC.
4. RSCCD will organize and provide class schedules, register students, maintain records of student attendance and achievements. These records shall be available for review at all times.

#### ARTICLE III - RESPONSIBILITIES OF OETTJATC

##### A. Instruction and Curriculum

1. OETTJATC will conduct classes and related instruction for apprentice and journeymen operating engineers duly registered with RSCCD.
2. OETTJATC will follow course of study approved by the District Board of Trustees based on minimum requirements provided for in the RSCCD curriculum and the OETTJATC training committee standards.
3. OETTJATC shall provide manuals, instructional supplies, and other teaching aids necessary to instruct classes.
4. OETTJATC shall monitor the students, maintain records of work experience and be responsible for apprentice evaluation and counseling regarding on-site work experience. These records shall be available to RSCCD and State of California.
5. OETTJATC shall provide clerical support to maintain training records.
6. OETTJATC instructors will meet the minimum qualifications for instructors as stated in Section 53413 of Title 5 of the California Administrative Code and will be certified as adjunct faculty for RSCCD. RSCCD will require the instructors to complete any training mandated by the State of California for instructors to

maintain the minimum qualifications to teach college credit apprenticeship courses.

7. OETTJATC shall provide funds for and administer one (1) instructor workshop annually.
8. OETTJATC shall employ instructional aides and/or tool room attendants. Such personnel will be responsible for assisting instructors and placing all tools, equipment and materials in the training areas when needed by the instructors.

**B. Facilities, Equipment and Supplies**

1. OETTJATC shall provide training facilities. Said facilities are hereby designated as off-campus facilities pursuant to Labor Code Section 3074, OETTJATC will be responsible for the maintenance of these facilities.
2. OETTJATC shall provide, install and maintain in a safe condition power equipment and hand tools necessary to conduct the instruction program.
3. OETTJATC shall provide instructional supplies and materials.

**ARTICLE IV - GENERAL PROVISIONS**

1. This Agreement shall commence with the beginning of the fiscal year (July 1, 2015) and will continue until the end of the fiscal year (June 30, 2016), unless earlier terminated by either party in the manner set forth herein.
2. All persons employed by OETTJATC and performing services for their training committee shall be solely employees of OETTJATC. OETTJATC will be responsible for the salaries and other benefits including Worker's Compensation of all such personnel.
3. RSCCD shall pay OETTJATC an amount equal to eighty-five percent (85%), amount specified for each clock hour of teaching time per apprentice. Payment shall be made to the Operating Engineers JATC, 2190 S. Pellissier Pl., Whittier, CA, 90601, within sixty (60) days of receipt of positive attendance hours.
4. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or sent by U.S. certified mail, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this

paragraph. All such notices personally delivered shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposited in the mail.

To the College: Santiago Canyon College  
Business & Career Technical Education Office  
8045 E. Chapman Avenue  
Orange, CA 92869

With a Copy to: Rancho Santiago Community College District  
2323 North Broadway  
Santa Ana, CA 92706  
ATTN: Vice Chancellor  
Business Operations/Fiscal Services  
c/o Contracts Specialist

To OETTJATC: Operating Engineers JATC  
2190 S. Pellissier Pl.  
Whittier, CA 90601  
ATTN: Administrator

5. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.
6. Each party shall maintain and secure comprehensive general liability and property damage insurance 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. Thirty (30) days written notice shall be provided to the other party prior to cancellation, or reduction in said insurance. Upon request, the requesting party shall be provided a copy of said policy.
7. This Agreement and the rights and duties thereunder shall not be assigned in whole or in part without the written consent of both said parties.

8. When the following condition exists, this Agreement may be cancelled by either said party hereto upon giving of thirty (30) days advance written notice. Such notice shall be personally served or given by United States mail.
  - a. Emergency conditions resulting from acts of God.
  - b. Non-performance of the terms of this Agreement.
9. RSCCD agrees to provide OETTJATC with records indicating attendance, income and expenditure data.
10. The parties hereto have executed this Agreement on the dates specified immediately adjacent to their respective signatures.

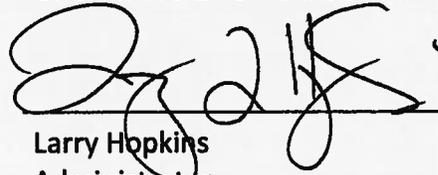
IN WITNESS THEREOF:

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

OPERATING ENGINEERS JATC

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

VL  
A.M.

\_\_\_\_\_  


Larry Hopkins  
Administrator

Date: April 3, 2015

Approved by Governing Board:

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Santiago Canyon College – Business &amp; Career Technical Education

To: Board of Trustees	Date: May 26, 2015
Re: Approval of JTS Services Master Cost Agreement	
Action: Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) has a long standing, on-going relationship with JTS Services. Cosmetology is one of the apprenticeship programs the college offers students in preparation for the California Department of Consumer Affairs, Board of Barbering and Cosmetology license. At the conclusion of the apprenticeship program, students receive a Certificate of Achievement in Cosmetology making them eligible for state licensure.

**ANALYSIS**

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) receives \$5.06 per student hour of positive attendance. The student attendance hours are reported separately from the traditional FTES calculations. The agreement attached outlines the allocation of funds from the California Budget Act and Section 8150 of the California Education Code with respect to the Related and Supplemental Instruction (RSI) formula.

**RECOMMENDATION**

It is recommended that the Board approve the Master Cost Agreement with JTS Services for 2015-2016 as presented.

Fiscal Impact: Approximately, \$7,000 to RSCCD-SCC	Board Date: May 26, 2015
The RSCCD-SCC shall pay JTS Services an amount equal to seventy-five percent (75%) for each clock hour of teaching time per apprentice. The amount shall not exceed \$23,000.	
Prepared by: Aracely Mora, Ed.D., Vice President, Academic Affairs Von Lawson, Dean, Business & Career Technical Education	
Submitted by: John Weispfenning, Ph.D., President	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**MASTER COST AGREEMENT**

**BETWEEN**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
JTS SERVICES TRAINING TRUST**

This Agreement, made and entered into this 1st day of July, 2015, by and between:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as RSCCD,  
and the JTS SERVICES, hereinafter referred to as JTS:

WITNESSETH:

It is the intent of RSCCD and JTS to enter into an agreement whereby RSCCD will reimburse JTS for all instructional materials and curriculum development used by and for RSCCD indentured cosmetology apprentices.

**ARTICLE I - RECITALS**

Whereas, RSCCD provides vocational education and supplemental instruction for the cosmetology apprentice in accordance with the provisions of the Labor Code Section 3070 et seq.

Whereas, JTS has established a "unilateral apprenticeship training committee" and "local apprenticeship program sponsor" within the meaning of California Education Code Section 8150 et seq and California Labor Code 3074, and

Whereas, RSCCD and JTS desire to enter into an agreement concerning the calculation and payment of costs pursuant to Labor Code Section 3074 and Education Code 8152.

Whereas, we jointly pledge: We affirm that the recruitment, selection, employment, and training of apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national origin, or sex. We will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship as required by the California Plan for Equal Opportunity in Apprenticeship and by the California Administrative Code, Title 8, Chapter 2.

We affirm that the recruitment, selection, employment and training of apprentices during their apprenticeship shall be without discrimination because of mental or physical disability. The sponsor will take affirmative action to provide equal opportunity in apprenticeship for persons with disabilities and will operate the apprenticeship program consistent with the requirements

of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12100 et seq).

Now, therefore, it is mutually agreed by and between said parties hereto as follows:

**ARTICLE II - RESPONSIBILITIES OF RSCCD**

1. RSCCD will conduct classes and related instruction for cosmetology apprentices duly registered with RSCCD.
2. RSCCD will follow course of study approved by the District Board of Trustees based on minimum requirements provided for in the RSCCD college curriculum and JTS's Training Standards.
3. RSCCD shall arrange for utilizing the instructional staff employed by the JTS under requirements detailed in Section 53413 of Title 5 of the California Administrative Code. RSCCD has the primary right to control and direct the instructional activities of the instructional staff furnished JTS
4. RSCCD will organize and provide class schedules, register students, maintain records of student attendance and achievements. These records shall be available for review at all times.

**ARTICLE III - RESPONSIBILITIES OF JTS**

**A. Instruction and Curriculum**

1. JTS shall provide instructor manuals, instructional supplies, and other teaching aids necessary to instruct classes.
2. JTS shall monitor the students, maintain records of work experience and be responsible for apprentice evaluation and counseling regarding on-site work experience. These records shall be available to RSCCD and State of California.
3. JTS shall provide clerical support to maintain training records.
4. JTS instructors will meet the minimum qualifications for instructors as stated in Section 53413 of Title 5 of the California Administrative Code and will be certified as adjunct faculty for RSCCD. RSCCD will require the instructors to complete any training mandated by the State of California for instructors to maintain the minimum qualifications to teach college credit apprenticeship courses.

5. JTS shall provide funds for and administer one (1) instructor workshop annually.
6. JTS shall employ instructional aides and/or tool room attendants. Such personnel will be responsible for assisting instructors and placing all tools, equipment and materials in the training areas when needed by the instructors.

**B. Facilities, Equipment and Supplies**

1. JTS shall provide training facilities. Said facilities are hereby designated as off-campus facilities pursuant to Labor Code Section 3074, JTS will be responsible for the maintenance of these facilities.
2. JTS shall provide, install and maintain in a safe condition power equipment and hand tools necessary to conduct the instruction program.
3. JTS shall provide instructional supplies and materials.

**ARTICLE IV - GENERAL PROVISIONS**

1. This Agreement shall commence with the beginning of the fiscal year (July 1, 2015) and will continue until the end of the fiscal year (June 30, 2016), unless earlier terminated by either party in the manner set forth herein.
2. All persons employed by JTS and performing services for their training committee shall be solely employees of JTS. JTS will be responsible for the salaries and other benefits including Worker's Compensation of all such personnel.
3. RSCCD shall pay JTS an amount equal to seventy-five percent (75%), amount specified for each clock hour of teaching time per apprentice. Payment shall be made to the JTS Services, 1905 E. 17<sup>th</sup> St., #316, Santa Ana, CA, 92705, within sixty (60) days of receipt of final positive attendance hours and grades each semester.
4. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or sent by U.S. certified mail, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. All such notices personally delivered shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposited in the mail.

**To the College:** Santiago Canyon College  
Business & Career Technical Education Office  
8045 E. Chapman Avenue  
Orange, CA 92869

**With a Copy to:** Rancho Santiago Community College District  
2323 North Broadway  
Santa Ana, CA 92706  
ATTN: Vice Chancellor  
Business Operations/Fiscal Services  
c/o Contracts Specialist

**To JTS:** JTS Services  
1905 E. 17<sup>th</sup> St., #316  
Santa Ana, CA 92705  
ATTN: John Sanders

5. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.
6. Each party shall maintain and secure comprehensive general liability and property damage insurance 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. Thirty (30) days written notice shall be provided to the other party prior to cancellation, or reduction in said insurance. Upon request, the requesting party shall be provided a copy of said policy.
7. This Agreement and the rights and duties thereunder shall not be assigned in whole or in part without the written consent of both said parties.

- 8 When the following condition exists, this Agreement may be cancelled by either said party hereto upon giving of thirty (30) days advance written notice. Such notice shall be personally served or given by United States mail.
- a. Emergency conditions resulting from acts of God.
  - b. Non-performance of the terms of this Agreement.
9. RSCCD agrees to provide JTS with records indicating attendance, income and expenditure data.
10. The parties hereto have executed this Agreement on the dates specified immediately adjacent to their respective signatures.

IN WITNESS THEREOF:

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

JTS SERVICES

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

VL  
A.M

\_\_\_\_\_  
John Sanders  
Chair, Cosmetology Apprenticeship  
Date: 03-31-13

Approved by Governing Board:

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Santiago Canyon College-Business &amp; Career Technical Education

To:	Board of Trustees	Date: May 26, 2015
Re:	Approval of Amended Santa Ana Beauty Academy Vocational Cosmetology Agreement	
Action:	Request for Approval	

**BACKGROUND**

This request is to modify the 2014-15 Vocational Cosmetology Education Agreement approved at the December 8, 2014, RSCCD Board meeting between Santiago Canyon College and Santa Ana Beauty Academy, SCC 14-017. The program is performing well and students are completing hours at a higher rate than expected. To support student completion, we are increasing the contract funds through identified special-project funds.

**ANALYSIS**

The Rancho Santiago Community College District-Santiago Canyon College will continue to receive apportionment for students enrolled in this program. This modification represents an adjustment in the *not-to-exceed* portion for the contract period through June 30, 2015.

**RECOMMENDATION**

It is recommended that the Board approve an amended Vocational Cosmetology Agreement for Santa Ana Beauty Academy.

Board Date: May 26, 2015
Fiscal Impact: A positive fiscal impact of revenues to the college is contingent upon student enrollments and hours completed. RSCCD-SCC shall pay the above listed "Contractor" known as Santa Ana Beauty Academy (SABA) an amount not-to-exceed \$64,000 between January 1, 2015-June 30, 2015.
Prepared by: Aracely Mora, Ed.D., Vice President, Academic Affairs Von Lawson, Dean, Business & Career Technical Education Kari Irwin, Associate Dean, Business & Career Technical Education
Submitted by: John Weispfenning, Ph.D., President
Recommended by: Raúl Rodríguez, Ph.D., Chancellor

**SANTA ANA BEAUTY ACADEMY**  
and  
**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**VOCATIONAL COSMETOLOGY EDUCATION AGREEMENT 2014-15**

This Agreement is made and entered into this 9 day of December, 2014, by and between the Rancho Santiago Community College District – Santiago Canyon College (hereinafter referred to as “District”) and Santa Ana Beauty Academy (hereinafter referred to as “Contractor”) located at 2231 N. Tustin Avenue, Santa Ana, CA 92705.

**WITNESSETH**

**WHEREAS**, the District, through Santiago Canyon College, intends to provide a vocational education program for the benefit of eligible students of the District, under the State Plan for Vocational Education and the Federal Vocational and Technical Education Act of 1998, through this agreement with the Contractor in order to prepare such students for the vocations of licensed cosmetologist, and/or licensed Cosmetologist/Esthetician/Barber and it being understood that such program shall be so designed and conducted that it may lead to a California State License in Cosmetology, or Cosmetologist /Esthetician/Barber for such students; and

**WHEREAS**, the Board of Trustees for Rancho Santiago Community College District has approved the contracting out of the cosmetology program pursuant to Education Code 78015; and

**WHEREAS**, the District has an obligation under Sections 55607, 55620, and 55630 of Title 5 to report on vocational education contracts with Private Postsecondary institutions to the State Chancellor’s Office; and

**WHEREAS**, the District also intends to limit the hours of instruction to a maximum of 11,500 student positive attendance hours, the enrollment pattern may consist of full-time students (a maximum of 8 hours per day, forty hours per week) or part-time students attending less than 8 hours per day, but shall not exceed 11,500 total student attendance hours for the Agreement. The total number of students enrolled shall not exceed a number at which the District funded program may operate effectively; and

**WHEREAS**, Contractor represents that it is a non-public vocational school with extensive capabilities and experience in vocational instruction and training and holds a current institutional approval issued by the Bureau for Private Post-secondary Education as required under California Education Code section 94893 and 94894 and Title 5 of the California Code of Regulations Code section 71660.

**WHEREAS**, Contractor represents that each instructor of the Contractor in this program possesses a certificate of authorization for service in a California Private Postsecondary

Educational Institution pursuant to California Education Code Article 3, Division 10, Part 59, Chapter 8 (94948) "Licensure" includes any license, certificate, permit, or similar credential that a person must hold to lawfully engage in a profession, occupation, trade, or career field; and a valid license to teach issued by the State Board of Barbering and Cosmetology; and valid minimum qualifications for faculty to teach in cosmetology as stated and required by Administrative Regulations Title 5, Section 55530(e) and approved by the Rancho Santiago Community College Board of Trustees.

**WHEREAS**, Contractor represents that its financial resources are adequate to insure operation for the duration of the student training period and the Contractor operates on the basis of sound administrative policies and adheres to non-discriminatory practices and does not and shall not discriminate on the basis of sex, race, color, religion, ancestry, national origin, age, citizenship, medical condition, physical handicap or marital status; and

**WHEREAS**, Contractor represents that its physical facilities meet requirements of State and local safety and health regulations and its equipment and instructional materials are adequate and suitable for the courses offered and the number of students in attendance; and

**WHEREAS**, Contractor represents that it maintains current, accurate records of both student attendance based on time cards and progress. The Contractor consents to inspection of these records by authorized representatives of the District, California Community College Board of Governors, other regulatory and administrative agencies and the California Board of Barbering and Cosmetology; and

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

**WHEREAS**, the District intends to provide, for the benefit of selected, eligible students of the District, a vocational education program under the State Plan for Vocational Education through this agreement with the Contractor, in order to prepare such students for the vocation of Cosmetology/Esthetician/Barber, it being understood that such program shall be so designed and conducted that it may lead to a California State License in Cosmetology/Esthetician/Barbering for such students; and,

**WHEREAS**, the Contractor operates as a private, post-secondary, vocational school offering instruction and training in Cosmetology/Esthetician/Barbering;

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

1. All of the above recitals are true and correct.
2. The Contractor shall comply with all provisions of The California Education Code and Title 5 of the California Code of Administrative Regulations applicable to said Contractor's school to which the District's students are to be assigned, including, but not limited to the holding by Contractor of this valid certificate of course approval and a license as a private, post-secondary vocational school for instruction and training in cosmetology; it being agreed that
  - a. The Contractor shall submit to the District evidence of compliance with this certificate and license requirement prior to the assignment by the District of any of its students to the Contractor's school; and
  - b. The Contractor shall continue to operate such a school during the term of this Contract.
  - c. The Contractor's school shall either be currently accredited by an accrediting agency recognized by the United States Office of Education or shall conform to the applicable portion of the Western Association of School and Colleges guidelines on contractual relationships with non-accredited organizations.
3. The Contractor shall provide, operate, and maintain at its school, physical facilities that comply with requirements of all federal and state laws and statues including safety and health regulations, applicable to its operations as a private, post-secondary vocational school for instruction and training in cosmetology.
4. The Contractor shall provide and maintain at its school, approved equipment and instructional materials for the courses offered, and the number of students in attendance.
5. The Contractor shall comply with applicable provisions of the Higher Education Act of 1965, as amended, and, prior to the assignment by the District of any of its students to the Contractor's school, shall submit to the District evidence of such compliance.
6. The Contractor shall comply with applicable provisions of Title VI of the Civil Rights Act of 1964 and ADA (the Americans With Disabilities Act), and, prior to the assignment by the District of any of its students to the Contractor's school, shall submit to the District evidence of such compliance. Contractor agrees that it will not unlawfully discriminate against any person because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status or sex of such person and shall provide reasonable accommodations.
7. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained,

arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.

8. The District and the Contractor shall comply with all applicable general provisions of the California State Plan for Vocational Education and all special provisions in such Plan relating to instruction in the vocational area of which cosmetology is a part.

9. The District shall enroll a maximum number of students up to capacity with no minimum in the Contractor's school; it being understood that the District does NOT guarantee any set number of students will be enrolled in the Contractor's school at any time.

10. The Contractor shall provide for sixteen hundred (1600) hours of approved instruction and training per student in Cosmetology, fifteen hundred (1500) hours of approved Barbering instruction per student, or six hundred (600) hours of approved Esthetician instruction per student constitutes the State prescribed educational program to be completed prior to the Board Examination and License of students. For each District student, Contractor shall provide staff, facilities, non-personal equipment, supervision and related services required for such instruction and training for each of the students of the District authorized to attend the Contractor's school located at 2231 N. Tustin Avenue, Santa Ana, CA 92705 as established elsewhere in this contract; and it being further understood that the actual number of hours of such instruction and training available to any such authorized student at the expense of the District shall be limited by the period of time between the enrollment date of the student and the final termination date of this contract and the limitations on hours of instruction as established elsewhere in this Contract.

- a. The approved instruction and training for sixteen hundred (1600) hours per student in Cosmetology, fifteen hundred (1500) hours per student in Barbering, or six hundred (600) hours per student in Esthetician instruction as detailed above for the respective fields shall be in accordance with applicable requirements of appropriate California State Board(s) or licensing agencies having responsibility for admission to examination for a certificate and/or a license in those fields.
- b. The approved instruction and training for sixteen hundred (1600) hours per student in Cosmetology, fifteen hundred (1500) hours per student in Barbering, or six hundred (600) hours per student in Esthetician shall be given in a proportionate manner over a period of three college semesters or two college semester and a summer session from the date of enrollment for a full-time forty (40) hours per week student. A student who attends part-time may complete the program in any other combination until a total of 1600 hours in cosmetology, 1500 hours in barbering, or 600 hours in esthetician has been completed. Instruction and training for an individual student shall be limited to eight (8) hours on any day for a minimum of 20-24 hours and a maximum of 40 hours in any calendar week. Instruction time shall be provided by the Contractor for all

students who wish such instruction during the school holidays (excluding legal holidays), winter recess and summer vacation provided such instructional time does not exceed the total hours stipulated within this Agreement.

- c. The scope, content, and scheduling of the instruction and training to be provided under this Contract shall be subject to the prior written approval of the authorized representative of the District, it being understood that the District, acting through its representative, has the right to modify the scope, content, and/or scheduling of instruction and training, if, in the opinion of such representative, modification is necessary to achieve the vocational objective of the instruction and training.
- d. The approved instruction and training for sixteen hundred (1600) hours per student in Cosmetology, fifteen hundred (1500) hours per student in Barbering, or six hundred (600) hours per student in Esthetician shall be given under the direct supervision of California licensed cosmetology instructors holding valid California teaching credentials authorizing services in the area of cosmetology in career technical education programs in a community college or possessing equivalent qualifications as established by the District, proof of minimum qualifications to be maintained by the District, and all District students while engaged in such instruction and training shall be under the immediate supervision and control of such instructors. As stated and required in the Administrative Code, Title V, Section 55630(e), all instructors employed by the private agency shall enter into an "Agreement for Teaching Services or Instructional Service Agreement" (provided separately).
- e. Should it become necessary for one or more District student(s) to transfer to the Contractor from schools and colleges, both public and private, that are accredited and hold valid certificates of course approval and licenses as private, post-secondary, career technical education schools for instruction and training in cosmetology, the Contractor agrees to accredit each of such students with one hour of credit for each and every hour of approved instruction and/or training received by, or credited to, such student in the former program.
- f. Any student of the District who completes sixteen hundred (1600) hours of approved instruction and training in Cosmetology, fifteen hundred (1500) hours of approved Barbering instruction, or six hundred (600) hours of approved Esthetician instruction, and has not had the minimum instruction and training required for certification to take the examination for a certificate of registration and/or license because of deficiency in one or more areas of required expertise, shall receive from the Contractor such instruction, training, and preparation as may be necessary, forthwith, at no cost to either the student or the District.
- g. The Contractor shall participate in a program review and validation conducted by the District and at the discretion of the District. Said program review shall include, but is not limited to, advisory committee minutes, student completion

statistics, student surveys, student evaluations, a review of Contractor's curriculum, units of instruction, methods of instruction, instructional supplies and materials, physical resources, record keeping process and practices, governance, and Contractor-District relationship. In the event a program review is requested, Contractor shall be given at least sixty (60) days written notice. Contractor shall complete a self-appraisal in the format supplied by District and submit said self-appraisal to District thirty (30) days prior to a site visitation by District representatives.

11. The Contractor shall provide, without additional charges to the District or the District's students covered by the Contract, all necessary instructional materials and supplies as ordinarily supplied by the District without cost to students in this or other career technical education offerings of said District; and may require students covered by this Contract to purchase such offerings of said types and/or kinds of instructional materials as the District ordinarily requires students in this or other vocational offerings of said District to furnish without cost to said District; it being agreed that each student covered by this Contract shall furnish his/her personal textbook(s) and personal tools and/or equipment and uniforms. All material and equipment supplied by the Contractor shall remain the property of the Contractor and shall not be removed from the Contractor's premises without the permission of the Contractor.

12. The District shall pay to the Contractor \$4.35 for each hour of approved positive attendance by authorized students of the District covered by this Contract, pursuant to the terms and conditions noted hereinafter.

- a. District payments shall be made upon completion of modules and mutually agreed upon by both District and Contractor. Payment shall be based upon a certification of the hours of such attendance during the previous calendar months at the Contractor's place of instruction and training; it being agreed that each certification shall be on forms supplied by the District, and shall be based upon daily attendance records maintained by the Contractor, and subject to review and/or audit by an authorized representative of the District.
- b. The Contractor shall submit and certify monthly positive attendance statements, rosters, and billings to Santiago Canyon College, 8045, E. Chapman Avenue, Orange CA 92869 Attention: Dean, Business & Career Technical Education or designee, within three business days preceding the previous months positive attendance. All positive attendance hours shall be submitted on District forms. Billings shall include evidence of positive attendance in accordance with State Regulations. All billings shall be accompanied by attendance sheets verifying the number of enrollees, students college identification, social security number, date of birth, and number of actual hours of instruction given. It is the responsibility of Contractor to ensure that delivery is made to the appropriate office.
- c. Records of enrollee attendance shall be maintained by the Contractor for a period of five (5) years and shall be available for review by the District, its staff, its

auditor, the Office of Private Post Secondary Education, and the staff of the Vocational Education Unit of the California Community Colleges – Chancellor's Office.

- d. The Contractor shall not be reimbursed for more than a total of sixteen hundred (1600) hours of instruction and/or training for any one student.
  - e. In the event a District student withdraws from the program of instruction, or, because of failure to attend scheduled instruction, is dropped from the program, the District shall be responsible to the Contractor for payment for only the actual hours of authorized attendance of such student prior to the drop or withdrawal date.
  - f. In the event that the District determines that the total direct and indirect cost to provide the same sixteen hundred (1600) hour program of instruction and training, or a recognized portion thereof, in an operating school of the District, or the tuition the Contractor charges its private students for such program or portion thereof, is less than the amount computed as noted herein before, the Contractor agrees to enter into an amendment to this Contract to provide for a reduction in hourly rate to produce no more than the lower of such total cost of instruction or tuition.
  - g. Contractor states that 40% of the above hourly rate represents actual costs of instructors, including all salary related benefits, 20% of the above hourly rate represents rental of equipment, and 40% of the above hourly rate represents rental of facilities.
  - h. The District shall enroll a maximum number of students up to capacity with no minimum in the Contractor's school; it being understood that the District does NOT guarantee any set number of students will be enrolled in the Contractor's school at any time.
  - i. Contractor shall submit with their monthly statement a copy of any site visitation reports made by the State Board of Cosmetology.
13. Except as noted in this Contract, the Contractor shall not charge students receiving instruction and training under this Contract additional cost for tuition, supplies, and/or equipment for any instruction and/or training to be provided in accordance with this Contract.
14. The Contractor agrees to accept new students during each enrollment period established by the District.
15. The District shall provide the normal administrative functions relating to admissions, counseling, registration, permanent achievement records, program monitoring, and awarding evidence(s) of completion; it being understood that during such times as any District student is in

attendance in the Contractor's school, such student will be subject to the Contractor's rules and regulations relating to conduct, health, and safety; and operating procedures; it being understood that disciplinary action leading to suspension or dismissal of a District student shall be taken only by the District after consultation with the Contractor.

16. The Contractor will provide those administrative functions essential for the operation of his/her facility at his/her own expense.

17. The Contractor and the District shall ensure that ancillary and support services as relating to counseling, guidance and placement are provided for the students.

18. The Contractor shall maintain accurate records of attendance, financial aid and progress for each student and evaluations of each student at the request of the District, and shall submit to the District such information from such records as is requested by the authorized representative(s) of the District; it being understood that such submittals may be upon a regular schedule and /or upon special requests and it being further understood that there shall be no release of information from such records to any party other than such representative(s). Contractor shall insure that such information shall be used only for purposes directly related to the academic or professional goals of the District.

19. The District shall be financially committed to the cosmetology program only for the amount of monies adopted by the Rancho Santiago Community College District Board of Trustees for this program during the 2015 calendar year starting on January 1, 2015 and expires on June 30, 2015. In the event that monies are exhausted, the Contractor's school agrees to continue the program for each student enrolled for the remainder of the contract period or until the student has completed the course, whichever comes first, at no additional cost to the District or the student.

20. The Contractor shall permit inspections by authorized representatives of the District, the Bureau of School Approvals of the California State Board of Finance, the California Community Colleges, and/or any state, county, or local licensing board and/or agency having jurisdiction in matters relating to the operation of the Contractor's school; it being understood that when such inspections are made, it shall be made possible for said representatives to evaluate course offerings; examine, and, is required, audit school records; interview students and others; and/or evaluate physical plant, instructional aide equipment, and classes in session.

21. Contractor will obtain and maintain all workers' compensation insurance required by law for employees in the operation of this program.

22. Contractor provides, when required by law and at the Contractor's own expense workers' compensation insurance coverage for any student.

23. The Contractor shall indemnify and hold harmless the District and its Board of Trustees, the Board of Governors of the California Community Colleges, and the State of California, and their respective officers, agents and employees of each such entity against any and all claims and

liabilities for death or injury to any person and/or loss, and/or damage to any property arising out of, or in any manner connected with the making of and/or performance of this Contract by Contractor.

- a. In satisfaction of this requirement, the Contractor, in order to protect said entities, officers, agents, and employees, shall secure and maintain, at the Contractor's expense, a policy of general liability insurance with limits of not less than one million dollars (\$1,000,000) per occurrence for personal injury or death, and not less than twenty-five thousand dollars (\$25,000) for property damage.
  - i. Said policy shall be obtained from a reliable insurance carrier authorized to do such general liability and property damage insurance business in the State of California.
  - ii. Said policy shall expressly name District, its entities, officers, agents, and employees, the Board of Governors of the California Community Colleges and the State of California and their agents, employees, and officers as additional insured.
  - iii. Said policy shall provide that the District shall be given not less than ten (10) days written notice of any cancellation, modification, or reduction of policy coverage.
  - iv. Contractor shall provide to the District a certificate of insurance covering the contract period and stating the required coverage.
  - v. A copy of said policy shall be furnished at all times to the District; and said copy shall be kept up to date by the Contractor.
- b. In satisfaction of this requirement, the Contractor shall, upon request of any such entities, officers, agents, and/or employees, come in and defend said entities and/or individuals against any claims or legal action arising out of, or in any manner connected with, the making of and/or performance of this contract by the Contractor.
- c. Such insurance afforded by this policy for the District, the Board of Governors of the California Community Colleges, the State of California, and their officers, agents, and employees shall be primary and any insurance carried by the District, the Board of Governors of the California Community Colleges, the State of California and their officers, agents, and employees shall be excess and non-contributory.

24. The Contractor shall not use, without prior written approval of the District, the name "Rancho Santiago Community College District" or "Santiago Canyon College" or any of said

District's administrative units, singly or in combination, in any printing or posted materials referring to the Contractor's school and/or the course of instruction.

25. This Contract shall automatically terminate July 1, 2015, it being agreed that either party to this Contract may terminate the Contract at the end of any enrollment term by giving thirty (30) days prior written notice to the other party; and it being agreed that at the time of termination of this Contract neither party shall have any obligation to the other party other than payment for authorized services rendered and submittal of required records covering such services prior to the date of termination. The Contractor shall notify the District of any change in facility location during the period of this Agreement. Facilities must be within the geographical boundaries of the District. The District reserves the right to terminate this Agreement due to a facility change which the District determines to be inadequate for instructional purposes or is outside the district boundaries.

26. The District and the Contractor reserve the right to terminate this Agreement by giving thirty (30) days prior written notice. In addition, the District may terminate this Agreement due to budgetary restraints identified by the Board of Trustees, thirty (30) days after giving written notice. Should a termination notice be provided, no new students will be accepted after the notice has been served on the other party.

27. This Contract may be amended and/or extended by mutual consent of the parties hereto, it being understood that any amendment shall not be effective until stated in written form and signed by the parties hereto.

28. Any notice given under this Contract shall be deemed given when personally served upon the Chancellor of the District or upon the Contractor, or when sent certified mail, return receipt requested and deposited in the mails of Orange County in a sealed envelope with postage thereon prepaid from one party to the other addressed as follows:

To District:                    Rancho Santiago Community College District  
2323 North Broadway  
Santa Ana, CA 92706-1640  
Attn: Vice Chancellor for Business Operations/Fiscal Services

To Contractor:                Santa Ana Beauty Academy  
2231 N. Tustin Avenue  
Santa Ana, CA 92705  
Attn: Owner – Phuong-Dung (Tammy) Nguyen  
Tax Identification Number: 26-3764483

29. Contractor shall provide all students who complete the program and pass the State Board of Cosmetology examinations with job placement services. Such placement records shall be kept and recorded to the District annually.

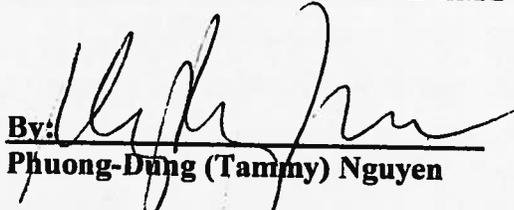
30. Should the District exercise its right to terminate this Agreement, students currently enrolled shall have the option to complete the current semester or summer school session at a cost not to exceed the rate per student instructional hour as set forth herein. Such fees to be paid directly to the Contractor by the student.

31. The Contractor shall be in compliance with Title VI of the Civil Rights Act of 1964 as amended, Title IX of the Education Amendments to the Higher Education Act of 1972 as amended, Section 04 of the Rehabilitation Act of 1973 as amended, U.S. Presidential Executive Order 11246, and the intent of the Board of Governors of the California Community Colleges affirmative action resolution adopted April 12, 1973, Title IV, Federal Student Financial Aid Regulations and all applicable local, state, and federal health and safety regulations.

32. This Contract shall be valid and effective upon the approval of the Chancellor of the California Community Colleges.

In Witness Hereof, the Parties hereto have executed this Contract as of the day and year first written above.

**SANTA ANA BEAUTY ACADEMY**

By: 

Phuong-Dung (Tammy) Nguyen

Title: Owner/Director

Date: 12/18/14

**RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT**

By: <sup>KI</sup> 

Peter J. Hardash

Title: Vice Chancellor, Business  
Operations/Fiscal Services

Date: 12/18/14

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
Santiago Canyon College  
Academic Affairs

To: Board of Trustees	Date: May 26, 2015
Re: Approval of Agreement with Smarthinking for Online Tutorial Services	
Action: Request for Approval	

**BACKGROUND**

As SCC looks to address recommendations from the Accrediting Commission for Community and Junior Colleges (ACCJC) pertaining to online academic support for students, contracting with Smarthinking provides online support for Basic Skills online students as well as additional tutoring support for traditional face to face students. Providing tutoring support services online complements the on-site tutoring services already in place. Students at SCC will now have the opportunity to receive instructional support both on campus and online.

