

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Board of Trustees (Regular meeting)
Monday, July 20, 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 June 15, 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 Presentation on Capability Building Contract (Colleges of Excellence)
- 1.8 Public Hearing – Rancho Santiago Community College District (RSCCD) Initial Bargaining Proposal to California School Employees Association (CSEA) Chapter 579
- 1.9 Public Hearing – Rancho Santiago Community College District Initial Bargaining Proposal to Child Development Centers - CSEA Chapter 888
- 1.10 Public Hearing – Rancho Santiago Community College District Initial Bargaining Proposal to Continuing Education Faculty Association (CEFA)
- 1.11 Public Hearing - Rancho Santiago Community College District Initial Bargaining Proposal to Faculty Association of Rancho Santiago Community College District (FARSCCD)

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

- 2.1 Report from the Chancellor
- 2.2 Reports from College Presidents
 - Enrollment
 - 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

3.0 INSTRUCTION

- *3.1 Approval of New Fire Technology Agreement: City of Riverside Action
The administration recommends approval of the new agreement with the City of Riverside in California.
- *3.2 Approval of New Pharmacy Technology Agreement – Complete Care Compounding Pharmacy Action
The administration recommends approval of the agreement with Complete Care Compounding Pharmacy in Diamond Bar, California.
- *3.3 Approval of New Occupational Therapy Assistant (OTA) Agreement - Brain Rehabilitation and Injury Network Action
The administration recommends approval of the agreement with Brain Rehabilitation and Injury Network in Cypress, California.

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

- *3.4 Approval of Amendment #2 to OTA Agreement – County of Riverside Department of Public Health Action
The administration recommends approval of the agreement amendment with the County of Riverside Department of Public Health in Riverside, California
- *3.5 Approval of OTA Agreement Renewal – Russo, Fleck & Associates Action
The administration recommends approval of the agreement renewal with Russo, Fleck & Associates in Orange, California.
- *3.6 Approval of Renewal of Nursing Program Agreement – St. Joseph Hospital/La Amistad Family Health Center Without Instructor Action
The administration recommends approval of the renewal of the clinical affiliation agreement with St. Joseph Hospital in Orange, California, which operates La Amistad Family Health Center located in Orange, California.
- *3.7 Approval of Renewal of Occupational Therapy, Emergency Medical Technician, Nursing, Health Sciences, Hemodialysis Technician, and Pharmacy Technician Programs Agreement – St. Joseph Hospital of Orange, Without Instructor Action
The administration recommends approval of the renewal of the clinical affiliation agreement with St. Joseph Hospital located in Orange, California.
- *3.8 Approval of Renewal of Occupational Therapy, Emergency Medical Technician, Nursing, Health Sciences, Hemodialysis Technician, and Pharmacy Technician Programs Agreement – St. Joseph Hospital of Orange, With Instructor Action
The administration recommends approval of the renewal of the clinical affiliation agreement with St. Joseph Hospital located in Orange, California.
- *3.9 Approval of Renewal of Taller San Jose Instructional Services Agreement Action
The administration recommends approval of the renewal of the Taller San Jose instructional services agreement for the program year 2015-2016.
- *3.10 Approval of Santa Ana College (SAC) Community Services Program - Fall 2015 Action
The administration recommends approval of the proposed Santa Ana College Community Services program for Fall 2015.

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

- *3.11 Approval of Santiago Canyon College (SCC) Community Services Program – Fall 2015 Action
The administration recommends approval of the proposed Community Services program for Fall 2015.
- *3.12 Approval of Renewal Agreement with Santa Ana Beauty Academy to Operate the Santiago Canyon College Cosmetology Program Action
The administration recommends approval of the Santa Ana Beauty Academy renewal agreement to allow SCC to continue offering the Cosmetology, Esthetician, and Barbering program.
- *3.13 Approval of Renewal Agreement with Sheraton Cerritos for Los Angeles/Orange County Regional Consortium Monthly Meetings for September-December 2015 Action
The administration recommends approval of the Sheraton Cerritos agreement for the Los Angeles/Orange County Regional Consortium (September, November, and December 2015) monthly meetings.

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 Lease Agreement with Septium Action
The administration recommends approval of the lease agreement with Septium and authorization be given to the Vice Chancellor of Business Operations/Fiscal Services to execute the agreement on behalf of the district as presented.
- *4.3 Approval of Lease Agreement with Spectrum Knowledge Action
The administration recommends approval of the lease agreement with Spectrum Knowledge and authorization be given to the Vice Chancellor of Business Operations/Fiscal Services to execute the agreement on behalf of the district as presented.
- *4.4 Approval of Lease between RSCCD and St. Peter Evangelical Lutheran Church Action
The administration recommends approval of the lease with St. Peter Evangelical Lutheran Church in Santa Ana for facilities to provide child care services as presented.
- *4.5 Approval of Amendment to Agreement with Donald Krotee Partnership, Inc. for Professional Design Services for 17th and Bristol Streets Parking Lot Project at Santa Ana College Action
The administration recommends approval of the amendment with Donald Krotee Partnership, Inc. for professional design services for the 17th and Bristol Streets parking lot project at SAC as presented.

- *4.6 Approval of Amendment to Agreement with Ninyo & Moore for Materials Testing and Inspection Consulting Services for Dunlap Hall Renovation Project at Santa Ana College Action
The administration recommends approval of the amendment with Ninyo & Moore for materials testing and inspection services for the Dunlap Hall renovation project at SAC as presented.
- *4.7 Ratification of Agreement with P2S Engineering for Engineering Services for Feasibility Study for Central Plant Project at Santa Ana College Action
The administration recommends ratification of the agreement with P2S Engineering for engineering services for the feasibility study for the Central Plant project at SAC as presented.
- *4.8 Ratification of Award of Bid #1269 for Building D Renovation Phase 1 at Santiago Canyon College Action
The administration recommends ratification of awarding Bid #1269 to Bishop, Inc. for the Building D renovation phase 1 at SCC as presented.
- *4.9 Approval of Statement of Work (SOW) for Orange County Department of Education Payroll Interface Project - Ferrilli Action
The administration recommends approval of the agreement for ad hoc consulting and programming between Ferrilli and RSCCD as presented.
- *4.10 Approval of Surplus Property Action
The administration recommends declaration of the list of equipment as surplus property and utilization of The Liquidation Company to conduct an auction as presented.
- *4.11 Approval of Donation of Surplus Items Action
The administration recommends approval of the donations to Orange Unified School District and Vital Link Education-Business Consortium as presented.
- *4.12 Approval of Request for Proposal (RFP) #1265-ACH/Debit Card Refunds and Disbursement Services Action
The administration recommends acceptance of the Request for Proposal and awarding of the three-year contract for ACH/Debit Card Refunds and Disbursement Services, RFP #1265 to Blackboard Inc., dba Blackboard Transact as presented, and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services to execute the contract on behalf of the district.
- *4.13 Approval of Purchase Orders Action
The administration recommends approval of the purchase order listing for the period May 31, 2015, through June 29, 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:
- Basic Skills Initiative (SAC) - *Augmentation* \$ 36,291.00
 - Quality Rating and Improvement System (QRIS) Block Grant \$147,600.00
- (District)
 - Santa Ana Middle College High School (SAC) - *Augmentation* \$ 99,000.00
 - SBA/CSUF – SBDC 2014 One-Time Funds – (District) \$ 36,379.66
 - College Assistance Migrant Program (CAMP) – Year 4 (SCC) \$425,000.00
 - Math, Engineering and Science Achievement (MESA) \$ 50,500.00
Program – (SAC)
 - Santa Ana Middle College High School (SAC) \$ 99,000.00
 - Technical Assistance Provider – Career Pathways Design \$950,000.00
(TAP-CPD)
- *5.2 Approval of Sub-Agreement between RSCCD and South Orange County Community College District on behalf of Saddleback Community College 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 a related contractual agreement on behalf of the district.
- *5.3 Approval of Sub-Agreement between RSCCD and Coast Community College District on behalf of Coastline Community College 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 a related contractual agreement on behalf of the district.
- *5.4 Approval of Sub-Agreement between RSCCD and WestEd 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 a related contractual agreement on behalf of the district.
- *5.5 Approval of Agreement between RSCCD and TD Testing Action
The administration recommends approval of the agreement and authorization be given to the Vice Chancellor, Business Operations/ Fiscal Services or his designee to sign and enter into related contractual agreement on behalf of the district.

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

- *5.6 Approval of Memorandum of Understanding between RSCCD and Santa Ana Unified School District (SAUSD) Action
The administration recommends approval of the Memorandum of Understanding between RSCCD and SAUSD for preschool services at Sepulveda Elementary School.
- 5.7 Approval of Appointment to Measure Q Citizens' Bond Oversight Committee Action
The administration recommends approval of the appointment to the Measure Q Citizens' Bond Oversight Committee as presented.
- 5.8 Approval of Public Affairs and Communications Consultant Agreement - Townsend Public Affairs, Inc. Action
The administration recommends approval of the public affairs and communications consultant agreement with Townsend Public Affairs, Inc. in Newport Beach, California as presented.
- 5.9 Appointment of RSCCD Community Representative to the Orange County Community Colleges Legislative Task Force (OCCCLTF) Action
The administration recommends appointment of Mr. Max Madrid to serve as the RSCCD community representative on the OCCCLTF for 2015-2016.
- 5.10 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
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, Chapter 579
California School Employees Association, Chapter 888
Continuing Education Faculty Association
3. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

RECONVENE

Issues discussed in Closed Session (Board Clerk)

Public Comment

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

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

6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

Action

- Approval of Changes of Assignments
- Approval of Changes of Assignment Locations
- Approval of Interim Assignments
- Approval of Administrator/Academic Supervisor Step Increases
- Approval of Corrected 2015-2016 Interim CEFA Salary Schedule
- Approval of 2015-2016 FARSCCD Contract Athletic Coaching Stipends
- Approval of 2015-2016 FARSCCD 10 Month/175 Day Faculty Step Increases
- Approval of Extensions of Interim Assignments
- Approval of Adjustment to Voluntary Reduced Workloads
- Approval of Final Placements
- Approval of Contract Extension Days
- Approval of Adjusted FARSCCD 12 Month/192 Day Faculty Salaries for Step Increases
- Approval of Leaves of Absence
- Ratification of Resignations/Retirements
- 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 Professional Growth Increments
- Approval of Out of Class Assignments
- Approval of Changes in Salary Placements
- Approval of Change in Positions
- Approval of Leaves of Absence
- Ratification of Resignations/Retirements

- 6.2 Classified Personnel – (cont.) Action
- Approval of Temporary to Hourly On Going Assignments
 - Approval of Temporary Assignments
 - Approval of Changes in Temporary Assignments
 - Approval of Additional Hours for On Going 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 Adoption of Rancho Santiago Community College District’s Initial Bargaining Proposal to California School Employees Association, Chapter 579 Action
It is recommended that the board adopt the district’s initial bargaining proposal to CSEA, Chapter 579.
- 6.4 Adoption of Rancho Santiago Community College District’s Initial Bargaining Proposal to Child Development Center Teachers, CSEA Chapter 888 Action
It is recommended that the board adopt the district’s initial bargaining proposal to Child Development Center Teachers, CSEA Chapter 888.
- 6.5 Adoption of Rancho Santiago Community College District’s Initial Bargaining Proposal to Continuing Education Faculty Association Action
It is recommended that the board adopt the district’s initial bargaining proposal to CEFA.
- 6.6 Adoption of Rancho Santiago Community College District’s Initial Bargaining Proposal to Faculty Association of Rancho Santiago Community College District Action
It is recommended that the board adopt the district’s initial bargaining proposal to FARSCCD.
- 6.7 Presentation of Faculty Association of Rancho Santiago Community College District’s Initial Bargaining Proposal to Rancho Santiago Community College District Action
It is recommended that the board schedule a public hearing for its August 17, 2015 meeting.
- 6.8 Approval of Agreement with AON Consulting, Inc. for Benefit Plan Consultation Services Action
The administration recommends approval of the agreement with AON Consulting, Inc.

6.9 Approval of Agreement with AON Consulting, Inc. for Medicare Subsidy Administration Action

The administration recommends approval of the agreement with AON Consulting, Inc.

6.10 Approval of Agreement with ADP, LLC Action

The administration recommends approval of the agreement with ADP, LLC.

6.11 Approval of Agreement and Addendum with Health Advocate, Inc. for its Employee Assistance Program and Core Advocacy Program Action

The administration recommends approval of the agreement and addendum with Health Advocate, Inc.

6.12 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 August 17, 2015.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2323 North Broadway, #107
Santa Ana, CA 92706

Board of Trustees
(Regular meeting)

Monday, June 15, 2015

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 4:32 p.m. by Mr. Larry Labrado. Other members present were Ms. Claudia Alvarez, Ms. Arianna Barrios, Mr. John Hanna, Ms. Nelida Mendoza Yanez, Mr. Jose Solorio, and Ms. Raquel Manriquez. Mr. Phillip Yarbrough was not in attendance.

Administrators present during the regular meeting were Mr. John Didion, Mr. Peter Hardash, Dr. Erlinda Martinez, Dr. Raúl Rodríguez, and Dr. John Weispenning. 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. Kevin Pham, Student President, Santiago Canyon College (SCC).

1.3 Administration of Oath of Allegiance to Raquel Manriquez, 2015-2016 Student Trustee

Ms. Alvarez administered the Oath of Allegiance to Ms. Raquel Manriquez. The board welcomed her as the 2015-2016 student trustee.

1.4 Approval of Additions or Corrections to Agenda

It was moved by Ms. Alvarez and seconded by Ms. Mendoza Yanez to approve removing Item 5.13 (Strategic Communications Services Agreement – Gladstone International, Inc.) and Item 5.14 (Strategic Communications Services Agreement – Townsend Public Affairs, Inc.) from the agenda, 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. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Solorio. Student Trustee Manriquez’s advisory vote was aye.

1.5 Public Comment

Mr. Ryan Ahari advocated for change within the Rancho Santiago Community College District (RSCCD).

Mr. Morrie Barembaum spoke regarding Mr. Christopher Mackie and the Rancho Santiago Community College District.

Dr. Barry Resnick encouraged board members to make good decisions.

1.6 Approval of Minutes

It was moved by Mr. Solorio and seconded by Ms. Alvarez to approve the minutes of the meeting held May 26, 2015. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Solorio. Student Trustee Manriquez’s advisory vote was aye.

1.7 Approval of Consent Calendar

It was moved by Ms. Alvarez and seconded by Mr. Solorio to approve the recommended action on the following items (as indicated by an asterisk on the agenda) on the Consent Calendar. Mr. Yarbrough requested (via email) the answers to his questions relating to Item 4.3 (2015-2016 Tentative Budget) be included in the minutes. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Solorio. Student Trustee Manriquez’s advisory vote was aye.