**ANALYSIS**

The college will be provided with 1850 hours of online tutorial services in the areas of Mathematics and Writing. In addition, we will be able to monitor student usage and its relationship to student success. The contract includes up to 183 licenses for MyFoundationLab to enhance current basic skills remediation in English. Students will have direct access to the services via the college website.

**RECOMMENDATION**

It is recommended that the Board approve the Online Tutoring Services Agreement with Smarthinking.

Fiscal Impact: \$49,980 funded through the Basic Skills Initiative Grant	Board Date: May 26, 2015
Prepared by: Marilyn Flores, Ph.D., Dean, Arts, Humanities & Social Sciences Aracely Mora, Ed.D., Vice President, Academic Affairs	
Submitted by: John Weispfenning, Ph.D., President	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**ONLINE TUTORING SERVICES AGREEMENT**

This **ONLINE TUTORING SERVICES AGREEMENT** (the "Master Agreement" or "Agreement") is entered between , NCS Pearson, Inc. operating through its SMARTHINKING Division, a Minnesota corporation with offices located at 1919 M Street, Suite 600, Washington, DC 20036 ("SMARTHINKING") and Rancho Santiago Community College District/Santiago Canyon College ("CLIENT") (each a "Party", and collectively the "Parties").

<p><b>I. BILLING INFORMATION</b></p> <p><b>CLIENT</b>     Rancho Santiago Community College District/Santiago Canyon College</p> <p><b>Attn:</b>        Marilyn Flores, Dean of Humanities and Social Sciences</p> <p><b>Address:</b>    8045 E. Chapman Avenue Orange, CA 92869-4512</p> <p><b>Phone:</b>      714-628-5030</p> <p><b>Fax:</b></p> <p><b>e-mail:</b>       <u>Flores_Marilyn@scccollege.edu</u></p> <p><b>SMARTHINKING Rep:</b> Darrell McCarron</p> <p><b>e-mail:</b>       Darrell.McCarron@pearson.com</p>	<p><b>II. TERM:</b></p> <p><b>A. Master Agreement Date:</b>                    5/5/15</p> <p><b>B. Agreement continues until written notice of termination by either Party at the conclusion of an existing "Statement of Work(s)" as described below.</b></p> <p><b>SMARTHINKING FIN:</b> 41-0850527</p> <p><i>Prices guaranteed for 30 days from date of contract initiation.</i></p>
<p><b>III. SERVICES:</b></p> <p><b>A. <u>SMARTHINKING Tutoring Services.</u></b> At the request of Client, and in any subsequent SOWs signed by the Parties., SMARTHINKING shall provide to a person enrolled as a student in Client's institution ("Student") one-to-one online tutoring services ("SMARTHINKING tutoring services"). SMARTHINKING Services shall consist of live and asynchronous tutoring services provided via SMARTHINKING's Web site, currently located at <u>www.SMARTHINKING.com</u> ("SMARTHINKING.com"). <b>See Appendix A for a description of tutoring services.</b></p> <p><b>B. <u>SMARTHINKING Professional Services and Platform Licensing.</u></b> At request of Client, and in any subsequent SOWs signed by the Parties.SMARTHINKING shall provide to Client professional services ("SMARTHINKING professional services") to support Client's implementation and operation of SMARTHINKING tutoring services at its Institution. At request of Client, SMARTHINKING shall provide Client with a platform license to operate its tutors using the SMARTHINKING platform and hosting. <b>See Appendix B for a description of professional services and platform licensing.</b></p> <p><b>C. <u>Exclusions.</u></b> SMARTHINKING shall not be responsible for obtaining or providing any communications hardware necessary to access or use the SMARTHINKING Services, including, but not limited to, Internet service, telephones, access lines, modems and computer equipment.</p> <p><b>D. <u>Access.</u></b> SMARTHINKING shall provide Client with usernames and passwords to provide to students that will allow them to access the services provided by SMARTHINKING. SMARTHINKING will track and report on the use of such usernames and passwords.</p>	
<p><b>IV. SCOPE and SERVICE FEE:</b></p> <p><b>A. <u>Scope.</u></b> SMARTHINKING shall provide Client with the services, as set forth in Appendixes A and B, as described in an initial Statement of Work (SOW) (Exhibit C), and any subsequent Statement (s) of Work that are signed by the Parties. All such Appendixes and SOWs are incorporated into and made part of this Online Tutoring Services Agreement as though set forth above the signatures of SMARTHINKING and Client. All SOWs shall be dated and contain a term or end date.</p> <p><b>B. <u>Service Fee.</u></b> In consideration of the SMARTHINKING Services described in a SOW, Client shall pay SMARTHINKING all fees within thirty (30) days of the Date the SOW is signed by Client. The provisioning of SMARTHINKING Services is contingent upon full payment.</p>	
<p><b>Pearson:</b></p> <p>_____</p> <p><i>Signature</i></p> <p>_____</p> <p>Printed Name and Title</p>	<p><b>CLIENT:</b></p> <p>_____</p> <p><i>Signature</i></p> <p><u>Peter J. Hardash, Vice Chancellor Business Operations/Fiscal Services</u></p> <p>Printed Name and Title</p> <p>_____</p> <p><i>Date Signed by Client</i></p>

## V. GENERAL

### 1. TERM AND TERMINATION.

1.1 Term. This Master Agreement shall become effective upon the Effective Date and shall remain in effect during the Term as set forth in the Initial Statement of Work or any subsequent Statement(s) of Work.

1.2 Termination. Either Party may, at its option, terminate this Agreement if a material default is not corrected within forty-five (45) days after receipt of a written notice of the default.

1.3 Suspension. Without limiting any other rights hereunder, SMARTHINKING reserves the right to immediately suspend its services hereunder if (i) the Client's course creates, in SMARTHINKING's reasonable judgment, a risk of SMARTHINKING liability for infringement of Intellectual property, defamation, invasion of privacy or similar complaints, (ii) a Student's actions are reasonably considered by SMARTHINKING to be harmful, abusive, hateful, obscene, or threatening, (iii) Client or its students distribute user names or passwords in contravention of this Agreement.

1.4 Effects of Termination. Upon termination or expiration of this Agreement, the rights and licenses granted herein shall immediately terminate. In the event of termination or expiration of this Agreement, any term or provision of this Agreement, or portion thereof, that by its nature survives the termination or expiration of this Agreement shall survive and continue in effect and shall inure to the benefit of and be binding upon the Parties and their legal representatives, successors, and assigns.

### 2. ACCESS CONTROL.

2.1 Distribution. Client is responsible for distributing usernames and passwords to its Students, each of whom is solely responsible for maintaining their confidentiality. SMARTHINKING shall provide ability for Client to create usernames and passwords for student accounts. Client shall notify SMARTHINKING immediately of any unauthorized use of any account or password.

2.2 Access to Archives. Upon expiration of this Agreement for any reason, or the end of a term of an SOW, Client's students shall retain access to their archived tutoring sessions for up to sixty (60) days and Client shall retain access to archived reports for up to ninety (90) days. During the term of this Agreement, Client's students and Client shall have access to archived tutoring sessions and reports for up to one (1) year.

### 3. PAYMENT.

3.1 Late Fee. Client shall pay SMARTHINKING a surcharge of one point five percent (1.5%) per month or the maximum rate allowed by law, whichever is less, on any fees not paid when due under this Agreement.

3.2 Taxes. If applicable, each Party shall be exclusively liable and bear total responsibility for the payment of any and all taxes due in connection with the sale of products or services under this Agreement. All payments due under this Agreement or any Exhibits shall be made without any deduction or withholding, unless such deduction or withholding is required by any applicable law of any relevant governmental revenue authority then in effect. If Client is required to deduct or withhold, Client will promptly notify SMARTHINKING of the requirement, pay the required amount to the relevant governmental authority, provide SMARTHINKING with an official receipt or certified copy or other documentation acceptable to SMARTHINKING evidencing payment, and pay to SMARTHINKING, in addition to the payment to which SMARTHINKING is otherwise entitled under this Agreement or any Exhibits, such additional amount as is necessary to ensure that the net amount actually received by SMARTHINKING equals the full amount SMARTHINKING would have received had no such deduction or withholding been required.

### 4. MARKETING and SURVEYS.

4.1 As may be permitted by the Client Institution's Rules and Regulations, Client shall make available to its students and faculty implementation materials provided by SMARTHINKING from time to time.

4.2 Client grants SMARTHINKING the right to conduct performance surveys of Client students and other users of SMARTHINKING.com regarding SMARTHINKING services and software. Client may add questions to these surveys for a fee, if approved by SMARTHINKING. Client may have SMARTHINKING conduct additional surveys of its students for a fee. Client shall have access to all survey results submitted by its Students.

### 5. USE OF SMARTHINKING.COM.

5.1 Terms of Use. Student access to SMARTHINKING.com and the SMARTHINKING Services is governed by the restrictions, rules, or conditions outlined in the Terms of Use and Privacy Policy Statement upon initial log-in to SMARTHINKING.com, and as may be updated and published from time to time by SMARTHINKING.

### 6. INTELLECTUAL PROPERTY.

6.1 Client Course. No title to or ownership of any portion of the Client's course, or to any proprietary or intellectual property rights related therein, is transferred by virtue of this Agreement. The Client's course shall remain the Client's sole and exclusive property. Client warrants and represents that its course does not infringe any trademark, trade secret, copyright or U.S. patent.

6.2 SMARTHINKING. No title to or ownership of any portion of SMARTHINKING.com or the SMARTHINKING Services is transferred by virtue of this Agreement and SMARTHINKING.com and the SMARTHINKING Services shall remain SMARTHINKING's sole and exclusive property. SMARTHINKING reserves all of its intellectual property and proprietary rights to any information, data or materials generated or gathered as part of the provisioning of SMARTHINKING Services. SMARTHINKING warrants and represents that its materials available on SMARTHINKING.com and the SMARTHINKING Services do not infringe any trademark, trade secret, copyright or U.S. patent.

7. DISCLAIMER OF WARRANTIES. SMARTHINKING SERVICES AND SMARTHINKING.COM ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SMARTHINKING MAKES NO WARRANTY THAT SMARTHINKING SERVICES AND SMARTHINKING.COM WILL MEET CLIENT OR STUDENT REQUIREMENTS, OR THAT SMARTHINKING SERVICES OR SMARTHINKING.COM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES SMARTHINKING MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF SMARTHINKING SERVICES OR SMARTHINKING.COM OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH SMARTHINKING.COM OR SMARTHINKING SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM SMARTHINKING SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE IN THIS AGREEMENT.

8. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT SHALL SMARTHINKING BE LIABLE TO CLIENT, STUDENTS OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES) ARISING OUT OF THE USE OF OR INABILITY TO USE SMARTHINKING.COM OR ANY OF THE SMARTHINKING SERVICES, OR FOR ANY CLAIM BY ANY OTHER PARTY, EVEN IF SMARTHINKING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### 9. GENERAL PROVISIONS.

9.1 Severability. Should any term or provision of this Agreement be finally determined by a court of competent jurisdiction to be void, invalid, unenforceable or contrary to law or equity, the offending term or provision shall be modified and limited (or if strictly

necessary, deleted) only to the extent required to conform to the requirements of law and the remainder of this Agreement (or, as the case may be, the application of such provisions to other circumstances) shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

9.2 Relationship of Parties. Nothing contained in this Agreement shall create any partnership or joint venture between the parties. This Agreement is not for the benefit of any third party not a signatory hereto and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.

9.3 Notices. All notices, requests, and other communications hereunder shall be in writing delivered by any of the following: personal delivery; first class certified or registered mail; return receipt requested; U.S. Express mail, or an express overnight service (such as Federal Express), addressed to the respective parties at the addresses set forth in this Agreement or to such other person or address as a party hereto shall designate to the other party hereto from time to time in writing forwarded in like manner. Any notice, request, consent, demand or communication given in accordance with the provisions of this paragraph shall be deemed to have been given and effective when actually received.

9.4 Assignment. Client may not assign this Agreement without the prior written consent of SMARTHINKING, which consent shall not be unreasonably delayed or withheld.

9.5 Entire Agreement. This Agreement sets forth all of the promises, agreements, conditions and understandings between the parties respecting the subject matter hereof and supercedes all prior and contemporaneous negotiations, conversations, discussions, correspondence, memoranda, and agreements between the parties concerning the subject matter of this Agreement.

**Appendix A: Tutoring Services**

**A.1 Tutoring Subject Areas.** SMARTHINKING’s Tutoring Services currently consists of online tutoring in the following areas on drop-in, pre-scheduled, and/or asynchronous bases (see [www.smarthinking.com](http://www.smarthinking.com) for detailed listing of topics covered for each area):

<b>Mathematics (Basic Math - Calculus II)</b>	<b>Writing (for all courses, including ESOL) through Online Writing Lab</b>
<b>Statistics</b>	<b>Live Writing Help</b>
<b>Accounting</b>	<b>Career Writing Support</b>
<b>Economics</b>	<b>Reading</b>
<b>Introductory Finance</b>	<b>Biology</b>
<b>Spanish</b>	<b>Introductory Human Anatomy &amp; Physiology</b>
<b>Physics</b>	<b>Chemistry</b>
<b>Computers and Technology</b>	<b>Organic Chemistry</b>

E-structors (SMARTHINKING’s tutors) are currently available in the above Tutoring Subject Areas. Tutoring Subject Areas are subject to change by SMARTHINKING. Client will be provided 60-day notice via email prior to any change. The hours e-structors are available are as determined by SMARTHINKING from time to time. E-structors hours are posted on the Smarthinking.com Website. Students also may submit essays to the writing lab for critique or asynchronous questions via the SMARTHINKING whiteboard. Responses will typically be provided to the Student within 24 hours.

**A.2 PURCHASE OF BLOCKS OF TUTORING HOURS.** Blocks of hours may be purchased by client at the then current rates published by SMARTHINKING.

**A.3 Deduction of Purchased Tutoring Hours.** As Client’s students use the service, time is deducted from Client’s master account based on the services used. Client can monitor student usage from their administrative account, and student accounts can be limited by time and/or subject area. Hours purchased must be used during a SOW term. Time is deducted from Client’s account according to the following:

<b>Service Used</b>	<b>Charge to Client Account</b>
Real Time Interaction with e-structor	Metered to the minute plus 7 minutes per session for processing and archiving
Submission to Online Writing Lab	42 minutes or 67 minutes
Pre-scheduled Session with e-structor*	30 minute minimum increments plus 7 minutes per session for processing and archiving.
Paragraph/Asynchronous Question Submission	27 minutes

The time deduction table is subject to change by SMARTHINKING. Client will be provided 60-day notice via email prior to any change.

**A.4 Customized, Institution Access Agreement or other Pilot Pricing Plans as agreed to between SMARTHINKING and Client.**

**A.5 Inclusions in Tutoring Fees.**

- (a) Access to SMARTHINKING-trained and monitored tutors and services.
- (b) Account management by an assigned customer service representative and marketing assistance (template posters and handouts).
- (c) Hosting of all technology.
- (d) Customer service and technical support for students and faculty by toll-free phone and e-mail.
- (e) Unlimited access to SMARTHINKING study resources.
- (f) Ability for Client to create unique usernames and passwords for student accounts.
- (g) Log-in box on client’s Web site.
- (h) Free 30-day preview accounts for faculty members. (These accounts are for faculty use only and cannot be used as student accounts).
- (i) Usage Reporting. It is Client’s responsibility to designate and control who is to receive administrative access to reports in accordance with Client’s regulations on the handling of student data.

**Appendix B: Professional Services and Platform Licensing Available from SMARTHINKING.**  
Costs for these services will be set in accord with SMARTHINKING's then current pricing.

**B.1 Set-up Support for SMARTHINKING Online Tutoring Services – (Required for All Clients):**

- (a) Private labeling of student's home page with client logo and color selection.
- (b) Student account creation with client designated subjects and services
- (c) Client administrative account creation with implementation assistance.
- (d) Annual Service Fee: Beginning Year two.

**B.2 Onsite Training**

- (a) SMARTHINKING's implementation staff will work with Client to develop an agenda that reflects current needs and may include sessions focused on introducing SMARTHINKING to faculty, staff, and/or students, and discussing strategies for using these services to supplement instruction.
- (b) Multiple sessions may be conducted during a single day for each day of onsite training purchased.
- (c) Training materials will be provided for up to twenty participants.
- (d) Training via web and telephone may also be provided.

**B.3 Customized User Interface**

- (a) Custom Designed Smarthinking User-Interface to match Client web site.
- (b) Entire tutoring process occurs with customized interface.
- (c) Custom Designed Client Login Page and URL or direct form-based login to Smarthinking.com from Client site.

**B.4 Academic Consulting**

- (a) Delivered by SMARTHINKING professional academic staff.
- (b) Individual or Group sessions on how to incorporate SMARTHINKING tutoring into Client curriculum to improve outcomes and retention. Available face-to-face or by telephone.
- (c) Assistance with course design.
- (d) Consulting on the training of online instructors and online tutors.
- (e) Development and Management of online programs.
- (f) Evaluation and professional development of online tutors as well as instructors who are working in synchronous and/or asynchronous learning environments.
- (g) Costs will be based on SMARTHINKING's then current price list.

**B.5 Customized Online Surveys**

- (a) Add Client questions on to the online performance survey conducted by SMARTHINKING with Client's students who use SMARTHINKING.
- (b) Offer Client survey to Client's students using the SMARTHINKING online survey platform.

**B.6 Learner Support Management (LSM)<sup>™</sup> Platform License**

- (a) Access to SMARTHINKING's LSM hosted system.
- (b) Scheduled set-up of tutor accounts, subjects desired and services desired.
- (c) Customization of information about Client's Institution's online tutoring service.
- (d) Limited Technical Support -- First 75 customer support requests by telephone or e-mail are free. Additional support can be purchased in blocks of 50 requests at SMARTHINKING's then current pricing.
- (e) Training and Set-up regarding use of SMARTHINKING system for administrators and Client's tutors and establishment of unique tutor accounts. Includes training material for up to 30 participants.

Appendix C to ONLINE TUTORING SERVICES AGREEMENT

**STATEMENT OF WORK (SOW)**  
*(Statement of Work Dated May 5, 2015)*

This Statement of Work ("SOW") is made under, and governed by the Online Tutoring Services Agreement for SMARTHINKING, entered into between Rancho Santiago Community College District/Santiago Canyon College(Client) and Smarthinking, Inc., Master Agreement Dated May 14, 2015. Pricing offered in this SOW is valid until May 31, 2015.

**A. Term of SOW:**

Start Date: 5/1/15  
End Date: 6/30/15

*All Tutoring Services and Professional Services must be used during the term of this SOW. Unused hours may be rolled forward for use under a new SOW.*

**B. The following list of purchases and deliverables are agreed to by the Parties:**

**Tutoring Services**

**Total Cost**  
\$49,980.00

**Service Includes**

- up to an aggregate of 1850 hours during the term of the SOW
- setup and training
- up to 183 licenses for MyFoundationsLab 6-month Access, isbn 0321931416

**TOTAL FEES DUE SMARTHINKING PURSUANT TO THIS SOW: \$49,980.00**

*This SOW shall constitute SMARTHINKING's invoice for the Total Fees due hereunder. Client shall pay SMARTHINKING all fees within thirty(30) days of the Date this SOW is signed by Client.*

CLIENT SIGNATURE

Pearson

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

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

Printed Name and Title

\_\_\_\_\_  
*Printed Name and Title*

*Fax: 206-260-8525*

\_\_\_\_\_  
*Date Signed by Client*

**Remit Payment by Check to:**  
NCS Pearson, Inc.  
13036 Collection Center Drive  
Chicago, IL 60693

\_\_\_\_\_  
*Telephone*

*I would like to receive any additional invoices via email.*

*Email Address:* \_\_\_\_\_

*SMARTHINKING Rep: Darrell McCarron  
e-mail: Darrell.McCarron@pearson.com*

Rancho Santiago Comm Coll District

Board Meeting of 05/26/15

AP0020

Bank Code: 92 District Funds

Check Registers Submitted for Approval

Page: 1

Checks Written for Period 04/29/15 Thru 05/07/15

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
62162	General Fund Unrestricted	1,792.80	0.00	1,792.80	92*0427691	92*0427694
62163	General Fund Unrestricted	650.50	0.00	650.50	92*0427695	92*0427706
62164	General Fund Unrestricted	6,833.05	0.00	6,833.05	92*0427709	92*0427709
62165	General Fund Unrestricted	351.80	0.00	351.80	92*0427711	92*0427711
62167	General Fund Unrestricted	88,598.20	0.00	88,598.20	92*0427714	92*0427813
62168	General Fund Unrestricted	96,837.00	0.00	96,837.00	92*0427814	92*0427913
62169	General Fund Unrestricted	95,690.00	0.00	95,690.00	92*0427914	92*0428013
62170	General Fund Unrestricted	95,823.20	0.00	95,823.20	92*0428014	92*0428113
62171	General Fund Unrestricted	70,247.00	0.00	70,247.00	92*0428114	92*0428194
62172	General Fund Unrestricted	101,779.00	0.00	101,779.00	92*0428195	92*0428294
62173	General Fund Unrestricted	96,927.00	0.00	96,927.00	92*0428295	92*0428394
62174	General Fund Unrestricted	101,673.00	0.00	101,673.00	92*0428395	92*0428494
62175	General Fund Unrestricted	97,455.00	0.00	97,455.00	92*0428495	92*0428594
62176	General Fund Unrestricted	107,384.00	0.00	107,384.00	92*0428595	92*0428694
62177	General Fund Unrestricted	101,748.02	0.00	101,748.02	92*0428695	92*0428794
62178	General Fund Unrestricted	104,779.00	0.00	104,779.00	92*0428795	92*0428894
62179	General Fund Unrestricted	100,915.86	0.00	100,915.86	92*0428895	92*0428994
62180	General Fund Unrestricted	95,324.31	0.00	95,324.31	92*0428995	92*0429094
62181	General Fund Unrestricted	43,128.00	0.00	43,128.00	92*0429095	92*0429130
62217	General Fund Unrestricted	311.60	0.00	311.60	92*0432562	92*0432562
62218	General Fund Unrestricted	4,892.50	0.00	4,892.50	92*0432563	92*0432572
62219	General Fund Unrestricted	2,765.20	0.00	2,765.20	92*0432573	92*0432582
62220	General Fund Unrestricted	1,525.50	0.00	1,525.50	92*0432583	92*0432592
62221	General Fund Unrestricted	2,988.00	0.00	2,988.00	92*0432593	92*0432602
62222	General Fund Unrestricted	1,980.50	0.00	1,980.50	92*0432603	92*0432615
62223	General Fund Unrestricted	25,828.53	0.00	25,828.53	92*0432616	92*0432618
62224	General Fund Unrestricted	199,260.38	0.00	199,260.38	92*0432619	92*0432620
62225	General Fund Unrestricted	9,128.88	0.00	9,128.88	92*0432621	92*0432627
62226	General Fund Unrestricted	549.11	0.00	549.11	92*0432628	92*0432635
62227	General Fund Unrestricted	3,858.70	0.00	3,858.70	92*0432638	92*0432643
62228	General Fund Unrestricted	1,998.50	0.00	1,998.50	92*0432646	92*0432650
62231	General Fund Unrestricted	2,511.01	0.00	2,511.01	92*0432671	92*0432671
62236	General Fund Unrestricted	1,925.13	0.00	1,925.13	92*0432683	92*0432689
62237	General Fund Unrestricted	800.00	0.00	800.00	92*0432693	92*0432693
62238	General Fund Unrestricted	444.20	0.00	444.20	92*0432701	92*0432701
62240	General Fund Unrestricted	7,574.90	0.00	7,574.90	92*0432714	92*0432718
62243	General Fund Unrestricted	3,453.51	0.00	3,453.51	92*0432735	92*0432739
62251	General Fund Unrestricted	1,413.33	0.00	1,413.33	92*0432765	92*0432767
62253	General Fund Unrestricted	98.03	0.00	98.03	92*0432775	92*0432778
62254	General Fund Unrestricted	727.08	0.00	727.08	92*0432781	92*0432784
62255	General Fund Unrestricted	2,268.76	0.00	2,268.76	92*0432786	92*0432792

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
62256	General Fund Unrestricted	2,177.86	0.00	2,177.86	92*0432793	92*0432800
62258	General Fund Unrestricted	1,798.75	0.00	1,798.75	92*0432813	92*0432817
62259	General Fund Unrestricted	4,225.55	0.00	4,225.55	92*0432824	92*0432825
62260	General Fund Unrestricted	47,548.45	0.00	47,548.45	92*0432826	92*0432829
62261	General Fund Unrestricted	186.04	0.00	186.04	92*0432830	92*0432830
62263	General Fund Unrestricted	200.00	0.00	200.00	92*0432834	92*0432834
62265	General Fund Unrestricted	37,765.49	0.00	37,765.49	92*0432838	92*0432838
62266	General Fund Unrestricted	824.69	0.00	824.69	92*0432839	92*0432843
62268	General Fund Unrestricted	10,851.64	0.00	10,851.64	92*0432848	92*0432850
62269	General Fund Unrestricted	824.00	0.00	824.00	92*0432854	92*0432854
62270	General Fund Unrestricted	4,603.40	0.00	4,603.40	92*0432858	92*0432865
<b>Total Fund 11 General Fund Unrestricted</b>		<b><u>\$1,795,245.96</u></b>	<b><u>\$0.00</u></b>	<b><u>\$1,795,245.96</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
62160	General Fund Restricted	31,222.95	0.00	31,222.95	92*0427683	92*0427683
62161	General Fund Restricted	17,569.68	0.00	17,569.68	92*0427684	92*0427690
62162	General Fund Restricted	504.59	0.00	504.59	92*0427692	92*0427692
62163	General Fund Restricted	10,158.70	0.00	10,158.70	92*0427696	92*0427707
62164	General Fund Restricted	1,569.57	0.00	1,569.57	92*0427708	92*0427710
62165	General Fund Restricted	514.32	0.00	514.32	92*0427712	92*0427712
62225	General Fund Restricted	1,990.91	0.00	1,990.91	92*0432625	92*0432625
62226	General Fund Restricted	690.50	0.00	690.50	92*0432629	92*0432633
62227	General Fund Restricted	10,533.50	0.00	10,533.50	92*0432636	92*0432642
62228	General Fund Restricted	1,049.99	0.00	1,049.99	92*0432644	92*0432647
62229	General Fund Restricted	1,298.85	0.00	1,298.85	92*0432651	92*0432658
62230	General Fund Restricted	42,404.67	0.00	42,404.67	92*0432659	92*0432664
62231	General Fund Restricted	2,618.16	0.00	2,618.16	92*0432665	92*0432670
62232	General Fund Restricted	36,100.00	0.00	36,100.00	92*0432672	92*0432672
62234	General Fund Restricted	665.20	0.00	665.20	92*0432681	92*0432681
62237	General Fund Restricted	982.47	0.00	982.47	92*0432690	92*0432696
62238	General Fund Restricted	9,081.58	0.00	9,081.58	92*0432697	92*0432708
62239	General Fund Restricted	4,619.89	0.00	4,619.89	92*0432709	92*0432713
62240	General Fund Restricted	7,324.62	0.00	7,324.62	92*0432719	92*0432721
62241	General Fund Restricted	1,880.97	0.00	1,880.97	92*0432722	92*0432729
62243	General Fund Restricted	165.19	0.00	165.19	92*0432734	92*0432738
62244	General Fund Restricted	2,893.81	0.00	2,893.81	92*0432740	92*0432746
62251	General Fund Restricted	491.78	0.00	491.78	92*0432764	92*0432768
62252	General Fund Restricted	5,442.08	0.00	5,442.08	92*0432769	92*0432774
62253	General Fund Restricted	63.55	0.00	63.55	92*0432776	92*0432776
62254	General Fund Restricted	2,382.86	0.00	2,382.86	92*0432779	92*0432785
62256	General Fund Restricted	292.16	0.00	292.16	92*0432795	92*0432795
62257	General Fund Restricted	2,576.40	0.00	2,576.40	92*0432801	92*0432810
62258	General Fund Restricted	1,045.84	0.00	1,045.84	92*0432811	92*0432815
62259	General Fund Restricted	8,316.39	0.00	8,316.39	92*0432818	92*0432823
62261	General Fund Restricted	932.93	0.00	932.93	92*0432831	92*0432832
62266	General Fund Restricted	160.00	0.00	160.00	92*0432842	92*0432842
62267	General Fund Restricted	395,665.60	0.00	395,665.60	92*0432844	92*0432847
62268	General Fund Restricted	35.21	0.00	35.21	92*0432849	92*0432849
62269	General Fund Restricted	263.81	0.00	263.81	92*0432851	92*0432857
<b>Total Fund 12 General Fund Restricted</b>		<b><u>\$603,508.73</u></b>	<b><u>\$0.00</u></b>	<b><u>\$603,508.73</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
62166	GF Unrestricted One-Time Func	3,143.34	0.00	3,143.34	92*0427713	92*0427713
62231	GF Unrestricted One-Time Func	216.00	0.00	216.00	92*0432666	92*0432666
62232	GF Unrestricted One-Time Func	18,522.00	0.00	18,522.00	92*0432673	92*0432673
62240	GF Unrestricted One-Time Func	1,995.00	0.00	1,995.00	92*0432717	92*0432717
62241	GF Unrestricted One-Time Func	256.71	0.00	256.71	92*0432726	92*0432726
62256	GF Unrestricted One-Time Func	618.00	0.00	618.00	92*0432797	92*0432797
<b>Total Fund 13 GF Unrestricted One-Time</b>		<b><u>\$24,751.05</u></b>	<b><u>\$0.00</u></b>	<b><u>\$24,751.05</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
62233	Child Development Fund	3,539.68	0.00	3,539.68	92*0432674	92*0432680
62235	Child Development Fund	1,446.40	0.00	1,446.40	92*0432682	92*0432682
62242	Child Development Fund	626.84	0.00	626.84	92*0432730	92*0432733
<b>Total Fund 33 Child Development Fund</b>		<b><u>\$5,612.92</u></b>	<b><u>\$0.00</u></b>	<b><u>\$5,612.92</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
62248	Capital Outlay Projects Fund	29,434.91	0.00	29,434.91	92*0432757	92*0432757
62249	Capital Outlay Projects Fund	2,388.85	0.00	2,388.85	92*0432758	92*0432758
62250	Capital Outlay Projects Fund	1,209.87	0.00	1,209.87	92*0432759	92*0432763
62264	Capital Outlay Projects Fund	13,292.50	0.00	13,292.50	92*0432835	92*0432837
<b>Total Fund 41 Capital Outlay Projects Fu</b>		<b><u>\$46,326.13</u></b>	<b><u>\$0.00</u></b>	<b><u>\$46,326.13</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
62157	Bond Fund, Measure E	157,266.40	0.00	157,266.40	92*0427678	92*0427680
62158	Bond Fund, Measure E	26,075.00	0.00	26,075.00	92*0427681	92*0427681
62159	Bond Fund, Measure E	43,063.33	0.00	43,063.33	92*0427682	92*0427682
62245	Bond Fund, Measure E	9,364.85	0.00	9,364.85	92*0432747	92*0432749
<b>Total Fund 42 Bond Fund, Measure E</b>		<b><u>\$235,769.58</u></b>	<b><u>\$0.00</u></b>	<b><u>\$235,769.58</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
62246	Bond Fund, Measure Q	173,262.26	0.00	173,262.26	92*0432750	92*0432752
62247	Bond Fund, Measure Q	44,425.50	0.00	44,425.50	92*0432753	92*0432756
<b>Total Fund 43 Bond Fund, Measure Q</b>		<u><u>\$217,687.76</u></u>	<u><u>\$0.00</u></u>	<u><u>\$217,687.76</u></u>		

Checks Written for Period 04/29/15 Thru 05/07/15

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62262	Workers' Compensation Fund	800.00	0.00	800.00	92*0432833	92*0432833
<b>Total Fund 62 Workers' Compensation Fu</b>		<u><u>\$800.00</u></u>	<u><u>\$0.00</u></u>	<u><u>\$800.00</u></u>		

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**SUMMARY**

Total Fund 11 General Fund Unrestricted	1,795,245.96
Total Fund 12 General Fund Restricted	603,508.73
Total Fund 13 GF Unrestricted One-Time Fund	24,751.05
Total Fund 33 Child Development Fund	5,612.92
Total Fund 41 Capital Outlay Projects Fund	46,326.13
Total Fund 42 Bond Fund, Measure E	235,769.58
Total Fund 43 Bond Fund, Measure Q	217,687.76
Total Fund 62 Workers' Compensation Fund	800.00
Grand Total:	<u><u>\$2,929,702.13</u></u>

Checks Written for Period 04/27/15 Thru 05/07/15

<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>
311504530	Bookstore Fund	1,160,537.15	66,879.79	1,093,657.36	31*0105569	31*0105624
311505207	Bookstore Fund	101,604.24	50,802.12	50,802.12	31*0105625	31*0105686
<b>Total Fund 31 Bookstore Fund</b>		<b><u>\$1,262,141.39</u></b>	<b><u>\$117,681.91</u></b>	<b><u>\$1,144,459.48</u></b>		

Checks Written for Period 04/27/15 Thru 05/07/15

<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>
711504530	Associated Students Fund	4,522.52	0.00	4,522.52	71*0007415	71*0007423
711505207	Associated Students Fund	7,092.20	0.00	7,092.20	71*0007424	71*0007427
<b>Total Fund 71 Associated Students Fund</b>		<u><u>\$11,614.72</u></u>	<u><u>\$0.00</u></u>	<u><u>\$11,614.72</u></u>		

Checks Written for Period 04/27/15 Thru 05/07/15

<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>
721504530	Representation Fee Trust Fund	8,164.92	2,255.00	5,909.92	72*0000053	72*0000057
<b>Total Fund 72 Representation Fee Trust Fun</b>		<b><u><u>\$8,164.92</u></u></b>	<b><u><u>\$2,255.00</u></u></b>	<b><u><u>\$5,909.92</u></u></b>		

Checks Written for Period 04/27/15 Thru 05/07/15

<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>
761504530	Community Education Fund	3,899.60	0.00	3,899.60	76*0006697	76*0006703
761505207	Community Education Fund	84,453.98	0.00	84,453.98	76*0006704	76*0006705
<b>Total Fund 76 Community Education Fund</b>		<b><u><u>\$88,353.58</u></u></b>	<b><u><u>\$0.00</u></u></b>	<b><u><u>\$88,353.58</u></u></b>		

Checks Written for Period 04/27/15 Thru 05/07/15

<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>
791504530	Diversified Trust Fund	96,935.37	0.00	96,935.37	79*0019247	79*0019272
791505207	Diversified Trust Fund	19,717.27	1,309.91	18,407.36	79*0019273	79*0019288
<b>Total Fund 79 Diversified Trust Fund</b>		<b><u><u>\$116,652.64</u></u></b>	<b><u><u>\$1,309.91</u></u></b>	<b><u><u>\$115,342.73</u></u></b>		

Checks Written for Period 04/27/15 Thru 05/07/15

<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>
811504530	Diversified Agency Fund	14,953.51	1,123.46	13,830.05	81*0045506	81*0045534
811505207	Diversified Agency Fund	15,269.31	0.00	15,269.31	81*0045535	81*0045557
<b>Total Fund 81 Diversified Agency Fund</b>		<b><u><u>\$30,222.82</u></u></b>	<b><u><u>\$1,123.46</u></u></b>	<b><u><u>\$29,099.36</u></u></b>		

**SUMMARY**

Total Fund 31 Bookstore Fund	1,144,459.48
Total Fund 71 Associated Students Fund	11,614.72
Total Fund 72 Representation Fee Trust Fund	5,909.92
Total Fund 76 Community Education Fund	88,353.58
Total Fund 79 Diversified Trust Fund	115,342.73
Total Fund 81 Diversified Agency Fund	29,099.36
<b>Grand Total:</b>	<b><u><u>\$1,394,779.79</u></u></b>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**BUDGET BOARD REPORT**  
**From 04/01/2015 To 04/30/2015**  
**Board Meeting on 05/26/2015**

**BACKGROUND**

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

**ANALYSIS**

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

<b>BUDGET TRANSFERS</b>	<b>From</b>	<b>To</b>
<b><u>Fund 11: General Fund Unrestricted</u></b>		
1000 ACADEMIC SALARIES		32,853
2000 CLASSIFIED SALARIES	28,367	
3000 EMPLOYEE BENEFITS	132	
4000 SUPPLIES & MATERIALS		1,865
5000 OTHER OPERATING EXP & SERVICES	10,118	
6000 CAPITAL OUTLAY		3,899
<b>Total Transfer Fund 11</b>	<b>\$38,617</b>	<b>\$38,617</b>
<b><u>Fund 12: General Fund Restricted</u></b>		
1000 ACADEMIC SALARIES	114,324	
2000 CLASSIFIED SALARIES	56,111	
3000 EMPLOYEE BENEFITS	23,161	
4000 SUPPLIES & MATERIALS		172,629
5000 OTHER OPERATING EXP & SERVICES	440,365	
6000 CAPITAL OUTLAY		420,351
7000 OTHER OUTGO		75,781
7900 RESERVE FOR CONTINGENCIES	34,800	
<b>Total Transfer Fund 12</b>	<b>\$668,761</b>	<b>\$668,761</b>
<b><u>Fund 13: GF Unrestricted One-Time Funds</u></b>		
1000 ACADEMIC SALARIES		4,000
3000 EMPLOYEE BENEFITS		553
4000 SUPPLIES & MATERIALS	5,591	
5000 OTHER OPERATING EXP & SERVICES		1,083
6000 CAPITAL OUTLAY	45	
<b>Total Transfer Fund 13</b>	<b>\$5,636</b>	<b>\$5,636</b>
<b><u>Fund 31: Bookstore Fund</u></b>		
4000 SUPPLIES & MATERIALS		2,000
5000 OTHER OPERATING EXP & SERVICES		4,310
7900 RESERVE FOR CONTINGENCIES	6,310	
<b>Total Transfer Fund 31</b>	<b>\$6,310</b>	<b>\$6,310</b>
<b><u>Fund 33: Child Development Fund</u></b>		
1000 ACADEMIC SALARIES	25,842	
2000 CLASSIFIED SALARIES	8,917	
4000 SUPPLIES & MATERIALS		22,091
5000 OTHER OPERATING EXP & SERVICES		9,634
6000 CAPITAL OUTLAY		3,034
<b>Total Transfer Fund 33</b>	<b>\$34,759</b>	<b>\$34,759</b>
<b><u>Fund 41: Capital Outlay Projects Fund</u></b>		
6000 CAPITAL OUTLAY	112,015	
7900 RESERVE FOR CONTINGENCIES		112,015

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BUDGET BOARD REPORT  
From 04/01/2015 To 04/30/2015  
Board Meeting on 05/26/2015**

<b>BUDGET TRANSFERS</b>	<b>From</b>	<b>To</b>
<b>Total Transfer Fund 41</b>	<b>\$112,015</b>	<b>\$112,015</b>
 <b>BUDGET INCREASES AND DECREASES</b>		
	<b>Revenue</b>	<b>Appropriation</b>
<b><u>Fund 12: General Fund Restricted</u></b>		
8100 FEDERAL REVENUES	21,348	
8600 STATE REVENUES	(162,940)	
8800 LOCAL REVENUES	(1,900)	
1000 ACADEMIC SALARIES		20,682
2000 CLASSIFIED SALARIES		(3,370)
3000 EMPLOYEE BENEFITS		(3,290)
4000 SUPPLIES & MATERIALS		48,713
5000 OTHER OPERATING EXP & SERVICES		(462,532)
6000 CAPITAL OUTLAY		257,000
7000 OTHER OUTGO		(695)
<b>Total Transfer Fund 12</b>	<b>\$(143,492)</b>	<b>\$(143,492)</b>
<b><u>Fund 13: GF Unrestricted One-Time Funds</u></b>		
8800 LOCAL REVENUES	4,634	
6000 CAPITAL OUTLAY		4,634
<b>Total Transfer Fund 13</b>	<b>\$4,634</b>	<b>\$4,634</b>
<b><u>Fund 33: Child Development Fund</u></b>		
8600 STATE REVENUES	(4,358)	
2000 CLASSIFIED SALARIES		(653)
5000 OTHER OPERATING EXP & SERVICES		(3,705)
<b>Total Transfer Fund 33</b>	<b>\$(4,358)</b>	<b>\$(4,358)</b>
<b><u>Fund 74: Student Financial Aid Fund</u></b>		
8600 STATE REVENUES	1,050	
7000 OTHER OUTGO		1,050
<b>Total Transfer Fund 74</b>	<b>\$1,050</b>	<b>\$1,050</b>
<b><u>Fund 79: Diversified Trust Fund</u></b>		
8800 LOCAL REVENUES	18,000	
2000 CLASSIFIED SALARIES		20,000
4000 SUPPLIES & MATERIALS		11,700
5000 OTHER OPERATING EXP & SERVICES		28,419
6000 CAPITAL OUTLAY		87,800
7900 RESERVE FOR CONTINGENCIES		(129,919)
<b>Total Transfer Fund 79</b>	<b>\$18,000</b>	<b>\$18,000</b>

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

**RECOMMENDATION**

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

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

From 04/01/2015 To 04/30/2015

Board Meeting on 05/26/2015

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

<b>BUDGET TRANSFERS</b>		<b>From</b>	<b>To</b>
<b><u>Fund 11: General Fund Unrestricted</u></b>			
<b>B015890</b>	<b>04/22/15</b>		
1000	ACADEMIC SALARIES		28,827
2000	CLASSIFIED SALARIES	26,537	
3000	EMPLOYEE BENEFITS		725
5000	OTHER OPERATING EXP & SERVICES	3,015	
<b>Total Reference B015890</b>		<b>\$29,552</b>	<b>\$29,552</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	To fund reorg 898 for FY14/15 April thru June		
<b><u>Fund 12: General Fund Restricted</u></b>			
<b>B015744</b>	<b>04/06/15</b>		
1000	ACADEMIC SALARIES	30,469	
2000	CLASSIFIED SALARIES	9,903	
3000	EMPLOYEE BENEFITS	16,467	
4000	SUPPLIES & MATERIALS		9,753
5000	OTHER OPERATING EXP & SERVICES		709
6000	CAPITAL OUTLAY	532	
7000	OTHER OUTGO		46,909
<b>Total Reference B015744</b>		<b>\$57,371</b>	<b>\$57,371</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	revised budget SP2250-SAC EOPS		
<b>B015746</b>	<b>04/06/15</b>		
4000	SUPPLIES & MATERIALS		1,000
7900	RESERVE FOR CONTINGENCIES	1,000	
<b>Total Reference B015746</b>		<b>\$1,000</b>	<b>\$1,000</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	move fds to purchase supplies		
<b>B015747</b>	<b>04/06/15</b>		
5000	OTHER OPERATING EXP & SERVICES		23,800
7900	RESERVE FOR CONTINGENCIES	23,800	
<b>Total Reference B015747</b>		<b>\$23,800</b>	<b>\$23,800</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	to pay for BCEC software Blackboard Connect Emergency C		
<b>B015777</b>	<b>04/08/15</b>		
5000	OTHER OPERATING EXP & SERVICES	29,311	
6000	CAPITAL OUTLAY		29,311
<b>Total Reference B015777</b>		<b>\$29,311</b>	<b>\$29,311</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	purchase 30 computers for instructional use.		
<b>B015783</b>	<b>04/13/15</b>		
5000	OTHER OPERATING EXP & SERVICES	85,000	
6000	CAPITAL OUTLAY		85,000
<b>Total Reference B015783</b>		<b>\$85,000</b>	<b>\$85,000</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	to purchase stage projection		

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

From 04/01/2015 To 04/30/2015

Board Meeting on 05/26/2015

<b>BUDGET TRANSFERS</b>		<b>From</b>	<b>To</b>
<b>B015831</b>	<b>04/15/15</b>		
1000	ACADEMIC SALARIES		15,337
2000	CLASSIFIED SALARIES	30,953	
3000	EMPLOYEE BENEFITS	3,347	
4000	SUPPLIES & MATERIALS		8,360
5000	OTHER OPERATING EXP & SERVICES		3,801
6000	CAPITAL OUTLAY		6,802
	<b>Total Reference B015831</b>	<b>\$34,300</b>	<b>\$34,300</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Realignment of funds into various accounts		
<b>B015836</b>	<b>04/15/15</b>		
5000	OTHER OPERATING EXP & SERVICES		10,000
7900	RESERVE FOR CONTINGENCIES	10,000	
	<b>Total Reference B015836</b>	<b>\$10,000</b>	<b>\$10,000</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	To renew Maxient C R software		
<b>B015859</b>	<b>04/17/15</b>		
1000	ACADEMIC SALARIES		17,496
2000	CLASSIFIED SALARIES		32,429
3000	EMPLOYEE BENEFITS		4,366
4000	SUPPLIES & MATERIALS		1,200
5000	OTHER OPERATING EXP & SERVICES	55,491	
	<b>Total Reference B015859</b>	<b>\$55,491</b>	<b>\$55,491</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	To cover non/personnel items		
<b>B015876</b>	<b>04/21/15</b>		
1000	ACADEMIC SALARIES	37,000	
5000	OTHER OPERATING EXP & SERVICES		37,000
	<b>Total Reference B015876</b>	<b>\$37,000</b>	<b>\$37,000</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Fund contract w/ OCDE for AB86		
<b>B015886</b>	<b>04/22/15</b>		
4000	SUPPLIES & MATERIALS	817	
5000	OTHER OPERATING EXP & SERVICES	251,822	
6000	CAPITAL OUTLAY		252,639
	<b>Total Reference B015886</b>	<b>\$252,639</b>	<b>\$252,639</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	To purchase computers & projectors from IELM		
<b>B015907</b>	<b>04/27/15</b>		
1000	ACADEMIC SALARIES	47,653	
2000	CLASSIFIED SALARIES		11,985
3000	EMPLOYEE BENEFITS	2,484	
4000	SUPPLIES & MATERIALS		40,652
5000	OTHER OPERATING EXP & SERVICES	2,500	
	<b>Total Reference B015907</b>	<b>\$52,637</b>	<b>\$52,637</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Budget revision SP 1679		

**Fund 31: Bookstore Fund**

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

From 04/01/2015 To 04/30/2015

Board Meeting on 05/26/2015

<b>BUDGET TRANSFERS</b>		<b>From</b>	<b>To</b>
<b>B015935</b>	<b>04/29/15</b>		
5000	OTHER OPERATING EXP & SERVICES		2,310
7900	RESERVE FOR CONTINGENCIES	2,310	
<b>Total Reference B015935</b>		<b>\$2,310</b>	<b>\$2,310</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	Adj budget to cover 14/15 exps		
<b>B015949</b>	<b>04/30/15</b>		
4000	SUPPLIES & MATERIALS		2,000
5000	OTHER OPERATING EXP & SERVICES		2,000
7900	RESERVE FOR CONTINGENCIES	4,000	
<b>Total Reference B015949</b>		<b>\$4,000</b>	<b>\$4,000</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	Adj budgets to cover 14/15 exp		
<b><u>Fund 41: Capital Outlay Projects Fund</u></b>			
<b>B015813</b>	<b>04/14/15</b>		
6000	CAPITAL OUTLAY	74,551	
7900	RESERVE FOR CONTINGENCIES		74,551
<b>Total Reference B015813</b>		<b>\$74,551</b>	<b>\$74,551</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Reallocate fds to DO projects		
<b>B015815</b>	<b>04/14/15</b>		
6000	CAPITAL OUTLAY	275,161	
7900	RESERVE FOR CONTINGENCIES		275,161
<b>Total Reference B015815</b>		<b>\$275,161</b>	<b>\$275,161</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Reallocate fds to DO projects		
<b>B015817</b>	<b>04/14/15</b>		
6000	CAPITAL OUTLAY	12,603	
7900	RESERVE FOR CONTINGENCIES		12,603
<b>Total Reference B015817</b>		<b>\$12,603</b>	<b>\$12,603</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Reallocate fds to DO projects		
<b>B015923</b>	<b>04/28/15</b>		
6000	CAPITAL OUTLAY		300
7900	RESERVE FOR CONTINGENCIES	300	
<b>Total Reference B015923</b>		<b>\$300</b>	<b>\$300</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Funds for blueprint/reprod/adv		
<b>B015924</b>	<b>04/28/15</b>		
6000	CAPITAL OUTLAY		250,000
7900	RESERVE FOR CONTINGENCIES	250,000	
<b>Total Reference B015924</b>		<b>\$250,000</b>	<b>\$250,000</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Allocate fds to const. consult svcs project		

<b>BUDGET INCREASES AND DECREASES</b>	<b>Revenue</b>	<b>Appropriation</b>
<b><u>Fund 12: General Fund Restricted</u></b>		

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

From 04/01/2015 To 04/30/2015

Board Meeting on 05/26/2015

<b>BUDGET INCREASES AND DECREASES</b>		<b>Revenue</b>	<b>Appropriation</b>
<b>B015847</b>	<b>04/15/15</b>		
8600	STATE REVENUES	36,000	
4000	SUPPLIES & MATERIALS		13,889
5000	OTHER OPERATING EXP & SERVICES		22,111
<b>Total Reference B015847</b>		<b>\$36,000</b>	<b>\$36,000</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	To fund tutoring svcs, ACE software license		
<b>B015851</b>	<b>04/16/15</b>		
8600	STATE REVENUES	(39,000)	
1000	ACADEMIC SALARIES		4,700
3000	EMPLOYEE BENEFITS		291
5000	OTHER OPERATING EXP & SERVICES		(43,991)
<b>Total Reference B015851</b>		<b>\$(39,000)</b>	<b>\$(39,000)</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	To fd OEC faculty/rdg software proj 2094, tutoring svcs 2096		
<b>B015860</b>	<b>04/17/15</b>		
8600	STATE REVENUES	(274,548)	
5000	OTHER OPERATING EXP & SERVICES		(274,548)
<b>Total Reference B015860</b>		<b>\$(274,548)</b>	<b>\$(274,548)</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Career Tech Edu Enhancement Fd Budget for SCC		
<b>B015861</b>	<b>04/17/15</b>		
8600	STATE REVENUES	274,548	
1000	ACADEMIC SALARIES		13,804
2000	CLASSIFIED SALARIES		10,883
3000	EMPLOYEE BENEFITS		2,513
4000	SUPPLIES & MATERIALS		6,700
5000	OTHER OPERATING EXP & SERVICES		25,700
6000	CAPITAL OUTLAY		214,948
<b>Total Reference B015861</b>		<b>\$274,548</b>	<b>\$274,548</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Career Tech Edu Enhancement Fd Budget for SCC		
<b>B015864</b>	<b>04/20/15</b>		
8600	STATE REVENUES	(112,311)	
5000	OTHER OPERATING EXP & SERVICES		(112,311)
<b>Total Reference B015864</b>		<b>\$(112,311)</b>	<b>\$(112,311)</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Basic Skills Ini. 14/15 P1 Adj CEC		
<b>B015867</b>	<b>04/20/15</b>		
8600	STATE REVENUES	(74,874)	
5000	OTHER OPERATING EXP & SERVICES		(74,874)
<b>Total Reference B015867</b>		<b>\$(74,874)</b>	<b>\$(74,874)</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Basic Skills Ini. 14/15 P1 Adj SAC		

**Fund 79: Diversified Trust Fund**

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

From 04/01/2015 To 04/30/2015

Board Meeting on 05/26/2015

<b>BUDGET INCREASES AND DECREASES</b>		<b>Revenue</b>	<b>Appropriation</b>
<b>B015936</b>	<b>04/29/15</b>		
8800	LOCAL REVENUES	18,000	
2000	CLASSIFIED SALARIES		20,000
4000	SUPPLIES & MATERIALS		11,700
5000	OTHER OPERATING EXP & SERVICES		28,419
6000	CAPITAL OUTLAY		87,800
7900	RESERVE FOR CONTINGENCIES		(129,919)
<b>Total Reference B015936</b>		<b>\$18,000</b>	<b>\$18,000</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Adj budget to cover 14/15 exps		

**RECOMMENDATION**

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

4.2 (7)

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

To:	Board of Trustees	Date: May 26, 2015
Re:	Approval of Public Hearing – 2015/2016 Tentative Budget	
Action:	Request for Approval	

**BACKGROUND**

The California Code of Regulations, Title 5, Section 58305 requires adoption of a Tentative Budget on or before the first day of July each year. This is operationally necessary to continue timely payments to employees and vendors until a State Budget Act is approved by the legislature.

**ANALYSIS**

In so doing, we request that the District hold a public hearing on the Tentative Budget for the 2015/2016 fiscal year at the June 15, 2015 Board of Trustees meeting prior to approving the Tentative Budget. Although the California Code of Regulations, Title 5, Section 58305, does not require that the Board of Trustees conduct a public hearing on the Tentative Budget, it is our District's practice to hold a public hearing for both the Tentative and Adopted Budgets.

The budget will be available for public display and review June 9<sup>th</sup> through June 11<sup>th</sup> at the District Office, 2323 N. Broadway, on the 4<sup>th</sup> floor reception area between the hours of 8:00 a.m. and 5:00 p.m.

It is anticipated that the proposed Adopted Budget will be presented at the September 14, 2015 Board of Trustees meeting.

**RECOMMENDATION**

It is recommended the Board of Trustees hold a public hearing on the 2015/2016 Tentative Budget at the meeting on June 15, 2015.

Fiscal Impact:	None	Board Date: May 26, 2015
Prepared by:	Adam M. O'Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: May 26, 2015
Re:	Adoption of Resolution No. 15-12 – Delegation of Authority to the Vice Chancellor of Business Operations/Fiscal Services to Award Bid #1260 and Execute Necessary Agreements Contingent Upon City Approval for the Centennial Education Center Parking Lot Improvements Project	
Action:	Request for Adoption	

**BACKGROUND**

The Rancho Santiago Community College District (District) and the City of Santa Ana (City) currently have an existing Original Lease Agreement entered into on November 5, 1979 between the parties for the District’s use of a portion of the City’s Centennial Regional Park property to provide public and recreational facilities and services located at 2000 West Edinger Avenue, Santa Ana also referred to as the Centennial Education Center (CEC).

**ANALYSIS:**

In accordance with the California Uniform Public Construction Cost Accounting Act, Bid #1260 for resurfacing and striping of the parking lots at the Centennial Education Center (CEC) was released February 3, 2015 and a Notice Calling for Bids was sent to twenty-three (23) contractors from the District maintained qualified contractors list on February 3, 2015.

A mandatory job walk was held on February 17, 2015. Bids were opened on March 3, 2015 for resurfacing and striping of the parking lots at the Centennial Education Center (CEC) as noted on the attached Bid Results form. The District received eight (8) bids for the project. JB Bostick Company, Inc. (Anaheim) submitted the lowest responsive bid for the amount of \$167,700. District staff has conducted a due diligence review to ensure compliance with license requirements. The bid award for the project is contingent upon agreement by the City to commence with the project prior to June 2, 2015 and that any necessary agreements are retained from the City.

Resolution No. 15-12 delegates authority for award of Bid #1260 to the Vice Chancellor of Business Operations/Fiscal Services and execute necessary agreements contingent upon City approval for the Centennial Education Center Parking Lot Improvements project. Legal counsel, Hugh Lee, has reviewed and approved the resolution.

This project will take place during summer 2015, however the exact schedule of contract start and contract duration will be determined once the District receives the approval from the City.

This project is funded by Capital Facilities fund.

**RECOMMENDATION:**

It is recommended that the Board of Trustees adopt Resolution Adoption of Resolution No. 15-12 – Delegation of Authority to the Vice Chancellor of Business Operations/Fiscal Services to Award Bid#1260 and Execute Necessary Agreements Contingent Upon City Approval for the Centennial Education Center Parking Lot Improvements Project as presented.

Fiscal Impact: :	\$167,700	Board Date: May 26, 2015
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**BEFORE THE GOVERNING BOARD OF THE  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**RESOLUTION FOR DELEGATION OF AUTHORITY TO THE VICE CHANCELLOR  
OF BUSINESS OPERATIONS/FISCAL SERVICES TO AWARD BID#1260 AND  
EXECUTE NECESSARY AGREEMENTS CONTIGENT UPON CITY APPROVAL FOR  
THE CENTENNIAL EDUCATION CENTER PARKING LOT IMPROVEMENTS  
PROJECT**

**RESOLUTION NO. 15-12**

**WHEREAS**, the Rancho Santiago Community College District (“District”) and the City of Santa Ana (“City”) currently have an existing Original Lease Agreement entered into on November 5, 1979 between the parties for the District’s use of a portion of the City’s Centennial Regional Park property to provide public and recreational facilities and services located at 2000 West Edinger Avenue, Santa Ana also referred to as the Centennial Education Center (“CEC”);

**WHEREAS**, the District desires to conduct various improvements for the parking lots located at CEC 2900 West Edinger Ave., Santa Ana, CA 92704 (“Parking Lots”);

**WHEREAS**, the Parking Lots are in poor condition and the District has concerns over the on-going safety and maintenance of said Parking Lots;

**WHEREAS**, the City is responsible for maintenance of Parking Lots under the terms of the original lease agreement;

**WHEREAS**, the District currently utilizes portions of the Parking Lots and wishes to undertake maintenance and construction related improvements to said Parking Lots (“Project”);

**WHEREAS**, in accordance with the California Uniform Public Construction Cost Accounting Act, Bid #1260 for resurfacing and striping of the parking lots at the Centennial Education Center (CEC) was released February 3, 2015 and a Notice Calling for Informal Bids was sent to twenty-three (23) contractors from the District maintained qualified contractors list on February 3, 2015;

**WHEREAS**, a mandatory job walk was held on February 17, 2015;

**WHEREAS**, bids were opened on March 3, 2015 for resurfacing and striping of the parking lots at the Centennial Education Center (CEC) Project;

**WHEREAS**, the District received eight (8) bids for the Project;

**WHEREAS**, JB Bostick Company, Inc. (Anaheim) submitted the lowest responsive bid for the amount of \$167,000 for the Project and District staff has conducted a due diligence review to ensure compliance with license requirements;

**WHEREAS**, the District recommends awarding the bid to JB Bostick;

**WHEREAS**, the City has yet to agree to allow the District to commence with the Project and grant the District a Right of Entry to conduct said improvements;

**WHEREAS**, the District desires to cost share and/or finance in advance the improvements for such Project with reimbursement from the City;

**WHEREAS**, the District has sent to the City the attached Exhibit "A" Draft Parking Lot Improvements and Right of Entry Agreement for the City's consideration and approval;

**WHEREAS**, the bid will expire on June 3, 2015 and the Project will not be able to be completed within the summer schedule as planned if not awarded prior to June 3, 2015;

**NOW, THEREFORE, BE IT RESOLVED**, the Governing Board of the Rancho Santiago Community College District does hereby find, resolve, determine, and order as follows:

**Section 1.** That all of the recitals set forth above are true and correct, and the Board so finds and determines.

**Section 2.** That the Governing Board delegates to Peter Hardash, Vice Chancellor, Business Operations/Fiscal Services per Education Code Section 81655 the authority to execute any and all necessary agreements associated with the award of Bid #1260 and to otherwise fulfill the intent of this Resolution.

**Section 3.** The bid award for the Project is contingent upon agreement by the City to commence with the Project prior to June 2, 2015 and that any necessary agreements are retained from the City.

**Section 4.** That if such agreements are not retained by June 2, 2015, Vice Chancellor of Business Operations/Fiscal services has been delegated the authority to reject Bid #1260, as Bid #1260 expires on June 3, 2015 and that the Project would have to be rescheduled and rebid at a later date.

**APPROVED, PASSED AND ADOPTED** by the Governing Board of the Rancho Santiago Community College District this 26<sup>th</sup> of May, 2015, by the following vote:

AYES:	<u>6 Trustees: Barrios, Hanna, labrado, Mendoza Yanez, Solorio, Yarbrough</u>
NOES:	<u>0 Trustees</u>
ABSENT:	<u>1 Trustee: Alvarez</u>
ABSTAINED:	<u>0 Trustees</u>

I, Lawrence R. Labrado , President of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.

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President of the Board of Trustees  
Rancho Santiago Community College District

I, John Hanna , Clerk of the Board of Trustees of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Trustees of the Rancho Santiago Community College District Governing Board at a regular meeting thereof held on the 26th of May, 2015, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Rancho Santiago Community College District Governing Board this 26th day of May, 2015.

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Clerk of the Board of Trustees  
Rancho Santiago Community College District

**EXHIBIT "A"**

**PARKING LOT IMPROVEMENTS AGREEMENT AND RIGHT OF ENTRY**

**BETWEEN**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**and**

**CITY OF SANTA ANA**

This Agreement ("Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 2015 ("Effective Date") by and between the Rancho Santiago Community College District ("District") and the City of Santa Ana ("City") (collectively the "Parties" or individually the "Party") for the provisions and cost sharing of certain roadway improvements.

WHEREAS, the District plans to conduct various improvements for the parking lots located at Centennial Education Center (CEC) 2900 West Edinger Ave., Santa Ana, CA 92704 (the "Parking Lots").

WHEREAS, the District and City currently have an existing Original Lease Agreement entered into on November 5, 1979 between the parties for use of a portion of the Centennial Regional Park property to provide public and recreational facilities and services.

WHEREAS, the City is responsible for maintenance of Parking Lots under the terms of the original lease agreement.

WHEREAS, the District currently utilizes portions of the Parking Lots and wishes to undertake maintenance and construction related improvements to said Parking Lots, as identified in Exhibit "A".

WHEREAS, the District and City desire to cooperate in the financing certain improvements on the Parking Lots, as more particularly identified in the summary scope of work attached hereto as Exhibit "B" ("Project").

WHEREAS, the Parties have designated the District as lead agency for the Project and therefore the District will perform the Project with the cooperation and reimbursement of the City, as described herein.

WHEREAS, the City authorizes the District to enter the Parking Lot properties as identified in Exhibit "A" for the purpose of performing the activities necessary to complete the work as described in Exhibit "B".

WHEREAS, the District and City wish to set forth in this Agreement the terms and conditions for the planning, implementing and financing of the Project.

NOW THEREFORE, in consideration of the foregoing recitals, there Parties hereto agree as follows:

## **I. THE PROJECT**

1. Definition. The Project shall consist of the parking lot improvements and all related construction work necessary to complete the Project as set forth herein and described in Exhibit “B”. The “Project” shall refer to all work, equipment, and services necessary to complete the work on the City Parking Lots for the Project.

2. Cost. The cost of the Project shall include all costs incurred by the District to complete the Project, including, but not limited to, the cost of utility relocation, obtaining easements, rights-of-way and rights of entry from private parties, cost of labor and materials for construction of the Project and associated costs. Cost of the Project shall not include administrative time associated with the Project by District and/or City employees. The Cost of the Project shall be shared between the two parties with contributions of 50% by the City and 50% by the District. The current initial estimated cost to complete the project is outlined in Exhibit “B” at \$167,000.

3. City Cost. The initial estimated cost to complete the Project (“Estimated Project Cost”) is One Hundred Sixty Seven Thousand Dollars (\$167,000). At the completion of the Project and/or upon the Filing of a Notice of Completion, City shall immediately issue payment to the District in an amount equal to 50% of the total costs of the Project. Based on the Estimated Project Cost, the City’s payment will be \$83,500 (“Estimated City Cost”).

4. City Completion Costs. The City recognizes the Estimated City Cost is the District’s initial estimate of the cost to complete the Project based on the District’s good faith assessment of the Project, the Parking Lot, and the requirements to complete the Project as known to the District at the time of this Agreement’s execution. In addition to the Estimated City Cost, the City shall be responsible of reimbursing the District for all additional costs to complete the Project, which shall include the remainder of the Estimated City Cost as well as additional cost necessary to complete the Project, including, but not limited to, any costs associated with unforeseen or changing conditions, work required to address any underground conditions or other conditions not readily visible to the District, unanticipated costs required to complete the Project, or any other costs outside the scope of the Project necessary to complete the Project for any reason (“City Completion Cost”). The City Completion Costs shall also include “soft costs,” which include any payments to architects or consultants for costs of inspections, surveys, tests, and landscaping not included or contemplated in the Project’s scope of work for the Parking Lots and any design, engineering, construction, inspection, technical consultants, surveys, testing, and project management associated with the City Completion Costs set forth herein.

5. City Reimbursement. Once the District completes the project and/or upon the filing of a Notice of Completion, the District shall issue an invoice of the City Completion Costs incurred to date to the City describing the City Completion Costs and identifying the amount of the City Completion Costs owed. The City shall issue payment directly to the District within thirty (30) days of receipt of any City Completion Cost invoice. Any such City Completion

Cost, shall be considered the “City Share” to complete the Project. By entering into this Agreement, City confirms that it has, and will provide, all funds necessary to timely and fully make any payment requested by the District pursuant to this Section. Failure by City to timely make any payment pursuant to this Section shall constitute a material breach of this Agreement and shall subject City to termination as set forth in Article VII below.

6. Property Claims. The City represents that it is the sole owner of the City Parking Lots and has the authority to permit the District to complete all work necessary to complete the Project. Thus, the City shall address, and be solely responsible for, any dispute or issue that arises regarding the City Parking Lots, including ownership rights and any complaint regarding the work performed pursuant to this Agreement. The City shall also indemnify the District from any claim or action arising out of the City Parking Lots, as set forth in Article V below. The City recognizes that the District shall have final control over the implementation of the Project, including the means and methods of construction and the resulting final products. Nothing in this Agreement shall be construed as granting the City any control or authority over the construction of the Project, including the Project, and City shall have no right to withhold any payment owed pursuant to this Agreement based on any dispute or disagreement over the District’s implementation or completion of the Project.

## **II. RESPONSIBILITIES OF THE PARTIES**

### **1. City Agrees:**

- a. To promptly pay the City Share, as identified in Article I above.
- b. To grant all necessary easements, rights-of-way and right of entry agreements in or around any City property as needed to construct the Project and shall assist the District in obtaining permission from any agency, entity, or individual that the District determines, at its sole discretion, is required to construct the Project.
- c. To assist the District with obtaining all necessary permits and approvals required to complete the Project and to make adjustments to any and all public utilities and public utility connections in and along the Project to enable the District to complete the Project and as required to serve the completed Project including, but not limited to, storm drains, water lines, sewer lines and dry utilities.
- d. To assist the District with any issue, dispute or question that arises from any person, entity, or agency with respect to the Project including, but not limited to, any dispute regarding the ownership rights in the Property or any conflict as to the type, manner, or requirements of the improvements of the City Property.

### **2. District Agrees:**

- a. To cause to be produced all the required documents required to complete the Project, including any construction documents, easements, rights-of-way and right of entry agreements as necessary to complete the Project.

- Exhibit "B".
- b. To cause the completion of the Project, as set forth herein and specifically Exhibit "B".
  - c. To pay for the costs of the Project that do not qualify as the City Share.
  - d. To provide the City with monthly expense summaries that itemizes the City Completion Costs.
  - e. To administer the Project in accordance with all applicable federal, state or local statutes, ordinances, orders, governmental requirements, laws or regulations, including but not limited to the local agency public construction codes, California Labor Code, California Education Code and California Public Contract Code.

### **III. CHANGES TO SCOPE OF WORK/PROJECT BUDGET**

1. The District, at its sole discretion, may change or adjust the Project and/or the scope of work if necessary as the result of changing conditions, unforeseen conditions, or cost considerations. The District shall provide written notification to City if any such change becomes necessary as to the Parking Lots and the City shall work with the District as necessary to implement any change determined to be necessary by the District. The City shall be responsible for any and all additional costs to complete the Project, including any cost associated with any change that the District determines, at its sole discretion, and is necessary to complete the Project. Any such costs shall be deemed part of the City Completion Costs and paid in accordance with Article I, Section 4 above.

### **IV. OWNERSHIP AND TITLE TO PROJECT; AUDIT**

- 1. Ownership and title to all improvements installed as part of the Project will vest with the City to the extent they are located in City property and no further agreement will be necessary to transfer ownership.
- 2. The Parties agree to retain, or cause to be retained, for audit purposes, for three (3) years from the date of filing a Notice of Completion for each portion of the Project all records related to that portion of the Project.

### **V. INDEMNIFICATION**

- 1. District agrees to defend, indemnify and hold harmless City, its officials, officers, employees and agents from any and all liability from loss, damage or injury to property or persons, in any manner arising out of any negligent acts, omissions or willful misconduct of the District arising out of or in connection with District's performance of this Agreement.
- 2. City agrees to defend, indemnify and hold harmless District, its officials, officers, employees and agents from any and all liability from loss, damage or injury to property or persons, in any manner arising out of or in connection with City's performance of this Agreement. Specifically, City shall indemnify the District pursuant to this section if any party alleges the Project, as articulated herein, violates their rights as to the Parking Lots or any adjacent Property.

## VI. INSURANCE

1. District and City shall all be listed as additionally insured on all insurance policies obtained in conjunction with this Project.

## VII. TERMINATION

1. This Agreement shall terminate upon the filing of a Notice of Completion for all portions of the Project or upon the mutual consent of the Parties.

2. If a Party breaches any of the terms of this Agreement, the Non-Breaching Party may issue written notice which describes the breach, identifies the portion of this Agreement that has been breached, and explains how the breach should be rectified in accordance with this Agreement. If the Breaching Party fails to rectify the Breach within twenty (20) days of the written notice, the Non-Breaching Party may terminate this Agreement upon written notification to the Breaching Party. If the City is the Breaching Party, the District shall be entitled to immediate reimbursement from the City for any cost incurred by the District to initiate or complete the Project, including any costs associated with City's breach of the Agreement and any legal fees or consultant fees necessary to assess the City's breach. Further, upon City breach, the District may alter, revise, or reduce the Project as it sees fit or abandon the Project. If the District is the Breaching the Party, the City may seek the reimbursement of the City Share already paid to the District.