3.1 Approval of New Topics Course

The board approved the new topics course: 1 WELD 198 Topics.

3.2 Approval of Acceptance of Donation of James Russell Art Sculpture

The board approved acceptance of the donation of the James Russell Art Sculpture as presented.

3.3 Approval of Instructional Agreement with SER, Jobs for Progress, Inc. for Basic Skills Training

The board approved the instructional agreement with SER, Jobs for Progress, Inc. for program year 2015-2016.

3.4 Approval of Instructional Agreement with SER, Jobs for Progress, Inc. for Vocational Training

The board approved the instructional agreement with SER, Jobs for Progress, Inc. for program year 2015-2016.

3.5 Approval of Occupational Therapy Assistant (OTA) Agreement Renewal – Western Hand Center, Inc.

The board approved the agreement renewal with Western Hand Center, Inc. in Downey, California.

1.7 Approval of Consent Calendar – (cont.)

3.6 Approval of Affiliation Agreement with University of California, Irvine (UCI) – Summer Scholars Transfer Institute (SSTI)

The board approved the updated agreement with UCI for the Summer Scholars Transfer Institute.

3.7 Approval of Sub-Grant Agreement – Coast Community College District

The board approved the sub-grant agreement as submitted with Coast Community College District in Costa Mesa, California.

3.8 Approval of Consulting Agreement with Orange Unified School District (OUSD)

The board approved the consulting agreement with OUSD to authorize Santiago Canyon College (SCC) Orange Education Center to provide noncredit classes at OUSD facilities for the period of August 31, 2015, through June 2, 2016, as presented.

4.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

4.2 Approval of Budget Increases/Decreases and Budget Transfers

The board approved budget increases, decreases and transfers during the month of May 2015.

4.3 Approval of 2015-2016 Tentative Budget

The board approved the 2015-2016 proposed Tentative Budget as presented.

4.4 Approval of Agreement for Special Services – Atkinson, Andelson, Loya, Ruud & Romo

The board authorized the Vice Chancellor of Business Operations/Fiscal Services or his designee to renew the proposed agreement between RSCCD and Atkinson, Andelson, Loya, Ruud & Romo for the period of July 1, 2015, through June 30, 2016, as presented.

4.5 Approval of Legal Services Agreement – Bergman Dacey Goldsmith, PLC

The board authorized the Vice Chancellor of Business Operations/Fiscal Services or his designee to renew the proposed agreement between RSCCD and Bergman Dacey Goldsmith, PLC for the period of July 1, 2015, through June 30, 2016, as presented.

4.6 Approval of Amendment to Legal Services Agreement – The Feldhake Law Firm

The board authorized the Vice Chancellor of Business Operations/Fiscal Services or his designee to renew the proposed amendment to the legal services agreement between RSCCD and The Feldhake Law Firm for the period of July 1, 2015, through June 30, 2016, as presented.

1.7 Approval of Consent Calendar – (cont.)

4.7 Approval of Amendment to Agreement with Facilities Planning & Consulting Services for FUSION Consulting Services

The board approved the amendment with Facilities Planning & Consulting Services for FUSION consulting services as presented.

4.8 Approval of Five Year Construction Plan (2017-2021), Final Project Proposals (FPPs) and Initial Project Proposals (IPPs) for Santa Ana College (SAC) and Santiago Canyon College

The board approved the Five Year Construction Plan (2017-2021); FPPs and IPPs for SAC and SCC as presented.

4.9 Approval of Amendment to Agreement with Westberg+White, Inc. for Architectural and Engineering Services for Central Plant, Infrastructure, Central Quad Upgrades and Mechanical Upgrades to Existing Buildings at Santa Ana College

The board approved the amendment with Westberg+White, Inc. for redesign of the landscaping and irrigation systems, and an extension of time at SAC as presented.

4.10 Approval of Agreement with Disability Access Consultants (DAC) for Santa Ana College Americans with Disabilities Act (ADA) Transition Plan Update

The board approved the agreement with Disability Access Consultants to update the ADA transition plan for SAC as presented.

4.11 Approval of Agreement with Salem Engineering Group, Inc. for Geotechnical Consulting Services for Chavez Building Project at Santa Ana College

The board approved the agreement with Salem Engineering Group, Inc. for the geotechnical consulting services for the Chavez Building project at SAC as presented.

4.12 Approval of Notice of Completion 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

The board approved the Notice of Completion with Letner Roofing Company, Inc. for Bid #1242 for roof repairs for Buildings C, N, P, and R at SAC as presented.

4.13 Ratification of Award of Bid #1266 – Hammond Hall Exterior Louvers Demolition and Painting at Santa Ana College

The board ratified the award of Bid #1266 to Painting and Décor, Inc. for the Hammond Hall exterior louvers demolition and painting at SAC as presented.

4.14 Approval of Amendment to Agreement with WLC Architects, Inc. for Architectural and Engineering Services for U Portable Certification and Renovation Project at Santiago Canyon College

The board approved the amendment with WLC Architects, Inc. for architectural and engineering services for the U portable certification and renovation project at SCC as presented.

1.7 Approval of Consent Calendar – (cont.)

4.15 Ratification of Award of Bid #1267 for Child Development Center (CDC) Air Conditioning Units Replacement at Santiago Canyon College

The board ratified the award of Bid #1267 to Bon Air, Inc. for the CDC air conditioning units replacement at SCC as presented.

4.16 Approval of Participation Addendum to Foundation for California Community Colleges (FCCC) Program Agreement for Symantec Academic Subscription

The board approved the participation addendum to the FCCC program agreement for Symantec academic subscription as presented.

4.17 Approval of Ellucian Maintenance Advantage Program – 5-year Maintenance

The board approved the Ellucian Maintenance Advantage Program – 5-year maintenance as presented.

4.18 Approval of 2015-2016 Contract Listing

The board approved the 2015-2016 contract listing as presented.

4.19 Approval of Vendor Name Change

The board approved the vendor Perceptive Software, Inc. name change to Lexmark Enterprise Software, LLC as presented.

4.20 Approval of Independent Contractors

The board approved the following independent contractor: Nicole Sherman for consulting services to provide research curriculum inventory relative to Sector needs (i.e. Branded Pathways, ICT Model Curriculum) by college and assemble information (Regional Access Matrix) to be accessible on the Sector website. Dates of service are July 1, 2015, through June 30, 2016. The fee is estimated at \$36,000.

4.21 Approval of Purchase Orders

The board approved the purchase order listing for the period May 3, 2015, through May 30, 2015.

5.1 Approval of Resource Development Items

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

- Career Technical Education (CTE) Pathway Program (SAC) \$ 13,360
- Assessment, Remediation & Retention for Associate Degree Nursing Program – (SAC) \$ 91,200
- Career and Technical Education Act (CTEA) Title I-C (District/SAC/SCC) \$1,133,551
- Deputy Sector Navigator – Global Trade & Logistics (District) \$ 200,000
- Deputy Sector Navigator – Information & Communication Technologies (ICT)/Digital Media (District) \$ 200,000

1.7 Approval of Consent Calendar – (cont.)

5.1 Approval of Resource Development Items – (cont.)

- Deputy Sector Navigator – Retail Hospitality/Tourism/Learn and Earn (District) \$ 200,000
- Deputy Sector Navigator – Small Business (District) \$ 200,000
- Enrollment Growth for Associate Degree Nursing Program (SAC) \$ 101,087
- Los Angeles/Orange County Regional Consortium (SCC) \$ 370,000
- Sector Navigator – Information Communications Technology ICT/Digital Media (District) \$ 372,500

5.2 Approval of Sub-Agreement between RSCCD and Growth Sector Company for Santa Ana Workforce Investment Board’s H-1B Visa Technical Skills Training Grant: Orange County Bridge to Engineering Project

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

5.3 Approval of Sub-Agreement between RSCCD and Coast Community College District on behalf of Golden West College for Deputy Sector Navigator ICT/Digital Media Grant

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

5.4 Approval of Sub-Agreement between RSCCD and Opportunity Development Enterprises, LLC for Sector Navigator ICT/Digital Media Grant

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

5.5 Approval of Service Contract Agreement between RSCCD and Listen to See, Inc. for Sector Navigator ICT/Digital Media Grant

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

5.6 Approval of First Amendment to Sub-Agreement between RSCCD and Garden Grove Unified School District for AB 86 Adult Education Consortium Planning Grant

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

1.7 Approval of Consent Calendar – (cont.)

5.7 Adoption of Resolution No. 15-15 – California Department of Education (CSPP-5321)

The board adopted Resolution No. 15-15 with the California Department of Education and authorized the Chancellor or his designee to sign and enter into a related contractual agreement on behalf of the district.

5.8 Adoption of Resolution No. 15-16 – California Department of Education (CCTR-5160)

The board adopted Resolution No. 15-16 with the California Department of Education and authorized the Chancellor or his designee to sign and enter into a related contractual agreement on behalf of the district.

5.9 Approval of Memorandum of Understanding (MOU) between RSCCD and Educational Testing Service (ETS)

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

1.8 Presentation on the Alliance of Schools for Cooperative Insurance Programs (ASCIP) Loss Control Award

Mr. Fritz Heirich, Chief Executive Officer, ASCIP, presented the ASCIP Loss Control Award to Mr. Labrado and Mr. Donald Maus, Risk Manager, RSCCD, on behalf of the district. The award included a check for \$2,500 previously given to Mr. Hardash.

1.9 Public Hearing – 2015-2016 Tentative Budget

There were no public comments.

1.10 Public Hearing - California School Employees Association (CSEA) Chapter 579 Initial Proposal to Rancho Santiago Community College District (RSCCD)

There were no public comments.

1.11 Public Hearing – Child Development Centers – CSEA Chapter 888 Initial Proposal to Rancho Santiago Community College District

There were no public comments.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from the Chancellor

In his report, Dr. Raúl Rodríguez, Chancellor, briefly explained the district's relationship with Mr. Christopher Mackie.

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

2.3 Report from Student Trustee

Ms. Raquel Manriquez, 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:

Mr. Oscar Cortés, Student President, Santa Ana College

Mr. Kevin Pham, Student President, 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

2.6 Informational Presentation on the Budget

Mr. Peter Hardash provided an informational presentation on the budget. Board members received clarification on items related to the 2015-2016 Tentative Budget.

2.7 Reports from Board Committee Chairpersons

Mr. Solorio provided a report on the June 11, 2015, Board Facilities Committee meeting.

3.0 INSTRUCTION

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

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

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

5.0 GENERAL

Items 5.1 through 5.9 were approved as part of Item 1.7 (Consent Calendar).

5.10 Adoption of Board Policies

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

- BP 2410 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

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

5.11 Approval of Extension of Ad Hoc Board Safety & Security Committee

It was moved by Mr. Solorio and seconded by Ms. Alvarez to approve the extension of the formation of an Ad Hoc Safety & Security Committee of the Board of Trustees through December 31, 2015. Discussion ensued. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Solorio. Student Trustee Manriquez’s advisory vote was aye.

5.12 Approval of Extension of Consulting Services – Townsend Public Affairs, Inc.

It was moved by Ms. Barrios and seconded by Ms. Alvarez to approve the Supplement to Contract for Consulting Services (#5) with Townsend Public Affairs, Inc. as presented. Discussion ensued. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Solorio. Student Trustee Manriquez’s advisory vote was aye.

5.13 Approval of Strategic Communications Services Agreement – Gladstone International, Inc.

This item was removed from the agenda during approval of Item 1.4 (Additions or Corrections to Agenda).

5.14 Approval of Strategic Communications Services Agreement – Townsend Public Affairs, Inc.

This item was removed from the agenda during approval of Item 1.4 (Additions or Corrections to Agenda).

5.15 Board Member Comments

Board members congratulated the college presidents on their respective college's commencement ceremonies; welcomed Student Trustee Manriquez, ASG Presidents Pham and Cortes, 2015-2016 Academic Senate President Jones; and thanked 2014-2015 Academic Senate President Zarske and Student President Hector Soberano for their service.

Mr. Solorio expressed concern over the structural deficient and the colleges' underfunded accounts listed in the 2015-2016 Tentative Budget.

Mr. Solorio encouraged staff to discuss the 1.02% cost of living adjustment (COLA) at the bargaining table.

Mr. Hanna asked that the answers to his questions for Items 4.21 and 5.6 be attached to the minutes.

Ms. Alvarez asked that the Board Policy Committee consider including Immigrant Heritage Month in June to the list entitled "2016 Designation of Specific Days, Weeks or Months of Observance which relate to the Educational Mission of the District" which the board considers at its organizational meeting in December.

Ms. Alvarez asked the chancellor to consider including updates regarding classified staff from CSEA, Chapter 579, at board meetings.

Ms. Barrios asked the student presidents to forward invitations to the board's assistant of ASG events that may be of interest to the board.

Ms. Manriquez thanked the board for their welcome as the 2015-2016 Student Trustee.

RECESS TO CLOSED SESSION

The board convened into closed session at 6:36 p.m. to consider the following items:

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

Guy Yocom Construction, Inc. v. Rancho Santiago Community College District et al, Orange County Superior Court Case No. 30-2014-00740749-CU-BC-CJC

3. Liability Claim (pursuant to Government Code Section 54956.95)
 - a. 15-530 DM

4. 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, Chapter 579
California School Employees Association, Chapter 888
Continuing Education Faculty Association

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

Ms. Manriquez left the meeting at this time.

RECONVENE

The board reconvened at 7:53 p.m.

Closed Session Report

Mr. Hanna reported the board discussed public employment, existing litigation, a liability claim, labor negotiations, and public employee discipline/dismissal/release, and the board took action regarding Yocom Construction vs. RSCCD during closed session to:

1. Increase staff's monetary authority to attempt to settle this matter;
2. delegated authority to staff to negotiate final terms and conditions to settle and best protect the district within the increased authority;
3. authorized the Vice Chancellor of Business Operations/Fiscal Services to sign and consummate a settlement, if one is reached; and
4. bring the item back to the board for ratification if successfully settled or for report if not settled.

The vote on the preceding closed session action was as follows: Aye - Alvarez, Barrios, Hanna, Labrado, Mendoza Yanez, and Solorio; Mr. Yarbrough was not present.

Public Comment

There were no public comments.

6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

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

- Approve 2015-2016 Interim Cabinet Salary Schedule
- Approve 2015-2016 Interim Management Salary Schedule
- Approve 2015-2016 Administrator/Academic Supervisory Step Increases
- Approve 2015-2016 Management/Classified Supervisory/Confidential Step Increases
- Approve New Job Descriptions
- Approve Employment Agreements
- Approve Changes of Assignments
- Approve Interim Assignments
- Approve Extension of Interim Assignments
- Ratify Resignations/Retirements
- Approve 2014-2015 Permanent CSEA Chapter 888 Salary Schedules
- Approve 2015-2016 Interim CSEA Chapter 888 Salary Schedules
- Approve 2015-2016 Interim FARSCCD Salary Schedules
- Approve 2015-2016 Interim CEFA Salary Schedule
- Approve 2015-2016 CSEA Chapter 888 Step Increases
- Approve 2015-2016 FARSCCD 12-Month Faculty Step Increases
- Approve 2014-2015 Contract Extension Days
- Approve 2015-2016 Contract Extension Days
- Approve Appointments
- Approve Voluntary Workload Reductions
- Approve Final Salary Placements
- Approve Leaves of Absence
- Approve Stipends
- Approve Part-time Hourly New Hires/Rehires
- Approve Non-paid Instructors of Record
- Approve Non-paid Intern Services

6.2 Classified Personnel

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

- Approve 2015-2016 CSEA Interim Salary Schedule
- Approve 2015-2016 Miscellaneous Salary Schedule
- Approve 2015-2016 CSEA Step Increases
- Approve Professional Growth Increments
- Approve Out of Class Assignments
- Approve Return to Regular Assignments
- Approve Changes in Position
- Approve Voluntary Furloughs
- Approve Leaves of Absence
- Ratify Resignations/Retirements
- Approve New Appointments
- 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 Approval of Employee Calendar 2015-2016

It was moved by Ms. Barrios and seconded by Mr. Hanna to approve the 2015-2016 Employee Calendar. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Solorio.

6.4 Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to California School Employees Association Chapter 579

It was moved by Ms. Barrios and seconded by Mr. Hanna to receive and file the district's initial bargaining proposal to CSEA Chapter 579 and schedule a public hearing for July 20, 2015. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Solorio.

6.5 Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to Child Development Centers - CSEA Chapter 888

It was moved by Ms. Barrios and seconded by Mr. Hanna to receive and file the district's initial bargaining proposal to the Child Development Centers - CSEA, Chapter 888 and schedule a public hearing for July 20, 2015. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Solorio.

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

It was moved by Ms. Barrios and seconded by Mr. Hanna to receive and file the district's initial bargaining proposal to CEFA and schedule a public hearing for July 20, 2015. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Solorio.

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

It was moved by Ms. Barrios and seconded by Mr. Hanna to receive and file the district's initial bargaining proposal to FARSCCD and schedule a public hearing for July 20, 2015. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Solorio.

6.8 Approval of Fringe Benefit Providers for Fiscal Year 2015-2016

It was moved by Ms. Barrios and seconded by Mr. Hanna to approve the renewal of the insurance programs at the negotiated rates and authorization be given to the chancellor or his designee to enter into appropriate agreements with Anthem BlueCross (PPO/HMO), Delta Dental (PPO/HMO), MetLife Basic Life Insurance, MetLife Voluntary Life Insurance, VSP Voluntary Vision, AFLAC, MetLife, American Fidelity, United Pet Care, and Health Advocate for July 1, 2015, through December 31, 2016. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Solorio.

6.9 Rejection of Claim

It was moved by Ms. Barrios and seconded by Mr. Hanna to authorize the chancellor or his designee to reject Claim #15-530 DM. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Solorio.

6.10 Adoption of Resolution No. 15-14 authorizing payment to Trustee Absent from Board Meetings

It was moved by Ms. Barrios and seconded by Mr. Hanna to adopt Resolution No. 15-14 authorizing payment to Ms. Claudia C. Alvarez for her absence from the May 26, 2015, board meeting due to a business commitment. 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 Ms. Alvarez.

6.11 Authorization for Board Travel/Conferences

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

7.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on Monday, July 20, 2015.

There being no further business, Mr. Labrado declared the meeting adjourned at 7:55 p.m.

Respectfully submitted,

Raúl Rodríguez, Ph.D.
Chancellor

Approved: _____
Clerk of the Board

Minutes approved: July 20, 2015

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

2323 N. Broadway
Santa Ana, CA 92706
(714) 480-7340 – Office
(714) 796-3935 – Fax

Date: June 15, 2015
To: Dr. Raúl Rodríguez
From: Peter J. Hardash
Subject: Responses to Board of Trustees Requests/Questions

From Trustee Phillip Yarbrough

Here are the questions that I have for Item 4.3 – 2015-2016 Tentative Budget:

I want to see the account information on the account that was reduced to balance SACs budget so I can see if it's happening again this year.

- It appears the colleges fully funded the 1100 (Full-Time Faculty) account for 2015/16 Tentative Budget but still need to fully budget the 1300 (Adjunct Faculty) accounts as well as the 5500 (Utilities) and 5800 (Instructional Services Agreements) line items in particular for the Adopted Budget.

Since last year's budget numbers were given to mislead me and my fellow board members in that the SAC expense numbers were purposely under-reported, what assurances do I have that these tentative budget number are reliable?

- The colleges both continue to clean up their budgets but still appear to have underfunded accounts in this Tentative Budget. By the Adopted Budget, these accounts need to be fully and properly budgeted. The Tentative Budget shows \$2.6 million remaining to allocate back to the colleges through the model. However, any additional unallocated funds will need to be used first to properly budget known expenditures.

Page 20 - 1100 and 1300 - do these numbers reflect the contract negotiation that have been approved?

- These accounts reflect contract negotiations that were settled in 2014/15. They do not account for any potential settlements in the budget year 2015/16.

3100 and 3400 – do these numbers reflect the changes of GASB 68?

- No. Please see answer below related to GASB 68.

Page 21 - 5500 – explain the change from 13-14 actual to 14-15 revised and 15-16 tentative?

- In 2013/14, much of the utilities cost was budgeted with one-time funds in Fund 13. This can be seen on Page 30. The combination of Fund 11 and Fund 13 cost in 2013/14 totaled \$4.3 million as does the revised budget for 2014/15. With a budget of only \$3.2 million for 2015/16, this is one of the accounts that the colleges need to fully budget for the Adopted Budget.

5800 – Explain the wild swings from 13-14 actual (negative number) to 15-16 tentative which is less than half of 14-15 revised.

- In order to compare cost over the years, you will need to include both Fund 11 and Fund 13. Combining these, there was \$4.5 million spent in 2013/14, \$5.4 million in the revised budget for 2014/15 and \$2.4 million budgeted for 2015/16. 5800 includes Instructional Service Agreements, Sheriff's Training Academy and Fire Tech Academy, and is, again, one of the accounts that the colleges need to fully budget for the Adopted Budget.

Page 28 - 8682 – What are the 14.6m in State Mandated Costs?

- One of the Governor's proposals for the 2015/16 budget is a significant one-time allocation which is labeled as State Mandated Costs, but is to be paid out to districts on an FTES basis whether or not they have outstanding claims. For RSCCD, we estimate this allocation is \$14.6 million more than we budgeted in 2014/15.

Page 30 - 5900 – Where is the 13.4m going to? What is the special project?

- This amount reflects the unallocated portion of the one-time State Mandated Cost allocation described above. This amount is set aside in the 5900 account but at this point is not allocated and potential one-time uses are currently being discussed.

Page 45 - 8652 – What is the increase of \$1.1m going to?

- The expected allocation in this line item of \$3.7 million is designated in the State Budget proposal for Instructional Equipment and Scheduled Maintenance. We have budgeted the entire amount at Tentative Budget in Fund 41 for Scheduled Maintenance, but are currently discussing how we might distribute some of these funds to Instructional Equipment.

Page 48 - 6217 – Explain the change from the 14-15 estimated to the 15-16 tentative

- Fund 41 (Capital Outlay projects) accounts for all the various Scheduled Maintenance, Redevelopment projects and Proposition 39 projects as well as locally funded Capital projects. Until we close the year and reallocate the budget for projects in the Adopted Budget, much of Fund 41 is budgeted with a "rollover" budget. For example, the account 6217 had a revised budget of \$858,082 and estimated expenses of \$5,217 in 2014/15, therefore the difference of \$852,865 is budgeted for projects in that line item for the 2015/16 Tentative Budget.

6220 – How do we go from a historical 2m to 3m expense to zero? We are doing building improvements.

- In 2014/15, we decided to budget the category of Building Improvements in more detail and opened accounts 6250-6280s which can be seen on pages 48 and 49. A portion of the budget was still budgeted in the account 6220 in 2014/15. For 2015/16, we have zeroed out this account and it is now fully accounted for in the 6250-6280 series.

Describe the changes that GASB 68 will have on our budget this year and in the years to come. I want to know the account that this will impact.

- GASB 68 requires that the District's "share" of the statewide CalPERS and CalSTRS pension liabilities be shown on the District's Statement of Net Position (Balance Sheet). The entries related to this liability are done "off-book" when preparing the financial statements which will be shown in the annual audit. GASB 68 relates to the accounting of the liability and is different than the required funding of the liability. The budget does reflect the increased employer contributions as required by CalPERS and CalSTRS. Page 110 of the Tentative Budget shows the current year and future year impacts of these rate increases. As you will see, by 2020/21 the District will have a cumulative ongoing increased cost of \$9.3 million. Accounts 3100 and 3200 are impacted by these increases.

GASB 68 becomes effective for the 2014/15 fiscal year. The Orange County Department of Education has estimated RSCCD's Net Pension Liabilities as \$78 million for CalSTRS and \$40 million for CalPERS. These figures will be confirmed by both agencies and included as long term liabilities in the 2014/15 financial statements.

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

2323 N. Broadway
Santa Ana, CA 92706
(714) 480-7340 – Office
(714) 796-3935 – Fax

Date: June 15, 2015
To: Dr. Raúl Rodríguez
From: Peter J. Hardash
Subject: Responses to Board of Trustees Requests/Questions

From Trustee John Hanna regarding Item 4.21 – Purchase Orders

First, are any of the purchase orders for less than \$15,000 for projects or programs managed or overseen by the District Foundation? If so, please state the program or project, purpose, and relationship, if any, to any District project or program.

- No.

Second, on page 4.21(13) item 15-P0036094, briefly describe the purpose and location of the lodging for the Counseling 110 Northern Trip.

- The purpose of this trip is campus tours and admission presentations to students who may be interested in attending four (4) Northern California Universities (i.e. UCD, UCB, UCSC, UCSB). Lodging was at the Hyatt House Emeryville. Lodging is for 90 students and four district staff.



MEMORANDUM

Board of Trustees Office

TO: John Hanna
FROM: Anita Lucarelli
SUBJECT: Item 5.6 on 6-15-15 RSCCD Agenda
DATE: June 15, 2015

Question from John Hanna regarding Item 5.6 – First amendment to Sub-Agreement between RSCCD and Garden Grove Unified School District for AB 86 Adult Education Consortium Planning Grant

On item 5.6, please explain Garden Grove School Districts role in this grant and why they were not a named party to the grant with Orange and Santa Ana Unified Districts.

*5.6 Approval of First Amendment to Sub-Agreement between RSCCD and Garden Grove Unified School District 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 Operation/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.

From: Kennedy, James
Sent: Monday, June 15, 2015 2:47 PM
To: Rodriguez, Raul; Vargas, Jose
Cc: Martinez, Erlinda; Weispfenning, John
Subject: RE: John Hanna's Docket Questions

Garden Grove is a partner but not a member in the Rancho Santiago Adult Education Consortium and this is the reason they were not a named party on the grant. The reason for this is that Garden Grove USD geographically is predominantly in the Coastline CCD and they chose to be a member of this regional consortium. They could only pick one consortium to be a member of. Since we share a service area with Garden Grove USD we collaborate very closely with them and brought them into the consortium as a partner. This collaboration has led to innovative educational programs such as a partnership to deliver ESL and CTE courses where Rancho delivers the CTE portion and Garden Grove delivers the ESL courses. Please let Jose or I know if there are any additional questions.

Thank you,
Jim and Jose

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

To: Board of Trustees	Date: July 20,2015
Re: Approval of New Fire Technology Agreement: City of Riverside	
Action: Request for Approval	

BACKGROUND

Fire Technology will enter into a partnership with the City of Riverside through an instructional services agreement. The Riverside City Fire Department has about 220 members with a plan to admit 180 students to this program for twenty-six (26) hours per month. As a result, this partnership could generate about 106.97 FTES per year.

ANALYSIS

This is a standard agreement written by the Fire Technology Department of Santa Ana College and covers the scope of work to be provided. This agreement carries a cost for the college not to exceed \$240,000/year. The agreement shall be effective for a period of five years unless terminated by written notice of either party. It 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 Riverside in Riverside, California.

Fiscal Impact:	\$240,000 f/y 2015-2016	Board Date: July 20, 2015
Prepared by:	Simon B. Hoffman, Dean of Human Services & Technology Michael T. Collins, Ed.D., Vice President of Administrative Services	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this 20th day of July, 2015, by and between the Rancho Santiago Community College District, 2323 North Broadway, Santa Ana, California 92706 (“District”) and the City of Riverside (“Agency”).

RECITALS

WHEREAS, under Government Code Section 53060 and Education Code Section 78021, the District desires to contract with the 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 interest, convenience and general welfare will be served by this contract;

NOW THEREFORE, Agency and District agree to the following:

PROVISIONS OF THE AGREEMENT

A. AGENCY’S RESPONSIBILITIES:

1. Services. Agency’s responsibility shall be to diligently furnish to the District the services as set forth in Attachment A, hereby incorporated into 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 to the district when requested to meet reporting requirements of the State Chancellor.

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 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 in other similar courses given within the District.
5. District's Control of and Direction for Instructors. District shall provide instructors with an orientation, instructors manual, course outlines, curriculum materials, testing and grading procedures, and any of the other necessary materials and services that it would provide to its regular 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 outlines of record for such courses are approved by the District's curriculum committee as meeting Title 5 course standards, and that the courses have been approved by the District's board of trustees.
7. Different Sections of Courses. District shall have procedures that 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 and courses that are the subject of this contract, and the students shall be held to a comparable level of rigor.
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 Program 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 delegated 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, 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.

C. FEE

1. Agency Fee and Expenses. The fee to be paid by District for the services and materials to be supplied hereunder is: \$3.50 per student contact hour.
2. Invoices. The Agency shall invoice the District at intervals prescribed by the district, supplying documentation acceptable to the District of student contact hours.

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.
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. The District's policy on open enrollment is published in the college catalogue and schedule of classes (Title 5, Section 51006), along with a description of the course and information about whether the course is offered for credit and is transferable.
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 losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.”
5. Term of Agreement. This agreement shall be effective as of the date signed, and shall continue in effect for five years. Either party may cancel or terminate this Agreement without cause upon 30 days prior written notice given to the other 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 to the District shall be deducted from any sum due the Agency under this Agreement.
7. Assignment. This Agreement shall not be assigned by Agency either in whole or in part. Any such purported assignment voids this Agreement.
8. 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 and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

9. Amendments. No amendments of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein shall be binding on any of the parties hereto.