## VIII. MISCELLANEOUS

1. Notice. Any notice, request, information or other document to be given hereunder to any of the parties by any other parties shall be in writing and shall be deemed given and served upon delivery, if delivered personally or through facsimile, or three (3) days after mailing if sent by certified mail, postage prepaid, as follows:

To District:

Carri M. Matsumoto, Assistant Vice Chancellor  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
2323 North Broadway, Ste 112-3  
Santa Ana, CA 92706-1640

With copy to: ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Attn: Stephen M. McLoughlin  
12800 Center Court Dr., Suite 300  
Cerritos, CA 90703  
Fax: (562) 653-3333

To City:

CITY OF SANTA ANA  
[Insert Contact]

With copy to: [Insert Contact]

2. Attorneys' Fees; Litigation. In the event of a dispute under this Agreement, each Party shall bear its own attorneys' fees and costs.

3. Binding on Heirs. This Agreement shall be binding upon the Parties hereto and their respective heirs, representatives, transferees, successors, and assigns.

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

5. Entire Agreement, Waivers and Amendments. This Agreement incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to all or part of the subject matter thereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged. Any amendment or modification to this Agreement must be in writing and executed by all of the Parties hereto.

6. Exhibits. All exhibits and attachments to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

7. Interpretation: Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both Parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

8. Authority. The person(s) executing this Agreement on behalf of the Parties hereto warrant that: (a) such Party is duly organized and existing, (b) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (c) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (d) the entering into this Agreement by a Party does not violate any provision of any other agreement to which said Party is bound.

9. Execution in Counterpart. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

10. Conflicts of Interest. No director, officer, official, representative, agent or employee of any Party shall have any financial interest, direct or indirect, in this Agreement.

11. Rights and Remedies are Cumulative. Except as may be otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of its right or remedies shall not preclude the exercise by it, at the same time or at different times, of any other rights or remedies for the same default or any other default by another Party or Parties.

12. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of any Party the Agreement shall forthwith be physically amended to make such insertion or correction.

13. Cooperation. The Parties acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to complete the objectives and requirements that are set out in this Agreement. The Parties hereby agree to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete the objectives and requirements set forth herein in accordance with the intent of the Parties as evidenced in this Agreement.

14. Ambiguities not to be Construed against Drafting Party. The doctrine that any ambiguity contained in a contract shall be construed against the party whose counsel has drafted the contract is expressly waived by each of the Parties hereto with respect to this Agreement.

15. Nonliability of Officials. No officer, member, employee, agent, or representative of the Parties shall be personally liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon, shall be personally enforced against any such officer, official, member, employee, agent, or representative.

**[SIGNATURES ON THE NEXT PAGE]**

**IN WITNESS WHEREOF**, this Agreement has been executed as of the Effective Date.

**RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT**

By: \_\_\_\_\_  
Peter Hardash, Vice Chancellor of Business  
Operations and Fiscal Services

**APPROVED AS TO FORM:**

**ATKINSON, ANDELSON, LOYA, RUUD & ROMO**

By: \_\_\_\_\_  
Stephen M. McLoughlin, Esq., legal counsel for  
Rancho Santiago Community College District

**CITY OF SANTA ANA**

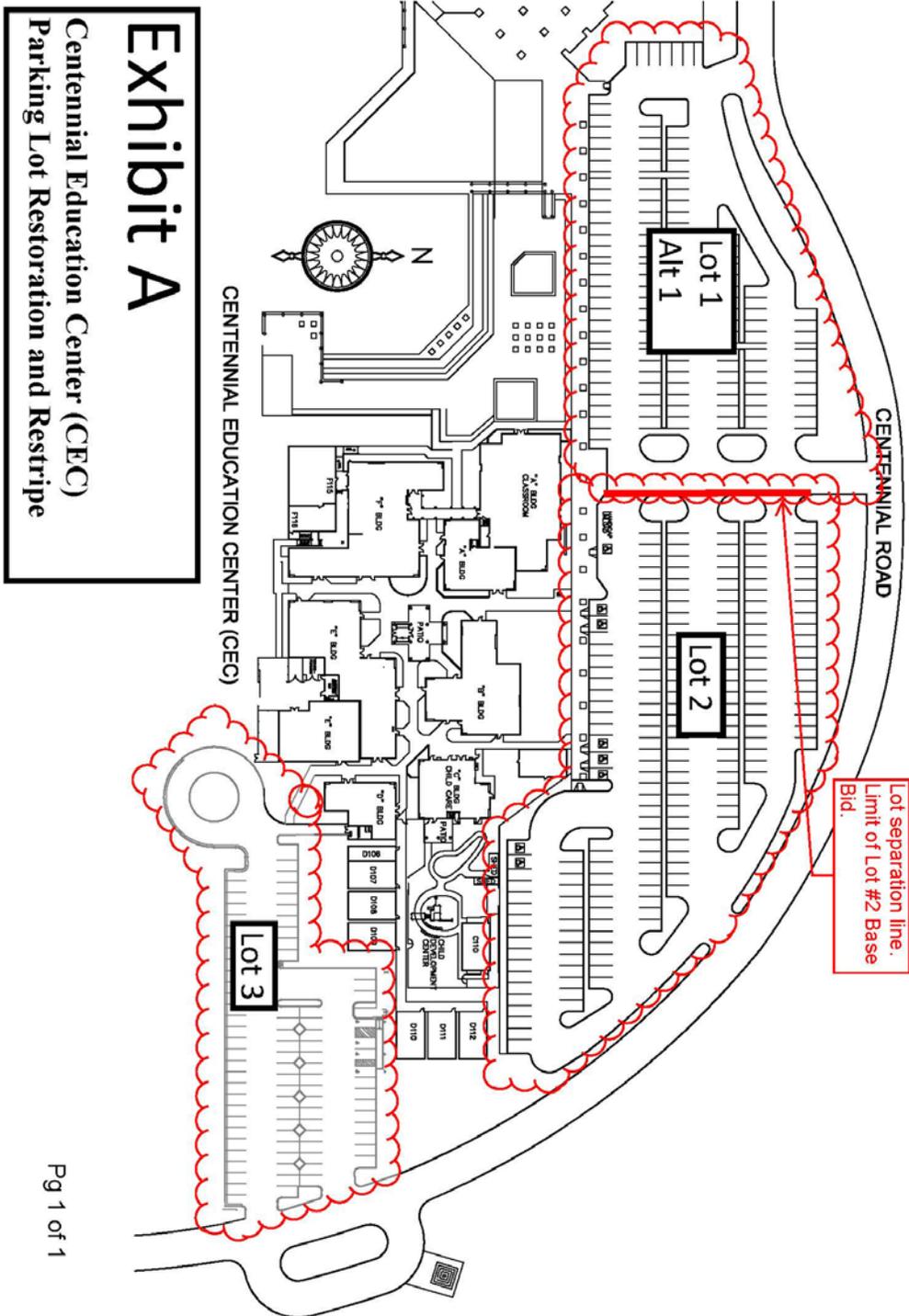
By: \_\_\_\_\_

Its: \_\_\_\_\_

DRAFT

**EXHIBIT "A"**

**DESCRIPTION OF THE PARKING LOTS**



**Exhibit A**  
Centennial Education Center (CEC)  
Parking Lot Restoration and Restripe

## **EXHIBIT "B"**

### **DESCRIPTION OF THE PROJECT SCOPE OF WORK**

#### **Centennial Education Center (CEC) Parking Lot Restoration and Restripe**

**Location: Area of work is located at Rancho Santiago Community College District's Centennial Education Center at 2900 W. Edinger Ave. Santa Ana, Ca. 92704.**

Restoration and restriping of the parking lot areas to the North and East of the CEC Buildings. Refer to Exhibit B for details.

Project duration is 44 calendar days from April 3 – May 17, 2015. The work is to be completed in 3 Phases. Phase 1 - April 3-12, 2015 for the asphalt removal, replacement and overlay. Phase 2 – Asphalt cure time. There will be no work activities during Ph 2. Phase 3 – May 16 – 17, 2015 for the application of the slurry seal and parking lot striping. In the event of scheduling conflicts or inclement weather during April 3-12, 2015 which does not allow for the removal, replacement and overlay work to be completed, the work will be re-scheduled to take place between June 8 and July 19, 2015. District to bare no increase in project cost due to re-scheduling of the work from April to June.

Parking Lots #1(Alt 1) and #2 are to have the damaged AC removed and replaced with new 4" asphalt . A new 1.5" asphalt overlay is to be applied to the entire asphalt surface of Parking Lots #1(Alt 1) and #2. New parking stall striping and red Fire lane stencil and red curb to meet Fire Department requirements. The required AC repairs, slurry and striping work for Parking Lot #1 is to be included in Additive Alternate #1.

- a. Saw-Cut and Remove existing damaged asphalt to a total depth of (4) inches and haul away spoils to a legal dumpsite. Refer to Exhibit C for limits and locations of asphalt removals and replacements.
- b. Compact soil at removal locations to 95% prior to placement of (4) inches of new hot asphalt. Roll and Compact.
- c. Clean existing asphalt surface and mill (grind) along edges to a total depth of (1.5) inches and haul away spoils. Provide smooth transitions from new paving to existing surfaces.
- d. Install leveling course with hot asphalt as needed.
- e. Clean and crack fill existing asphalt surface of Parking Lots #1(Alt 1) and #2, apply tack coat and Machine overlay entire asphalt area with (1.5) inches of hot asphalt, roll and compact.
- f. Raise manholes and water valves up to new grade elevation set in concrete.
- g. Edges tapered to meet existing to maintain water drainage as best as possible
- h. Apply 2 coats of slurry seal after new asphalt overlay has cured 30 days. Slurry seal coats are to be installed on the first Saturday and Sunday after the 30 day cure time of the new asphalt. All premium wage rates for weekend work are to be included in the base bid

amount.

- i. Restripe parking stalls and re-stencil back to original layout. Parking stalls shall not be less than eight (8) feet six (6) inches wide and eighteen feet(18') long with single stripe. All striping work is to be completed on the Saturday or Sunday immediately following the application of the seal coat. All premium wage rates for weekend work are to be included in the base bid amount.
- j. Provide temporary parking lot striping at handicap stalls after placement of new asphalt and prior to application of the new slurry seal.
- k. Paint Fire lane stencil and red curb to meet Fire Department requirements.

Parking Lot 3 is to receive 2 coats of slurry seal, parking stall striping, Fire lane stencil and red curb to meet Fire Department requirements.

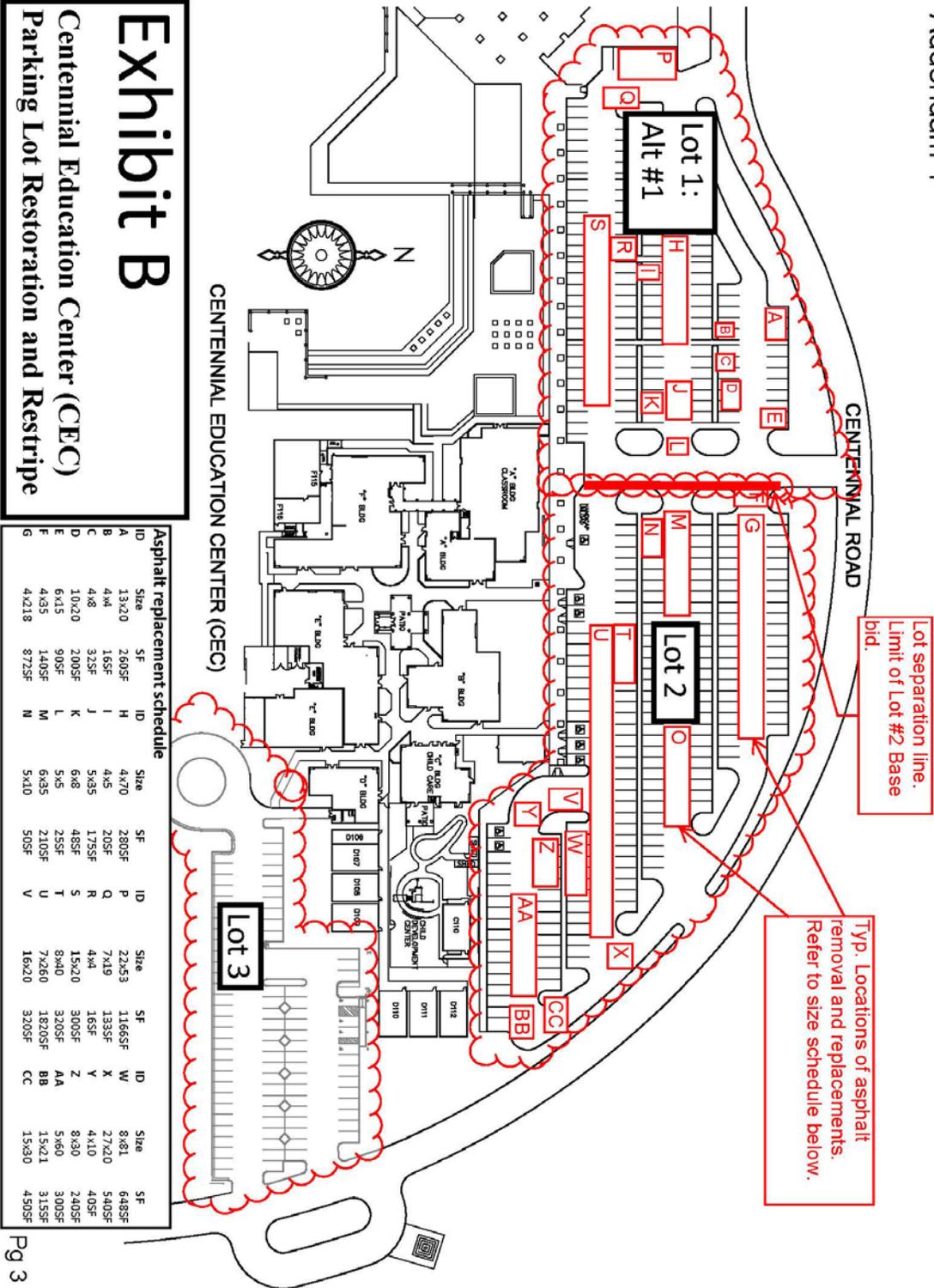
- l. Apply 2 coats of slurry on the entire lot.
- m. Restripe parking stalls and re-stencil back to original layout.
- n. Paint Fire lane stencil and red curb to meet Fire Department requirements.

Provide traffic and pedestrian control for the duration of the project and as required to protect the new surface from vehicle and pedestrian traffic.

**EXHIBIT "B"**

**DESCRIPTION OF PATCHING LIMITS**

Addendum 1



**Exhibit B**  
**Centennial Education Center (CEC)**  
**Parking Lot Restoration and Restripe**

Lot separation line.  
 Limit of Lot #2 Base bid.

Typ. Locations of asphalt removal and replacements. Refer to size schedule below.

**EXHIBIT "B"**

**BID RESULTS**

 RANCHO SANTIAGO Community College District 2323 North Broadway Santa Ana, CA 92706-1640		<b>Exhibit B</b>	
<b>FACILITY PLANNING</b>			
<b>BID RESULTS:</b>			
<b>BID # 1260</b>		<b>PROJECT: Parking Lots Resurface and Stripe at Centennial Education Center</b>	
<b>Addendum Issued: 1</b>		<b>DUE DATE: March 3, 2015</b>	
<b>BIDDER</b>	<b>TOTAL BASE BID AMOUNT</b>	<b>ADD ALTERNATE #1</b>	<b>TOTAL BID AMOUNT</b>
JB Bostick Company, Inc. 2870 East La Cresta Anaheim, CA 92806	\$103,000.00	\$64,700.00	\$167,700.00
Mission Paving and Sealing, Inc. 12747 Schabarum Avenue Irwindale, CA 91706	\$116,125.00	\$62,370.00	\$178,495.00
Century Paving, Inc. 14630 East Firestone Boulevard La Mirada, CA 90638	\$117,700.00	\$56,450.00	\$174,150.00
Sanders Paving, Inc. 10645 Stanford Avenue, #B Garden Grove, CA 92840	\$132,900.00	\$87,500.00	\$220,400.00
NPG Corporation P.O. Box 1515 Perris, CA 92571	\$148,000.00	\$89,000.00	\$237,000.00
Ben's Asphalt, Inc. 2200 South Yale Street Santa Ana, CA 92704	\$150,379.00	\$78,934.00	\$299,313.00
Arrow Parking Lot Service, Inc. 5030 Gayhurst Avenue Baldwin Park, CA 91706	\$157,900.00	\$82,300.00	\$240,200.00
Excel Paving Company 2230 Lemon Avenue Long Beach, CA 90806	\$269,000.00	\$115,000.00	\$384,000.00
<b>8 TOTAL BIDDERS</b>			

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

To:	Board of Trustees	Date: May 26, 2015
Re:	Approval of Amendment to Agreement with Xpera Group for Specialized Consulting Services for the Chavez Building Renovation Project at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

This is an amendment to an existing agreement with Xpera Group for an extension of time only. The District is still investigating the building envelope and Xpera Group is providing specialized professional consulting services which includes a building envelope forensic investigation, design assistance and construction observation consulting services for the Chavez Building Renovation Project at Santa Ana College. The Board previously approved an agreement with Xpera Group on March 10, 2014 based on Request for Proposal RFP # 1314-27 for specialized consulting services for the Chavez Building. The District still needs additional time for the investigation and would like to extend the time. No additional costs are requested or needed at this time.

**ANALYSIS:**

The amendment of this agreement is to extend the contract duration for time only to continue to work with the District on the investigation of the building envelope, concrete slab, and to develop recommendations on further scope of work. The services covered by this agreement commenced on March 11, 2014 and the new end date has been revised from June 30, 2015 to December 31, 2018. There are no additional costs for the time extension.

This agreement is funded by Measure E.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the amendment to the agreement with Xpera Group for Specialized Consulting Services for the Chavez Building Renovation Project as presented.

Fiscal Impact:	None	Board Date: May 26, 2015
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

# Board Agreement Summary

**Board Date: 5/26/15**

**Project: Chavez Hall Renovation**

**Site: Santa Ana College**

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**Consultant: Xpera Group, Inc.**

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**Type of Service: Forensic Investigation, Design Assistance and Construction Observation**

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<b>Agreement Summary</b>	<b>No.</b>	<b>Amount</b>	<b>Reimbursables</b>	<b>Duration</b>	
				<b>Start</b>	<b>End</b>
Contract Amount		\$75,200.00	\$ 5,000.00	4/7/2014	6/30/2015
Amendment #1		none		4/7/2014	12/31/2018
<b>Total Agreement Amount</b>		<b>\$80,200.00</b> <i>(Not to exceed)</i>			

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**DESCRIPTION:**

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Amendment #1 for time only

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**Total Proposed Amount:** **N/A**

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**Contract End Date:** **12/31/2018**

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

To:	Board of Trustees	Date: May 26, 2015
Re:	Award of Bid #1251 for Exterior Painting at Building E (Fitness), Building L (Library), Building T (Tech), Building R (Russell Hall) and Building B (Middle College) at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

The exterior painted plaster, metal, Concrete Masonry Unit (CMU) and wood surfaces of Building E (Fitness), Building L (Library), Building T (Tech), Building R (Russell Hall) at Santa Ana College are in poor condition and in need of repainting to preserve and enhance the integrity of the exterior building appearance. This painting project is part of the Santa Ana College's Scheduled Maintenance plan.

**ANALYSIS:**

In accordance with the California Uniform Public Construction Cost Accounting Act, Bid #1251 for Exterior Painting at Buildings E, L, T, R and B at Santa Ana College was released and a Notice Calling for Bids was sent to one hundred four (104) contractors from the District maintained qualified contractors list on March 18, 2015.

A mandatory job walk was held on April 1, 2015. Bids were opened on April 14, 2015 as noted on the attached bid results form. The District received seventeen (17) bids for the project. Cam Painting, Inc. (Bell Canyon) submitted the lowest bid. However, within the three day bid protest period Cam Painting, Inc. provided a formal letter, requesting withdrawal of Bid #1251. After review of CAM Painting, Inc.'s request by legal counsel, Hugh Lee, the District recommends accepting the withdrawal of Bid #1251 by CAM Painting Inc. due to a clerical error. The District recommends moving forward with an award to the second lowest bidder Painting & Décor, Inc. (Orange) for the base bid amount of \$238,800 and alternate bid #1 amount of \$29,000 for the painting of Building B (Middle College) for a total of \$267,800. Alternate #2 is not accepted as the College has decided to remove this scope of work from the bid, which was for painting of signs and logos, and will proceed at a later date. District staff has conducted a due diligence review to ensure compliance with license requirements. After review of the project bids received, it is recommended moving forward with award of the work for base bid and alternate #1 for Bid #1251 to Painting & Décor, Inc.

The anticipated construction start will be June 18, 2015 with an estimated construction duration of 46 days. The anticipated completion of construction end is August 3, 2015.

The project is funded by Scheduled Maintenance and Non-Resident Tuition.

**RECOMMENDATION:**

It is recommended that the Board approve the award of Bid #1251 to Painting & Décor, Inc. for the Exterior Painting at Building E (Fitness), Building L (Library), Building T (Tech), Building R (Russell Hall) and Building B (Middle School College) at Santa Ana College as presented.

Fiscal Impact:	\$267,800 (including alternate #1)	Board Date: May 26, 2015
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D, Chancellor	



**FACILITY PLANNING**

**BID RESULTS:**

**BID #1251**  
**Addendum Issued: 1**

**PROJECT: Buildings (B), E, L, R, T Exterior Painting at**  
**Santa Ana College**

**DUE DATE:**  
**April 14, 2015**

BIDDER	Total Base Bid	Add Alternate #1	Add Alternate #2
<b>Withdrawn</b>			
Cam Painting, Incorporated 29 Hackamore Lane Bell Canyon, CA 91307	\$188,000	\$58,000	\$100
Painting & Décor, Incorporated P.O. Box 5926 Orange, CA 92863	\$238,800	\$29,000	\$7,300
Color New Company 23645 Marylee Street Woodland Hills, CA 91367	\$251,000	\$24,000	\$11,000
Kronos Painting, Incorporated 8444 Albia Street Downey, CA 90242	\$255,000	\$75,000	\$7,000
Astro Painting Company, Incorporated 2988 South Citrus Street West Covina, CA 91791	\$260,500	\$29,500	\$6,000
Tony Painting 7291 Garden Grove Boulevard, Suite A Garden Grove, CA 92841	\$270,300	\$44,150	\$12,500
Interlog Corporation 1295 North Knollwood Circle Anaheim, CA 92801	\$279,791	\$26,729	\$6,500
Omega Construction Construction, Incorporated P.O. Box 7038 Northridge, CA 91327	\$320,800	\$32,000	\$11,500
Alpha Décor & Painting, Incorporated 5392 Barwood Drive Huntington Beach, CA 92649	\$340,000	\$68,000	Not Provided
Pacific Contractors Group, Incorporated 19025 Parthenia Street, Unit 22 Northridge, CA 91324	\$366,000	\$98,000	Not Provided



**FACILITY PLANNING**

**BID RESULTS:**

**BID #1251**  
**Addendum Issued: 1**

**PROJECT: Buildings (B), E, L, R, T Exterior Painting at**  
**Santa Ana College**

**DUE DATE:**  
**April 14, 2015**

<b>BIDDER</b>	<b>Total Base Bid</b>	<b>Add Alternate #1</b>	<b>Add Alternate #2</b>
C T G Construction, Incorporated 433 Leconvreur Avenue Wilmington, CA 90744	\$386,000	\$35,000	\$10,000
Prime Painting Contractors, Incorporated 17033 Gledhill Street Northridge, CA 91325	\$412,000	\$67,000	\$3,600
Everlast Builders 16654 Soledad Canyon Road, Unit 302 Canyon Country, CA 91387	\$420,000	\$40,000	\$15,000
GDL Best Contractors, Incorporated 7611 Greenleaf Avenue Whittier, CA 90602	\$432,000	\$33,746	\$6,000
Mear Construction, Incorporated 10722 Trask Avenue, Suite B Garden Grove, CA 92843	\$435,000	\$18,000	Not Provided
Fix Painting Company 23003 Ventura Boulevard Woodland Hills, CA 91364	\$443,000	\$57,000	\$19,000
Olympus Painting, Incorporated 7933 Gloria Avenue, Unit 9 Van Nuys, CA 91406	\$451,000	\$45,000	\$10,000

**17 TOTAL BIDDERS**

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

To:	Board of Trustees	Date: May 26, 2015
Re:	Approval of Change Order #1 for Bid #1242 for Roof Repairs for Building C (Fine Arts/Art Gallery), Building N (Music), Building P (Phillips Hall Theatre) and Building R (Russell Hall) at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

On September 8, 2014, the Board of Trustees approved a contract with Letner Roofing Company, Inc. for the Roof Repairs for Fine Arts/Art Gallery (C), Music (N), Phillips Hall Theatre (P) and Russell Hall (R) Buildings at Santa Ana College.

**ANALYSIS:**

Change Order #1 decreases the contract by \$7,894 which is a credit back to the District for unused allowance. The revised contract amount is \$401,106. Total change orders for the project are -1.9%.

Change Order #1 also extends the contract from December 30, 2014 to April 30, 2015 due to inclement weather delays. Application of the finish coating was scheduled to occur during Presidents' Holiday Break but then had to be rescheduled to occur during Spring Break. There were no cost increases due to the weather delays. Pursuant to Administrative Regulation 6600, staff has approved this change order.

This project was funded by Scheduled Maintenance.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve Change Order #1 for Bid #1242 for Roof Repairs for Buildings C (Fine Arts/Art Gallery), Building N (Music), Building P (Phillips Hall Theatre) and Building R (Russell Hall) at Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date: May 26, 2015
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



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

Board Date: May 26, 2015  
 Project No. Bid #1242  
 Site: Santa Ana College  
 Change Order (CO) No. : 1

Project Name: SAC - Buildings C, N, P & R Roof Repairs  
 Contractor: Letner Roofing  
 Contract #: PO#15-P0033528

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
10/10/2014	81	12/30/2014	0	121	4/30/2015

Change Order Summary				Allowance Budget	
Description	Number	Amount	% of Contract	Amount	
Original Contract Amount		\$409,000.00		\$20,000.00	
Previous Change Orders			0.0%	Used	\$12,106.00
Previous Change Orders			0.0%	<b>Balance</b>	<b>\$7,894.00</b>
Previous Change Orders			0.0%		
Previous Change Orders			0.0%		
<b>This Change Order</b>	<b>1</b>	<b>-\$7,894.00</b>	<b>-1.9%</b>		
<b>Total Change Order (s)</b>		<b>-\$7,894.00</b>	<b>-1.9%</b>		
<b>Revised Contract Amount</b>		<b>\$401,106.00</b>			

Items in Change Order								
Item No.	Description	Requester	Reason	Ext. Day	Credit	Add	Net	
1	Final reconciliation of unused allowance	District	2, 5	121	\$ (7,894.00)		\$ (7,894.00)	
					Subtotal	\$ (7,894.00)	\$ -	\$ (7,894.00)
					<b>Grand Total</b>			<b>\$ (7,894.00)</b>

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

4.7 (2)

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

To:	Board of Trustees	Date: May 26, 2015
Re:	Ratification of Award of Bid #1264 for Chavez Hall Windows Repairs at Santa Ana College	
Action:	Request for Ratification	

**BACKGROUND:**

The exterior caulking around the windows of Chavez Hall at Santa Ana College has been in place for 20 years and is exhibiting signs of deterioration and failure. As a result, the caulking joints at the window systems need to be removed and replaced in order to preserve the integrity of the building and enhance the exterior appearance. This caulking replacement project is part of the Santa Ana College's Scheduled Maintenance plan.

**ANALYSIS:**

In accordance with the California Uniform Public Construction Cost Accounting Act, Bid #1264 for Chavez Hall Windows Repairs project was advertised on April 3 and April 10, 2015 and a Notice Calling for Bids was sent to nine (9) contractors from the District's qualified contractors list on April 3, 2015.

A mandatory job walk was conducted on April 20, 2015. Bids were opened on May 4, 2015 as noted on the attached bid result form. The District received two (2) bids for the project. Kitson Contracting, Inc. (South Pasadena) submitted the lowest responsive bidder for the amount of \$157,734. District staff conducted a due diligence review to ensure compliance with license requirements. After review of the bids received, the District recommends approval of award of Bid #1264 to Kitson Contracting, Inc. The Vice Chancellor of Business Operations/Fiscal Services authorized the award of the contract, under the authority of CUPCAA, to Kitson Contracting, Inc.

The anticipated construction start will be June 20, 2015 with an estimated construction duration of 35 days. The anticipated completion of construction is July 25, 2015.

The project is funded by Scheduled Maintenance.

**RECOMMENDATION:**

It is recommended that the Board ratify the award of Bid #1264 to Kitson Contracting, Inc. for the Chavez Hall Windows Repairs at Santa Ana College as presented.

Fiscal Impact:	\$157,734	Board Date: May 26, 2015
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodriguez, Ph.D, Chancellor	



**RANCHO SANTIAGO**

Community College District

**Facility Planning**

2323 North Broadway, Rm 112

Santa Ana, CA 92706-1640

**BID RESULTS**

**BID #1264**

Addendums Issued: 1

**PROJECT:** Chavez Hall Windows Repairs  
(Caulking) at Santa Ana College

**DUE DATE:** May 4, 2015  
At 2PM

**BIDDER**

**TOTAL BID AMOUNT**

**Kitson Contracting, Incorporated**  
1151 El Centro Street, Suite E  
South Pasadena, Ca 91030

**\$157,734**

Slater Waterproofing, Incorporated  
5577 Arrow Highway  
Montclair, CA 91763

**\$240,540**

**2 TOTAL BIDDERS**

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

To:	Board of Trustees	Date: May 26, 2015
Re:	Approval of Agreement with Enovity, Inc. for Commissioning Consulting Services for the Energy Management Systems Upgrade at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

This is a new agreement with Enovity, Inc. for commissioning consulting services for the energy management systems (EMS) upgrade at Santiago Canyon College. The District is in need of an independent commissioning consultant to participate in design reviews, construction reviews and final commissioning to ensure the new open-protocol EMS software platform is complete and functioning properly upon occupancy. Commissioning services are required under Title 24 based on the scope, depth and breadth of the project. The project is currently under design, and the District is in need of commissioning services from a qualified firm. The consultant is to oversee and assist the District and College in the development of a plan that will ensure proper functional testing is undertaken for the systems, and that there is a long-term continuous plan which involves verification and measurement of performance to ensure the continued successful operations of the new energy management system.

**ANALYSIS:**

A Request for Proposal (RFP) #1415-104 for commissioning consulting services for the energy management systems upgrade at Santiago Canyon College was released April 20, 2015 to all six (6) pre-qualified firms with a due date of May 4, 2015. The District received four responses from 3QC (Newport Beach), Enovity (Irvine), Sindoni (Newport Beach), and Glumac (Irvine). A selection committee convened to review the proposals on May 5, 2015. Interviews were held on May 7, 2015 with Sindoni and Enovity. The selection committee recommends Enovity, Inc. after a thorough review based upon the culmination of their RFP response and responsiveness, qualifications, interviews, experience, team members, positive reference checks, approach to the project, fee, schedule, and knowledge and experience with integration and installation of an open-protocol energy management system. The committee reviewed the timeliness and completeness of responses; technical qualifications and competence; record of past performance; approach to work; ability to meet the anticipated schedule; and the ability to resource the project appropriately with cost control measures.

The services covered by this agreement shall commence May 27, 2015 and ends June 30, 2016.  
The contract is a not to exceed fee of \$61,200.

This project is funded by Scheduled Maintenance.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the contract with Enovity, Inc. for Commissioning Consulting Services for the Energy Management Systems Upgrade at Santiago Canyon College as presented.

Fiscal Impact:	\$61,200	Board Date: May 26, 2015
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

# Board Agreement Summary

**Board Date:**5/26/15

**Project:** Energy Management Systems Upgrade

**Site:** Santiago Canyon College

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**Consultant:**Enovity, Inc.

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**Type of Service:** Commissioning Consulting Services

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<b>Agreement Summary</b>	<b>No.</b>	<b>Amount</b>	<b>Reimbursable</b>	<b>Start</b>	<b>Duration</b>	<b>End</b>
Contract Amount		\$61,200.00		5/27/2015		6/30/2016
<b>Total Agreement Amount</b>		<b>\$ 61,200.00</b>				
		<i>(Not to exceed)</i>				

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**DESCRIPTION:**

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Agreement for commissioning consulting services for the energy management systems upgrade at Santiago Canyon College

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<b>Total Proposed Amount:</b>				<b>\$</b>		<b>61,200.00</b>
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<b>Contract End Date:</b>						<b>6/30/2016</b>
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**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: May 26, 2015
Re:	Approval of Agreement with HPI Architecture for Professional Design Services for the Interim Publication/Warehouse Relocation Project from the Orange Education Center to Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

This is a new agreement for professional design services for the interim relocation of the Publication and Warehouse operations from the Orange Education Center (OEC), located on North Batavia Street in the City of Orange, to Santiago Canyon College (SCC) maintenance and operations (M&O) building. As part of OEC Option 3, presented to the Board of Trustees on October 13, 2014, Publications and Warehouse are to be relocated from OEC to reduce the overall square footage of the existing OEC building. Consequently, the temporary location for Publications and Warehouse will be at the existing M&O building at SCC while the building undergoes renovation and reconstruction. The long term plans for permanent relocation of Publication and Warehouse is currently under review by the District. This agreement is for architectural and engineering services for an initial phase of programming, schematic design and to reconfirm that the existing M&O building can accommodate Publications, Warehousing, and SCC M&O departments on an interim basis. A future second phase agreement may be needed, depending upon the scope of work and design needs however, this is contingent upon the needed reconfiguration for the existing M&O building.

**ANALYSIS:**

The District desires to have a separate agreement to cover this scope of work as it was not included in the original contract with HPI. HPI is currently working on the OEC certification and renovation project and has a thorough understanding of the existing OEC program spaces which is beneficial in continuing and understanding for planning the transition and preparation of the interim location plans for the SCC M&O building. The Board previously approved an agreement with HPI Architecture on December 8, 2014 based on Request for Qualifications RFQ #1314-01 for Architectural and Engineering Services and subsequent RFP#1415-79 for professional design services for the Orange Education Center. The firm has already been deemed qualified for this work.

The services covered by this agreement shall commence May 27, 2015, and ends December 31, 2015. The contract is a not to exceed fee of \$18,850 (including \$1,000 in reimbursables).

This project is funded by Measure E, Budget Stabilization, and Redevelopment Funds.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the agreement with HPI Architecture for Professional Design Services for the Interim Publication/Warehouse Relocation Project from the Orange Education Center to Santiago Canyon College as presented.