E. Equal Employment Opportunity Clause

The parties to this contract agree to promote equal employment opportunities through its policies and regulations. This means that both parties will not discriminate, nor tolerate discrimination, against any applicant or employee because of race, color, religion, gender, sexual orientations, national origin, age, disabled, or veteran status. Additionally, the parties will provide an environment that is free from sexual harassment, as well as harassment and intimidation on account of an individual's race, color, religion, gender, sexual orientation, national origin, age, disability, or veteran status.

IN WITNESS WHEREOF, the parties have executed this Agreement hereto on the day and year first written above.

AGENCY:
City of Riverside

DISTRICT:
Rancho Santiago Community
College District

Date: _____

Date: _____

By: _____

By: _____

John A. Russo
City Manager

Peter J. Hardash
Vice Chancellor
Business Operations &
Fiscal Services

ATTACHMENT A
INTER-AGENCY SERVICES
TO BE PROVIDED:

1. **Teaching Approved Curriculum:** All student contact hours submitted by the “**AGENCY**” to Rancho Santiago Community College District shall be part of a course of instruction that has either been approved by the District’s Curriculum and Instruction Council, or has been accepted as a topics course and approved by the District’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 Districts minimum or equivalent qualifications for hiring as part-time Fire Technology Instructors. This expertise is furnished at the expense of “**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 full time equivalent students (FTES) under courses through the Fire Technology Department of the District and The “**AGENCY**” certifies that no student contact hours will be submitted to the District which also have been or will be submitted for California Joint Apprenticeship Committee, JPTA funding or state sponsored colleges.
4. **Enrollment of Students:** The District will supply current student enrollment forms to the “**AGENCY**”. The Agency will return properly completed enrollment forms and enrollment fees to the District. The Agency recognizes that out-of-state tuition fees will be charged for students who are not California residents. Student attendance and achievement records will be maintained by the agency and be available for review at normal business hours.
5. **Instructional Activities:** The Administrators of Rancho Santiago Community College District and the “**AGENCY**” and/or their designees will meet at mutually agreed intervals to plan, review class hours to meet performance objectives, schedule and budget for instructional activities; the joint consent of the District and the Agency shall precede any instructional activity and include supervision and evaluation of students and student withdrawals prior to completion of a course.

6. **List of Course(s) Or Course Topics:** The District will make available to the Agency all courses listed in the course catalog and additional topics classes consistent with District standards for curriculum adoption.
7. **Services:** The District and the contract agency will insure that ancillary and support services such as counseling, guidance, and placement assistance are available to all students and that enrollment in courses is open to any person who has been admitted to the Districts' colleges and has met applicable pre-requisites.

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

To:	Board of Trustees	Date: July 20, 2015
Re:	Approval of New Pharmacy Technology Agreement – Complete Care Compounding Pharmacy	
Action:	Request for Approval	

BACKGROUND

Students in the Pharmacy Technology program are required to participate in externship activities at sites throughout the community in order to gain practical field experience. This is necessary to apply the knowledge and skills learned in their college classes. This is a new agreement.

ANALYSIS

This new clinical affiliation agreement covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This agreement will continue for five (5) years from the date of signature by both parties. The agreement has been reviewed by Dean Simon B. Hoffman and college staff. The agreement carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this contract with Complete Care Compounding Pharmacy in Diamond Bar, California.

Fiscal Impact:	None	Board Date: July 20, 2015
Prepared by:	Simon B. Hoffman, Dean of Human Services & Technology Michael T. Collins, Ed.D., Vice President of Administrative Services	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

**STANDARD CLINICAL AFFILIATION AGREEMENT
PHARMACY TECHNICIAN**

This standard Clinical Affiliation Agreement (the “Agreement”) is made and entered into this **20th** day of **July, 2015** by and between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 N. Broadway, Santa Ana, CA 92706-1640 and Complete Care Compounding Pharmacy (“Clinical Facility”) , located at 351 South Diamond Bar Boulevard, Diamond Bar, CA 91765.

WHEREAS, District and Clinical Facility desire to contribute to community health education;

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

WHEREAS, District has obtained all necessary licenses, consents and/or approvals to conduct the Program from the State of California and any other applicable government agency;

WHEREAS, Clinical Facility operates a duly licensed health care agency at the address listed above and has obtained all necessary licenses, consents, and approvals;

WHEREAS, as part of the Program, students are required to participate in a clinical experience rotation;

WHEREAS, District desires to affiliate with the Clinical Facility in order that students may participate in a clinical experience rotation at the Clinical Facility; and

WHEREAS, District and Clinical Facility desire to enter into this Agreement to memorialize their respective rights, duties, and obligations with respect to the clinical experience rotation of students of the College’s Program.

For purposes of this Agreement, the following definitions shall apply:

“District” shall refer to the Rancho Santiago Community College District, its member Colleges, the District’s Governing Board, and each of their trustees, employees, agents, representatives, successors and assigns;

“College” shall refer to Santa Ana College, and each of it employees, agents, representatives and assigns;

“Clinical Facility” shall refer to Complete Care Compounding Pharmacy, its parents, subsidiaries, related companies, and each of their officers, directors, employees, agents, representatives, successors, and assigns;

The “Program” shall refer to the Clinical training in health science programs as identified and described in this Agreement; and

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

TERMS

1. Clinical Experience Rotation. Clinical Facility agrees to provide students of the Program who are specified by College with a clinical experience rotation (“Rotation”), in accordance with standards established by governmental agencies and recognized professional accrediting agencies, and subject to the terms and conditions of this Agreement.
2. Development of Curriculum. College shall be fully responsible for the development, planning, and administration of the program, including, without limitation, programming, administration, matriculation, promotion and graduation. College acknowledges and agrees that the Rotation is intended to meet certain educational performance objectives, and College shall provide a copy of such performance objectives to Clinical Facility on or before student placement. Clinical Facility shall be fully responsible for the availability and appropriateness of the learning environment in relation to the program’s written objectives.
3. Exposure to Bloodborne Pathogens. Program students and college faculty will comply with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992 (the “Regulations”), including but not limited to responsibility as the employer to provide all program students with (a) information and training about the hazards associated with blood and other potentially infectious materials, (b) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (c) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (d) information as to the reasons the program student should participate in hepatitis B vaccination and post-exposure evaluation and follow-up.
4. Applicable Procedure; Acceptance. College agrees to provide Clinical Facility with a list of the name(s) of students who will be participating in a rotation.
5. Nondiscrimination. The parties agree not to discriminate in the selection, placement or evaluation of any student or faculty member because of race, creed, national origin, religion, sex, marital status, age, handicap, and/or medical condition.
6. Academic Year. The academic year consists of Fall and Spring semesters, Summer session and Winter break intersession.
7. Rotation Schedule. The rotation schedule shall be determined by College and Clinical Facility and may be amended from time to time by agreement of the parties.

The number of students in each rotation shall be limited to a number mutually agreed upon by both parties, not to exceed the number specified by the accrediting agency(s).

8. Orientation. Clinical Facility and College shall provide an orientation for assigned students participating in each rotation.
9. Compliance With Clinical Facility Rules. Clinical Facility shall make available all applicable governing instruments, policies and procedures, rules and regulations of Clinical Facility to each student participating in a rotation, and student shall comply with these rules.

In providing the students with the clinical rotation that is the subject of this Agreement, Clinical Facility shall comply with all applicable laws, rules, regulations, statutes, polices, procedures, and ordinances and shall be consistent with the professional standards of a health care agency.

10. Confidentiality of Patient Records. Students and faculty understand and agree that Clinical Facility's patient files are confidential.
11. Clinical Instructor (College). College agrees to designate a coordinator for each program. The coordinator, who is an academic instructor, shall be responsible for all teaching activities.
12. Clinical Advisor (Clinical Facility). Although the Instructor of record assigns the grade for the student, Clinical Facility via a Clinical Advisor may provide input to the clinical performance and evaluation of student(s), be a resource person for College's faculty and students, and shall communicate with the clinical coordinator designated by College regarding the clinical rotation and shall arrange formal orientation to the facility for the faculty and students.
13. Supervision of Students. The supervision, evaluation and direction of students while on site at Clinical Facility shall be the responsibility of the Clinical Advisor (Clinical Facility) or designee as guided by the instructional objectives. No direct, hands-on patient care shall be provided by participating students at Clinical Facility, except in accordance with all applicable laws, Clinical Facility rules, regulation, policies and procedures. District recognizes the patients' rights to refuse care provided by a student at Clinical Facility.
14. Removal of Students. Clinical Facility retains the right to exclude any student at any time from any clinical area. Any student who is asked to leave by Clinical Facility shall do so promptly and without protest. Clinical Facility shall also have the right, at any time, to request College to remove a student permanently from the rotation. Except as otherwise provided under any approachable policies, procedures, rules regulations, and/or under any law, any such removal shall not require compliance with any notice, hearing or other procedural requirements.

15. Patient Care. Nothing in this Agreement shall be construed as conferring any right or duty upon College, its students or faculty members, to control or direct patient care or operations at Clinical Facility. Clinical Facility shall maintain sole responsibility and accountability for patient care and shall provide adequate staffing in number and competency to ensure safe and continuous health care during the term of this Agreement.
16. Student Evaluation. In the case of direct supervision of the students by the Clinical Instructor (College), he/she shall be responsible for student(s) evaluation. Unless otherwise mutually agreed between the Clinical Instructor (College) and the Clinical Advisor (Clinical Facility), Clinical Facility may be responsible for submitting input to the Clinical Instructor evaluating and appropriately documenting the performance of each student in the clinical rotation. The appropriate forms shall be provided by the Clinical Instructor. Nothing herein shall be construed as a guarantee by or obligation of Clinical Facility regarding the performance of any student during the rotation. College shall keep records on the progress and evaluation of each student's clinical experience during a rotation for a period of three (3) years following the end of the specific rotation in which the student is involved.
17. Ongoing Communication. College has the privilege of regularly scheduled meetings with Clinical Facility staff, including both selected unit personnel and administrative level representatives for the purpose of interpreting, discussing, and evaluating College's health care programs at a mutually agreed upon time.
18. Materials. College agrees to provide students with all educational material required during the clinical program.
19. Access to Clinical Facility's Services/Facilities. Clinical Facility agrees to provide students with access to the medical library, parking, lockers, food services and first aid where the Clinical Facility has those types of services/facilities available during its normal business hours.
20. No Payments or Other Remuneration. College agrees that no fees or monetary payments of any kind shall be exchanged between Clinical Facility, its agents and employees, and College, its agents, employees and students under the terms of this Agreement. Further, neither College, its staff members nor other representatives, shall attempt to bill or collect from any patient or from any other source fees for services provided to patients by said student.

The only exception shall be when Clinical Facility and College mutually agree to pay a Clinical Advisor a stipend for duties directly related to College's program.

21. No Right To Employment. The parties agree that the students of College shall not be considered employees, agents or volunteers of Clinical Facility, nor shall any student be entitled to any right, compensation, or other benefits normally afforded to employees of Clinical Facility, including but not limited to, Social Security, unemployment and workers' compensation insurance.

22. Insurance Carried by the District. District shall assure coverage of professional liability insurance for each student participating in the Rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof. District shall provide workers' compensation coverage for students participating in the rotation. These coverages are in effect while the student is on-site at Clinical Facility.

23. Insurance Carried By Clinical Facility. Clinical Facility shall secure and maintain comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate with coverage for incidental contracts. A certificate of insurance must be provided that includes thirty (30) days notice of cancellation, modification, or reduction in said insurance. Clinical Facility shall deliver certificate(s) of insurance under Clinical Facility's comprehensive general liability insurance policy on or before the date of execution of this agreement. Upon request, District shall be provided a copy of said policy.

Clinical Facility shall carry professional liability insurance for itself and each of its employee(s), partners, and/or representatives providing professional services at Clinical Facility, except for District's students and College faculty, in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. Clinical Facility shall provide District with thirty (30) days written notice prior to cancellation, or reduction in said insurance. Upon request, District shall be provided a copy of said policy.

Clinical Facility shall provide workers' compensation coverage for each of its employees.

24. Student Health Records. Any student participating in a rotation shall provide verification of annual T.B. screening. This record shall be maintained in the Department of Pharmacy Technology at the College.

25. Student Medical Care. To the extent that any first aid or emergency care is required in connection with an injury or illness incurred by a student during performance of his/her clinical training during a rotation, the student shall be treated by Clinical Facility as appropriate.

26. Confidentiality of Student Records. Clinical Facility shall keep confidential and shall not disclose to any person or entity (i) student application; (ii) student health records or reports; and/or (iii) any student records as defined in California Education Code Section 76210 and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. paragraph 1232(g), concerning any student participating in the rotation, unless disclosure is authorized by (i) the student in writing, or (ii) disclosure is ordered by a court of competent jurisdiction. Clinical Facility shall adopt and enforce whatever policies and procedures are necessary to protect the confidentiality of student records as defined herein.

27. Verification. College warrants and represents that it has obtained all necessary approvals and consents from any and all agencies to enable Clinical Facility to offer the rotation to College's students participating in the Program. If requested by Clinical Facility, College will provide Clinical Facility with verification that the Program is duly licensed, duly accredited and/or certified, as applicable, by appropriate agencies. District covenants and agrees that at all times during the term hereof it shall retain such licensure, accreditation and/or certification, and its Program and faculty members shall continue to meet any and all federal, state and local requirements.
28. 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 provision of the Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the no-indemnifying party or any of its agents or employees.
29. Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of California.
30. Assignment. Neither party hereto may assign this Agreement or delegate its duties hereunder without the prior written consent of the other party which can and may be withheld by either party in its sole and absolute discretion.
31. Effective Date Termination. This Agreement shall become effective on **07/20/2015**, and shall remain in effect until **07/19/2020**, at which time this agreement shall automatically be extended for additional, successive twelve (12) month terms (each such twelve month term herein is referred to as Extension Term. Either party may terminate this Agreement without cause by giving ninety (90) days prior written notice to the other party of its intention to terminate. In the event a rotation is in progress, any written notice to terminate with or without cause shall become effective at the expiration of the rotation. Notwithstanding the foregoing, in the event the Program is discontinued by College during its Term, this Agreement shall immediately terminate without further action by the parties hereto.
32. Notices. 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 by U.S. mail. 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. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of ten (10) days after mailing.

To Clinical Facility:
Complete Care Compounding Pharmacy
351 South Diamond Bar Boulevard
Diamond Bar, CA 91765
ATTN: Pharmacist in Charge

To College:
Santa Ana College
1530 West 17th Street
Santa Ana, CA 92706
ATTN: Pharmacy Technology

With a copy to:
Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706
ATTN: Vice Chancellor
Business Operations & Fiscal Services

- 33. Accreditation. The Clinical Facility shall be accredited by the appropriate organization, i.e., the Joint Commission on Accreditation of Healthcare Organizations, the American Osteopathic Association, or the National Committee on Quality Assurance.
- 34. Adequate Facilities. The Agency shall have adequate facilities to carry out services that meet, when applicable for pharmacy technician extern training, the intent of the “American Society of Health-System Pharmacist (ASHP) Guidelines: Minimum Standard for Pharmacies in Institutions” or “ASHP Guidelines on Pharmaceutical Services for Ambulatory Patients”.
- 35. Entire Agreement. This Agreement and all attachments hereto, constitute the entire agreement of the parties. There are no representations, covenants or warranties other than those expressly stated herein. No waivers or modification of any of the terms hereof shall be valid unless in writing and signed by both parties.

Clinical Facility:
Complete Care Compounding Pharmacy

District:
Rancho Santiago Community College District

By: _____

By: _____

Printed Name: _____

Printed Name: Peter J. Hardash

Title: _____

Title: Vice Chancellor

Business Operations & Fiscal Services

Date: _____

Date: _____

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

To:	Board of Trustees	Date: July 20, 2015
Re:	Approval of New OTA Agreement – Brain Rehabilitation and Injury Network	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

This clinical affiliation agreement covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This 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. It carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement with Brain Rehabilitation and Injury Network in Cypress, California.

Fiscal Impact:	None	Board Date: July 20, 2015
Prepared by:	Simon B. Hoffman, Dean of Human Services & Technology Michael T. Collins, Ed.D., Vice President, Administrative Services	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

AGREEMENT

Occupational Therapy Assistant Program

THIS AGREEMENT is made and entered into by and between **Brain Rehabilitation and Injury Network (B.R.A.I.N.)**, hereinafter called the Agency, and **Rancho Santiago Community College District on behalf of Santa Ana College**, hereinafter called the District.

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

WHEREAS, the District and Agency acknowledge a public obligation to contribute to Occupational Therapy Assistant Program education for the benefit for students and to meet community needs.

WHEREAS, the District provides programs in Occupational Therapy Assistant Program education, which require clinical experience for students, enrolled in these programs.

WHEREAS, the Agency has facilities suitable for the clinical needs of the District programs in the Occupational Therapy Assistant Program.

WHEREAS, it is to the benefit of both District and Agency that Occupational Therapy Assistant Program students have opportunities for clinical experience to enhance their capabilities as practitioners.

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

A. For the Program in General

1. The District will assume full responsibility for offering Occupational Therapy Assistant Program education programs eligible for accreditation by the appropriate State Board.
2. District faculty members may be invited to serve as voluntary resource persons to the Agency staff by serving on Occupational Therapy Assistant Program care committees, by sharing knowledge as clinical experts, and by participation in other matters dealing with the quality of patient care.
3. For Background clearance
The District shall inform The Occupational Therapy Assistant Program students of the Background Check requirement and their responsibility of payment.
4. For Student Workmen's Compensation:
The District shall carry Workmen's Compensation Insurance on students of the

District during clinical assignment, and keep records of clinical attendance for audit by the State Workmen's Compensation Insurance Fund.

B. For Program Planning

1. The District will initiate the development of mutually acceptable clinical instruction plans for using the Agency's clinical areas to meet the educational goals of Occupational Therapy Assistant Program curricula. These plans will be made available to the Agency at a mutually agreed upon time prior to the beginning of the school term and subject to revision in instances of conflicts with agency patient care responsibilities and/or District interests.
2. The District has the privilege of regularly scheduled meetings with Agency staff, including both selected Agency personnel and administrative level representatives for the purpose of interpreting, discussing, and evaluating the educational program in occupational therapy.

C. For Occupational Therapy Assistant Program Students

1. The District will be responsible for assuring that Occupational Therapy Assistant Program students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness, and shall provide certification that the Occupational Therapy Assistant Program students have been immunized against the common communicable diseases,

PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

A. For the Program in General

1. The Agency will maintain the standards, which make it eligible for approval as a clinical area for instruction in accredited Occupational Therapy Assistant Program programs. To further this, the Agency agrees to provide and maintain personnel who are in its opinion, capable and qualified in those divisions in which students are placed.
2. The administration of the service and patient care at the Agency shall be the responsibility of and under the control and supervision of the Agency and shall be administered through the Agency and shall be administered through the Agency staff.
3. The Agency will designate a staff member who will function as Education Coordinator for Occupational Therapy Assistant Program education uses of the Agency facilities, including joint planning and representatives of all involved Occupational Therapy Assistant Program programs.
4. The Agency will provide orientation for students and faculty to familiarize them with Agency policies and facilities before assigning them to duties at the Agency.

5. The Agency will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
6. The Agency will permit the faculty and students of the District to use its patient care and patient service facilities for clinical education according to approved curricula.
7. The Agency will confer with the District prior to making a commitment for new or expanded use of its clinical facilities by any other Occupational Therapy Assistant Program that interfere with current student placement.

B. For Services and Facilities

1. The Agency will permit the educational use of such supplies and equipment as are commonly available for patient care.
2. The Agency will permit use of the following facilities and services by District Occupational Therapy Assistant Program students and faculty at such times and to the degrees considered feasible by the agency.
 - a. Parking areas.
 - b. Locker, storage and dressing facilities.
 - c. Same food services as are available for Agency staff.
 - d. First aid treatment with written consent required for minors.
 - e. Access to sources of information for education purposes such as:
 1. Patient's chart.
 2. Procedure guides policy manuals.
 3. Medical dictionaries, pharmacology references, and other references suitable to the clinical area.
 4. Books and periodicals in the Medical library.

C. For the Control of District Personnel

1. The Agency may refuse access to its clinical areas to Occupational Therapy Assistant Program students or district faculty who do not meet its employee standards for safety, health, cooperation, or ethical behavior pending investigation and resolution of the matter by the Agency and the District.

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

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

B. Insurance:

Without limiting the indemnification obligations stated below, each party to the Agreement shall maintain and secure at its own expense comprehensive general liability, property damage insurance, and professional liability 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.

C. Indemnification

All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, students 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, students 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.

PART V. STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS

- A. Occupational Therapy Assistant Program students shall have the status as learners and shall not be considered to be Agency employees nor shall they replace Agency staff. Any service rendered by the student during the experience is to be considered in addition to planned patient care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for patient care in areas where students are obtaining clinical experience.
- B. Occupational Therapy Assistant Program students are subject to the authority, policies, and regulations of the district. They are also subject, during clinical assignment, to applicable agency regulations and must conform to the same standards as are for Agency employees in matters relating to the welfare of patients and general Agency operations.
- C. Occupational Therapy Assistant Program students shall be responsible for proper coverage in regard to malpractice insurance, or any other liability insurance that might be required by either the District or the Agency.
- D. The District will be responsible for assuring that health care students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical

fitness.

PART VI. PERIOD OF AGREEMENT, TERMINATION

- A. This agreement shall be effective as of the date signed, and shall continue in effect for five years, unless terminated earlier by written notice of either party. Either party to this Agreement may, in its sole discretion, terminate this Agreement with or without cause by giving the other party at least 30 days' prior written notice. In the event the Agreement is terminated for cause, all of the obligations of the terminating party shall be waived immediately upon written notice of termination. In the event of termination without cause, the parties agree to fulfill their respective obligations associated with the current term or semester, prior to such termination becoming effective.

IN WITNESS WHEREOF, the said parties have hereunto set their hands:

JBH
**District: Rancho Santiago Community
College District**

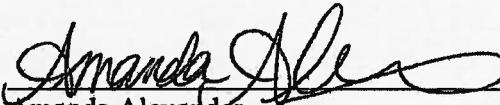
**Rancho Santiago Community College
District
2323 N. Broadway
Santa Ana, CA 92706**

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

Date

**Agency: Brain Rehabilitation and Injury
Network**

**B.R.A.I.N.
5656 Corporate Ave.,
Cypress, CA 90630**


**Amanda Alexander
Speech-Language Pathologist
B.R.A.I.N. Volunteer Coordinator**

5/26/2015
Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To:	Board of Trustees	Date: July 20, 2015
Re:	Approval of Amendment #2 to OTA Agreement – County of Riverside Department of Public Health	
Action:	Request for Approval	

BACKGROUND

This is an amendment to an existing agreement that was approved by the RSCCD Board of Trustees in May, 2013. A second amendment was approved in November, 2014 to extend the agreement.

ANALYSIS

The amendment is for the sole purpose of extending the agreement for an additional three (3) years period. It has been reviewed by Dean Simon B. Hoffman and college staff and carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement amendment with the County of Riverside Department of Public Health in Riverside, California.

Fiscal Impact:	None	Board Date: July 20, 2015
Prepared by:	Simon B. Hoffman, Dean of Human Services & Technology Michael T. Collins, Ed.D., Vice President, Administrative Services	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor, RSCCD	

SECOND AMENDMENT TO THE AGREEMENT

BETWEEN

COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC HEALTH

AND

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT ON BEHALF OF

SANTA ANA COLLEGE

(Student Affiliation)

That certain Agreement between the County of Riverside Department of Public Health (COUNTY) and Rancho Santiago Community College District on behalf of Santa Ana College (COLLEGE), approved on July 31, 2013, amended for the first time November 24, 2014, is hereby amended for the second time effective July 1, 2015 as follows:

1. Amend all references to the period of performance from July 1, 2014 through June 30, 2015 to July 1, 2015 through June 30, 2018.
2. All other terms and conditions of this Agreement are to remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment.

COLLEGE

COUNTY

Rancho Santiago Community College
District on behalf of Santa Ana College

By _____
Peter J. Hardash
Vice Chancellor
Business Operations and Fiscal Services

By _____
Purchasing Agent

Date _____

Date _____

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dp

FIRST AMENDMENT TO THE AGREEMENT

BETWEEN

COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC HEALTH

AND

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

ON BEHALF OF SANTA ANA COLLEGE

(Student Affiliation)

That certain Agreement between the County of Riverside Department of Public Health (COUNTY) and Rancho Santiago Community College District on behalf of Santa Ana College (COLLEGE), approved on July 31, 2013, is hereby amended for the first time effective July 1, 2014 as follows:

- Amend all references to the period of performance from July 1, 2013 through June 30, 2014 to July 1, 2014 through June 30, 2015.
- All other terms and conditions of this Agreement are to remain unchanged.

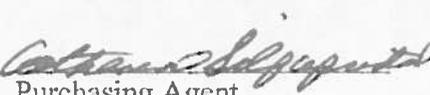
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment.

COLLEGE

COUNTY

EPH
Rancho Santiago Community College
District on behalf of Santa Ana College

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

By 
Purchasing Agent

Date 11/18/14

Date 11-24-14

db

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To: Board of Trustees	Date: July 20, 2015
Re: Approval of OTA Agreement Renewal – Russo, Fleck & Associates	
Action: Request for Approval	

BACKGROUND

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

ANALYSIS

This clinical affiliation agreement covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This 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. It carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement renewal with Russo, Fleck & Associates in Orange, California.

Fiscal Impact: None	Board Date: July 20, 2015
Prepared by: Simon B. Hoffman, Dean of Human Services & Technology Michael T. Collins, Ed.D., Vice President, Administrative Services	
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

EDUCATIONAL AFFILIATION AGREEMENT

Occupational Therapy Assistant Program

THIS AGREEMENT is made and entered into by and between **Russo, Fleck & Associates**, hereinafter called the Agency, and **Rancho Santiago Community College District on behalf of Santa Ana College**, hereinafter called the District.

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

WHEREAS, the District and Agency acknowledge a public obligation to contribute to Occupational Therapy Assistant Program education for the benefit for students and to meet community needs.

WHEREAS, the District provides programs in Occupational Therapy Assistant Program education, which require clinical experience for students, enrolled in these programs.

WHEREAS, the Agency has facilities suitable for the clinical needs of the District programs in the Occupational Therapy Assistant Program.

WHEREAS, it is to the benefit of both District and Agency that Occupational Therapy Assistant Program students have opportunities for clinical experience to enhance their capabilities as practitioners.

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

A. For the Program in General

1. The District will assume full responsibility for offering Occupational Therapy Assistant Program education programs eligible for accreditation by the appropriate State Board.
2. District faculty members may be invited to serve as voluntary resource persons to the Agency staff by serving on Occupational Therapy Assistant Program care committees, by sharing knowledge as clinical experts, and by participation in other matters dealing with the quality of patient care.
3. For Background clearance
The District shall inform The Occupational Therapy Assistant Program students of the Background Check requirement and their responsibility of payment.

4. For Student Workers' Compensation:
The District shall carry Workers' Compensation Insurance on students of the District during clinical assignment, and keep records of clinical attendance for audit by the State Workmen's Compensation Insurance Fund.

B. For Program Planning

1. The District will initiate the development of mutually acceptable clinical instruction plans for using the Agency's clinical areas to meet the educational goals of Occupational Therapy Assistant Program curricula. These plans will be made available to the Agency at a mutually agreed upon time prior to the beginning of the school term and subject to revision in instances of conflicts with agency patient care responsibilities and/or District interests.
2. The District has the privilege of regularly scheduled meetings with Agency staff, including both selected Agency personnel and administrative level representatives for the purpose of interpreting, discussing, and evaluating the educational program in occupational therapy.

C. For Occupational Therapy Assistant Program Students

1. The District will be responsible for assuring that Occupational Therapy Assistant Program students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness, and shall provide certification that the Occupational Therapy Assistant Program students have been immunized against the common communicable diseases.

PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

A. For the Program in General

1. The Agency will maintain the standards, which make it eligible for approval as a clinical area for instruction in accredited Occupational Therapy Assistant Program programs. To further this, the Agency agrees to provide and maintain personnel who are in its opinion, capable and qualified in those divisions in which students are placed.
2. The administration of the service and patient care at the Agency shall be the responsibility of and under the control and supervision of the Agency and shall be administered through the Agency and shall be administered through the Agency staff.
3. The Agency will designate a staff member who will function as Education Coordinator for Occupational Therapy Assistant Program education uses of the Agency facilities, including joint planning and representatives of all involved Occupational Therapy Assistant Program programs.

4. The Agency will provide orientation for students and faculty to familiarize them with Agency policies and facilities before assigning them to duties at the Agency.
5. The Agency will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
6. The Agency will permit the faculty and students of the District to use its patient care and patient service facilities for clinical education according to approved curricula.
7. The Agency will confer with the District prior to making a commitment for new or expanded use of its clinical facilities by any other Occupational Therapy Assistant Program that interfere with current student placement.

B. For Services and Facilities

1. The Agency will permit the educational use of such supplies and equipment as are commonly available for patient care.
2. The Agency will permit use of the following facilities and services by District Occupational Therapy Assistant Program students and faculty at such times and to the degrees considered feasible by the agency.
 - a. Parking areas.
 - b. Locker, storage and dressing facilities.
 - c. Same food services as are available for Agency staff.
 - d. First aid treatment with written consent required for minors.
 - e. Access to sources of information for education purposes such as:
 1. Patient's chart.
 2. Procedure guides policy manuals.
 3. Medical dictionaries, pharmacology references, and other references suitable to the clinical area.
 4. Books and periodicals in the Medical library.