Fiscal Impact:	\$18,850 (includes reimbursables)	Board Date: May 26, 2015
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

# Board Agreement Summary

**Board Date:5/26/15**

Project: Interim Publication/Warehouse Relocation

Site: **Orange Education Center**

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Consultants: **HPI Architecture**

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Type of Service: Professional Design Services

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Agreement Summary	No.	Amount	Reimbursables	Duration	
				Start	End
Original Contract Amount		\$17,850.00	\$ 1,000.00	5/27/2015	12/31/2015
<b>Total Agreement Amount</b>		<b>\$18,850.00</b>			

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**DESCRIPTION:**

Agreement for professional design services for the Interim Publication/Warehouse Relocation Project of the Orange Education Center

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**\$18,850.00**

**Total Proposed Amount:**

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**Contract End Date:**

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**12/31/2015**

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

To:	Board of Trustees	Date: May 26, 2015
Re:	Approval of Change Order #1 for Agreement for Energy Conservation Services with Sun Industries, Inc. for the LED Lighting Conversion Project at Santiago Canyon College and District Operations Building	
Action:	Request for Approval	

**BACKGROUND:**

This is a change order for an approval of a time extension only. On September 22, 2014, the Board of Trustees adopted Resolution No. 14-26 and awarded a contract to Sun and Sun Industries, Inc. for the LED lighting conversion project at Santiago Canyon College and District Office for Year two (2) Proposition 39 projects. A non-compensable extension of time to the contract is required to complete light fixture punch-list corrections at Santiago Canyon College and District Office. The correction work is expected to be complete by July 1, 2015. Additional time is also required to coordinate the measurement and verification phase of the project with the California Community Colleges Investor Owned Utilities Partnership. There is no change in contract value.

**ANALYSIS:**

Change Order #1 extends the contract from May 8, 2015 to July 1, 2015. There are no costs associated with this change order. Pursuant to Administrative Regulation 6600, staff has approved this change order.

This project was funded by Proposition 39, utility rebates and capital facilities funds.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve Change Order #1 for Agreement for Energy Conservation Services with Sun Industries, Inc. for the LED Lighting Conversion project at Santiago Canyon College and District Operations Building as presented.

Fiscal Impact:	N/A	Board Date: May 26, 2015
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



Board Date: 5/26/2015

<b>Project:</b> SCC and DOC LED Lighting Conversion	<b>Site:</b> SCC and DOC
<b>Contractor:</b> Sun Industries	
<b>Contract #:</b> PO # 15-P0033769	<b>Change Order (CO) No. :</b> 1

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	
10/9/2014	211	5/8/2015	0	54	7/1/2015	

Change Order Summary			
Description	Number	Amount	% of Contract
Original Contract Amount		\$1,031,176.00	
Previous Change Orders		\$0.00	
Previous Change Orders		\$0.00	
Previous Change Orders		\$0.00	
Previous Change Orders		\$0.00	
<b>This Change Order</b>	<b>1</b>	<b>\$0.00</b>	<b>0.0%</b>
<b>Total Change Order (s)</b>		<b>\$0.00</b>	<b>0.0%</b>
<b>Revised Contract Amount</b>		<b>\$1,031,176.00</b>	

Description of Items				
Description	Time	Credit	Add	Net
A non-compensable extension of time to the contract is required to complete light fixture punch corrections at Santiago Canyon College and District Operations Center. The correction work is expected to be complete by July 1, 2015. Additional time is also required to coordinate the measurement and verification phase of the project with the California Community Colleges Investor Owned Utilities Partnership. There is no change in contract value.	54	\$ -	\$ -	\$ -
	<b>Total Change Order Amount</b>			<b>\$ -</b>
	<b>Total Days Extended This Change Order</b>			<b>54</b>

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

To:	Board of Trustees	Date: May 26, 2015
Re:	Approval of Bid #1258 – Purchase of 3DGage Reverse Engineering & Inspection Tool Powered by Verisurf CAD Software Education Bundle	
Action:	Request for Approval	

**BACKGROUND**

The Manufacturing Technology Department at Santa Ana College is participating in a California Career Pathways Trust grant and has received funding to purchase metrology equipment and software. The purchase will result in a new course offering that will educate students on the latest technology to inspect manufactured parts for quality. This important skill will give students a competitive edge in the job market widely used in industry, aerospace and automotive. The estimated cost of the equipment and software exceeded the bid limit and therefore, bidding was required.

**ANALYSIS**

Bids were emailed to four vendors and three vendors obtained copies of the bid from our website. Bids were submitted by two bidders. The Santa Ana College Machine Technology Department evaluated the bids. After a thorough evaluation, it was determined that Paton Miller LLC dba The Paton Group is the lowest responsible and responsive bidder meeting specifications.

BIDDER	AMOUNT
Paton Miller LLC dba The Paton Group	\$165,493.60
Verisurf Software Inc.	\$197,694.00

**RECOMMENDATION**

It is recommended that the Board of Trustees accept the bid and approve the award of Bid #1258 – Purchase of 3DGage Reverse Engineering & Inspection Tool Powered by Verisurf CAD Software Education Bundle to Paton Miller LLC dba The Paton Group as presented.

Fiscal Impact:	\$165,493.60	Board Date: May 26, 2015
Prepared by:	Tracey Conner-Crabbe, Director of Purchasing Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

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

To:	Board of Trustees	Date:	May 26, 2015
Re:	Approval of Bid #1259-Elevator Repair & Preventative Maintenance Service		
Action:	Request for Approval		

**BACKGROUND**

The District has a total of twenty-eight elevators at Santa Ana College, Digital Media Center, Santiago Canyon College and the District Office that require monthly inspection and service. This work must be performed by a licensed elevator technician. The current five year contract is expiring on June 30, 2015 therefore, re-bidding this service was required.

**ANALYSIS**

Working with staff members from the colleges, a bid package was prepared and sent out to fifteen (15) bidders for competitive pricing for elevator maintenance service for a period of three years with an option to renew for an additional two years.

A mandatory pre-bid conference and job walk was conducted to discuss the bidding procedures and to allow the bidders to visit the two largest sites. A total of eight (8) bidders attended; two companies provided bids. (See attached bid recap.)

After a thorough evaluation, it was determined that GMS Elevator Services is the lowest responsible and responsive bidder meeting specifications.

**RECOMMENDATION**

It is recommended that the Board of Trustees accept the bid and award the contract including renewals to GMS Elevator Services to provide repair and preventative maintenance service to district-owned elevators as presented.

Fiscal Impact:	\$119,637.00 (three-year cost)	Board Date:	May 26, 2015
Prepared by:	Tracey Conner-Crabbe, Director of Purchasing Services		
Submitted by:	Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor		

## Bid Recap

### Bid #1259- Elevator Repair and Preventative Maintenance Service

Site	GMS Elevator Service Inc			Excelsior Elevator		
	Annual Cost (YR 1)	Annual Cost (YR 2)	Annual Cost (YR 3)	Annual Cost (YR 1)	Annual Cost (YR 2)	Annual Cost (YR 3)
Santa Ana College	22,788.48	22,788.48	22,788.48	21,900.00	24,900.00	25,416.00
Digital Media Center	1,423.44	1,423.44	1,423.44	1,680.00	1,680.00	1,716.00
Santiago Canyon College	12,818.52	12,818.52	12,818.52	13,500.00	13,500.00	13,824.00
District Office	2,848.56	2,848.56	2,848.56	3,000.00	3,000.00	3,072.00
Subtotal	39,879.00	39,879.00	39,879.00	40,080.00	43,080.00	44,028.00
Total Bid Price For Three Years	* <b>119,637.00</b>			<b>127,188.00</b>		
Volume Discount (Optional)	0%			0%		
Extra parts/Materials (%Mark-up Over Cost)	20%			20%		
Hourly Rate For Regular Business Hours	\$155.00/Hr.			\$205.00/Hr.		
Hourly Rate For Regular Overtime Hours (Monday through Friday)	\$226.00/Hr.			\$360.00/Hr.		
Hourly Rate For Regular Overtime Hours (Saturday, Sunday & Holidays)	\$247.00/Hr			\$410.00/Hr		

\* Recommend Award

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
15-P0035468	210.00	BOARD OF GOVERNORS	Conference Expenses	SP		4/13/2015
15-P0035469	150.00	JOBS FOR THE FUTURE INC	Conference Expenses	SP		4/13/2015
15-P0035470	12,300.00	COMPETITIVE EDGE SOFTWARE	Software License and Fees			4/13/2015
* 15-P0035471	15,945.95	GOLDEN STAR TECHNOLOGY, INC.	Equip/Software - >\$200 <\$1,000	SP		4/13/2015
15-P0035472	845.46	SUSAN BLACKWOOD LEEDY	Non-Instructional Supplies	SP		4/13/2015
15-P0035473	3,493.57	PARALLAX INC	Instructional Supplies	SP		4/13/2015
15-P0035474	454.02	METALCRAFT INC	Non-Instructional Supplies			4/13/2015
15-P0035475	284.00	DUNN EDWARDS CORP	Instructional Supplies	SP		4/14/2015
15-P0035476	100.00	HOME DEPOT	Instructional Supplies	SP		4/14/2015
15-P0035477	3,150.00	STATE OF CALIF	Other Licenses & Fees			4/14/2015
15-P0035478	1,461.19	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		4/14/2015
15-P0035479	1,505.04	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		4/14/2015
15-P0035480	37.61	CDW GOVERNMENT INC.	Instructional Supplies	SP		4/14/2015
15-P0035481	423.27	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		4/14/2015
* 15-P0035482	514.82	MMS MEDICAL SUPPLY CO	Instructional Supplies	SP		4/14/2015
15-P0035483	1,695.00	RADIO NETWORK INC	Non-Instructional Supplies			4/14/2015
15-P0035484	2,000.00	TROXELL COMM INC	Instructional Supplies	SP		4/14/2015
15-P0035485	1,250.00	ARIZONA MACHINERY	Contracted Repair Services			4/14/2015
15-P0035486	500.00	LOWE'S HOME IMPROVEMENT	Instructional Supplies	SP		4/14/2015
15-P0035487	815.00	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		4/14/2015
15-P0035488	1,502.19	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		4/14/2015
15-P0035489	686.42	DISCOUNT SCHOOL SUPPLY	Instructional Supplies	SP		4/14/2015
* 15-P0035490	4,878.60	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		4/14/2015
15-P0035491	1,715.96	STAPLES CONTRACT & COMMERCIAL INC	Instructional Supplies	SP		4/14/2015
15-P0035492	250.00	CAMMER OLGA	Contracted Services	SP		4/14/2015
15-P0035494	5,000.00	TRUDY R. PAPSON	Contracted Services	SP		4/14/2015
15-P0035496	3,237.40	SHI INTERNATIONAL CORP	Software License and Fees			4/14/2015
15-P0035497	1,575.00	NETOP	Software License and Fees	SP		4/14/2015
15-P0035498	698.95	GARCIA ALEX	Food and Food Service Supplies	SP		4/15/2015
15-P0035499	6,400.00	TROPICAL PLAZA NURSERY	Maint/Oper Service Agreements			4/15/2015
* 15-P0035500	7,320.00	FREEDOM COMMUNICATIONS, INC	Bldg Impr-Blueprint/Reprod/Adv	SP		4/15/2015
15-P0035501	3,600.00	CALIF GEOLOGICAL SURVEY	Bldg Impr - Lic/Tax/Agcy Fees	SP	BOND	4/15/2015
15-P0035502	33,633.50	ALTA ENVIRONMENTAL	Buildings - Haz Mat	SP		4/15/2015
15-P0035503	213.95	200 MARINA BLVD BERKELEY LLC	Conference Expenses	SP		4/15/2015

Legend: \* = Multiple Accounts for this P.O. SP = Special Project

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
15-P0035504	335.00	ACBO ASSOC OF CHIEF	Conference Expenses			4/15/2015
15-P0035505	337.50	CONTROL AIR CONDITIONING CORP	Contracted Repair Services			4/15/2015
15-P0035506	618.00	DENNIS J. SADLER	Conference Expenses	SP		4/15/2015
15-P0035507	495.00	ACADEMIC SENATE FOR	Conference Expenses	SP		4/15/2015
15-P0035508	2,275.50	RP GROUP	Contracted Services	SP		4/15/2015
15-P0035509	1,583.00	PYRO-COMM SYSTEMS INC	Contracted Repair Services			4/15/2015
15-P0035510	549.65	WEATHERITE CORP	Contracted Repair Services			4/15/2015
15-P0035511	1,273.31	SO CAL LAND MAINTENANCE INC	Contracted Repair Services			4/15/2015
15-P0035512	97.04	WELLS FARGO BANK	Instructional Supplies	SP		4/15/2015
15-P0035513	14,500.00	GRP2 UNIFORMS INC	Non-Instructional Supplies			4/15/2015
* 15-P0035514	1,906.20	WE DO GRAPHICS INC	Non-Instructional Supplies	SP		4/15/2015
15-P0035515	4,678.71	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	Non-Instructional Supplies			4/15/2015
* 15-P0035516	2,875.90	DON BOOKSTORE	Books, Mags & Ref Mat, Non-Lib	SP		4/15/2015
15-P0035517	390.00	PHI THETA KAPPA	Fees Paid for Students	SP		4/15/2015
15-P0035518	1,075.95	JAY'S CATERING	Supplies Paid for Students	SP		4/15/2015
15-P0035519	590.92	WELLS FARGO BANK	Instructional Supplies	SP		4/15/2015
15-P0035520	1,600.00	A GOOD SIGN & GRAPHICS CO	Buildings - Contractor Svcs	SP		4/16/2015
15-P0035521	2,164.01	WEATHERITE CORP	Contracted Repair Services			4/16/2015
* 15-P0035523	9,514.37	CDW GOVERNMENT INC.	Instructional Supplies	SP		4/16/2015
15-P0035524	300.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		4/16/2015
15-P0035525	1,059.39	DON BOOKSTORE	Instructional Supplies	SP		4/16/2015
15-P0035526	1,256.32	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		4/16/2015
15-P0035527	2,800.00	OFFICE DEPOT BUSINESS SVCS	Other Exp Paid for Students	SP		4/16/2015
15-P0035528	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		4/16/2015
15-P0035529	2,345.00	DON BOOKSTORE	Books, Mags & Ref Mat, Non-Lib	SP		4/16/2015
15-P0035530	350.00	KELLY PAPER	Instructional Supplies	SP		4/16/2015
15-P0035531	500.00	ART SUPPLY WAREHOUSE	Instructional Supplies	SP		4/16/2015
15-P0035532	263.85	AMAZON COM	Instructional Supplies	SP		4/16/2015
15-P0035533	4,500.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		4/16/2015
15-P0035534	131.51	WELLS FARGO BANK	Instructional Supplies	SP		4/16/2015
15-P0035535	2,451.00	AMAZON COM	Library Books			4/16/2015
15-P0035536	2,000.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		4/16/2015
15-P0035538	582.00	HOME DEPOT	Instructional Supplies	SP		4/16/2015
15-P0035539	1,000.00	GRAINGER	Instructional Supplies	SP		4/16/2015

4.14 (2)

Legend: \* = Multiple Accounts for this P.O.      SP = Special Project

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
15-P0035540	750.00	ALBERTSON'S	Food and Food Service Supplies	SP		4/16/2015
15-P0035541	16,055.95	DELL COMPUTER	Equipment - All Other > \$1,000	SP		4/16/2015
15-P0035542	4,900.00	DON BOOKSTORE	Food and Food Service Supplies	SP		4/16/2015
15-P0035543	28,298.00	DON BOOKSTORE	Books Paid for Students	SP		4/16/2015
15-P0035544	350.00	LITTLE CAESARS PIZZA	Food and Food Service Supplies	SP		4/16/2015
15-P0035545	500.00	ORANGE CJ LLC	Food and Food Service Supplies	SP		4/16/2015
15-P0035546	20,350.00	RSCCD	Other Exp Paid for Students	SP		4/16/2015
15-P0035547	500.00	SANTIAGO HILLS AUTO SPA INC	Food and Food Service Supplies	SP		4/16/2015
15-P0035548	1,454.50	DELL COMPUTER	Equipment - All Other > \$1,000	SP		4/16/2015
15-P0035549	400.00	AUSTIN ORANGE COUNTY HARDWOODS INC	Instructional Supplies	SP		4/17/2015
15-P0035550	3,000.00	SAMY'S CAMERA	Instructional Supplies	SP		4/17/2015
15-P0035551	1,000.00	HOME DEPOT	Instructional Supplies	SP		4/17/2015
15-P0035552	3,187.92	B & H PHOTO VIDEO INC	Instructional Supplies	SP		4/17/2015
15-P0035553	83,800.00	SUNBELT CONTROLS INC	Site Improv - Contractor Svcs	SP		4/17/2015
15-P0035554	37,500.00	DONALD KROTEE PARTNERSHIP	Site Improv - AE Fee	SP		4/17/2015
15-P0035555	4,960.00	PLAN CHECK ASSOCIATES INC	Site Improvements			4/17/2015
15-P0035556	4,500.00	BLANKENSHIP, SHARLENE	Maint/Oper Service Agreements			4/17/2015
15-P0035557	14,000.00	MMI ENGINEERING INC	Contracted Services	SP		4/17/2015
15-P0035558	168.13	PACIFIC RADIO ELECTRONICS	Instructional Supplies	SP		4/17/2015
15-P0035559	36,100.00	BLACKBOARD INC	Software License and Fees	SP		4/17/2015
15-P0035560	1,500.00	APEX AUDIO INC	Instructional Supplies	SP		4/17/2015
15-P0035561	2,804.00	APEX AUDIO INC	Instructional Supplies	SP		4/17/2015
15-P0035562	20,415.02	DELL COMPUTER	Equip/Software - >\$200 <\$1,000	SP		4/17/2015
15-P0035563	8,164.80	APPLE COMPUTER INC	Equip/Software - >\$200 <\$1,000	SP		4/17/2015
15-P0035564	3,979.06	KBC TOOLS INC	Instructional Supplies	SP		4/17/2015
15-P0035565	105.00	BOARD OF GOVERNORS	Conference Expenses	SP		4/17/2015
15-P0035566	700.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		4/20/2015
15-P0035567	139.60	WELLS FARGO BANK	Food and Food Service Supplies	SP		4/20/2015
15-P0035568	227.27	HILLYARD FLOOR CARE SUPPLY	Non-Instructional Supplies			4/20/2015
15-P0035569	392.04	AMERICAN CHEMICAL & SANITARY	Non-Instructional Supplies			4/20/2015
15-P0035570	1,068.66	AMERICAN THERMOFORM CORP	Instructional Supplies	SP		4/20/2015
* 15-P0035571	18,480.96	VERNIER SOFTWARE & TECHNOLOGY LLC	Equipment - All Other > \$1,000	SP		4/20/2015
15-P0035572	965.73	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		4/20/2015
15-P0035573	379.50	RED VAN MGMT SEVICES INC	Transportation - Student	SP		4/20/2015

4.14 (3)

Legend: \* = Multiple Accounts for this P.O.      SP = Special Project

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
15-P0035574	125.96	FREDERIC H WEINER INC	Instructional Supplies	SP		4/20/2015
15-P0035575	476.00	COMPUTERLAND OF SILICON VALLEY	Software License and Fees	SP		4/20/2015
15-P0035576	819.18	SUSAN BLACKWOOD LEEDY	Non-Instructional Supplies	SP		4/20/2015
15-P0035577	7,300.00	LIBERMAN BROADCASTING INC	Advertising			4/20/2015
15-P0035578	3,347.22	DELL COMPUTER	Equipment - All Other > \$1,000			4/20/2015
15-P0035579	2,829.06	APPLE COMPUTER INC	Equip/Software - >\$200 <\$1,000			4/20/2015
15-P0035580	464.36	MONTGOMERY HARDWARE CO	Repair & Replacement Parts			4/20/2015
15-P0035581	431.13	ROCHIE'S INC	Non-Instructional Supplies	SP		4/20/2015
15-P0035582	10,350.29	CN SCHOOL AND OFFICE SOLUTIONS INC	Instructional Supplies	SP		4/20/2015
15-P0035583	1,332.47	DELL COMPUTER	Equipment - Technology >\$1,000	SP		4/20/2015
* 15-P0035584	23,201.13	DELL COMPUTER	Instructional Supplies	SP		4/20/2015
* 15-P0035585	441.26	AMERICAN REPROGRAPHICS CO LLC	Bldg Impr-Blueprint/Reprod/Adv	SP		4/20/2015
15-P0035586	2,989.41	DELL COMPUTER	Equipment - Technology >\$1,000	SP		4/20/2015
15-P0035587	260.37	DELL COMPUTER	Equip/Software - >\$200 <\$1,000			4/20/2015
15-P0035588	256.71	DELL COMPUTER	Equip/Software - >\$200 <\$1,000	SP		4/20/2015
15-P0035590	1,206.42	DELL COMPUTER	Equipment - All Other > \$1,000			4/20/2015
15-P0035591	810.00	PLAQUE MAKER.COM	Non-Instructional Supplies	SP		4/21/2015
15-P0035592	761.25	MICHELANGELO LEASING INC	Transportation - Student	SP		4/21/2015
15-P0035593	29,458.18	DELL COMPUTER	Equipment - All Other > \$1,000	SP		4/21/2015
15-P0035594	297.00	CONSTANT CONTACT	Contracted Services	SP		4/21/2015
15-P0035595	2,230.20	WE DO GRAPHICS INC	Reproduction/Printing Expenses			4/21/2015
15-P0035596	1,911.28	AMAZON COM	Instructional Supplies	SP		4/21/2015
15-P0035597	4,049.30	BIO RAD LABORATORIES	Instructional Supplies	SP		4/21/2015
15-P0035598	693.52	CHEMGLASS LIFE SCIENCES LLC	Instructional Supplies	SP		4/21/2015
15-P0035599	79,773.96	DELL COMPUTER	Equip/Software - >\$200 <\$1,000	SP		4/21/2015
* 15-P0035600	195.00	JFK TRANSPORTATION	Transportation - Student	SP		4/21/2015
15-P0035601	559.00	STATE WATER RESOURCES	Bldg Impr - Lic/Tax/Agcy Fees	SP		4/21/2015
4.14 (4) 15-P0035602	425.34	CERTIFIED TRANSPORTATIONS	Transportation - Student	SP		4/21/2015
15-P0035604	9,045.60	CLUB CAR LLC	Equipment - All Other > \$1,000	SP		4/22/2015
15-P0035605	4,858.00	JW PEPPER & SON INC.	Instructional Supplies	SP		4/22/2015
15-P0035606	670.41	ENTENMANN ROVIN CO	Non-Instructional Supplies	SP		4/22/2015
15-P0035607	132.82	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		4/22/2015
15-P0035608	275.70	ATI ASSESSMENT TECHNOLOGIES	Books Paid for Students	SP		4/22/2015
15-P0035609	208.40	ACT	Non-Instructional Supplies	SP		4/22/2015

Legend: \* = Multiple Accounts for this P.O.      SP = Special Project

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
15-P0035610	32.35	DORA I. CONTRERAS-BRIGHT	Food and Food Service Supplies	SP		4/22/2015
15-P0035611	685.69	CAROLINA BIOLOGICAL SUPPLY CO	Instructional Supplies	SP		4/22/2015
15-P0035612	75.55	DAWN M. MCKENNA	Instructional Supplies	SP		4/22/2015
* 15-P0035613	644.00	DON BOOKSTORE	Fees Paid for Students	SP		4/22/2015
15-P0035614	150.00	DON BOOKSTORE	Instructional Supplies	SP		4/22/2015
15-P0035615	138.00	RSCCD	Transportation - Student	SP		4/22/2015
15-P0035616	138.24	DON BOOKSTORE	Non-Instructional Supplies	SP		4/22/2015
15-P0035617	19,201.32	DON BOOKSTORE	Books, Mags & Ref Mat, Non-Lib	SP		4/22/2015
15-P0035618	175.00	ECCTYC	Inst Dues & Memberships			4/22/2015
15-P0035619	348.50	S&S WORLDWIDE INC	Instructional Supplies	SP		4/22/2015
15-P0035620	512.41	VIRGINIA M. WITMER	Instructional Supplies	SP		4/22/2015
15-P0035621	3,099.91	MATCO TOOLS	Instructional Supplies	SP		4/22/2015
15-P0035622	748.82	DON BOOKSTORE	Supplies Paid for Students	SP		4/22/2015
15-P0035623	484.38	DON BOOKSTORE	Supplies Paid for Students	SP		4/22/2015
15-P0035624	6,696.00	DON BOOKSTORE	Other Exp Paid for Students	SP		4/22/2015
15-P0035625	1,361.72	DIVERSIFIED BUSINESS SVCS	Non-Instructional Supplies	SP		4/22/2015
15-P0035626	164.68	ENCORE PIANO & ORGAN MOVING LLC	Contracted Repair Services			4/22/2015
15-P0035627	244.82	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		4/22/2015
15-P0035628	38.90	ACT	Non-Instructional Supplies	SP		4/22/2015
15-P0035629	1,995.00	FREEDOM COMMUNICATIONS, INC	Advertising			4/22/2015
15-P0035630	14,000.00	ROBERT FERILLI LLC	Contracted Services			4/22/2015
15-P0035631	4,720.00	EMPIRE PARKING LOT SERVICES	Contracted Services	SP		4/22/2015
15-P0035632	396.72	NEW READERS PRESS	Books, Mags & Ref Mat, Non-Lib	SP		4/22/2015
15-P0035633	3,099.60	DON BOOKSTORE	Books, Mags & Ref Mat, Non-Lib	SP		4/22/2015
15-P0035634	2,000.00	STRAZIS SHELLY	Contracted Services			4/22/2015
15-P0035635	9,480.24	DON BOOKSTORE	Other Exp Paid for Students	SP		4/22/2015
15-P0035636	1,475.28	DON BOOKSTORE	Instructional Supplies	SP		4/22/2015
15-P0035637	476.21	4 IMPRINT	Advertising	SP		4/22/2015
15-P0035638	250.00	WORKING WARDROBES FOR A NEW START	Contracted Services	SP		4/22/2015
15-P0035639	1,393.57	CRESTLINE CO INC	Advertising	SP		4/22/2015
15-P0035640	2,000.00	HINCKLEY GREG	Contracted Services	SP		4/22/2015
15-P0035641	459.09	CRESTLINE CO INC	Advertising	SP		4/22/2015
15-P0035642	600.00	CCLC COMMUNITY COLLEGE LEAGUE	Conference Expenses	SP		4/23/2015
15-P0035643	100.00	MOUNT SAN ANTONIO COLLEGE	Conference Expenses	SP		4/23/2015

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Legend: \* = Multiple Accounts for this P.O.      SP = Special Project

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
15-P0035644	4,694.76	B & H PHOTO VIDEO INC	Instructional Supplies	SP		4/23/2015
15-P0035645	102.83	OMNICOR, INC.	Instructional Supplies	SP		4/23/2015
15-P0035646	1,316.84	B & H PHOTO VIDEO INC	Instructional Supplies	SP		4/23/2015
15-P0035647	534.83	SCAQMD	Other Licenses & Fees	SP		4/23/2015
15-P0035648	4,548.58	RAMCO REFRIGERATION & AIR	Equipment - All Other > \$1,000	SP		4/23/2015
15-P0035649	3,000.00	PROMOMAXX INC	Contracted Services			4/23/2015
15-P0035650	8,000.00	DREX LLC	Contracted Services			4/23/2015
15-P0035651	105.84	SCHICK RECORDS MGMT	Non-Instructional Supplies	SP		4/23/2015
15-P0035652	225.25	CAPP ASSOCIATES INC	Non-Instructional Supplies	SP		4/23/2015
15-P0035653	686.00	JAY'S CATERING	Food and Food Service Supplies	SP		4/23/2015
15-P0035654	5,184.00	DAHLSTROM & CO INC	Non-Instructional Supplies	SP		4/23/2015
15-P0035655	51.69	DON BOOKSTORE	Books, Mags & Ref Mat, Non-Lib	SP		4/23/2015
15-P0035656	340.79	FISHER SCIENTIFIC	Instructional Supplies	SP		4/23/2015
15-P0035657	402.13	SIGMA ALDRICH INC	Instructional Supplies	SP		4/23/2015
* 15-P0035658	723.20	AMERICAN EXPRESS	Conference Expenses	SP		4/23/2015
15-P0035659	723.20	AMERICAN EXPRESS	Conference Expenses	SP		4/23/2015
15-P0035660	16,897.00	DON BOOKSTORE	Instructional Supplies	SP		4/23/2015
15-P0035661	3,899.00	CERTIFIED TRANSPORTATIONS	Transportation - Student	SP		4/23/2015
15-P0035662	422.45	JAY'S CATERING	Food and Food Service Supplies	SP		4/23/2015
15-P0035663	3,203.11	FISHER SCIENTIFIC	Instructional Supplies	SP		4/23/2015
15-P0035664	178.36	SCANTRON CORP	Instructional Supplies	SP		4/23/2015
15-P0035665	1,000.00	DIVERSIFIED BUSINESS SVCS	Non-Instructional Supplies	SP		4/23/2015
15-P0035666	7,500.00	GOVERNMENT	Contracted Services	SP		4/23/2015
15-P0035667	1,818.72	VWR FUNDING INC	Instructional Supplies	SP		4/23/2015
15-P0035668	88,616.75	DON BOOKSTORE	Due to Bookstore - FA Link			4/23/2015
15-P0035669	110,643.63	DON BOOKSTORE	Due to Bookstore - FA Link			4/23/2015
15-P0035670	850.00	BLUERAY MANAGEMENT	Maint/Oper Service Agreements			4/23/2015
15-P0035671	793.32	INDUSTRIAL TECHNICAL SERVICES	Contracted Repair Services			4/23/2015
15-P0035672	619.65	WEATHERITE CORP	Buildings - Relocation/Moving	SP		4/23/2015
15-P0035673	367.90	TROPICAL PLAZA NURSERY	Contracted Repair Services			4/23/2015
15-P0035674	518.93	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			4/24/2015
15-P0035675	711.77	GOLD COAST TOURS	Transportation - Student	SP		4/24/2015
15-P0035676	244.00	WEATHERITE CORP	Contracted Repair Services			4/24/2015
15-P0035677	748.94	PYRO-COMM SYSTEMS INC	Contracted Repair Services			4/24/2015

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
15-P0035678	952.00	KING OFFICE SERVICES	Contracted Services	SP		4/24/2015
15-P0035679	6,040.00	DEPT OF FORESTRY & FIRE PROTECTION	Instructional Agreements	SP		4/24/2015
15-P0035680	425.05	TROPICAL PLAZA NURSERY	Contracted Repair Services			4/24/2015
15-P0035681	1,012.62	PYRO-COMM SYSTEMS INC	Contracted Repair Services			4/24/2015
15-P0035682	1,580.00	WEATHERITE CORP	Contracted Repair Services			4/24/2015
15-P0035683	1,447.00	TECHNICAL SAFETY SERVICES INC	Contracted Services			4/24/2015
15-P0035684	3,500.00	MCKESSON GENERAL MEDICAL CORP	Non-Instructional Supplies	SP		4/24/2015
15-P0035685	163.62	JON'S FLAGS & POLES	Non-Instructional Supplies			4/24/2015
15-P0035686	5,991.33	MICROTECH SCIENTIFIC	Instructional Supplies	SP		4/27/2015
* 15-P0035687	1,275.68	GOLDEN STAR TECHNOLOGY, INC.	Equip/Software - >\$200 <\$1,000	SP		4/27/2015
15-P0035688	264.25	BIO RAD LABORATORIES	Instructional Supplies	SP		4/27/2015
15-P0035689	335.00	ACBO ASSOC OF CHIEF	Conference Expenses			4/27/2015
15-P0035690	737.74	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	Non-Instructional Supplies			4/27/2015
* 15-P0035691	12,159.60	SPINITAR PRESENTATION PRODUCTS	Equip/Software - >\$200 <\$1,000	SP		4/27/2015
15-P0035692	263.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			4/27/2015
15-P0035693	2,198.00	DON BOOKSTORE	Other Exp Paid for Students	SP		4/27/2015
15-P0035694	400.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		4/27/2015
15-P0035695	1,435.00	DON BOOKSTORE	Non-Instructional Supplies	SP		4/27/2015
15-P0035696	4,500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		4/27/2015
15-P0035697	500.00	LYTTON PERRY	Instructional Supplies	SP		4/27/2015
15-P0035698	1,000.00	MAR VAC ELECTRONICS	Instructional Supplies	SP		4/27/2015
15-P0035699	5,000.00	WESTERN POWER SYSTEMS	Contracted Repair Services			4/27/2015
15-P0035700	500.00	GRIFFIN ACE HARDWARE	Instructional Supplies	SP		4/27/2015
15-P0035701	1,250.00	HOME DEPOT	Instructional Supplies	SP		4/27/2015
15-P0035702	1,000.00	GRAINGER	Instructional Supplies	SP		4/27/2015
15-P0035703	483.00	DISCOUNT SCHOOL SUPPLY	Instructional Supplies	SP		4/27/2015
15-P0035704	115.00	ART SUPPLY WAREHOUSE	Instructional Supplies	SP		4/27/2015
4.14 (7) 15-P0035705	2,000.00	GOLDEN STAR TECHNOLOGY, INC.	Non-Instructional Supplies			4/27/2015
15-P0035706	1,211.23	DISCOUNT SCHOOL SUPPLY	Instructional Supplies	SP		4/27/2015
15-P0035707	69,354.45	DELL COMPUTER	Equip/Software - >\$200 <\$1,000	SP		4/27/2015
15-P0035708	165.13	BIOLOG INC	Instructional Supplies	SP		4/27/2015
15-P0035709	1,087.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		4/27/2015
15-P0035710	2,500.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		4/27/2015
15-P0035711	408.33	VWR FUNDING INC	Instructional Supplies	SP		4/27/2015

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
15-P0035712	1,517.06	VWR FUNDING INC	Instructional Supplies	SP		4/27/2015
15-P0035713	4,540.00	CARQUEST AUTO PARTS	Instructional Supplies	SP		4/27/2015
15-P0035714	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		4/27/2015
15-P0035715	166.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		4/27/2015
15-P0035716	500.00	AMMEX	Non-Instructional Supplies	SP		4/27/2015
15-P0035717	500.00	HOME DEPOT	Non-Instructional Supplies	SP		4/27/2015
15-P0035718	1,073.80	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		4/27/2015
15-P0035719	3,000.00	DON BOOKSTORE	Non-Instructional Supplies	SP		4/27/2015
15-P0035720	37.80	SCHICK RECORDS MGMT	Non-Instructional Supplies	SP		4/27/2015
15-P0035721	354.50	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		4/27/2015
15-P0035722	250.00	HOME DEPOT	Non-Instructional Supplies	SP		4/27/2015
15-P0035723	63.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		4/27/2015
15-P0035724	180.00	HOME DEPOT	Instructional Supplies	SP		4/27/2015
15-P0035725	650.00	ART SUPPLY WAREHOUSE	Instructional Supplies	SP		4/27/2015
15-P0035726	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		4/27/2015
15-P0035727	200.00	RSCCD	Other Participant Prog Svc/Exp	SP		4/27/2015
15-P0035728	900.00	MICHELANGELO LEASING INC	Transportation - Student	SP		4/27/2015
15-P0035729	50.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			4/27/2015
15-P0035730	364.48	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		4/27/2015
15-P0035731	486.42	FOUR POINTS BY SHERATON VENTURA HARBOR RE	Other Participant Travel Exp			4/28/2015
15-P0035732	1,230.44	MEDCO/PATTERSON MEDICAL	Instructional Supplies	SP		4/28/2015
15-P0035733	3,399.62	MEDCO/PATTERSON MEDICAL	Instructional Supplies	SP		4/28/2015
15-P0035734	3,699.20	VILLA PARK CATERING	Food and Food Service Supplies	SP		4/28/2015
15-P0035735	9,450.00	ON COURSE INC.	Conference Expenses	SP		4/28/2015
15-P0035736	900.00	STATER BROS	Instructional Supplies	SP		4/28/2015
15-P0035737	284.84	MARY CASTELLANOS	Non-Instructional Supplies	SP		4/28/2015
15-P0035738	500.00	SANTA CLARITA COMMUNITY COLLEGE DISTRICT	Other Participant Travel Exp			4/28/2015
15-P0035739	750.00	LAKE WASHINGTON TECH COLLEGE	Conference Expenses	SP		4/28/2015
15-P0035740	250.00	SMART & FINAL	Food and Food Service Supplies	SP		4/28/2015
15-P0035741	551.25	RYAN'S EXPRESS MOTORCOACH	Transportation - Student	SP		4/28/2015
15-P0035742	346.91	HERFF JONES INC.	Non-Instructional Supplies	SP		4/28/2015
15-P0035743	164.13	PBS DISTRIBUTION, LLC	Instructional Supplies	SP		4/28/2015
15-P0035744	399.03	SUSAN A. GIBSON	Food and Food Service Supplies	SP		4/28/2015
15-P0035745	602.00	WELLS FARGO BANK	Conference Expenses			4/28/2015

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
15-P0035746	562.00	WELLS FARGO BANK	Conference Expenses			4/28/2015
15-P0035747	57.24	IMAGE PRINTING SOLUTIONS	Reproduction/Printing Expenses	SP		4/28/2015
* 15-P0035748	8,077.75	CDW GOVERNMENT INC.	Instructional Supplies	SP		4/28/2015
15-P0035749	16,500.00	MARGOLIS HEALY & ASSOCIATES LLC	Contracted Services			4/28/2015
15-P0035750	24,000.00	ACADEMIC WORKS INC	Software License and Fees	SP		4/28/2015
15-P0035751	10,000.00	MAXIENT LLC	Software License and Fees	SP		4/28/2015
* 15-P0035752	1,684.80	DON BOOKSTORE	Instructional Supplies	SP		4/28/2015
* 15-P0035753	879.86	D4 SOLUTIONS INC.	Contracted Services	SP		4/28/2015
15-P0035754	300.00	DON BOOKSTORE	Non-Instructional Supplies	SP		4/28/2015
15-P0035755	454.05	MICHAEL J MACKENZIE	Awards & Incentives	SP		4/28/2015
15-P0035756	152.08	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		4/28/2015
15-P0035757	92.49	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		4/28/2015
15-P0035758	2,991.34	EAGLE GRAPHICS INC	Advertising	SP		4/28/2015
15-P0035759	24.83	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			4/28/2015
15-P0035760	220.00	WELLS FARGO BANK	Software License and Fees			4/28/2015
15-P0035761	271.82	CRESTLINE CO INC	Advertising	SP		4/28/2015
15-P0035762	997.50	MICHELANGELO LEASING INC	Transportation - Student	SP		4/28/2015
15-P0035763	997.50	MICHELANGELO LEASING INC	Transportation - Student	SP		4/28/2015
15-P0035764	139.32	CARVIN CORP	Instructional Supplies	SP		4/28/2015
15-P0035765	215.00	SAN DIEGO AEROSPACE MUSEUM	Fees Paid for Students	SP		4/28/2015
15-P0035766	945.00	MICHELANGELO LEASING INC	Transportation - Student	SP		4/28/2015
15-P0035767	1,406.44	WELLS FARGO BANK	Instructional Supplies	SP		4/28/2015
15-P0035768	1,201.55	M F ATHLETIC COMPANY INC	Instructional Supplies	SP		4/28/2015
15-P0035769	2,699.46	SPORT SUPPLY GROUP INC	Instructional Supplies	SP		4/28/2015
* 15-P0035770	7,108.26	GOLDEN STAR TECHNOLOGY, INC.	Equip/Software - >\$200 <\$1,000	SP		4/28/2015
15-P0035771	1,000.00	FRY'S ELECTRONICS	Non-Instructional Supplies	SP		4/29/2015
* 15-P0035772	11,727.71	CN SCHOOL AND OFFICE SOLUTIONS INC	Equip/Software - >\$200 <\$1,000	SP	BOND	4/29/2015
15-P0035773	963.94	WESTERN POWER SYSTEMS	Contracted Repair Services			4/29/2015
15-P0035774	1,439.70	WEATHERITE CORP	Contracted Repair Services			4/29/2015
15-P0035775	950.00	WEATHERITE CORP	Contracted Repair Services			4/29/2015
15-P0035776	4,152.85	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP	BOND	4/29/2015
15-P0035777	7,140.63	INDUSTRIAL TECHNICAL SERVICES	Contracted Repair Services	SP		4/29/2015
15-P0035778	1,480.46	INDUSTRIAL TECHNICAL SERVICES	Contracted Repair Services	SP		4/29/2015
15-P0035779	10,431.43	VITAL LINK OF ORANGE COUNTY	Contracted Services	SP		4/29/2015

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
* 15-P0035780	328.13	AMAZON COM	Books, Mags & Ref Mat, Non-Lib	SP		4/29/2015
* 15-P0035781	24,995.00	UTELOGY CORPORATION	Contracted Services			4/29/2015
15-P0035782	195.00	MARK E. MCCALLICK	Conference Expenses	SP		4/29/2015
15-P0035783	2,031.83	JAY'S CATERING	Food and Food Service Supplies	SP		4/29/2015
15-P0035784	414.71	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		4/29/2015
15-P0035785	1,000.03	IMAGE PRINTING SOLUTIONS	Non-Instructional Supplies	SP		4/29/2015
15-P0035786	84.00	AMERICAN HOTEL & LODGING	Non-Instructional Supplies	SP		4/29/2015
15-P0035787	800.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		4/29/2015
15-P0035788	133.91	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		4/29/2015
15-P0035789	65.32	RUTH J. COSSIO-MUNIZ	Non-Instructional Supplies	SP		4/29/2015
15-P0035790	30,000.00	SYSCO FOOD SVC	Food and Food Service Supplies	SP		4/29/2015
15-P0035791	100.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			4/29/2015
15-P0035792	1,750.00	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		4/29/2015
15-P0035793	665.20	AMERICAN EXPRESS	Other Participant Travel Exp	SP		4/29/2015
15-P0035794	2,926.28	PASCO SCIENTIFIC	Instructional Supplies	SP		4/29/2015
15-P0035795	1,285.20	WE DO GRAPHICS INC	Reproduction/Printing Expenses	SP		4/29/2015
15-P0035796	3,145.41	SCHOOL DATEBOOKS	Reproduction/Printing Expenses	SP		4/29/2015
15-P0035797	159.30	WELLS FARGO BANK	Food and Food Service Supplies	SP		4/30/2015
15-P0035798	12,022.03	AIRGAS INC	Equipment - Federal Progs >200	SP		4/30/2015
15-P0035799	826.20	IMAGE PRINTING SOLUTIONS	Reproduction/Printing Expenses			4/30/2015
15-P0035800	2,180.00	SOUTHERN CALIF MARINE INSTITUTE	Other Participant Travel Exp	SP		4/30/2015
15-P0035801	3,859.92	STAPLES CONTRACT & COMMERCIAL INC	Non-Instructional Supplies			4/30/2015
15-P0035802	3,094.78	THE IRIS GROUP INC	Reproduction/Printing Expenses	SP		4/30/2015
15-P0035803	2,744.86	XPEDX PAPER CO	Non-Instructional Supplies			4/30/2015
15-P0035804	5,001.08	AUTOMOTIVE ELECTRONIC SVCS	Equipment - Federal Progs >200	SP		4/30/2015
15-P0035805	1,080.00	UNISOURCE PAPER CO	Non-Instructional Supplies	SP		4/30/2015
15-P0035806	125.00	WE DO GRAPHICS INC	Reproduction/Printing Expenses	SP		4/30/2015
15-P0035807	14,275.00	PRESIDIO INC	Contracted Services			4/30/2015
* 15-P0035808	842.00	COMPUTERLAND OF SILICON VALLEY	Software License and Fees			4/30/2015
* 15-P0035809	5,775.33	SEHI COMPUTER PRODUCTS	Equipment - All Other > \$1,000			4/30/2015
15-P0035810	36.00	SAGE PUB INC	Internet Services			4/30/2015
* 15-P0035811	4,033.80	B2B COMPUTER PRODUCTS LLC	Instructional Supplies	SP		4/30/2015
15-P0035812	600.00	LEXIS NEXIS	Internet Services	SP		5/1/2015
15-P0035813	430.00	HIGH SCOPE EDUCATIONAL RESEARCH FOUNDATIO	Conference Expenses	SP		5/1/2015

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
15-P0035814	360.00	HIGH SCOPE EDUCATIONAL RESEARCH FOUNDATIO	Conference Expenses	SP		5/1/2015
15-P0035815	562.95	TOWN AND COUNTRY RESORTYAND CONVENTION CE	Conference Expenses	SP		5/1/2015
15-P0035816	400.00	IRVINE CHAMBER OF COMMERCE	District Business/Sponsorships	SP		5/1/2015
15-P0035817	1,004.24	FOTRONIC CORP	Equipment - Federal Progs >200	SP		5/1/2015
15-P0035818	64.00	OCSBA ORANGE CO SCHOOL BOARD ASSOC	Conference Expenses			5/1/2015
15-P0035819	1,830.00	NAEYC	Conference Expenses	SP		5/1/2015
15-P0035820	394.14	NEWARK CORP	Instructional Supplies	SP		5/1/2015
15-P0035821	1,850.82	INTERNATIONAL RIVERCENTER LESSEE, LLC	Conference Expenses	SP		5/1/2015
15-P0035822	900.00	WESTED	Conference Expenses	SP		5/1/2015
15-P0035823	4,862.00	MANCHESTER HOTEL	Other Participant Travel Exp	SP		5/1/2015
15-P0035824	2,011.50	UNISOURCE PAPER CO	Instructional Supplies	SP		5/1/2015
15-P0035825	1,485.00	ACADEMIC SENATE FOR	Conference Expenses	SP		5/1/2015
* 15-P0035826	378.97	B & H PHOTO VIDEO INC	Non-Instructional Supplies	SP		5/1/2015
15-P0035827	148.17	CDW GOVERNMENT INC.	Instructional Supplies	SP		5/1/2015
15-P0035828	300.00	COMPUTERLAND OF SILICON VALLEY	Software License and Fees	SP		5/1/2015
15-P0035829	500.00	MOMMYCOMIC INC	Contracted Services	SP		5/1/2015
15-P0035830	900.00	BRIDGES TRANSITIONS CO	Software License and Fees	SP		5/1/2015
* 15-P0035831	7,796.45	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies			5/1/2015
* 15-P0035832	957.71	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies			5/1/2015
15-P0035833	10,069.49	GOLDEN STAR TECHNOLOGY, INC.	Equipment - All Other > \$1,000	SP		5/1/2015
15-P0035834	2,835.00	MCGRATH RENT CORP	Lease Agreement - Facility			5/1/2015
15-P0035835	56,570.00	MONTGOMERY HARDWARE CO	Bldg Impr - Contractor Svcs	SP		5/1/2015
15-P0035836	740.53	SO CAL LAND MAINTENANCE INC	Site Improvements			5/1/2015
15-P0035837	2,783.00	DEPT OF SOCIAL SERVICES	Other Licenses & Fees	SP		5/1/2015
15-P0035838	300.00	SCHOLASTIC INC	Instructional Supplies	SP		5/1/2015
15-P0159329	26,180.00	CHABOT COLLEGE	Contracted Services	SP		4/15/2015
15-P0159330	173,262.00	SO ORANGE COUNTY COMMUNITY COLLEGE DIST	Contracted Services	SP		4/15/2015
15-P0159331	396,925.00	SO ORANGE COUNTY COMMUNITY COLLEGE DIST	Contracted Services	SP		4/15/2015
15-P0159332	5,000.00	CHABOT COLLEGE	Contracted Services	SP		4/15/2015
15-P0159333	238,156.00	LOS ANGELES COMMUNITY COLLEGE DIST	Contracted Services	SP		4/27/2015
15-P0159334	139,057.00	LOS ANGELES COMMUNITY COLLEGE DIST	Contracted Services	SP		4/27/2015
15-P0159335	443,428.00	LOS ANGELES COMMUNITY COLLEGE DIST	Contracted Services	SP		4/27/2015
15-P0159336	30,000.00	SAN FRANCISCO COMMUNITY	Contracted Services	SP		4/28/2015
15-P0159337	37,000.00	ORANGE COUNTY DEPT OF ED	Contracted Services	SP		4/28/2015

4,14 (11)

Legend: \* = Multiple Accounts for this P.O. SP = Special Project

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
15-P0159338	48,571.00	LOS RIOS COMM COLLEGE DIST	Contracted Services	SP		4/28/2015
15-P0034033	6,825.18	MICHELANGELO LEASING INC	Transportation - Student			4/14/2015
		<b>Grand Total:</b>	<b>\$3,108,380.56</b>			

4.14 (12)

Legend: \* = Multiple Accounts for this P.O.      SP = Special Project

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM APRIL 12, 2015 THROUGH MAY 2, 2015  
BOARD MEETING OF MAY 26, 2015**

P.O. #	Amount	Description	Department	Comment
15-P0035471	\$15,945.95	Elmo interactive document cameras with HDMI input	SAC-Media Systems	Received Quotations: 1) * Golden Star Technology, Inc. 2) ITsavvy, LLC 3) Intelli-Tech 4) SHI Int'l Corp * Successful Bidder
15-P0035502	\$33,633.50	Consultant to provide hazardous material monitoring for the Dunlap Hall Renovation project at Santa Ana College	DO-Facility Planning	Board approved: March 23, 2015
15-P0035541	\$16,055.95	Dell laptop computers and related components	SAC-Admissions & Records	Purchased from the Western States Contracting Alliance (WSCA) Master Price Agreement #B27160 Board approved: November 16, 2009
15-P0035543	\$28,298.00	Textbooks for EOPS students at Santa Ana College	SAC-EOPS	
15-P0035546	\$20,350.00	Bus passes for (110) EOPS students at Santa Ana College	SAC-EOPS	
15-P0035553	\$83,800.00	Electrical Panel Replacement project at Santiago Canyon College Buildings A, B, & C	DO-Facility Planning	Bid #1262 Board approved: April 27, 2015
15-P0035554	\$37,500.00	Consultant to provide architectural services for improvements at the OC-Sheriff's Regional Training Academy	DO-Facility Planning	Board approved: April 13, 2015

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM APRIL 12, 2015 THROUGH MAY 2, 2015  
BOARD MEETING OF MAY 26, 2015**

P.O. #	Amount	Description	Department	Comment
15-P0035559	\$36,100.00	Annual renewal of Blackboard Connect - A Single Sign-on Emergency Mass Communication software	DO-Safety & Security	Board approved: April 28, 2014
15-P0035562	\$20,415.02	Dell computers and related components	SAC-Financial Aid	Purchased from the Western States Contracting Alliance (WSCA) Master Price Agreement #B27160 Board approved: November 16, 2009
15-P0035571	\$18,480.96	Vernier mini gas chromatograph, Logger Pro 3 software and related devices	SAC-Science, Math & Health Sciences	Received Quotations: 1) * Vernier Software & Technology 2) Thermo Fisher Scientific 3) Agilent Technologies * Successful Bidder
15-P0035584	\$23,201.13	Dell laptop computers and related components	SAC-Engineering Lab	Purchased from the Western States Contracting Alliance (WSCA) Master Price Agreement #B27160 Board approved: November 16, 2009
15-P0035593	\$29,458.18	Dell computers and related components	CEC-ITS	Purchased from the Western States Contracting Alliance (WSCA) Master Price Agreement #B27160 Board approved: November 16, 2009
15-P0035599	\$79,773.96	Dell computers and related components	SCC-ITS	Purchased from the Western States Contracting Alliance (WSCA) Master Price Agreement #B27160 Board approved: November 16, 2009

4.14 (14)

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM APRIL 12, 2015 THROUGH MAY 2, 2015  
BOARD MEETING OF MAY 26, 2015**

P.O. #	Amount	Description	Department	Comment
15-P0035617	\$19,201.32	Textbooks and instructional materials	CEC-Resource Center	
15-P0035660	\$16,897.00	Textbooks for Middle College students	SAC-Middle College	
15-P0035668	\$88,616.75	Santiago Canyon College Financial Aid FA Link student purchases transaction for Spring 2014	SAC-Auxiliary Services	
15-P0035669	\$110,643.63	Santa Ana College Financial Aid FA Link student purchases transaction for Spring 2014	SAC-Auxiliary Services	
15-P0035707	\$69,354.45	Dell laptop computers and related components	CEC-ITS	Purchased from the Western States Contracting Alliance (WSCA) Master Price Agreement #B27160 Board approved: November 16, 2009
15-P0035749	\$16,500.00	Professional services to provide Campus Emergency Phone Assessment	DO-Safety & Security	Board approved: March 9, 2015
15-P0035750	\$24,000.00	Professional services to provide Scholarship Processing and Management software and implementation	SCC-Financial Aid	Board approved: March 23, 2015
15-P0035781	\$24,995.00	U-Server Core software solutions including licenses, license subscription and pedagogical assessment, report and professional services	DO-ITS	Purchased from the Foundation for California Community Colleges Administrative Services Agreement CB #14-202

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM APRIL 12, 2015 THROUGH MAY 2, 2015  
BOARD MEETING OF MAY 26, 2015**

P.O. #	Amount	Description	Department	Comment
15-P0035790	\$30,000.00	Blanket PO for miscellaneous food and supplies for District's Child Development Centers	DO-Child Development Services	
15-P0035835	\$56,570.00	Door Hardware Replacement project at Santiago Canyon College Buildings A & B	DO-Facility Planning	Received Quotations: 1) * Montgomery Hardware Co. 2) GDL Best Contractors, Inc. * Successful Bidder
15-P0159329	\$26,180.00	Sub-agreement with Chabot-Las Positas CCD to implement the Sector Navigator-ICT/Digital Media program	DO-Educational Services	Board approved: December 8, 2014
15-P0159330	\$173,262.00	Sub-agreement with South Orange CCD-Irvine Valley College to implement the Career Technical Education Enhancement Fund program	DO-Educational Services	Board approved: January 12, 2015
15-P0159331	\$396,925.00	Sub-agreement with South Orange CCD-Saddleback College to implement the Career Technical Education Enhancement Fund program	DO-Educational Services	Board approved: January 12, 2015
15-P0159333	\$238,156.00	Sub-agreement with Los Angeles CCD-Los Angeles Valley College to implement the Career Technical Education Enhancement Fund program	DO-Educational Services	Board approved: January 12, 2015
15-P0159334	\$139,057.00	Sub-agreement with Los Angeles CCD-Los Angeles Mission College to implement the Career Technical Education Enhancement Fund program	DO-Educational Services	Board approved: January 12, 2015

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM APRIL 12, 2015 THROUGH MAY 2, 2015  
BOARD MEETING OF MAY 26, 2015**

P.O. #	Amount	Description	Department	Comment
15-P0159335	\$443,428.00	Sub-agreement with Los Angeles CCD-Los Angeles Trade-Tech College to implement the Career Technical Education Enhancement Fund program	DO-Educational Services	Board approved: January 12, 2015
15-P0159336	\$30,000.00	Sub-agreement with San Francisco CCD- City College of San Francisco to implement the Sector Navigator-ICT/Digital Media program	DO-Educational Services	Board approved: March 23, 2015
15-P0159337	\$37,000.00	Grant sub-agreement with Orange County Superintendent of Schools to provide AB 86 Adult Education Consortium Planning Grant project management plan narrative	SCC-OEC	Board approved: March 9, 2015
15-P0159338	\$48,571.00	Sub-agreement with Los Rios CCD-Folsom Lake College to implement the Sector Navigator-ICT/Digital Media program	DO-Educational Services	Board approved: December 8, 2014

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
15-B0000852	1,185.48	BROWN BAG SANDWICH CO. INC.	Purchases – Gen Merch			4/15/2015
* 15-B0000853	1,557.34	RYAN DISTRIBUTORS	Purchases - Taxable			4/15/2015
15-B0000854	468.00	SAFE NAVIGATION, INC.	Diversified Agency Fund Expens			4/16/2015
15-B0000855	1,237.00	SKULLS UNLIMITED INTERNATIONAL INC	Diversified Agency Fund Expens			4/16/2015
15-B0000856	200.00	MARINE DEPOT AQUARIUM SUPPLIES	Diversified Agency Fund Expens			4/20/2015
* 15-B0000857	4,968.66	RYAN DISTRIBUTORS	Purchases – Gen Merch			4/21/2015
15-B0000858	478.19	BUSINESS MACHINES SECURITY	Diversified Agency Fund Expens			4/22/2015
15-B0000859	413.64	BROWN BAG SANDWICH CO. INC.	Purchases – Gen Merch			4/27/2015
* 15-B0000860	11,590.90	RYAN DISTRIBUTORS	Purchases – Gen Merch			4/28/2015
* 15-B0000861	8,668.82	BROWN BAG SANDWICH CO. INC.	Purchases – Gen Merch			4/28/2015
* 15-B0000862	900.00	NEBRASKA BOOK COMPANY, INC.	Other Operating Exp & Services			4/30/2015
<b>Grand Total:</b>		<b>\$31,668.03</b>				

4.14 (18)

Legend: \* = Multiple Accounts for this P.O.      SP = Special Project

P.O. #	Amount	Vendor Name	Classification	Date
GM-DON001898	\$301.50	TLC	General Merchandise	4/13/2015
GM-DON001899	\$339.60	TLC	General Merchandise	4/13/2015
GM-DON001949	\$1,476.00	CHAMPION PRODUCTS INC	General Merchandise	4/27/2015
GM-DON001977	\$445.92	4IMPRINT	General Merchandise	4/15/2015
GM-DON001984	\$449.00	FDM CLASS	General Merchandise	4/22/2015
GM-DON001985	\$868.50	AIA ADVENTURES IN ADVERTISING	General Merchandise	4/23/2015
GM-DON001986	\$190.00	COMTEL-EDGEWISE	General Merchandise	4/23/2015
GM-DON001989	\$1,325.00	ANNE TOURAINE	General Merchandise	4/27/2015
GM-DONCX0001	\$267.00	LEGACY ATHLETIC	General Merchandise	4/13/2015
GM-DONCX0010	\$732.60	LXG	General Merchandise	4/16/2015
GM-DONCX0014	\$552.00	CHAMPION PRODUCTS INC	General Merchandise	4/21/2015
GM-DONCX0015	\$348.00	CHAMPION PRODUCTS INC	General Merchandise	4/16/2015
GM-DONCX0018	\$471.60	CHAMPION PRODUCTS INC	General Merchandise	4/16/2015
GM-HAWK001628	\$508.49	PENS ETC.	General Merchandise	4/20/2015
GM-HAWK001629	\$875.00	GRAD AWARDS	General Merchandise	4/21/2015
GM-HAWK001630	\$133.92	STYLE PASIFIKA	General Merchandise	4/27/2015
GM-HAWK001631	\$250.00	GRAD AWARDS	General Merchandise	4/29/2015
GM-HAWK001632	\$180.00	NEIL ENTERPRISES	General Merchandise	4/30/2015
TX-CEC000283	\$60.00	CAMBRIDGE UNIVERSITY PRES	Textbook	4/28/2015
TX-DON003035	\$3,198.70	NEBRASKA BOOK COMPANY	Textbook	4/15/2015
TX-DON003036	\$1,768.00	CENGAGE LEARNING	Textbook	4/15/2015
TX-DON003037	\$2,717.79	MBS TEXTBOOK EXCHANGE	Textbook	4/16/2015
TX-DON003038	\$10.05	MONTEZUMA PUBLISHING	Textbook	4/22/2015
TX-DON003039	\$193.60	IFSTA	Textbook	4/22/2015
TX-DON003040	\$291.25	MBS TEXTBOOK EXCHANGE	Textbook	4/23/2015
TX-DON003041	\$181.25	MBS TEXTBOOK EXCHANGE	Textbook	4/23/2015
TX-DON003042	\$5,644.70	MBS TEXTBOOK EXCHANGE	Textbook	4/23/2015
TX-DON003043	\$286.00	NAPER PUBLISHING	Textbook	4/24/2015
TX-DON003044	\$724.59	NEBRASKA BOOK COMPANY	Textbook	4/24/2015
TX-DON003045	\$1,039.44	MBS TEXTBOOK EXCHANGE	Textbook	4/24/2015
TX-DON003046	\$9,899.59	NEBRASKA BOOK COMPANY	Textbook	4/27/2015
TX-DON003047	\$5,271.52	MBS TEXTBOOK EXCHANGE	Textbook	4/27/2015
TX-DON003048	\$637.79	BOOKBYTEDIRECT.COM	Textbook	4/28/2015
TX-DON003049	\$26.40	NEBRASKA BOOK COMPANY	Textbook	4/28/2015
TX-DON003050	\$29.82	MONTEZUMA PUBLISHING	Textbook	4/30/2015
TX-HAWK002301	\$319.80	NACSCORP	Textbook	4/14/2015
TX-HAWK002302	\$80.46	MONTEZUMA PUBLISHING	Textbook	4/23/2015

4.14 (19)

<b>P.O. #</b>	<b>Amount</b>	<b>Vendor Name</b>	<b>Classification</b>	<b>Date</b>
TX-HAWK002303	\$4.88	AMAZON	Textbook	4/24/2015
TX-HAWK002304	\$201.00	PEARSON EDUCATION	Textbook	4/29/2015
TX-HAWK002305	\$461.13	AMAZON	Textbook	4/29/2015

**Grand Total : \$42,761.89**

NO. 5.1  
**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
Educational Services

To:	Board of Trustees	Date:	May 26, 2015
Re:	Approval of Resource Development Items		
Action:	Request for Approval		

**ANALYSIS**

Items for the following categorical programs have been developed:

<b><u>Project Title</u></b>	<b><u>Award Date</u></b>	<b><u>Amount</u></b>
1. Child Development Training Consortium (SAC/SCC) - <i>Augmentation</i> Augmentation funds provided by the Yosemite Community College District/Child Development Training Consortium to recruit and assist students seeking a new or maintaining a current child development permit through the colleges Child Development Programs. (14/15). <i>No match required.</i>	05/05/15	\$3,537.50

**RECOMMENDATION**

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

Fiscal Impact:	\$3537.50	Board Date:	May 26, 2015
Prepared by:	Pat Carpenter, Administrative Secretary, Resource Development		
Submitted by:	Enrique Perez, J.D., Assistant Vice Chancellor or Educational Services		
Recommended by:	Dr. Raúl Rodríguez, Chancellor		

**SPECIAL PROJECT DETAILED BUDGET #1241**  
**NAME: CHILD DEVELOPMENT TRAINING CONSORTIUM - SANTA ANA COLLEGE & SANTIAGO CANYON COLLEGE**  
**FISCAL YEAR: 2014/2015**

CONTRACT PERIOD: 9/1/14 - 6/30/15

PROJ. ADM. Bart Hoffman/Aracely Mora

CONTRACT INCOME:

PROJ. DIR. Michelle Hardy

*Instructional Services*            12,500

Date: 05/14/2015

*Coordinator Stipend*            4,500

CFDA #: 93.575

Existing Total                        17,000

Prime Sponsor: Department of Health and Human Services Administration for Children and Families

*Augmentation (Amend 1)*        7,500

Fiscal Agent: Yosemite Community College District/Child Development Training Consortium

Revised Total                        24,500

Sub-Agreement No. 14-15-2885

*Augmentation (Amend 2)*       3,537.50

28,038

Datatel String					Description	Existing Budget		Revised Budget		Budget Change (+/-)	
Fd	Prj	Tops	Dept	Code		Debit	Credit	Debit	Credit	Debit	Credit
<b>Santa Ana College</b>											
12	1241	000000	10000	8199	Other Federal Revenues : Santa Ana College		23,465		26,773		3,308
<b>Coordinator Stipend</b>											
12	1241	619000	15717	1480	Part-Time Reassigned Time : Human Development	454		909		455	
12	1241	619000	15717	1483	Beyond Contr - Reassigned Time : Human Development <i>Michelle Hardy, Program Facilitator for SAC and SCC</i>	3,955		3,955		0	
12	1241	619000	15717	3115	STRS - Non-Instructional : Human Development	391		431		40	
12	1241	619000	15717	3325	Medicare - Non-Instructional : Human Development	64		71		7	
12	1241	619000	15717	3435	H & W - Retiree Fund Non-Inst : Human Development	44		49		5	
12	1241	619000	15717	3515	SUI - Non-Instructional : Human Development	3		3		0	
12	1241	619000	15717	3615	WCI - Non-Instructional : Human Development	106		117		11	
12	1241	619000	15717	5100	Contracted Services : Human Development	0		1,200		1,200	
<b>Instructional Services</b>											
12	1241	130500	15717	4310	Instructional Supplies : Human Development	4,983		4,983		0	
12	1241	732000	15717	7610	Books Paid for Students : Human Development	3,335		3,335		0	
12	1241	732000	15717	7640	Tuition Paid for Students : Human Development	10,130		11,720		1,590	
<b>Santiago Canyon College</b>											
<b>Instructional Services</b>											
12	1241	000000	20000	8199	Other Federal Revenues : Santiago Canyon College		1,035		1,265		230
12	1241	732000	25230	7610	Books Paid for Students : Human Development	435		635		200	
12	1241	732000	25230	7640	Tuition Paid for Students : Human Development	600		630		30	
<b>Total - 1241 Child Dvlp Training Consortium (SAC/SCC)</b>						<b>24,500</b>	<b>24,500</b>	<b>28,038</b>	<b>28,038</b>	<b>3,538</b>	<b>3,538</b>

5.1 (2)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To: Board of Trustees	Date: May 26, 2015
Re: Approval of Amendment to Sub-Agreements between RSCCD and Cerritos, Citrus and Los Angeles Community College Districts	
Action: Request for Approval	

**BACKGROUND**

The Senate approved an infusion of funds for CTE program development through SB852. The Chancellor's Office has apportioned these funds to regions throughout the state, which will be distributed by a community college district serving as the Fiscal Agent, in collaboration with the Regional Consortia. RSCCD was selected by the LA and OC regions to serve as the Fiscal Agent. The Fiscal Agent is responsible for distributing the funds to the colleges, monitoring the sub-awards, and performing reporting and audit services.

**ANALYSIS**

The Chancellor's Office has extended the end date for the CTE EF from March 30, 2016 to December 30, 2016. We are amending the CTE EF Local Share agreements, approved January 2015, with Cerritos, Citrus, East Los Angeles and Los Angeles Valley Colleges to extend the term of their agreements and amend the reporting requirements resulting from the extension.

(NOTE: The CTE EF project term and reporting requirements have been revised for the other Los Angeles and Orange County colleges through amendments to their subagreements approved by the Board on May 11, 2015.)

The CTE EF project director is Sarah Santoyo and the project administrator is Enrique Perez.

**RECOMMENDATION**

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

Fiscal Impact: \$0	Board Date: May 26, 2015
Prepared by: Sarah Santoyo, Director of Grants	
Submitted by: Enrique Perez, J.D., Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**First Amendment to Grant Sub-Agreement between  
Rancho Santiago Community College District  
and  
Cerritos Community College District**

This **First Amendment** (hereinafter “Amendment”) is entered into on this 26<sup>th</sup> day of May, 2015, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Cerritos Community College District on behalf of Cerritos College (hereinafter “SUBCONTRACTOR”) to amend Agreement DO-15-2214-01 (hereinafter “Agreement”), between the parties.

**WHEREAS**, RSCCD is the Fiscal Agent for the Career Technical Education Enhancement Fund (Grant No. 14-187-006) (hereinafter “Grant”) from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), and the purpose of the Grant is to develop, enhance, retool and expand quality Career Technical Education offerings that build upon existing community college regional capacity to respond to regional labor market needs;

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

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

**NOW, THEREFORE** it is mutually agreed by RSCCD and SUBCONTRACTOR to make the following amendments to the Agreement:

**Period of Performance will be amended as follows:**

2. Period of Performance

The period of performance for this Agreement shall be from January 1, 2015 through October 31, 2016.

**Reporting will be amended as follows:**

1. Reporting

- (a) Progress Reports. SUBCONTRACTOR agrees to submit progress reports as requested by the Fiscal Agent or the Chancellor’s Office.
- (b) Final Report. SUBCONTRACTOR agrees to submit an annual expenditure report and an end-of-year project report summarizing completion of the project consistent with the SUBCONTRACTOR’s Scope of Work, *Exhibit A*, The final report is due **December 15, 2016**.

**IN WITNESS WHEREOF**, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as the date by which both parties have signed the agreement.

**RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT**

**SUBCONTRACTOR: *Cerritos Community  
College District***

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

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

Name: Peter J. Hardash  
Vice Chancellor

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

Title: Business Operations/Fiscal Services

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

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

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

EIN: \_\_\_\_\_

\_\_\_\_\_  
Employer/Taxpayer Identification Number (EIN)

Board Approval Date: May 26, 2015

**First Amendment to Grant Sub-Agreement between  
Rancho Santiago Community College District  
and  
Citrus Community College District**

This **First Amendment** (hereinafter “Amendment”) is entered into on this 26<sup>th</sup> day of May, 2015, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Citrus Community College District on behalf of Citrus College (hereinafter “SUBCONTRACTOR”) to amend Agreement DO-15-2214-02 (hereinafter “Agreement”), between the parties.

**WHEREAS**, RSCCD is the Fiscal Agent for the Career Technical Education Enhancement Fund (Grant No. 14-187-006) (hereinafter “Grant”) from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), and the purpose of the Grant is to develop, enhance, retool and expand quality Career Technical Education offerings that build upon existing community college regional capacity to respond to regional labor market needs;

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

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

**NOW, THEREFORE** it is mutually agreed by RSCCD and SUBCONTRACTOR to make the following amendments to the Agreement:

**Period of Performance will be amended as follows:**

2. Period of Performance

The period of performance for this Agreement shall be from January 1, 2015 through October 31, 2016.