C. For the Control of District Personnel

1. The Agency may refuse access to its clinical areas to Occupational Therapy Assistant Program students or district faculty who do not meet its employee standards for safety, health, cooperation, or ethical behavior pending investigation and resolution of the matter by the Agency and the District.

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

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

B. Insurance:

Without limiting the indemnification obligations stated below, each party to the Agreement shall maintain and secure at its own expense comprehensive general liability, property damage insurance, and professional liability 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.

C. Indemnification

All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, students 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, students 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.

PART V. STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS

A. Occupational Therapy Assistant Program students shall have the status as learners and shall not be considered to be Agency employees nor shall they replace Agency staff. Any service rendered by the student during the experience is to be considered in addition to planned patient care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for patient care in areas where students are obtaining clinical experience.

B. Occupational Therapy Assistant Program students are subject to the authority, policies, and regulations of the district. They are also subject, during clinical assignment, to applicable agency regulations and must conform to the same standards as are for Agency employees in matters relating to the welfare of patients and general Agency operations.

- C. Occupational Therapy Assistant Program students shall be responsible for proper coverage in regard to malpractice insurance, or any other liability insurance that might be required by either the District or the Agency.
- D. The District will be responsible for assuring that health care students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

PART VI. PERIOD OF AGREEMENT, TERMINATION

- A. This agreement shall be effective as of the date signed, and shall continue in effect for five years, unless terminated earlier by written notice of either party. Either party to this Agreement may, in its sole discretion, terminate this Agreement with or without cause by giving the other party at least 30 days' prior written notice. In the event the Agreement is terminated for cause, all of the obligations of the terminating party shall be waived immediately upon written notice of termination. In the event of termination without cause, the parties agree to fulfill their respective obligations associated with the current term or semester, prior to such termination becoming effective.

IN WITNESS WHEREOF, the said parties have hereunto set their hands:

**District: Rancho Santiago Community
College District**

**2323 North Broadway
Santa Ana, CA 92706**

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

Date

Agency: Russo, Fleck & Associates

**960 Town & Country Road
Orange, CA 92868**

Anne Fleck, OTR/L

**Anne Fleck, OTR/L
Director**

6/4/2015

Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College - Science, Math, and Health Sciences Division

To:	Board of Trustees	Date: July 20, 2015
Re:	Approval of Renewal of Nursing Program Agreement – St. Joseph Hospital/La Amistad Family Health Center Without Instructor	
Action:	Request for Approval	

BACKGROUND

Students in the nursing program are required to participate in clinical rotation activities at sites throughout the community in order to gain practical field experiences and to apply knowledge and skills learned in college classes. The proposed clinical affiliation agreement renewal with St. Joseph Hospital in Orange, California, which operates La Amistad Family Health Center, located in Orange, California, will yield appropriate clinical rotation activities for the programs.

ANALYSIS

The clinical affiliation agreement covers the scope of program’s operations of the facility as well as other issues relating to responsibilities for both parties. The agreement has been reviewed by college and district. The agreement carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this renewal of the clinical affiliation agreement with St. Joseph Hospital in Orange, California, which operates La Amistad Family Health Center located in Orange, California.

Fiscal Impact:	None	Board Date: July 20, 2015
Prepared by:	Michael T. Collins, Ed.D. Vice President of Administrative Services	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

CLINICAL TRAINING AFFILIATION AGREEMENT

(Without School Instructor on Clinic Premises)

This Clinical Training Affiliation Agreement ("Agreement") is made and entered into as of the later of July 1, 2015 or the execution of the Agreement by both parties (the "Effective Date") by and between **St. Joseph Hospital of Orange** ("Hospital"), and **Rancho Santiago Community College District on behalf of Santa Ana College** ("School").

RECITALS

A. Hospital is a California nonprofit public benefit corporation that operates a general acute care hospital accredited in accordance with the standards of the Joint Commission and licensed by the California Department of Public Health. Hospital operates a free standing primary care medical clinic for the treatment of low income and indigent patients known as **La Amistad Family Health Center ("Clinic")**. For purposes of this Agreement, Hospital and Clinic shall be collectively referred to herein as "Hospital" even though it is agreed and understood by the parties hereto that the training programs shall take place at the Clinic.

B. School is an institution of higher learning authorized pursuant to California law to offer health care program(s) and to maintain classes and such program(s) at hospitals for the purpose of providing clinical training for students in such classes.

C. Hospital operates clinical facilities within Hospital which are suitable for School's clinical training programs ("the Program(s)") in the area of **Nursing and Nurse Practitioner**. School desires to establish the Program(s) at Hospital for the students of the School enrolled in the Program(s). Hospital desires to support the Program(s) to assist in training students of School.

D. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Program(s) at Hospital.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RESPONSIBILITIES OF SCHOOL

1.1 Academic Responsibility. School shall develop the Program(s) curriculum and shall be responsible for offering a health care education Program eligible, if necessary, for accreditation and approval by any state board or agency.

1.2 Number of Students. School shall designate and notify Hospital of the students who are enrolled and in good standing in the Program(s) to be assigned for clinical training at Hospital in such numbers as are mutually agreed upon between Hospital and School. School and Hospital will also mutually agree to the dates and length of the Program(s).

1.3 Orientation. School shall provide orientation to all students and faculty and ensure that all students receive clinical instruction and have necessary basic skills prior to the clinical

experience at Hospital.

1.4 Discipline. School shall be responsible for counseling, controlling, disciplining and all activities of students at Hospital.

1.5 Documentation. School shall maintain all attendance and academic records of students participating in the Program(s). School shall implement and maintain an evaluation process of the students' progress throughout the Program(s).

1.6 Background Check. School shall conduct a background check on each student. At a minimum, the background check shall include the following: verification of identity (social security trace); criminal background check in all counties of residence and employment for the last seven (7) years; motor vehicle records trace; and Office of Inspector General ("OIG") sanction trace.

1.7 Health Clearance. School shall ensure that each student complies with Hospital's requirements for immunizations, tests, and required education including but not limited to: (a) an annual health examination, (b) Proof of TB skin test (Mantoux) within previous 12 months, repeated annually, If known skin test positive, baseline chest x-ray, annual symptom screen and repeat CXR if annual symptom review is positive. (c) Proof of immunization or immune titers to Rubeola, Rubella and Varicella, (d) proof of Tetanus, Diptheria, and Acellular Pertussis (Tdap) immunization, (e) proof of Hepatitis B vaccine, and (f) proof of annual Influenza vaccination, or declination statement for (b)-(f). School shall provide (a) proof of Aerosol Transmissible Disease (ATD) training on hire and at least annually including elements required by the Cal/OSHA ATD Standard, and (b) proof of Bloodborne Pathogen training on hire and at least annually thereafter including elements required by the Cal/OSHA Bloodborne Pathogen Standard.

1.8 Hospital Policies and Procedures. School shall ensure that each student is aware of and understands all applicable Hospital policies and procedures and shall require each student to conform to all such Hospital policies, procedures, regulations, standards for health, safety, cooperation, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of Hospital and School. School shall instruct students that they are not permitted to interfere with the activity or judgment of the health care providers at Hospital in administering care to patients in the context of training.

1.9 Supplies and Equipment. School shall provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the Program(s). School shall also be responsible, as between Hospital and School, for the cost of travel expenses and transportation, if any, incurred by students as a result of the Program(s).

1.10 Confidentiality. School shall instruct students regarding confidentiality of patient information. No student shall have access to or have the right to review any medical record or quality assurance or peer review information except where necessary in the regular course of the Program(s). School shall ensure that all students maintain the confidentiality of any and all patient and other information received in the course of the Program(s). Further, School shall ensure that students do not discuss, transmit, or narrate in any form any patient information of a personal nature, medical or otherwise, except as a necessary part of the patient's treatment plan or the Program(s).

1.11 Insurance. School shall ensure that all students maintain professional liability insurance coverage (either independently or as an additional insured on School's policy) at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School agrees to maintain professional and comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate

throughout the course of this Agreement. Further, School shall ensure that such policies provide for notification to Hospital at least thirty (30) days in advance of any material modification or cancellation of such coverage. School also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of School working at Hospital pursuant to this Agreement at all times during the course of this Agreement. School shall provide certificates evidencing all coverage referred to in this section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis except that, with respect to students, such evidence will be provided prior to the date when any new student commences participation in the Program(s).

1.12 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 non-performance 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.

1.13 Accreditation. School shall at all times during the course of this Agreement be licensed or qualified to offer the Program(s) to students.

2. RESPONSIBILITIES OF HOSPITAL

2.1 Access. Hospital shall permit nonexclusive access to the Program(s) to those students designated by School as eligible for participation in the Program(s) at Hospital provided such access does not unreasonably interfere with the regular activities at Hospital. Hospital agrees to provide qualified students with access to clinical areas and patient care opportunities as appropriate to the level of understanding and education of such students and as appropriate to the provision of quality care and privacy of Hospital patients.

2.2 Implementation of Program(s). Hospital agrees to cooperate with and assist in the planning and implementation of the Program(s) at Hospital for the benefit of students from School.

2.3 Instruction. Hospital shall instruct students in their clinical training at Hospital with the supervision of a fully licensed professional, if applicable, relevant to the students' specific course of clinical training.

2.4 Accreditation. Hospital shall maintain Hospital so that it conforms to the requirements of the California Department of Health Services and the Joint Commission.

2.5 Patient Care. Pursuant to the California Code of Regulations ("CCR"), Title 22, Section 70713, School understands and agrees that Hospital, with its Medical Staff, retains professional and administrative responsibility for Services rendered to Hospital patients. Further, School and students shall conduct their respective activities hereunder consistent with relevant law and regulation, the Medical Staff Bylaws, the Medical Staff Rules and Regulations, Hospital policy and procedures, Emergency Medical Treatment and Active Labor Act ("EMTALA"), Title 22, the standards and requirements under the Joint Commission, professional standards, Hospital philosophy and values and the Ethical and Religious Directives for Catholic Health Facilities. The parties understand and agree that this provision is intended to fulfill requirements of the Joint Commission and state law and is not intended to modify the independent contractor relationship nor indemnification requirements between the parties herein.

2.6 Space and Storage. At Hospital's discretion, it will provide students with classroom space within Hospital and an acceptable amount of storage space for School's instructional materials for use in the Program(s), subject to reasonable availability..

2.7 Removal of Students. Hospital shall have the absolute right to determine who will administer care to its patients. In the event that any student, in the sole discretion of Hospital, fails to perform satisfactorily, fails to follow Hospital policies, procedures and regulations, or fails to meet Hospital standards for health, safety, security, cooperation or ethical behavior, Hospital shall have the right to request that School withdraw the student from the Program(s). School shall comply with Hospital's request within five (5) days of receipt of notice from Hospital. Notwithstanding the foregoing, in the event of any emergency or if any student represents a threat to patient safety or personnel, Hospital may immediately exclude any student from Hospital until final resolution of the matter with School.

2.8 Documentation. Hospital agrees to make available to qualified students of School a copy of its policies and procedures, rules and regulations, and other relevant information in order that students obtain the benefit of such documentation and in order that students comply with such policies and rules. Such copy is available at Hospital's facility for review.

2.9 First Aid. Hospital shall be available to provide necessary emergency health care or first aid, within its capacity, to students participating in the Program(s). Any emergency health care or first aid provided by Hospital shall be billed to the student or School at Hospital's normal billing rate for private-pay patients. Except as herein provided, Hospital shall have no obligation to furnish medical or surgical care to any student.

2.10 Statement of Adequate Staffing. Hospital acknowledges that it has adequate staffing and that students participating in the Program(s) shall not be substituted for nursing staff necessary for reasonable staffing coverage.

2.11 Authority. Hospital shall maintain at all times full authority over and responsibility for care of its patients and may intervene and/or redirect students when appropriate or necessary.

3. RELATIONSHIP OF THE PARTIES

3.1 Term. The term of this Agreement shall commence as of the Effective Date and shall continue for three (3) year(s) unless terminated sooner as provided herein.

3.2 Termination. Either party may terminate this Agreement at any time and for any reason upon at least thirty (30) days prior written notice to the other party. To the extent reasonably possible, Hospital will attempt to limit its termination of this Agreement without cause so as to allow the completion of student training for the then current academic year by any student who, at the date of mailing of said notice by Hospital, was satisfactorily participating in the Program(s).

3.3 Independent Contractor. In the performance of the obligations under this Agreement, it is mutually understood and agreed that School is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create between Hospital and School an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Students shall maintain the status of learners and neither this Agreement nor any acts pursuant to it shall be deemed to create an employment or agency relationship between Hospital and any student. Therefore, the parties understand and agree that Hospital is not responsible in any way, directly or indirectly, for any

employment-related benefits for students. Such benefits not covered include but are not limited to, salaries, vacation time, sick leave, Workers' Compensation, and health benefits. The sole interest of Hospital is to assure that services to its patients are performed in a competent and satisfactory manner. No relationship of employer and employee is created by this Agreement, and neither School nor any student enrolled in School's Program(s), whether as a shareholder, partner, employee, independent contractor, subcontractor or otherwise, shall have any claim under this Agreement or otherwise against Hospital for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability or unemployment benefits. School shall indemnify and hold harmless Hospital from any and all liability for fees, compensation, wages and benefits of itself or its students, and from taxes on business income and other costs and expenses of an employer that Hospital would incur if, contrary to the parties' intention, School or its students are determined to be employees of Hospital.

3.4 Role of Students. It is not the intention of School or Hospital that any student occupy the position of third-party beneficiary of any obligations assumed by Hospital or School pursuant to this Agreement.

3.5 Publicity. Neither School nor Hospital shall cause to be published or disseminate any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to the Program(s) without the prior written consent of the other party.

3.6 Records. It is understood and agreed that all records, other than student evaluation records and information, shall remain the property of Hospital.

4. GENERAL PROVISIONS

4.1 Entire Agreement; Amendment. This Agreement including the attachments and exhibits hereto contains the complete and full agreement between the parties with respect to the subject matter hereof and shall supersede all other agreements relative to the subject matter hereof by and between the parties. This Agreement may be amended but only by an instrument in writing signed by both parties to the Agreement. The parties agree to amend this Agreement to the extent reasonably necessary for Hospital or its affiliates to comply with its tax-exempt bond obligations and covenants, to maintain tax-exempt status, and to qualify for tax-exempt financing.

4.2 Assignment. School shall not subcontract, assign its rights or delegate its duties under this Agreement without the prior written consent of Hospital. This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each party.