**Reporting will be amended as follows:**

1. Reporting

- (a) Progress Reports. SUBCONTRACTOR agrees to submit progress reports as requested by the Fiscal Agent or the Chancellor’s Office.
- (b) Final Report. SUBCONTRACTOR agrees to submit an annual expenditure report and an end-of-year project report summarizing completion of the project consistent with the SUBCONTRACTOR’s Scope of Work, *Exhibit A*, The final report is due **December 15, 2016**.

**IN WITNESS WHEREOF**, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as the date by which both parties have signed the agreement.

**RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT**

**SUBCONTRACTOR: *Citrus Community  
College District***

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

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

Name: Peter J. Hardash  
Vice Chancellor

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

Title: Business Operations/Fiscal Services

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

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

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

EIN: \_\_\_\_\_

\_\_\_\_\_  
Employer/Taxpayer Identification Number (EIN)

Board Approval Date: May 26, 2015

**First Amendment to Grant Sub-Agreement between  
Rancho Santiago Community College District  
and  
Los Angeles Community College District**

This **First Amendment** (hereinafter “Amendment”) is entered into on this 26<sup>th</sup> day of May, 2015, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Los Angeles Community College District on behalf of East Los Angeles College (hereinafter “SUBCONTRACTOR”) to amend Agreement DO-15-2214-05 (hereinafter “Agreement”), between the parties.

**WHEREAS**, RSCCD is the Fiscal Agent for the Career Technical Education Enhancement Fund (Grant No. 14-187-006) (hereinafter “Grant”) from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), and the purpose of the Grant is to develop, enhance, retool and expand quality Career Technical Education offerings that build upon existing community college regional capacity to respond to regional labor market needs;

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

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

**NOW, THEREFORE** it is mutually agreed by RSCCD and SUBCONTRACTOR to make the following amendments to the Agreement:

**Period of Performance will be amended as follows:**

2. Period of Performance

The period of performance for this Agreement shall be from January 1, 2015 through October 31, 2016.

**Reporting will be amended as follows:**

1. Reporting

- (a) Progress Reports. SUBCONTRACTOR agrees to submit progress reports as requested by the Fiscal Agent or the Chancellor’s Office.
- (b) Final Report. SUBCONTRACTOR agrees to submit an annual expenditure report and an end-of-year project report summarizing completion of the project consistent with the SUBCONTRACTOR’s Scope of Work, *Exhibit A*, The final report is due **December 15, 2016**.

**IN WITNESS WHEREOF**, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as the date by which both parties have signed the agreement.

**RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT**

**SUBCONTRACTOR: *Los Angeles  
Community College District***

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

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

Name: Peter J. Hardash  
Vice Chancellor

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

Title: Business Operations/Fiscal Services

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

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

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

EIN: \_\_\_\_\_

\_\_\_\_\_  
Employer/Taxpayer Identification Number (EIN)

Board Approval Date: May 26, 2015

**First Amendment to Grant Sub-Agreement between  
Rancho Santiago Community College District  
and  
Los Angeles Community College District**

This **First Amendment** (hereinafter “Amendment”) is entered into on this 26<sup>th</sup> day of May, 2015, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Los Angeles Community College District on behalf of Los Angeles Valley College (hereinafter “SUBCONTRACTOR”) to amend Agreement DO-15-2214-18 (hereinafter “Agreement”), between the parties.

**WHEREAS**, RSCCD is the Fiscal Agent for the Career Technical Education Enhancement Fund (Grant No. 14-187-006) (hereinafter “Grant”) from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), and the purpose of the Grant is to develop, enhance, retool and expand quality Career Technical Education offerings that build upon existing community college regional capacity to respond to regional labor market needs;

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

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

**NOW, THEREFORE** it is mutually agreed by RSCCD and SUBCONTRACTOR to make the following amendments to the Agreement:

**Period of Performance will be amended as follows:**

2. Period of Performance

The period of performance for this Agreement shall be from January 1, 2015 through October 31, 2016.

**Reporting will be amended as follows:**

1. Reporting

- (a) Progress Reports. SUBCONTRACTOR agrees to submit progress reports as requested by the Fiscal Agent or the Chancellor’s Office.
- (b) Final Report. SUBCONTRACTOR agrees to submit an annual expenditure report and an end-of-year project report summarizing completion of the project consistent with the SUBCONTRACTOR’s Scope of Work, *Exhibit A*, The final report is due **December 15, 2016**.

**IN WITNESS WHEREOF**, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as the date by which both parties have signed the agreement.

**RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT**

**SUBCONTRACTOR: *Los Angeles  
Community College District***

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

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

Name: Peter J. Hardash  
Vice Chancellor

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

Title: Business Operations/Fiscal Services

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

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

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

EIN: \_\_\_\_\_

\_\_\_\_\_  
Employer/Taxpayer Identification Number (EIN)

Board Approval Date: May 26, 2015

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To: Board of Trustees	Date: May 26, 2015
Re: Approval of the First Amendment to Sub-Agreement between RSCCD and Orange County Superintendent of Schools for the AB 86 Adult Education Consortium Planning Grant	
Action: Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District was awarded the AB 86 Adult Education Consortium Planning Grant (No. 13-328-043) from the Workforce and Economic Development Division of the California Community Colleges Chancellor's Office. The grant requires that RSCCD's adult education centers that include Centennial Education Center (CEC) and Orange Education Center (OEC) develop consortia to engage in regional planning for adult education. The consortia include RSCCD as the lead applicant and fiscal agent, and two school districts, Santa Ana Unified School District (SAUSD) and Orange Unified School District (OUSD), located within the geographical boundaries of the college district. The award amount is \$326,047 and the project performance period of March 5, 2014 through June 30, 2015 was extended to December 31, 2015.

**ANALYSIS**

The enclosed sub-agreement amendment (#DO-15-2259-02.01) with the Orange County Superintendent of Schools is to amend the performance period of January 1, 2015 through June 30, 2015 to be extended to December 31, 2015, and augment the total costs from \$37,000 to \$48,200 USD.

The project director is Mary Walker and the project administrators are James Kennedy, Vice President of Continuing Education/CEC and Jose Vargas, Vice President of Continuing Education/OEC.

**RECOMMENDATION**

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

Fiscal Impact: \$11,200	Board Date: May 26, 2015
Prepared by: Maria Gil, Resource Development Coordinator	
Submitted by: Enrique Perez, J.D., Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**FIRST AMENDMENT TO AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

This **FIRST AMENDMENT** is entered into this 26<sup>th</sup> day of May 2015, between Rancho Santiago Community College District (hereinafter "RSCCD") and the Orange County Superintendent of Schools (hereinafter "SUBCONTRACTOR") to amend that certain Agreement between the parties dated March 9, 2015, with a term of January 1, 2015 through June 30, 2015, (hereinafter "Term"); and

**WHEREAS**, RSCCD was awarded a "AB 86 Adult Education Consortium Planning Grant," grant agreement #13-328-043 (hereinafter "Grant") from the California Community Colleges Chancellor's Office, Workforce and Economic Development Division, to disseminate planning and implementation funds to regional consortia of community college districts, K-12 school districts, and other partner agencies, to develop regional plans to better serve the educational needs of adults; and

**WHEREAS**, SUBCONTRACTOR agreed to participate in the purpose of this Grant; and

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

**NOW, THEREFORE** it is mutually agreed by RSCCD and SUBCONTRACTOR to amend the following:

**ARTICLE I**

2. **Period of Performance**

The Term for this Agreement of January 1, 2015, through June 30, 2015, shall be extended to December 31, 2015.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$48,200 USD.

5. **Reporting**

SUBCONTRACTOR is responsible for completion and submission of a Final Summary Report on or before December 31, 2015. Reports related to this Agreement should be submitted to Mary Walker, Project Director via email at [walker\\_mary@sccollege.edu](mailto:walker_mary@sccollege.edu).

7. **Time Extensions**

RSCCD will not be requesting a time extension for program activities from the California Community Colleges Chancellor's Office. As a result, SUBCONTRACTOR will not be granted an extension. Therefore, SUBCONTRACTOR must spend up to the maximum amount of funds allocated through this Agreement within the timeframe of the Agreement.

Under this Agreement, SUBCONTRACTOR will only be reimbursed for expenses that are incurred prior to December 31, 2015.

Except as amended herein, all other terms and provisions of the Agreement, to the extent that they are not inconsistent with this FIRST AMENDMENT, remain unchanged.

**IN WITNESS WHEREOF**, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have hereby caused this FIRST AMENDMENT to the Agreement to be executed as of this 26<sup>th</sup> day of May 2015.

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SUBCONTRACTOR: ORANGE COUNTY  
SUPERINTENDENT OF SCHOOLS

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

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

Name: Peter J. Hardash  
Vice Chancellor

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

Title: Business Operations/Fiscal Services

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

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

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

Employer/Taxpayer Identification Number (EIN)  
95-6000943

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To:	Board of Trustees	Date: May 26, 2015
Re:	Approval of Sub-Agreement between RSCCD and the Orange County Superintendent of Schools/Central Orange County Career Technical Education Partnership (CTEp) for the Deputy Sector Navigator ICT/Digital Media Grant	
Action:	Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District was awarded the Deputy Sector Navigator - Information Communications Technology (ICT)/Digital Media grant #14-158-006 by the California Community Colleges Chancellor's Office – Workforce & Economic Development Division. The purpose of the ICT/DM grant is to focus its efforts to helping to close the state's skills gap by providing in-demand skills training for employers, creating career pathways and stackable credential programs, promoting student success and getting Californians into jobs.

**ANALYSIS**

The purpose of the ICT/DM grant is to focus its efforts on helping to close the state's skills gap by providing in-demand skills training for employers, creating career pathways and stackable credential programs, promoting student success and getting Californians into jobs. The DSN ICT has identified partners that will provide Information and Communications Technology/ Digital Media grant (ICT/DM) services within Orange County Region. Through this agreement CTEp will conduct professional development for ICT/Digital Media instructors to ensure their knowledge and skills are current with industry trends and workforce needs.

DO-15-2323-01 – OC Superintendent of Schools/Central Orange County Career Technical Education Partnership (CTEp) (\$10,000)

The project administrator is Enrique Perez and the project director is Gustavo Chamorro.

**RECOMMENDATION**

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

Fiscal Impact: \$10,000	Board Date: May. 26, 2015
Prepared by: Sarah Santoyo, Director of Grants	
Submitted by: Enrique Perez, J.D., Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**GRANT SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and the *Orange County Superintendent of Schools on behalf of Central Orange County Career Technical Education Partnership (CTEp)* (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, RSCCD was awarded a “Information and Communications Technology/ Digital Media” grant, (hereinafter “**Grant**”), #14-158-006, from the California Community Colleges Chancellor’s Office, Economic and Workforce Development Division, to disseminate funds to community colleges for them to implement the “Information and Communications Technology/ Digital Media” (hereinafter “**Program**”), to ensure a skilled workforce in support of the regional economy and industry sector and to establish career pathways for the regional community into those regional economies.

WHEREAS, **SUBCONTRACTOR** has agreed to participate in the purpose of the Grant, and

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

NOW, THEREFORE the **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

**ARTICLE I**

Statement of Work **SUBCONTRACTOR** agrees to perform the work described in the Project Application/ Scope of Work, *Exhibit A*, which by reference is incorporated into this Agreement.

2. Period of Performance

The period of performance for this Agreement shall be from May 27th, 2015 through December 31<sup>st</sup> 2015.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$10,000.00 USD.

4. Payment

50% of the award amount will be provided to **SUBCONTRACTOR**, upon **RSCCD**’s receipt of the fully executed Agreement and invoice for this disbursement. The remainder of the award will be paid upon receipt and approval of a final report and final invoice. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. Invoices referencing the Agreement contract number (refer to footer in this agreement) should be submitted to the following address:

**Digital Media Center**  
**ATTN: Sara Landa (Administrative Clerk)**  
**1300 S. Bristol Street Santa Ana, CA 92704**  
**sl40352@rsccd.edu**

5. Reporting

**SUBCONTRACTOR** is responsible for completion and submission of activities reports as requested related to this Agreement. Reports should be submitted electronically to **Sara Landa at sl40325@rsccd.edu**

6. Expenditure of Grant Funds.

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

7. Independent Contractor

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

8. Subcontract Assignment

None of the duties of, or work to be performed by, **SUBCONTRACTOR** under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written consent of **RSCCD**. No subcontract or assignment shall terminate or alter the legal obligation of **SUBCONTRACTOR** pursuant to this Agreement.

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

9. Record Keeping

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

10. Audit

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

Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement.

11. Mutual Indemnification

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

12. Termination

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

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

13. Notices

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

**Digital Media Center**  
**Gustavo Chamorro**  
**Deputy Sector Navigator/Project Director**  
**1300 S. Bristol Street**  
**Santa Ana, CA 92704**  
**(714) 241-5810**  
[chamorro\\_gustavo@rsccd.edu](mailto:chamorro_gustavo@rsccd.edu)

Orange County Superintendent of Schools  
Coordinator: Patricia McCaughey  
Email: dschneider@ocde.us  
Phone: (714)966-3534

**ARTICLE II**

1. Legal Terms and Conditions

Both parties, **RSCCD** and **SUBCONTRACTOR** will implement the project in accordance to all

conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 11/2012 and Article II, Rev. 11/2012), as set forth and incorporated into this Agreement by reference. As the **Grant** is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, **RSCCD** may modify this **Agreement** through an amendment, as needed.

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

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

*Orange County Superintendent of  
Schools/CTE*

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

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

Name: Peter J. Hardash  
Vice Chancellor

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

Title: Business Operations/Fiscal Services

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

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

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

95-6000943  
Employer/Taxpayer Identification Number (EIN)

Board Approval Date: May 26, 2015



## DEPUTY SECTOR NAVIGATOR SB 858

### PROJECT ABSTRACT

Background: Due to the speed of change faced by all of us today, industry standards in the Information and Communications Technology/Digital Media Arts (ICT/DMA) sector have increased exponentially. Teachers who have been out of the workplace for even a few years need professional development opportunities to learn first-hand about the new technologies in use. Teachers need to ensure their students have cutting-edge skills, which they will need to be competitive when seeking jobs in ICT/DMA. At the same time, many teachers need to upgrade their skills through industry certifications.

Proposed Project: The Orange County Department of Education – Central Orange County CTE Partnership (CTEp) serves the feeder schools served by the Rancho Santiago CCD. CTEp proposes to operate an externship and/or industry skills certification program in the ICT/DMA industry sector for Garden Grove, Orange and Santa Ana USD high school teachers, to take place during the summer and fall months of the 2015-16 academic year.

### NARRATIVE

The ICT/DMA industry sector serves the greatest number of high school students in the CTEp ROP. This year alone, more than 4,800 students are currently enrolled in ICT/DMA courses across the three districts. This industry sector contains eight high school career pathways in high-demand fields. Each pathway is served by CTE teachers, some of whom have more recent experience than others.

1. Design, Visual, and Media Arts
2. Performing Arts
3. Production and Managerial Arts
4. Game Design and Integration
5. Information Support and Services
6. Networking
7. Software and Systems Development
8. Games and Simulation

It is critical that our students are trained by teachers who have first-hand, state-of-the-industry knowledge of the ICT/DMA workplace.



EXHIBIT A  
Central Orange County CTE Partnership  
Orange County Department of Education

**NARRATIVE (CONT'D)**

This proposal addresses SB 858's project goals and objectives in the following areas:

- Professional Development: Completing Industry externships and skills certifications will lead to more highly qualified teachers. This will increase high school readiness and expand access to postsecondary education and careers.
- Curriculum Development: The lesson plans and/or project created will help train students in the latest technologies.
- Curriculum Revision: Development of new work-based projects will lead to curriculum upgrades of existing curriculum.
- Alignment of high school and community college CTE programs: More rigorous curriculum will lead to an increase the number of articulation agreements in ICT/DMA.

**PROJECT ACTIVITIES**

Beginning in Spring, 2015, teachers will be recruited from eight career pathways taught in the Garden Grove, Orange and Santa Ana USDs. Teachers will receive an orientation to the externship experience, and submit a proposal for their project. They will be paid for up to 20 hours to locate a company, become familiar with the latest trends in the industry, and develop a project, unit of study or lesson plan that will help their students understand the skills required in today's workplace. Teachers will complete their externships over the summer and fall months. After finishing their externships, teachers will turn in their work to the Project Director for review. Upon acceptance, the teachers will be compensated at the agreed-upon rate.

**PRIMARY CONTACTS FOR THE PROJECT**

**PROJECT DIRECTOR:**

Diana Schneider, MA CTE, Sr. Director  
Central Orange County CTE Partnership  
Orange County Department of  
Education  
2323 N. Broadway, Suite 301  
Santa Ana, CA 92706  
(714) 966-3538  
[dschneider@ocde.us](mailto:dschneider@ocde.us)

**PROJECT MANAGER:**

Ann Sebek, Project Manager,  
Work-Based Learning  
Central Orange County CTE Partnership  
Orange County Department of  
Education  
2323 N. Broadway, Suite 301  
Santa Ana, CA 92706  
(714) 966-3530  
[asebek@ocde.us](mailto:asebek@ocde.us)



EXHIBIT A  
 Central Orange County CTE Partnership  
 Orange County Department of Education

**WORK PLAN**

Dates:	Description of Activities:
June 1, 2015:	Recruit teachers in ICT/DMA to participate in externships or industry certification training. Conduct Externship Orientation.
June 15, 2015:	Deadline for teachers to submit a proposal outlining the curriculum project they would like to develop or the certification training they would like to attend.
June 22, 2015:	Proposals reviewed; participants selected and notified.
July 1, 2015:	Teachers begin externships or certification training activities. Project manager will monitor progress.
July 15, 2015:	First bi-monthly report due. (May & June)
September 15, 2015:	Second bi-monthly report due. (July & August)
September 30, 2015:	All externships and training activities have been completed.
October 15, 2015:	Curriculum projects or certification exams completed and delivered to CTEp.
October 30, 2015:	All Deliverables to RSCCD Final Report to RSCCD



CAREER  
TECHNICAL  
EDUCATION  
PARTNERSHIP  
(CTEP)

EXHIBIT A  
Central Orange County CTE Partnership  
Orange County Department of Education

Deputy Sector Navigator SB 858 Grant

**PROJECT BUDGET**

<b>Object Codes</b>	<b>Description</b>	<b>Amount</b>
4000	Books, Supplies, Instructional Materials	\$600
5210	Industry certification training and exams 4 @ \$500 each	\$2,000
5810	Teacher externships, 7 x 20 hrs. x \$50/hr. (\$1,000 each)	\$7,000
7000	Indirect - 4%	\$400
	TOTAL	\$10,000

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
EDUCATIONAL SERVICES**

To: Board of Trustees	Date: May 26, 2015
Re: Approval of Revision to Child Development Services Tuition Structure	
Action: Request for Approval	

**BACKGROUND**

The District operates four child development centers, one at each main campus, one at Centennial Education Center and an additional center at St. Peter Lutheran Church in Santa Ana. Families who do not qualify for subsidized care through grants, such as Early Head Start (EHS), California State Preschool Program (CSPP/CCTR), and Child Care Means Parents In School (CCMPIS), pay the full cost of child care in our centers. Of the total enrollment in the four centers, 10% of the families do not qualify for subsidized care and pay the full cost. Since fiscal year 2012-13, the Child Development Centers have been operating at a deficit. The General Fund has covered the operational deficit since that time with transfers of \$191,443 in 2012-13, \$337,238 in 2013-14 and an estimated \$350,000 in 2014-15. The revised tuition structure is part of the administration's plan to restore the program to self-sufficiency. Proposed revisions to the tuition rates, discounts and payment procedures were presented to the Board at the December 8, 2014 meeting. Due to concerns expressed by parents and staff, the Board deferred action on this item pending further study.

**ANALYSIS**

Since the December meeting, the Child Development Services staff have continued to evaluate the tuition rates for child development facilities in Orange County. As a result of this review, tuition rates, discounts and payment procedures have been developed that are comparable to similar child development programs in Orange County. These draft changes have been presented to parents, staff and the leadership of CSEA Chapter 888 for review and comment and were presented to the Board as an Information Item at the May 11, 2015 meeting.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the revised full-cost fee structure for the Child Development Centers, effective August 1, 2015.

Fiscal Impact: \$113,858 (annual estimate)	Board Date: May 26, 2015
Item Prepared by: Janneth Linnell, Executive Director, Child Development Services	
Item Submitted by: John Didion, Executive Vice Chancellor, Human Res. & Ed. Services	
Item Recommended by: Raul Rodriguez, Chancellor	



## Tuition Fee Implementation Plan

### Implementation Action Steps

The Executive Director will meet with parents, qualified staff, to review the fee structures and discuss costs associated with program operations. When deemed necessary by staff, market rates surveys will be conducted to determine tuition rates in like programs and ensure our rates are within market value. At all times, the Executive Director will attempt to mitigate increases to tuition rates.

If tuition increases are determined to be necessary, the following steps will be taken to phase in tuition increases:

- Executive Director will provide recommended increases to administrative staff for review and input.
- Executive Director will advise parents about potential increase prior to implementation
- Once administration has approved recommended increases, Board of Trustees approval will be requested.
- Once approved and new rates are established, current parents will be given three month advance notice of tuition rate increase. New families will pay increase upon enrollment and will not be given advance notice.

### Tuition Structure Recommendations

Assess tuition on a monthly basis rather than a daily rate. The standard monthly fee will depend on the number of days per week a child is scheduled to attend (use tuition chart below to determine monthly tuition).
Standardize service days (limit 2 day option to Tuesday and Thursday and; 3 day option to Monday, Wednesday, and Friday) and discontinue 4 day per week option.
Include extended care until 6pm at no additional charge and discontinue discount for early pick-up by 4pm.
Charge a prorated rate for months with 2 weeks or less of services (August and December)
Increase Child Development Fee for Service calendar by 5 services days.
Provide a 15% student discount (must be currently enrolled and successfully complete 6 units per semester).
Provide a 15% employee discount for all current staff with an additional 10% discount on a second child's tuition.
Provide a 10% discount for a second child's tuition, if parent is not an employee.
Change the Fee Assessment and Collection policy outlined in the Parent Handbook

Current Rates

<i>Extended day</i> 7:30am-6:00pm	<b>INFANTS</b> <b>6-18 MONTHS</b>	<b>TODDLERS</b> <b>18-36 MONTHS</b>	<b>PRESCHOOL</b> <b>36-60 MONTHS</b>
2 DAYS	\$81 (\$648 monthly*)	\$74 (\$592 monthly*)	\$60 (\$592 monthly*)
3 DAYS	\$75 (\$900 monthly**)	\$68 (\$816 monthly**)	\$55 (\$660 monthly**)
4-5 DAYS	\$70 (\$1,400 monthly***)	\$63 (\$1,260 monthly***)	\$51(\$1,020 monthly***)

<i>Shorten day</i> 7:30am-4:00pm	<b>INFANTS</b> <b>6-18 MONTHS</b>	<b>TODDLERS</b> <b>18-36 MONTHS</b>	<b>PRESCHOOL</b> <b>36-60 MONTHS</b>
2 DAYS	\$62 (\$495 monthly*)	\$57 (\$456 monthly*)	\$45 (\$360 monthly*)
3 DAYS	\$59 (\$708 monthly**)	\$54 (\$648 monthly**)	\$43 (\$516 monthly**)
4-5 DAYS	\$56 (\$1,120 monthly***)	\$51 (\$1,020monthly***)	\$41 (\$820 monthly***)

\*based on 8 days per month (2 days x 4 weeks)

\*\*based on 12 days per month (3 days x 4 weeks)

\*\*\*based on 20 days per month (5 days x 4 weeks)

Proposed Tuition Structure

<i>7:30am-6:00pm</i>	<b>INFANTS</b> <b>6-18 MONTHS</b>	<b>TODDLERS</b> <b>18-36 MONTHS</b>	<b>PRESCHOOL</b> <b>36-60 MONTHS</b>
2 DAYS	\$81 (\$648 monthly*)	\$74 (\$592 monthly*)	\$60 (\$592 monthly*)
3 DAYS	\$75 (\$900 monthly**)	\$68 (\$816 monthly**)	\$55 (\$660 monthly**)
5 DAYS	\$70 (\$1,400 monthly***)	\$63 (\$1,260 monthly***)	\$51(\$1,020 monthly***)

\*based on 8 days per month (2 days x 4 weeks)

\*\*based on 12 days per month (3 days x 4 weeks)

\*\*\*based on 20 days per month (5 days x 4 weeks)

Market Rate Comparison

	<b>2 DAY</b>	<b>3 DAY</b>	<b>5 DAY</b>	<b>NOTES</b>
<b>COLLEGE LAB SCHOOL</b>				
<b>RSCCD</b> HRS: 7:30AM – 6:00PM	\$480 MONTHLY	\$660 MONTHLY	\$1020 MONTHLY	-Food included -Lab school -NAEYC accredited -1:8 child ratio -Research-based curriculum and assessment
<b>OCC- HARRY &amp; GRACE COSTA MESA, CA</b> HRS: 7:00AM – 6:00PM (714) 432-5569 X 26702	\$400 MONTHLY	\$600 MONTHLY	\$1000 MONTHLY	-Food included -Lab school -Not NAEYC accredited -1:8 child ratio -Research-based curriculum and assessment
<b>IVC CHILD DEV CENTER IRVINE, CA</b> (949) 451-5785 And <b>SADDLEBACK CHILD DEV CENTER</b> (949) 584-4582 HRS: 7:00AM - 6:00PM	\$550 MONTHLY	\$780 MONTHLY	\$1,070 MONTHLY	-Food not included, except for snack -Not NAEYC accredited -Lab school -1:12 child ratio -Research-based curriculum and assessment
<b>UCI CHILD DEV CENTER</b> Irvine, CA HRS: 7:30AM – 6:00PM (949) 824-3028	N/A	N/A	\$1,150 MONTHLY	-Food not included except for snack -NAEYC accredited -Lab school -1:8 child ratio -Research-based curriculum and assessment
<b>CSUF CHILD DEV CENTER</b> FULLERTON, CA HRS: 7:00AM – 6:00PM (657) 278-2961	\$560 MONTHLY	\$840 MONTHLY	\$1,100 MONTHLY	-Food Included -NAEYC accredited -Lab school -1:8 child ratio -Research-based curriculum and assessment
<b>COMMUNITY PRIVATE AND SUBSIDIZED SCHOOLS</b>				
<b>FAITH PRESCHOOL</b> SANTA ANA, CA HRS: 7:00AM – 6:00PM (714) 545-4738	\$300 MONTHLY	\$425 MONTHLY	\$700 MONTHLY	-Food not included -Not NAEYC accredited -Faith based; subsidized by church -1:12 child ratio -Theme-based curriculum without assessment
<b>GIANT STEPS</b> COSTA MESA, CA HRS: 7:00AM – 6:00PM (714) 540-1775	\$440 MONTHLY	620 MONTHLY	\$720 MONTHLY	-Food Included -Not NAEYC accredited -Private -1:12 child ratio -Theme-based curriculum without assessment
<b>MY FIRST MONTESSORI</b> HUNTINGTON BEACH, CA HRS: 6:30PM – 6:30PM (714) 842-7337	\$540 MONTHLY	\$716 MONTHLY	\$876 MONTHLY	-Food not included -\$4.75 extra per meal -Not NAEYC accredited -Private -1:12 ratio -Montessori curriculum and assessment
<b>CHILDREN'S VILLAGE</b> ORANGE, CA HRS: 7:00AM – 6:00PM (714) 633-3133	\$574 MONTHLY	\$786 MONTHLY	\$1,076 MONTHLY	-Food included -Not NAEYC accredited -Private -1:12 child ratio -Emergent curriculum and DRDP assessment
<b>ROBERT MAYER</b> HUNTINGTON BEACH, CA HRS: 7:00AM – 6:00PM (714) 899-5900	\$420 MONTHLY	\$520 MONTHLY	\$620 MONTHLY	-Food not included -Not NAEYC accredited -Boys and Girls Club subsidized -1:12 child ratio -Themed-based curriculum and DRDP assessment

Implementation Timeline

April 29-30

Executive Director will convene two meetings to discuss proposed rate increases with parents.

May 11

Presented to the Board as an Information Item

May 28

Board Approval Requested

May

Executive Director will inform staff and parents (in writing) regarding the new tuition rates

June – July

All RSCCD brochures, literature and website data will be revised to assure potential families and community are aware of current tuition fees.

August 1, 2015

Rate increase is effective

### Fee Assessment and Collection Policy (as outlined in Parent Handbook)

- The RSCCD Board of Trustees approves fee for service child care fees.
- Fees are assessed based on contracted number of days per month, whether or not the child attends
- Parents are issued a fee statement by the fifteenth (15) day of each month for the following month.
- Fees are due /payable on the first school day of the current month.
- Fees may be paid by check, money order or cashier check made payable to RSCCD.
- If fees are not received by the seventh (7th) calendar day of the month, a \$15.00 late fee may be charged.
- Fees shall be considered delinquent if not submitted by the seventh (7th) calendar day of the current month and a Delinquent Fee Notice will be issued.
- Delinquent fees may be grounds for termination for child care services.
- The center director will consider a reasonable plan from the parent(s) for payment of delinquent fees and continuation of services for the child, provided the parent pays current fees when due and complies with the provisions of the repayment plan.
- All personal checks returned due to non-sufficient funds (NSF) will be forwarded to the Student Business Office and a \$25.00 service fee will be charged. At that point, a parent must contact the Student Business Office to arrange payment.
- Upon receipt of a third non-sufficient funds check within one fiscal year, all child care payments will be required to be made in the form of a money order or cashier's check.
- Upon termination of services for nonpayment of delinquent fees, the family shall be ineligible for child care and development services until all delinquent fees are paid.

### Fee Assessment and Collection Policy (Proposed)

- The RSCCD Board of Trustees approve fee for service child care fees.
- Fees are assessed based on contracted monthly rate, whether or not the child attends.
- Parents are issued a fee statement by the 15th of each month for the subsequent month
- Fees are due on the first calendar day of the month
- Fees must be paid by check, money orders, or cashier's check made payable to RSCCD
- Fees are delinquent if not received by the 7th calendar day of the month, a \$15.00 late fee will be charged
- Delinquent fees are grounds for termination of child care services
- The executive director will consider a reasonable plan for payment of delinquent fees and a continuation of services for the child(ren), provided the parent(s) pays current fees when due and comply with the provisions of the repayment plan. All personal checks returned due to non-sufficient funds (NSF) will be forwarded to the Student Business Office and a \$25.00 service fee will be charged. At that point, a parent must contact the Student Business Office to arrange payment.
- Upon receipt of a non-sufficient funds check, all child care payments must be made in the form of a money order or cashier's check
- Upon termination of services for nonpayment of delinquent fees, the family shall be ineligible for child care and development services until all delinquent fees are paid
- All delinquent fees and non-payment will be aggressively pursued for collection and will result in a negative report on your credit

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**Human Resources and Educational Services**

To:	Board of Trustees	Date May 26, 2015
Re:	First Reading of Board Policy	
Action:	Information	

**BACKGROUND**

The Board Policy Committee met on May 14, 2015 and reviewed new and revised policies. These policies are now presented for first reading.

**ANALYSIS**

The District subscribes to the Policy and Procedure Service of the Community College League of California (CCLC). This service provides the district with model board policies which comply with state law, Title 5 regulations and address the relevant accreditation standards. CCLC provides the District with semi-annual updates to these policies, which reflect recent changes in law, state regulations and accreditation standards. The Board Policy Committee is recommending that the attached policies be updated and revised to conform to the CCLC recommendations.

**RECOMMENDATION**

These policies are presented for first reading as an information item.

Fiscal Impact: None	Board Date: May 26, 2015
Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Recommended by: Dr. Raúl Rodríguez, Chancellor	

# **BP 2410 ~~Setting Policy~~ Board Policies and Administrative Regulations**

**Reference:** Education Code Section 70902;

ACCJC Accreditation Standards IV.C.7, IV.D.4, I.B.7, and I.C.5 (formerly IV.B.1.b & e)

The Board may adopt such policies as are authorized by law or determined by the Board to be necessary for the efficient operation of the District. Board policies are intended to be statements of intent by the Board on a specific issue within its subject matter jurisdiction.

The policies have been written to be consistent with provisions of law, but do not encompass all laws relating to District activities. All District employees are expected to know of and observe all provisions of law pertinent to their job responsibilities.

Policies of the Board may be adopted, revised, added to, or amended at any regular board meeting by a majority vote. Any adoption and/or approval of new Board policies or changes to existing Board policies must take place as part of a two meeting approval process. The first meeting will be considered the "**FIRST READING, INFORMATION ONLY**" of the policy or change to existing policy for the purpose of review, questions and answers, and other considerations of the recommendation. At the second meeting, it will be considered the "**SECOND READING, ACTION ITEM.**" The Board will consider the item for action, which may have been modified at either the first or second reading. If the modification at the second reading is major, as determined by the Board, such a reading will be termed a first reading and introduced at a subsequent Board meeting as a second reading. The Board shall regularly assess its policies for effectiveness in fulfilling the District's mission.

The Chancellor is authorized to amend policies without Board approval for the following reasons:

- Correction of typographical errors,
- Revisions/additions to statutory and regulatory references.

The Chancellor shall notify the Board when these corrections or revisions are made.

The RSCCD Board of Trustees believes that a major trustee role is to set policy for the District. In setting policy, the Board wants to create and work within a participatory environment with respect for students and all employee groups. For developing policies regarding the academic and professional matters numbered 1, 2, 3, 5, and 8, the Board will consult collegially with the faculty by relying primarily on the advice and judgment of the Academic Senate (per previous agreement with the Senate).\*

For developing policy regarding the other five academic and professional matters, the Board will consult with the faculty through the mutual agreement process previously agreed upon. At RSCCD, the mutual agreement process is the use of the shared governance structure consisting of councils, committees, and the District Council. Further, representatives of staff and student groups are encouraged to work within the established processes to address the issues of the District.

The Board of Trustees values consensus building; however, it realizes its legal responsibility to make final decisions regarding policy.

\*For the following items the Board of Trustees will rely primarily upon the advice of the Academic Senate:

- 1) Curriculum, including establishing prerequisites and placing courses within disciplines;
- 2) Degree and certificate requirements; 3) Grading policies; 5) Standard or policies regarding student preparation and success; 8) Policies for faculty professional development activities;

For the following items, the Board of Trustees will come to mutual agreement with the Academic Senate:

4) Educational program development; 6) District and college governance structures, as related to faculty roles; 7) Faculty roles and involvement in accreditation processes, including self study and annual reports; 9) Processes for program review; 10) Processes for institutional planning and budget development.

Administrative regulations are to be issued by the Chancellor as statements of method to be used in implementing Board Policy. Such administrative regulations shall be consistent with the intent of Board Policy. Administrative regulations may be revised as deemed necessary by the Chancellor. The Board reserves the right to direct revisions of the administrative ~~procedures~~ regulations should they, in the Board's judgment, be inconsistent with the Board's own policies.