4.3 Compliance. School acknowledges and agrees to abide by Hospital's Corporate Responsibility Program ("CRP") and acknowledges that copies of the policies, procedures and handbooks describing the CRP are available to School and School's students. This CRP is intended to prevent compliance violations and to promote education related to fraud, abuse, false claims including but not limited to the Deficit Reduction Act provisions, excess private benefit and inappropriate referrals. School hereby agrees, that it shall promptly report any regulatory compliance concerns either to an appropriate Hospital manager or through the Hospital's Corporate Responsibility Hotline (866-913-0275). Failure to abide by the CRP compliance requirements shall give Hospital the right to terminate this Agreement immediately at its sole discretion.

4.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall

**St. Joseph Hospital of Orange
“HOSPITAL”**

By: Katie Skelton
Its: VP of Patient Care Services
Date: _____

“SCHOOL”

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College - Science, Math, and Health Sciences Division

To:	Board of Trustees	Date: July 20, 2015
Re:	Approval of Renewal of Occupational Therapy, Emergency Medical Technician, Nursing, Health Sciences, Hemodialysis Technician, and Pharmacy Technician Programs Agreement – St. Joseph Hospital of Orange, Without Instructor	
Action:	Request for Approval	

BACKGROUND

Students in the various health sciences programs are required to participate in clinical rotation activities at sites throughout the community in order to gain practical field experiences and to apply knowledge and skills learned in college classes. The proposed clinical affiliation agreement renewal with St. Joseph Hospital, located in Orange, California, will yield appropriate clinical rotation activities for the programs.

ANALYSIS

The clinical affiliation agreement covers the scope of program’s operations of the facility as well as other issues relating to responsibilities for both parties. The agreement has been reviewed by college and district. The agreement carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this renewal of the clinical affiliation agreement with St. Joseph Hospital, located in Orange, California.

Fiscal Impact:	None	Board Date: July 20, 2015
Prepared by:	Michael T. Collins, Ed.D. Vice President of Administrative Services	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

CLINICAL TRAINING AFFILIATION AGREEMENT

(Without School Instructor on Hospital Premises)

This Clinical Training Affiliation Agreement ("Agreement") is made and entered into as of the later of July 1, 2015 or the execution of the Agreement by both parties (the "Effective Date") by and between **St. Joseph Hospital of Orange** ("Hospital"), and **Rancho Santiago Community College District on behalf of Santa Ana College** ("School").

RECITALS

A. Hospital is a California nonprofit public benefit corporation that operates a general acute care hospital accredited in accordance with the standards of the Joint Commission and licensed by the California Department of Public Health.

B. School is an institution of higher learning authorized pursuant to California law to offer health care program(s) and to maintain classes and such program(s) at hospitals for the purpose of providing clinical training for students in such classes.

C. Hospital operates clinical facilities within Hospital which are suitable for School's clinical training programs ("the Program(s)") in the area of **Occupational Therapy Assistant, Emergency Medical Technician (EMT), Nursing, Health Science, Hemodialysis Technician, and Pharmacy Technician**. School desires to establish the Program(s) at Hospital for the students of the School enrolled in the Program(s). Hospital desires to support the Program(s) to assist in training students of School.

D. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Program(s) at Hospital.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RESPONSIBILITIES OF SCHOOL

1.1 Academic Responsibility. School shall develop the Program(s) curriculum and shall be responsible for offering a health care education Program eligible, if necessary, for accreditation and approval by any state board or agency.

1.2 Number of Students. School shall designate and notify Hospital of the students who are enrolled and in good standing in the Program(s) to be assigned for clinical training at Hospital in such numbers as are mutually agreed upon between Hospital and School. School and Hospital will also mutually agree to the dates and length of the Program(s).

1.3 Orientation. School shall provide orientation to all students and faculty and ensure that all students receive clinical instruction and have necessary basic skills prior to the clinical

experience at Hospital.

1.4 Discipline. School shall be responsible for counseling, controlling, disciplining and all activities of students at Hospital.

1.5 Documentation. School shall maintain all attendance and academic records of students participating in the Program(s). School shall implement and maintain an evaluation process of the students' progress throughout the Program(s).

1.6 Background Check. School shall conduct a background check on each student. At a minimum, the background check shall include the following: verification of identity (social security trace); criminal background check in all counties of residence and employment for the last seven (7) years; motor vehicle records trace; and Office of Inspector General ("OIG") sanction trace.

1.7 Health Clearance. School shall ensure that each student complies with Hospital's requirements for immunizations, tests, and required education including but not limited to: (a) an annual health examination, (b) Proof of TB skin test (Mantoux) within previous 12 months, repeated annually, If known skin test positive, baseline chest x-ray, annual symptom screen and repeat CXR if annual symptom review is positive. (c) Proof of immunization or immune titers to Rubella, Rubella and Varicella, (d) proof of Tetanus, Diphtheria, and Acellular Pertussis (Tdap) immunization, (e) proof of Hepatitis B vaccine, and (f) proof of annual Influenza vaccination, or declination statement for (b)-(f). School shall provide (a) proof of Aerosol Transmissible Disease (ATD) training on hire and at least annually including elements required by the Cal/OSHA ATD Standard, and (b) proof of Bloodborne Pathogen training on hire and at least annually thereafter including elements required by the Cal/OSHA Bloodborne Pathogen Standard.

1.8 Hospital Policies and Procedures. School shall ensure that each student is aware of and understands all applicable Hospital policies and procedures and shall require each student to conform to all such Hospital policies, procedures, regulations, standards for health, safety, cooperation, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of Hospital and School. School shall instruct students that they are not permitted to interfere with the activity or judgment of the health care providers at Hospital in administering care to patients in the context of training.

1.9 Supplies and Equipment. School shall provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the Program(s). School shall also be responsible, as between Hospital and School, for the cost of travel expenses and transportation, if any, incurred by students as a result of the Program(s).

1.10 Confidentiality. School shall instruct students regarding confidentiality of patient information. No student shall have access to or have the right to review any medical record or quality assurance or peer review information except where necessary in the regular course of the Program(s). School shall ensure that all students maintain the confidentiality of any and all patient and other information received in the course of the Program(s). Further, School shall ensure that students do not discuss, transmit, or narrate in any form any patient information of a personal nature, medical or otherwise, except as a necessary part of the patient's treatment plan or the Program(s).

1.11 Insurance. School shall ensure that all students maintain professional liability insurance coverage (either independently or as an additional insured on School's policy) at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School agrees to maintain professional and comprehensive general liability insurance at a minimum of One Million

Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School shall ensure that such policies provide for notification to Hospital at least thirty (30) days in advance of any material modification or cancellation of such coverage. School also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of School working at Hospital pursuant to this Agreement at all times during the course of this Agreement. School shall provide certificates evidencing all coverage referred to in this section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis except that, with respect to students, such evidence will be provided prior to the date when any new student commences participation in the Program(s).

1.12 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 non-performance 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.

1.13 Accreditation. School shall at all times during the course of this Agreement be licensed or qualified to offer the Program(s) to students.

2. RESPONSIBILITIES OF HOSPITAL

2.1 Access. Hospital shall permit nonexclusive access to the Program(s) to those students designated by School as eligible for participation in the Program(s) at Hospital provided such access does not unreasonably interfere with the regular activities at Hospital. Hospital agrees to provide qualified students with access to clinical areas and patient care opportunities as appropriate to the level of understanding and education of such students and as appropriate to the provision of quality care and privacy of Hospital patients.

2.2 Implementation of Program(s). Hospital agrees to cooperate with and assist in the planning and implementation of the Program(s) at Hospital for the benefit of students from School.

2.3 Instruction. Hospital shall instruct students in their clinical training at Hospital with the supervision of a fully licensed professional, if applicable, relevant to the students' specific course of clinical training.

2.4 Accreditation. Hospital shall maintain Hospital so that it conforms to the requirements of the California Department of Public Health and the Joint Commission.

2.5 Patient Care. Pursuant to the California Code of Regulations ("CCR"), Title 22, Section 70713, School understands and agrees that Hospital, with its Medical Staff, retains professional and administrative responsibility for Services rendered to Hospital patients. Further, School and students shall conduct their respective activities hereunder consistent with relevant law and regulation, the Medical Staff Bylaws, the Medical Staff Rules and Regulations, Hospital policy and procedures, Emergency Medical Treatment and Active Labor Act ("EMTALA"), Title 22, the standards and requirements under the Joint Commission, professional standards, Hospital philosophy and values and the Ethical and Religious Directives for Catholic Health Facilities. The parties understand and agree that this provision is intended to fulfill requirements of the Joint Commission and state law and is not intended to modify the independent contractor relationship nor indemnification requirements between the parties herein.

2.6 Space and Storage. At Hospital's discretion, it will provide students with classroom space within Hospital and an acceptable amount of storage space for School's instructional materials for use in the Program(s), subject to reasonable availability..

2.7 Removal of Students. Hospital shall have the absolute right to determine who will administer care to its patients. In the event that any student, in the sole discretion of Hospital, fails to perform satisfactorily, fails to follow Hospital policies, procedures and regulations, or fails to meet Hospital standards for health, safety, security, cooperation or ethical behavior, Hospital shall have the right to request that School withdraw the student from the Program(s). School shall comply with Hospital's request within five (5) days of receipt of notice from Hospital. Notwithstanding the foregoing, in the event of any emergency or if any student represents a threat to patient safety or personnel, Hospital may immediately exclude any student from Hospital until final resolution of the matter with School.

2.8 Documentation. Hospital agrees to make available to qualified students of School a copy of its policies and procedures, rules and regulations, and other relevant information in order that students obtain the benefit of such documentation and in order that students comply with such policies and rules. Such copy is available at Hospital's facility for review.

2.9 First Aid. Hospital shall be available to provide necessary emergency health care or first aid, within its capacity, to students participating in the Program(s). Any emergency health care or first aid provided by Hospital shall be billed to the student or School at Hospital's normal billing rate for private-pay patients. Except as herein provided, Hospital shall have no obligation to furnish medical or surgical care to any student.

2.10 Statement of Adequate Staffing. Hospital acknowledges that it has adequate staffing and that students participating in the Program(s) shall not be substituted for nursing staff necessary for reasonable staffing coverage.

2.11 Authority. Hospital shall maintain at all times full authority over and responsibility for care of its patients and may intervene and/or redirect students when appropriate or necessary.

3. RELATIONSHIP OF THE PARTIES

3.1 Term. The term of this Agreement shall commence as of the Effective Date and shall continue for three (3) year(s) unless terminated sooner as provided herein.

3.2 Termination. Either party may terminate this Agreement at any time and for any reason upon at least thirty (30) days prior written notice to the other party. To the extent reasonably possible, Hospital will attempt to limit its termination of this Agreement without cause so as to allow the completion of student training for the then current academic year by any student who, at the date of mailing of said notice by Hospital, was satisfactorily participating in the Program(s).

3.3 Independent Contractor. In the performance of the obligations under this Agreement, it is mutually understood and agreed that School is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create between Hospital and School an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Students shall maintain the status of learners and neither this Agreement nor any acts pursuant to it shall be deemed to create an employment or agency relationship between Hospital and any student. Therefore, the parties understand and agree that Hospital is not responsible in any way, directly or indirectly, for any

employment-related benefits for students. Such benefits not covered include but are not limited to, salaries, vacation time, sick leave, Workers' Compensation, and health benefits. The sole interest of Hospital is to assure that services to its patients are performed in a competent and satisfactory manner. No relationship of employer and employee is created by this Agreement, and neither School nor any student enrolled in School's Program(s), whether as a shareholder, partner, employee, independent contractor, subcontractor or otherwise, shall have any claim under this Agreement or otherwise against Hospital for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability or unemployment benefits. School shall indemnify and hold harmless Hospital from any and all liability for fees, compensation, wages and benefits of itself or its students, and from taxes on business income and other costs and expenses of an employer that Hospital would incur if, contrary to the parties' intention, School or its students are determined to be employees of Hospital.

3.4 Role of Students. It is not the intention of School or Hospital that any student occupy the position of third-party beneficiary of any obligations assumed by Hospital or School pursuant to this Agreement.

3.5 Publicity. Neither School nor Hospital shall cause to be published or disseminate any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to the Program(s) without the prior written consent of the other party.

3.6 Records. It is understood and agreed that all records, other than student evaluation records and information, shall remain the property of Hospital.

4. GENERAL PROVISIONS

4.1 Entire Agreement; Amendment. This Agreement including the attachments and exhibits hereto contains the complete and full agreement between the parties with respect to the subject matter hereof and shall supersede all other agreements relative to the subject matter hereof by and between the parties. This Agreement may be amended but only by an instrument in writing signed by both parties to the Agreement. The parties agree to amend this Agreement to the extent reasonably necessary for Hospital or its affiliates to comply with its tax-exempt bond obligations and covenants, to maintain tax-exempt status, and to qualify for tax-exempt financing.

4.2 Assignment. School shall not subcontract, assign its rights or delegate its duties under this Agreement without the prior written consent of Hospital. This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each party.

4.3 Compliance. School acknowledges and agrees to abide by Hospital's Corporate Responsibility Program ("CRP") and acknowledges that copies of the policies, procedures and handbooks describing the CRP are available to School and School's students. This CRP is intended to prevent compliance violations and to promote education related to fraud, abuse, false claims including but not limited to the Deficit Reduction Act provisions, excess private benefit and inappropriate referrals. School hereby agrees, that it shall promptly report any regulatory compliance concerns either to an appropriate Hospital manager or through the Hospital's Corporate Responsibility Hotline (866-913-0275). Failure to abide by the CRP compliance requirements shall give Hospital the right to terminate this Agreement immediately at its sole discretion.

4.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall

be instituted and prosecuted only in a court of proper jurisdiction in Orange County, California.

4.5 Non-Discrimination. Neither party shall discriminate against any student on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference. In addition, the parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statutes and judicial decisions.

The Rancho Santiago Community College District complies with all Federal and state rules and regulations and does not discriminate on the basis of race, color, national origin, gender or disability. This holds true for all students who are interested in participating in educational programs and/or extracurricular school activities. Harassment of any employee/student with regard to race, color, national origin, gender or disability is strictly prohibited. Inquiries regarding compliance and/or grievance procedures may be directed to District's Title IX Officer and/or Section 504/ADA Coordinator.

4.6 Notices. Any and all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date personally delivered; (b) three business days after being mailed by United States post, certified and return receipt requested; or (c) one business day after being sent by nationally recognized overnight courier, properly addressed as follows or such other address as may later be designated by the party:

If to Hospital: St. Joseph Hospital of Orange
 1100 W. Stewart Drive
 Orange, CA 92863-5600
 Attn: Katie Skelton, VP of Patient Care Services

If to School: Santa Ana College
 1530 W. 17th Street
 Santa Ana, CA 92706
 Attn: Nursing Program Director

4.7 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

4.8 Waiver. Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.

Signature page to follow.