Copies of all board policies and administrative ~~procedures~~ regulations shall be readily available to District employees through the District website.

**Revised: ~~August 19, 2013~~ \_\_\_\_\_ (Previously BP9001 and BP9023)**

## **BP 3225 Institutional Effectiveness (New)**

### **References:**

Education Code Sections 78210 et seq., and 84754.6:

ACCJC Accreditation Standard I.B.5 - 9

The Board is committed to developing goals that measure the ongoing condition of the District's operational environment. The Board regularly assesses the District's institutional effectiveness.

**Adopted:** \_\_\_\_\_

## BP 3430 Prohibition of Harassment

**Reference:** Education Code Sections 212.5, 44100, 66252, and 66281.5; Government Code Sections 12940 and 12950.1; Title VII of the Civil Rights Act of 1964, 42 U.S. Code Annotated Section 2000e

All forms of harassment are contrary to basic standards of conduct between individuals and are prohibited by state and federal law, as well as this policy, and will not be tolerated. The District is committed to providing an academic and work environment that respects the dignity of individuals and groups. The District shall be free of sexual harassment and all forms of sexual intimidation and exploitation including acts of sexual violence. It shall also be free of other unlawful harassment, including that which is based on any of the following statuses: race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation of any person, or military and veteran status, or because he or she is perceived to have one or more of the foregoing characteristics.

The District seeks to foster an environment in which all employees, ~~and~~ students, unpaid interns, and volunteers feel free to report incidents of harassment without fear of retaliation or reprisal. Therefore, the District also strictly prohibits retaliation against any individual for filing a complaint of harassment or for participating in a harassment investigation. Such conduct is illegal and constitutes a violation of this policy. All allegations of retaliation will be swiftly and thoroughly investigated. If the District determines that retaliation has occurred, it will take all reasonable steps within its power to stop such conduct. Individuals who engage in retaliatory conduct are subject to disciplinary action, up to and including termination or expulsion.

Any student, ~~or~~ employee, unpaid intern, or volunteer who believes that he or she has been harassed or retaliated against in violation of this policy should immediately report such incidents by following the procedures described in AP 3435. Supervisors are mandated to report all incidents of harassment and retaliation that come to their attention.

This policy applies to all aspects of the academic environment, including but not limited to classroom conditions, grades, academic standing, employment opportunities, scholarships, recommendations, disciplinary actions, and participation in any community college activity. In addition, this policy applies to all terms and conditions of employment, including but not limited to hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, training opportunities and compensation.

To this end the Chancellor shall ensure that the institution undertakes education and training activities to counter discrimination and to prevent, minimize and/or eliminate any hostile environment that impairs access to equal education opportunity or impacts the terms and conditions of employment.

The Chancellor shall establish procedures that define harassment on campus. The Chancellor shall further establish procedures for employees, students, unpaid interns, volunteers and other members of the campus community that provide for the investigation and resolution of complaints regarding harassment and discrimination, and procedures for students to resolve complaints of harassment and discrimination. All participants are protected from retaliatory acts by the District, its employees, students, and agents.

This policy and related written procedures (including the procedure for making complaints) shall be widely published and publicized to administrators, faculty, staff, ~~and~~ students, unpaid interns, and volunteers particularly when they are new to the institution. They shall be available for students, ~~and~~ employees, unpaid interns and volunteers in all administrative offices.

Employees who violate the policy and procedures may be subject to disciplinary action up to and including termination. Students who violate this policy and related procedures may be subject to disciplinary measures up to and including expulsion. Unpaid interns who violate this policy and related procedures may be subject to disciplinary measures up to and including termination from the internship or other unpaid work experience program.

**Adopted: August 19, 2013; Revised ~~July 21, 2014~~ \_\_\_\_\_**

## **BP 4040 Library and Learning Support Services**

**Reference:** Education Code Section 78100; Civil Code Section 1798.90; ACCJC Accreditation Standard II

The District shall have library and learning support services that are an integral part of the institution's educational program and will comply with the requirements of the Reader Privacy Act.

**Adopted July 21, 2014; Revised \_\_\_\_\_**

## **BP 5700 Intercollegiate Athletics**

**References:** Education Code Sections 78223, 66271.6, 66271.8, 67360 et seq.; 20 U.S. Code Sections 1681 et seq.; ACCJC Accreditation Standard II.C.4

The District's colleges shall maintain organized programs for men and women in intercollegiate athletics. The District will offer opportunities for participation in athletics equally to male and female students consistent with state and federal law. ~~The programs shall not discriminate on the basis of gender in the availability of athletic opportunities.~~

The Chancellor shall assure that the athletics programs comply with state law, the California Community College Athletic Association (CCCAA) and Sport Championship Handbooks, and appropriate Conference Constitution regarding student athlete participation.

Revised ~~July 21, 2014~~ \_\_\_\_\_ (Previously BP6127)

~~References Updated: March 16, 2015~~

# BP 6700 Civic Center and Other Facilities Use

**Reference:** Education Code Sections 82537 and 82542

There is a Civic Center at each of the colleges and the District Office. The Civic Centers are the classrooms and public meeting areas at each location. Use of the Civic Center shall be granted as provided by law. The Chancellor shall establish procedures regarding the use of District property and facilities, including property designated by the District as a Civic Center, by community groups, outside contractors, and others.

The administrative procedure shall reflect the requirements of applicable law, including Education Code Section 82537, regarding Civic Centers. The procedures shall include reasonable rules regarding the time, place, and manner of use of District facilities. They shall assure that persons or organizations using District property are charged such fees as are authorized by law. Public use of District property shall not interfere with scheduled instructional programs or other activities of the District on behalf of students.

No group or organization may use District property to unlawfully discriminate on the basis of race, color, religion, ancestry, national origin, military or veteran status, disability, sex (i.e., gender), gender identity, gender expression, or sexual orientation, or the perception that a person has one or more of the foregoing characteristics, or because a person associates with a person or group with one or more of these actual or perceived characteristics, or on any basis prohibited by law.

Use of the District's Civic Centers will be only for the purposes described by the California Legislature in Education Code Section 82537(a). These purposes include use by associations "formed for recreational, educational, political, economic, artistic, or moral activities of the public school districts" in order to "engage in supervised recreational activities" or "meet and discuss, from time to time, as they may desire, any subjects and questions which in their judgment appertain to the educational, political, economic, artistic, and moral interests of the citizens of the communities in which they reside" (Education Code Section 82537(a)). In granting permission to use the Civic Centers, the District will not discriminate on the basis of viewpoint with regard to organizations engaging in expressive activities on the topics and subject matters articulated above.

**Revised: ~~September 9, 2013~~ \_\_\_\_\_ (Previously BP1330)**

## **BP 7130 Compensation**

**Reference:** Education Code Sections 70902(b)(4), 72411, 87801, and 88160; Government Code Section 53200; U.S. Department of Education regulations on the Integrity of Federal Student Financial Aid Programs under Title IV of the Higher Education Act of 1965, as amended

Salary schedules, compensation and benefits, including health and welfare benefits, for all classes of employees and ~~each contract employee~~ administrator employed pursuant to a contract under Education Code section 72411 shall be established by the Board.

Payroll warrants will be processed for employees and Board of Trustees in accordance with federal, state and local laws and requirements.

### **Prohibition of Incentive Compensation**

The District shall not provide any commission, bonus, or other incentive payment based, directly or indirectly, on the success in securing enrollments or financial aid, to any person or entity engaged in any student recruiting or admission activities or in making decisions regarding the award of student financial assistance. Employees covered by this ban shall be referred to as "covered employees" for purposes of this policy. This prohibition is not applicable to circumstances pertaining to foreign students residing in foreign countries who are not eligible to receive federal student assistance.

**Revised ~~October 28, 2013~~ \_\_\_\_\_ (Previously BP3219)**

## **BP 7160 Professional Development (New)**

**Reference:** ACCJC Accreditation Standard III.A.14

It is the intent of the District to provide appropriate professional development opportunities for its employees.

**Adopted** \_\_\_\_\_

## BP 7340 Leaves

**Reference:** Education Code Sections 87763 et seq. and 88190 et seq. and citations below; Labor Code Sections 245 et seq.

The Chancellor shall establish procedures for employee leaves as authorized by law and by any collective bargaining agreements entered into by the District. Such leaves shall include, but are not limited to:

- illness or injury leaves for all classes of permanent employees (Education Code Sections 87781 and 88192);
- paid sick leave (Labor Code Section 246);
- vacation leave for members of the classified bargaining unit and managers;
- leave for service as an elected official of a community college District public employee organization, or of any statewide or national employee organization with which the local organization is affiliated or leave for a reasonable number of unelected classified employees for the purpose of enabling an employee to attend important organizational activities authorized by the public employee organization (Education Code Sections 87768.5 and 88210);
- leave of absence to serve as an elected member of the legislature (Education Code Section 87701);
- pregnancy leave (Education Code Sections 87766 and 88193; Government Code Section 12945);
- leave to bond with a new child (Education Code Sections 87784.5 and 88207.5);
- use of illness leave for personal necessity (Education Code Sections 87784; 88207);
- industrial accident and illness leave (Education Code Sections 87787 and 88192);
- bereavement leave (Education Code Sections 87788 and 88194);
- jury service or appearance as a witness in court (Education Code Sections 87036 and 87037);
- military service (Education Code Section 87700); and
- sabbatical leaves for permanent faculty

Management employees earn 2.25 days of vacation a month. Any use of vacation time requires advanced approval by the immediate supervisor. An employee may not have more than fifty-four (54) days of unused vacation on July 1st of any given year.

In addition to these policies and collective bargaining agreements, the Board retains the power to grant leaves with or without pay for other purposes or for other periods of time.

**Revised ~~October 28, 2013~~ \_\_\_\_\_**  
**(Previously BP 4114; 4115; 4404; 4405; 4406; 4407; 4408; 4409; 4410; 4412 and 4413)**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET  
MANAGEMENT/ACADEMIC

May 26, 2015

MANAGEMENT

Revised Job Description/Attachment #1

Assistant Dean, Criminal Justice Academies  
Academic Administrator  
Grade Level F (No Change)

Appointment

Kikawa, Eve  
Dean  
Fine & Performing Arts Division  
Santa Ana College

Effective: May 27, 2015  
Salary Placement: B-2 \$128,492.55/Year  
(Requisition #AC15-0403)

FACULTY

Appointments

Alduenda, Leann  
Assistant Professor, Dance  
Fine & Performing Arts Division  
Santa Ana College

Effective: August 17, 2015  
Tentative Salary Placement: II-3 \$58,029.41/Year  
(Requisition #AC15-0427)

Breeden, Emma  
Assistant Professor, Psychology  
Arts, Humanities, & Social  
Sciences Division  
Santiago Canyon College

Effective: August 17, 2015  
Tentative Salary Placement: II-3 \$58,029.41/Year  
(Requisition #AC15-0408)

Fosmire, Edward  
Assistant Professor, Art History  
Fine & Performing Arts Division  
Santa Ana College

Effective: August 17, 2015  
Tentative Salary Placement: II-3 \$58,029.41/Year  
(Requisition #AC15-0423)

Johnson, Kimberly  
Assistant Professor, Biology  
Mathematics & Sciences Division  
Santiago Canyon College

Effective: August 17, 2015  
Tentative Salary Placement: II-3 \$58,029.41/Year  
(Requisition #AC15-0411)

**FACULTY (CONT'D)**

Appointments (cont'd)

Taylor, Michael  
Assistant Professor, Television/  
Video Communications  
Fine & Performing Arts Division  
Santa Ana College

Effective: August 17, 2015  
Tentative Salary Placement: I-3 \$54,010.08/Year  
(Requisition #AC15-0426)

Vasquez, Michelle  
Assistant Professor, Nursing  
Science, Math & Health  
Sciences Division  
Santa Ana College

Effective: August 17, 2015  
Tentative Salary Placement: II-3 \$58,029.41/Year  
(Requisition #AC15-0434)

Rehiring of Temporary Employees per E.C. 87470

Chaidez, Maria  
Assistant Professor/Counselor  
Counseling & Student Support  
Services Division  
Santiago Canyon College

Effective: July 30, 2015 - June 30, 2016  
Salary Placement: II-7 \$74,589.88/Year

Garnett, Susan  
Coordinator, Adult Secondary Education  
Centennial Education Center  
Continuing Education Division  
Santa Ana College

Effective: August 24, 2015 - June 2, 2016  
Salary Placement: III-15 \$90,550.30/Year

Janio, Jaroslaw  
Coordinator, Civics Education  
Centennial Education Center  
Continuing Education Division  
Santa Ana College

Effective: August 24, 2015 – June 2, 2016  
Salary Placement: VII-16 \$103,787.71/Year

Tashima, John  
Coordinator, ESL  
Centennial Education Center  
Continuing Education Division  
Santa Ana College

Effective: August 24, 2015 – June 2, 2016  
Salary Placement: III-12 \$83,085.83/Year

**FACULTY (CONT'D)**

*Ratification of Resignation/Retirement*

Wilson, Connie  
Professor, Office Technology &  
Computer Applications  
Continuing Education Division  
Santiago Canyon College

Effective: June 30, 2015  
(Last Day in Paid Status)  
Reason: Retirement

*Final Salary Placements*

Chaidez, Maria  
Assistant Professor/Counselor  
Counseling & Student Support  
Services Division  
Santiago Canyon College

Effective: April 13, 2015  
Final Salary Placement: II-7 \$74,589.88/Year  
(Temporary Employee per E.C. 87470)

Mishal, Amit  
Assistant Professor, Mathematics  
Science, Mathematics &  
Health Sciences Division  
Santa Ana College

Effective: August 17, 2015  
Final Salary Placement: VI-11 \$88,575.29/Year

*2014/2015 Contract Extension Days*

Lockhart, Ann  
Coordinator, CARE/CalWORKS  
Extended Opportunities, Programs,  
& Services  
Santa Ana College

Effective: June 9 – June 11, 2015  
Contract Extension Daily Rate: III-14, \$439.17

Mathis, Jane  
Counselor  
Extended Opportunities, Programs,  
& Services  
Santa Ana College

Effective: June 9 – June 11, 2015  
Contract Extension Daily Rate: III-15, \$451.58

*Stipends*

Foley, Denise  
Associate Professor, Biology  
Math & Sciences Division  
Santiago Canyon College

Effective: May 9, 2015  
Amount: \$150.00  
Reason: Staff Development  
(Pathways to Teaching, Project #2501)

**FACULTY (CONT'D)**

Stipends (cont'd)

Smith, Mark  
Associate Professor, Anatomy &  
Physiology  
Math & Sciences Division  
Santiago Canyon College

Effective: May 9, 2015  
Amount: \$150.00  
Reason: Staff Development  
(Pathways to Teaching, Project #2501)

Swift, Cynthia  
Associate Professor, Physics  
Math & Sciences Division  
Santiago Canyon College

Effective: May 9, 2015  
Amount: \$150.00  
Reason: Staff Development  
(Pathways to Teaching, Project #2501)

Part-time Hourly New Hires/Rehires

Dunham, John  
Instructor, Mathematics  
Mathematics & Sciences Division  
Santiago Canyon College

Effective: June 15, 2015  
Hourly Lecture/Lab Rates: II-3 \$56.79/\$51.11

Jara, Ricardo A  
Instructor, High School Subjects/Chemistry  
Student Affairs/Upward Bound  
Santa Ana College

Effective: July 1, 2015  
Hourly Lecture Rate: II-2 \$43.90

Le-Hessinger, Carlen T  
Instructor, Reading  
Humanities & Social Sciences Division  
Santa Ana College

Effective: August 24 2015  
Hourly Lecture Rate: II-3 \$56.79

Pineda, Edward A  
Instructor, High School Subjects/Math  
Student Affairs/Upward Bound  
Santa Ana College

Effective: July1, 2015  
Hourly Lecture Rate: II-3 \$45.00

Tran, Tien Thien  
Instructor, Modern Language/Vietnamese (equivalency)  
Humanities & Social Sciences Division  
Santa Ana College

Effective: August 24, 2015  
Hourly Lecture Rate: II-3 \$56.79

**FACULTY (CONT'D)**

*Non-paid Instructors of Record*

Denison, Kirk A.  
Instructor, Apprenticeship/Surveyor  
Business & Career Technical Education Division  
Santiago Canyon College

Effective: May 26, 2015

Scipio Blume, Robert  
Instructor, Apprenticeship/Surveyor  
Business & Career Technical Education Division  
Santiago Canyon College

Effective: May 26, 2015

*Non-paid Intern Service*

Cadenas, Marlon  
EOPS Intern  
Extended Opportunities Programs  
& Services  
Student Services  
Santa Ana College

Effective: June 1 – June 30, 2015  
College Affiliation: CS, Dominguez Hills  
Discipline: Human Services

Cadenas, Marlon  
EOPS Intern  
Extended Opportunities Programs  
& Services  
Student Services  
Santa Ana College

Effective: July 1 – June 30, 2016  
College Affiliation: CS, Dominguez Hills  
Discipline: Human Services

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
JOB DESCRIPTION  
ASSISTANT DEAN/CRIMINAL JUSTICE ACADEMIES**

**GENERAL RESPONSIBILITIES**

Overall responsibility to the Dean, Human Services & Technology for the planning, development, delivery, staffing and evaluation of criminal justice programs and services; performs other duties as assigned.

**SPECIFIC RESPONSIBILITIES**

Represents Santa Ana College with the Orange County's Sheriff's Department Training staff as well as other participating law enforcement agencies and Peace Officer Standards and Training (P.O.S.T.). Works with the Sheriff's Department and other law enforcement agencies to ensure proper scheduling of all courses/academies in appropriate facilities in a timely manner. Projects and monitors the annual production of FTES as a result of academy/course operation; projects and monitors costs related to academy/course operation. Assists in the Basic Academy selection process of non-affiliated academy students and monitors the progress of those students throughout the academy. Counsels individuals interested in a law enforcement career.

Identifies contract training opportunities, interviews prospects and develops proposals for contract education and funding. Oversees the design, delivery, staffing, funding and evaluation of instruction to public and private safety entities pursuant to contracts. Reviews programs for compliance with applicable laws, regulations, District policies and procedures. Is responsive to the needs of a culturally diverse community in order to increase access to college programs.

Coordinates departmental program review responsibilities including quadrennial course review and semi-annual SLO assessments for all active courses to achieve on-going, continual improvement as it relates to student learning.

Serves as the site coordinator at the Criminal Justice Training Center assuring that the facility and its systems are functioning properly. Manages facility key-control within district policy. Reports all facility deficiencies to the proper resource to facilitate repair or service. Identifies operational safety concerns to be addressed to promote student and staff safety.

**PERSONNEL**

Responsible for or effectively recommends the hiring, transfer, suspension, lay-off, recall, promotion, assignment, discipline, training, professional development, direction and evaluation of all Criminal Justice Academies' instructional contract personnel and classified staff; ensures compliance with district policies, rules, regulations, and

collective bargaining agreements. Monitors all personnel related to the academy operation to insure proper processing and payment for services rendered.

## **BUDGET/FUNDING**

Responsible for timely and accurate preparation, submission and administration of budgets; collects revenues, maintains accurate records and prepares required reports; identifies and secures funding for programs and prospects for services provided under contract.

Identifies and applies for available grant funding that will benefit the department or the facility.

## **PLANNING**

Responsible for evaluating potential offerings, opportunities, and means of maximizing instructional contract capabilities to public and private entities; analyzes demographics and 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.

## **COMMUNITY CONTACT/REPRESENTATION**

Maintains highly visible presence with public safety agencies including, but not limited to attendance at the Orange County Training Managers and Orange County Police Chiefs and Sheriff Association meetings. Represents the District on local and state levels on matters related to position to enhance criminal justice training opportunities for the District.

## **ESSENTIAL FUNCTIONS**

- A. Identifies and accurately analyzes needs and opportunities to market programs; aggressively markets, provides proposals and secures contracts for courses and programs; develops all departmental curriculum, staffing and evaluation of courses to be provided pursuant to contract. Supervises administration of contracts and reviews curriculum, staffing, delivery and evaluation of these programs.
- B. Maintains POST certification to serve as an academy instructor and fulfills academy teaching assignments as needed.
- C. Monitors part-time faculty LHE and assures compliance within contractual limits.
- D. Coordinates, chairs and documents semi-annual advisory committee meetings.
- E. Performs or supervises the performance of all personnel functions for assigned staff.
- F. Manages all aspects of the Criminal Justice Academy instructional contract programs.

## **REQUIRED SKILLS AND QUALIFICATIONS**

**Minimum Qualifications:** Master's degree and at least one year of experience in law enforcement, corrections, probation or parole at the command level (Commander, Captain or Chief), or a Bachelor's degree and at least six years of full-time management experience in the fields listed above. Successfully completed POST Academy Instructor Certification Course (AICC).

**Required Skills:** Ability to assess public safety training and educational needs and opportunities, to convincingly market and close contract, supervise the preparation, quality, evaluation and staffing of programs and courses, resolve conflicts, make public presentations, supervise assigned staff, and effectively represent the District's interest at the local and state levels.

## RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

## HUMAN RESOURCES DOCKET

CLASSIFIED

MAY 26, 2015

## CLASSIFIED

New Appointment

Rocha, Margarita Financial Aid Tech. (CL15-0630) Financial Aid/ SAC	Effective: May 13, 2015 Grade 8, Step 5 \$46,594.55
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Longevity Increments

Adams, Jennie Business Systems Analyst/ ITS/ District	Effective: June 1, 2015 Grade 15, Step 6 + 5PG(2500) + 5%L \$74,463.72
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Arvizu, Gloria Learning Center Specialist/ School of Continuing Education/SAC	Effective: May 1, 2015 Grade 8, Step 4 + 3PG (1500) + 2.5%L \$46,983.32
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Collins, Terrance Custodian/ Continuing Education/SCC	Effective: May 1, 2015 Grade 4, Step 6 + 7.5% GY + 2.5%L \$46,437.72
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Garcia, Leonardo Gardener Utility Worker/ Admin. Services/ SAC	Effective: May 1, 2015 Grade 8, Step 6 + 2.5%L \$50,151.23
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Goss, Gloria Administrative Clerk/ Continuing Education/ SCC	Effective: April 1, 2015 Grade 10, Step 6 + 2.5%Bil + 2.5%L @ 80% VF \$44,703.67
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Ho, Albert Applications Specialist III/ ITS/ District	Effective: May 1, 2015 Grade 19, Step 6 + 2PG (1000) + 5%L \$92,565.05
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Hurtado, Veronica Student Services Coordinator/ Counseling/ SCC	Effective: May 1, 2015 Grade 15, Step 5 + 7PG (2750) + 7.5%L \$72,934.15
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Kay, Trevor Admissions & Records Specialist III/ Admissions/ SAC	Effective: June 1, 2015 Grade 10, Step 4 + 6PG (1750) + 5%L \$52,452.62
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Longevity Increments cont'd

Moreno, Maria Admissions & Records Specialist III/ Admissions/ SAC	Effective: May 1, 2015 Grade 10, Step 6 + 2.5%Bil + 7.5%L \$58,540.51
Morillo, Jose Lead Custodian/ Admin. Services/ SAC	Effective: June 1, 2015 Grade 8, Step 6 + 7.5%GY + 2.5%L \$53,820.83
Nava, Sergio Custodian/ School of Continuing Education/SAC	Effective: April 1, 2015 Grade 4, Step 6 + 5%SW + 7.5%L \$47,493.12
Nguyen, Andy Media Systems Electronic Tech./ Media Services/ SAC	Effective: April 1, 2015 Grade 13, Step 6 + 5%SW + 7.5%L \$69,313.15
Penning, Josefina Accountant/ Fiscal Services/ District	Effective: April 1, 2015 Grade 13, Step 6 + 4PG(2000) + 5%L \$66,692.27
Sanchez, Angelo Lead Maintenance Worker/ Admin. Services/ SAC	Effective: May 1, 2015 Grade 14, Step 6 + 7.5%L \$69,819.99
Turrentine, Michael Technology Specialist II/ ITS/ SAC	Effective: June 1, 2015 Grade 15, Step 6 + 6PG (3000) + 7.5%L \$76,677.15
Verduzco, Maria Sr. Clerk/ School of Continuing Education/SAC	Effective: May 1, 2015 Grade 8, Step 6 + 7.5%L \$52,597.63
Welch, Glenda Financial Aid Analyst/ Financial Aid/ SAC	Effective: May 1, 2015 Grade 11, Step 6 + 7.5%L \$59,785.97
Zul, Armida Custodian/ Continuing Education/ SCC	Effective: April 1, 2015 Grade 4, Step 6 + 5%SW + 2.5%L \$45,382.32

Leave of Absence

Card, Margaret Scholarship Coordinator/ Foundation/ SAC	Effective: 07/31/15 – 10/19/15 Reason: Maternity Leave
Nguyen, Mai Admissions & Records Spec. II/ Admissions/ SCC	Effective: 05/11/15 – 07/24/15 Reason: Maternity Leave
Tran, Anh Phuong Curriculum Specialist/ Academic Affairs/ SAC	Effective: 04/06/15 – 09/14/15 Reason: Maternity Leave

Rescind Retirement

Morrow, Maritza Administrative Clerk/ Human Resources/ District	Effective: May 27, 2015 Grade 10, Step 6 + 10%L \$58,540.52 Rescind June 30, 2015 Retirement
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**CLASSIFIED HOURLY**

Longevity Increments

Arreola, Patricia Instructional Assistant/ School of Continuing Education/SAC	Effective: May 1, 2015 Grade 5, Step A + 7.5%L \$17.57/Hour
Kusenda, Paula Student Program Specialist/ School of Continuing Education/SAC	Effective: April 1, 2015 Grade 10, Step A + 5%L \$20.97/Hour
Nguyen, Johnny Instructional Assistant/ School of Continuing Education/SAC	Effective: May 1, 2015 Grade 5, Step A + 5%L \$17.17/Hour
Spencer, Madeleine Learning Facilitator/ Tutoring Center/ SCC	Effective: June 1, 2015 Grade 8, Step A + 2.5%L \$18.79/Hour
Vedell, Elizabeth J. Learning Facilitator/ Tutoring Center/ SCC	Effective: May 1, 2015 Grade 8, Step A + 2.5%L \$18.79/Hour
Vu, Michelle Learning Facilitator/ Humanities & Soc. Sci./ SAC	Effective: April 1, 2015 Grade 8, Step A + 5%L \$19.25/Hour



*Instructional Associates/Associate Assistants*

**Criminal Justice**

Alkawadri, Nawar	Effective: 05/27/15
Chapman, Brian	Effective: 05/27/15
Goldhammer, Eric	Effective: 05/27/15
Pecoraro, Anthony	Effective: 05/27/15
Rodgers, Lindsey	Effective: 05/27/15

**Fire Technology**

Janzen, Andrew	Effective: 05/27/15
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**VOLUNTEERS**

McCartney, Ronald Non Student Volunteer/ Continuing Education/SCC	Effective: 07/01/15 – 06/30/16
Morin, Molly Non Student Volunteer/ Student Services/ SCC	Effective: 06/08/15 – 06/30/15 07/01/15 – 07/10/15
Soelbert, Terryn Non Student Volunteer/ Kinesiology/ SAC	Effective: 05/27/15 – 06/30/15 07/01/15 – 06/30/16

**SANTA ANA COLLEGE  
STUDENT ASSISTANT LIST**

Bentley, Marissa Doria	Effective: 04/21/15-06/30/15
Castro, Frederick Raul	Effective: 04/21/15-06/30/15
Molina, Jennifer	Effective: 04/28/15-06/30/15
Perales, Jessika	Effective: 04/30/15-06/30/15
Reyes, Stephanie	Effective: 04/29/15-06/30/15
Tran, Nghi Dinh Quang	Effective: 04/21/15-06/30/15
Tran, Ngoc Thi Bich	Effective: 04/21/15-06/30/15

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Human Resources and Educational Services

To:	Board of Trustees	Date: May 26, 2015
Re:	Presentation of Child Development Centers – CSEA Chapter 888 Initial Proposal to the Rancho Santiago Community College District	
Action:	Receipt of Initial Bargaining Proposal and Scheduling of Public Hearing	

**BACKGROUND**

Pursuant to Government Code Section 3547(a) the Child Development Centers – CSEA Chapter 888 initial proposal to the District is presented for your information. The Government Code also requires that the Board of Trustees conduct a public hearing on this proposal at its next regularly scheduled meeting.

**ANALYSIS**

Contract negotiations cannot begin until after the Board of Trustees conducts a public hearing on this proposal at its June 15, 2015 meeting.

**RECOMMENDATION**

It is recommended that the Board of Trustees receive and file the Child Development Centers – CSEA Chapter 888 initial proposal to the district and schedule a public hearing for June 15, 2015.

Fiscal Impact: TBD	Board Date: May 26, 2015
Item Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**Initial Successor Agreement Proposal of  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
and its**

**Rancho Santiago Community College District – Child Development Center Chapter # 888**

**4/23/2015**

Please accept the following letter as the California School Employee Association and its Chapter 888 initial Successor Proposal for the expiring Collective Bargaining Term 2012-2015.

Article 3 – LEAVES

CSEA has an interest in modifying language regarding Bereavement Leave.

CSEA has an interest in modifying language to Personal Necessity Leave.

Article 6 – ASSOCIATION RIGHTS

CSEA has an interest in its inclusion during New Employee Orientation.

Article 8 – WAGES AND HOURS

CSEA has an interest in a fair salary increase.

CSEA has an interest in modifying language to hours.

CSEA has an interest in creating Longevity calculation processes and considerations.

Article 9 – TRANSFERS

CSEA has an interest in modifying language to bring clarity to vacancies.

Article 11 – HEALTH AND WELFARE BENEFITS

CSEA is interested in maintaining coverage that results in no additional out of costs currently experienced by the membership.

Article 12 – MILEAGE AND CONFERENCE REIMBURSEMENT AND PARKING

CSEA has an interest in including language to Parking.

NEW ARTICLE – PROFESSIONAL GROWTH

CSEA has an interest in creating Professional Growth and Development processes.

The Association reserves the right to make additional proposals at any time during the bargaining process; including but not limited to responses to proposals made by the District.

Should you have any questions or concerns please don't hesitate to contact us. Please feel free to proceed with any requirements for posting prior to negotiations.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Human Resources and Educational Services

To:	Board of Trustees	Date: May 26, 2015
Re:	Presentation of California School Employees Association Chapter 579 Initial Bargaining Proposal to the Rancho Santiago Community College District.	
Action:	Request for Approval to Schedule Public Hearing	

**BACKGROUND**

Pursuant to Government Code Section 3547(a) the initial bargaining proposal of California School Employees Association Chapter 579 to the Rancho Santiago Community College District is presented for your information. The Government Code also requires that the Board of Trustees conduct a public hearing on this proposal at its next regularly scheduled meeting.

**ANALYSIS**

The current agreement between the District and CSEA 579 provides for limited contract reopeners for the 2015-16 year. Contract negotiations cannot begin until after the Board of Trustees conducts a public hearing on the CSEA proposal at its next meeting.

**RECOMMENDATION**

It is recommended that the Board of Trustees schedule a public hearing for June 15, 2015.

Fiscal Impact: To be Determined	Board Date: May 26, 2015
Item Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Recommended by: Raúl Rodriguez, Ph.D., Chancellor	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Office of the Chancellor

To:	Board of Trustees	Date: May 26, 2015
Re:	Approval of Revised Cabinet Salary Schedule	
Action:	Request for Approval	

**BACKGROUND**

Since 2001, the employment agreements for the Chancellor's cabinet members have included a professional expense allowance. In 2005, this allowance has been listed on the cabinet salary schedule and has been subject to the same cost-of-living increases as the regular salary schedule. Until January 1, 2015, California State Teachers' Retirement System (CalSTRS) treated allowances of this nature as creditable compensation for retirement purposes.

CalSTRS is allowing districts that have these types of allowances in their employment agreements to restructure those employment agreements and salary schedules in order to include these allowances in base compensation. Unless a District elects to include these allowances in the regular salary schedule, the net effect will be a reduction in the creditable compensation for the employees who currently receive these allowances.

**ANALYSIS**

For the 2014-15 fiscal year, the annual professional expense allowance for each cabinet member was \$4,072.08. That amount has been added to each cell on the revised Cabinet Salary Schedule. This proposed change will be effective on January 1, 2015 and do not pose any additional fiscal impact to the District.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the revised Cabinet Salary Schedule effective January 1, 2015.

Fiscal Impact:	None	Board Date:	May 26, 2015
Prepared by:	Debra Gerard, Executive Assistant to the Chancellor		
Submitted by:	Raúl Rodríguez, Ph.D., Chancellor		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor		

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**2014/2015 REVISED PERMANENT CABINET SALARY SCHEDULE**  
 Effective January 1, 2015

TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
<b>Exec. Vice Chancellor, HR &amp; Educational Services</b>	\$172,058.34	\$178,770.27	\$185,745.65	\$193,022.12	\$200,587.14	\$208,453.28	\$216,633.04
<b>Vice Chancellor, Business Operations &amp; Fiscal Services</b>	\$172,058.34	\$178,770.27	\$185,745.65	\$193,022.12	\$200,587.14	\$208,453.28	\$216,633.04
<b>President, Santa Ana College</b>	\$172,058.34	\$178,770.27	\$185,745.65	\$193,022.12	\$200,587.14	\$208,453.28	\$216,633.04
<b>President, Santiago Canyon College</b>	\$172,058.34	\$178,770.27	\$185,745.65	\$193,022.12	\$200,587.14	\$208,453.28	\$216,633.04

**ADDITIONAL COMPENSATION**

**Tax Sheltered Annuity:** \$549.36 per month

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

**Adoption of Resolution Authorizing Payment to Trustee Absent from Board Meetings**

Resolution No. 15-13

**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 May 11, 2015, the Board of Trustees of the Rancho Santiago Community College District held a regular board meeting; and

**Whereas**, Trustee Claudia C. Alvarez was not present at the board meeting; and

**Whereas**, the board has determined that Trustee Alvarez’s absence was due to a business commitment;

**NOW, THEREFORE, BE IT RESOLVED** that Trustee Alvarez shall be paid at the regular rate of compensation for the board meeting on May 11, 2015.

Dated this 26<sup>th</sup> day of May 2015.

Ayes:  
Noes:  
Absent:  
Abstain:

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Raúl Rodríguez, Ph.D.  
Secretary to the Board of Trustees

Board of Trustees  
May 26, 2015

Conference Docket

No. 6.7

AUTHORIZATION FOR BOARD TRAVEL/CONFERENCES (with actual and necessary expenses and cash advances as requested)

BOARD MEMBERS (to be approved)

NATIONAL ASSOCIATION OF LATINO ELECTED  
AND APPOINTED OFFICIALS 32<sup>ND</sup> ANNUAL  
CONFERENCE

Las Vegas, Nevada – June 16-20, 2015

1 Board Member  
(Larry Labrado)