“HOSPITAL”

By: Katie Skelton
Its: VP of Patient Care Services
Date: _____

“SCHOOL”

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College - Science, Math, and Health Sciences Division

To:	Board of Trustees	Date: July 20, 2015
Re:	Approval of Renewal of Occupational Therapy, Emergency Medical Technician, Nursing, Health Sciences, Hemodialysis Technician, and Pharmacy Technician Programs Agreement – St. Joseph Hospital of Orange, With Instructor	
Action:	Request for Approval	

BACKGROUND

Students in the various health sciences programs are required to participate in clinical rotation activities at sites throughout the community in order to gain practical field experiences and to apply knowledge and skills learned in college classes. The proposed clinical affiliation agreement renewal with St. Joseph Hospital, located in Orange, California, will yield appropriate clinical rotation activities for the programs.

ANALYSIS

The clinical affiliation agreement covers the scope of program’s operations of the facility as well as other issues relating to responsibilities for both parties. The agreement has been reviewed by college and district. The agreement carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this renewal of the clinical affiliation agreement with St. Joseph Hospital, located in Orange, California.

Fiscal Impact:	None	Board Date: July 20, 2015
Prepared by:	Michael T. Collins, Ed.D. Vice President of Administrative Services	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

CLINICAL TRAINING AFFILIATION AGREEMENT

(With School Instructor On Hospital Premises)

This Clinical Training Affiliation Agreement ("Agreement") is made and entered into as of the later of July 1, 2015 or the execution of the Agreement by both parties (the "Effective Date") by and between **St. Joseph Hospital of Orange** ("Hospital"), and **Rancho Santiago Community College District on behalf of Santa Ana College** ("School").

RECITALS

A. Hospital is a California nonprofit public benefit corporation that operates a general acute care hospital accredited in accordance with the standards of the Joint Commission and licensed by the California Department of Public Health.

B. School is an institution of higher learning authorized pursuant to California law to offer health care program(s) and to maintain classes and such program(s) at hospitals for the purpose of providing clinical training for students in such classes.

C. Hospital operates clinical facilities within Hospital which are suitable for School's clinical training programs ("the Program(s)") in the area of **Occupational Therapy Assistant, Emergency Medical Technician (EMT), Nursing, Health Science, Hemodialysis Technician, and Pharmacy Technician**. School desires to establish the Program(s) at Hospital for the students of the School enrolled in the Program(s). Hospital desires to support the Program(s) to assist in training students of School.

D. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Program(s) at Hospital.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RESPONSIBILITIES OF SCHOOL

1.1 Academic Responsibility. School shall develop the Program(s) curriculum and shall be responsible for offering a health care education program eligible, if necessary, for accreditation and approval by any state board or agency.

1.2 Number of Students. School shall designate and notify Hospital of the students who are enrolled and in good standing in the Program(s) to be assigned for clinical training at Hospital in such numbers as are mutually agreed upon between Hospital and School. School and Hospital will also mutually agree to the dates and length of the Program(s).

1.3 Orientation. School shall provide orientation to all students and faculty and ensure that all students receive clinical instruction and have necessary basic skills prior to the clinical experience at Hospital.

1.4 Supervision. School shall supervise all students in their clinical training at Hospital and provide the necessary qualified instructors for the Program(s) who must be satisfactory to Hospital. All such instructors shall be employees of School. School also shall be responsible for instruction, counseling, controlling, disciplining and all activities of students at Hospital.

1.5 Documentation. School shall maintain all attendance and academic records of students participating in the Program(s). School shall implement and maintain an evaluation process of the students' progress throughout the Program(s).

1.6 Background Check. School shall conduct a background check on each student. At a minimum, the background check shall include the following: verification of identity (social security trace); criminal background check in all counties of residence and employment for the last seven (7) years; motor vehicle records trace; and Office of Inspector General ("OIG") sanction trace.

1.7 Health Clearance. School shall ensure that each student complies with Hospital's requirements for immunizations, tests, and required education including but not limited to: (a) an annual health examination, (b) Proof of TB skin test (Mantoux) within previous 12 months, repeated annually, If known skin test positive, baseline chest x-ray, annual symptom screen and repeat CXR if annual symptom review is positive. (c) Proof of immunization or immune titers to Rubeola, Rubella and Varicella, (d) proof of Tetanus, Diphtheria, and Acellular Pertussis (Tdap) immunization, (e) proof of Hepatitis B vaccine, and (f) proof of annual Influenza vaccination, or declination statement for (b)-(f). School shall provide (a) proof of Aerosol Transmissible Disease (ATD) training on hire and at least annually including elements required by the Cal/OSHA ATD Standard, and (b) proof of Bloodborne Pathogen training on hire and at least annually thereafter including elements required by the Cal/OSHA Bloodborne Pathogen Standard.

1.8 Hospital Policies and Procedures. School shall ensure that each student and instructor is aware of and understands all applicable Hospital policies and procedures and shall require each student and instructor to conform to all such Hospital policies, procedures, regulations, standards for health, safety, cooperation, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of Hospital and School. School shall instruct students that they are not permitted to interfere with the activity or judgment of the health care providers at Hospital in administering care to patients in the context of training.

1.9 Supplies and Equipment. School shall provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the Program(s). School shall also be responsible, as between Hospital and School, for the cost of travel expenses and transportation, if any, incurred by students or instructors as a result of the Program(s).

1.10 Confidentiality. School shall instruct students and instructors who supervise students regarding confidentiality of patient information. No student or instructor shall have access to or have the right to review any medical record or quality assurance or peer review information, except where necessary in the regular course of the Program(s). School shall ensure that all students and instructors maintain the confidentiality of any and all patient and

other information received in the course of the Program(s). Further, School shall ensure that students and instructors do not discuss, transmit, or narrate in any form any patient information of a personal nature, medical or otherwise, except as a necessary part of the patient's treatment plan or the Program(s).

1.11 Insurance. School shall ensure that all students and instructors maintain professional liability insurance coverage (either independently or as an additional insured on School's policy) at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School agrees to maintain professional and comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School shall ensure that such policies provide for notification to Hospital at least thirty (30) days in advance of any material modification or cancellation of such coverage. School also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of School working at Hospital pursuant to this Agreement at all times during the course of this Agreement. School shall provide certificates evidencing all coverage referred to in this section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis except that, with respect to students and instructors, such evidence will be provided prior to the date when any new student or instructor commences participation in the Program(s).

1.12 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 non-performance 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.

1.13 Accreditation. School shall at all times during the course of this Agreement be licensed or qualified to offer the Program(s) to students.

2. RESPONSIBILITIES OF HOSPITAL

2.1 Access. Hospital shall permit nonexclusive access to the Program(s) to instructors and those students designated by School as eligible for participation in the Program(s) at Hospital, provided such access does not unreasonably interfere with the regular activities at Hospital. Hospital agrees to provide qualified students with access to clinical areas and patient care opportunities as appropriate to the level of understanding and education of such students and as appropriate to the provision of quality care and privacy of Hospital patients.

2.2 Implementation of Program(s). Hospital agrees to cooperate with and assist in the planning and implementation of the Program(s) at Hospital for the benefit of students from School.

2.3 Accreditation. Hospital shall maintain Hospital so that it conforms to the requirements of the California Department of Public Health and the Joint Commission.

2.4 Patient Care. Pursuant to the California Code of Regulations ("CCR"), Title 22,

Section 70713, School understands and agrees that Hospital, with its Medical Staff, retains professional and administrative responsibility for Services rendered to Hospital patients. Further, School shall ensure its students and instructors conduct their activities hereunder consistent with relevant law and regulation, the Medical Staff Bylaws, the Medical Staff Rules and Regulations, Hospital policy and procedures, Emergency Medical Treatment and Active Labor Act ("EMTALA"), Title 22, the standards and requirements under the Joint Commission, professional standards, Hospital philosophy and values and the Ethical and Religious Directives for Catholic Health Facilities. The parties understand and agree that this provision is intended to fulfill requirements of the Joint Commission and state law and is not intended to modify the independent contractor relationship nor indemnification requirements between the parties herein.

2.5 Space and Storage. At Hospital's discretion, it will provide students with classroom space within Hospital and an acceptable amount of storage space for School's instructional materials for use in the Program(s), subject to reasonable availability.

2.6 Removal of Students and Instructors. Hospital shall have the absolute right to determine who will administer care to its patients. In the event that any student or instructor, in the sole discretion of Hospital, fails to perform satisfactorily, fails to follow Hospital policies, procedures and regulations, or fails to meet Hospital standards for health, safety, security, cooperation or ethical behavior, Hospital shall have the right to request that School withdraw the student or instructor from the Program(s). School shall comply with Hospital's request within five (5) days of receipt of notice from Hospital and with respect to instructors, School shall provide a replacement instructor acceptable to Hospital. Notwithstanding the foregoing, in the event of any emergency or if any student or instructor represents a threat to patient safety or personnel, Hospital may immediately exclude any student or instructor from Hospital until final resolution of the matter with School.

2.7 Documentation. Hospital agrees to make available to instructors and qualified students of School a copy of its policies and procedures, rules and regulations, and other relevant information in order that students obtain the benefit of such documentation and in order that students comply with such policies and rules. Such copy is available at Hospital's facility for review.

2.8 First Aid. Hospital shall be available to provide necessary emergency health care or first aid within its capacity to students and instructors participating in the Program(s). Any emergency health care or first aid provided by Hospital shall be billed to the student, instructor or School at Hospital's normal billing rate for private-pay patients. Except as herein provided, Hospital shall have no obligation to furnish medical or surgical care to any student or instructor.

2.9 Statement of Adequate Staffing. Hospital acknowledges that it has adequate staffing and that students participating in the Program(s) shall not be substituted for nursing staff necessary for reasonable staffing coverage.

2.10 Authority. Hospital shall maintain at all times full authority over and responsibility for care of its patients and may intervene and/or redirect students when appropriate or necessary.

3. RELATIONSHIP OF THE PARTIES

3.1 Term. The term, of this Agreement shall commence as of the Effective Date and shall continue for three (3) year(s) unless terminated sooner as provided herein.

3.2 Termination. Either party may terminate this Agreement at any time and for any reason upon at least thirty (30) days prior written notice to the other party. To the extent reasonably possible, Hospital will attempt to limit its termination of this Agreement without cause so as to allow the completion of student training for the then current academic year by any student who, at the date of mailing of said notice by Hospital, was satisfactorily participating in the Program(s).

3.3 Independent Contractor. In the performance of the obligations under this Agreement, it is mutually understood and agreed that School and School's instructors are at all times acting and performing as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create between Hospital and School or Hospital and School's instructors an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Students shall maintain the status of learners and neither this Agreement nor any acts pursuant to it shall be deemed to create an employment or agency relationship between Hospital and any student. Therefore, the parties understand and agree that Hospital is not responsible in any way, directly or indirectly, for any employment-related benefits for students or School's instructors. Such benefits not covered include, but are not limited to salaries, vacation time, sick leave, Workers' Compensation, and health benefits. The sole interest of Hospital is to assure that services to its patients are performed in a competent and satisfactory manner. No relationship of employer and employee is created by this Agreement and neither School, instructors, nor any student enrolled in School's Program(s), whether as a shareholder, partner, employee, independent contractor, subcontractor or otherwise, shall have any claim under this Agreement or otherwise against Hospital for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability or unemployment benefits. School shall indemnify and hold harmless Hospital from any and all liability for fees, compensation, wages and benefits of itself, its instructors or its students and from taxes on business income and other costs and expenses of an employer that Hospital would incur if, contrary to the parties' intention, School, its instructors or its students are determined to be employees of Hospital.

3.4 Role of Students and Instructors. It is not the intention of School or Hospital that any student or instructor occupies the position of third-party beneficiary of any obligations assumed by Hospital or School pursuant to this Agreement.

3.5 Publicity. Neither School nor Hospital shall cause to be published or disseminate any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to the Program(s) without the prior written consent of the other party.

3.6 Records. It is understood and agreed that all records, other than student evaluation records and information, shall remain the property of Hospital.

4. GENERAL PROVISIONS

4.1 Entire Agreement; Amendment. This Agreement including the attachments and exhibits hereto contains the complete and full agreement between the parties with respect to the subject matter hereof and shall supersede all other agreements relative to the subject matter hereof by and between the parties. This Agreement may be amended but only by an instrument

in writing signed by both parties to the Agreement. The parties agree to amend this Agreement to the extent reasonably necessary for Hospital or its affiliates to comply with its tax-exempt bond obligations and covenants, to maintain tax-exempt status, and to qualify for tax-exempt financing.

4.2 Assignment. School shall not subcontract, assign its rights or delegate its duties under this Agreement without the prior written consent of Hospital. This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each party.

4.3 Compliance. School acknowledges and agrees to abide by Hospital's Corporate Responsibility Program ("CRP") and acknowledges that copies of the policies, procedures and handbooks describing the CRP are available to School and School's students. This CRP is intended to prevent compliance violations and to promote education related to fraud, abuse, false claims including but not limited to the Deficit Reduction Act provisions, excess private benefit and inappropriate referrals. School hereby agrees, that it shall promptly report any regulatory compliance concerns either to an appropriate Hospital manager or through the Hospital's Corporate Responsibility Hotline (866-913-0275). Failure to abide by the CRP compliance requirements shall give Hospital the right to terminate this Agreement immediately at its sole discretion.

4.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall be instituted and prosecuted only in a court of proper jurisdiction in Orange County, California.

4.5 Non-Discrimination. Neither party shall discriminate against any student on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference. In addition, the parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statutes and judicial decisions.

The Rancho Santiago Community College District complies with all Federal and state rules and regulations and does not discriminate on the basis of race, color, national origin, gender or disability. This holds true for all students who are interested in participating in educational programs and/or extracurricular school activities. Harassment of any employee/student with regard to race, color, national origin, gender or disability is strictly prohibited. Inquiries regarding compliance and/or grievance procedures may be directed to District's Title IX Officer and/or Section 504/ADA Coordinator.

4.6 Notices. Any and all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date personally delivered; (b) three business days after being mailed by United States post, certified and return receipt requested; or (c) one business day after being sent by nationally recognized overnight courier, properly addressed as follows or such other address as may later be designated by the party:

If to Hospital: St. Joseph Hospital of Orange
1100 W. Stewart Drive
Orange, CA 92863-5600
Attn: Katie Skelton, VP of Patient Care Services

If to School: Santa Ana College
1530 W. 17th Street

Santa Ana, CA 92706
Attn: Nursing Program Director

4.7 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

4.8 Waiver. Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.

Signature page to follow.

“HOSPITAL”

By: Katie Skelton
Its: VP of Patient Care Services
Date: _____

“SCHOOL”

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

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

To: Board of Trustees	Date: July 20, 2015
Re: Approval of the Renewal of the Taller San Jose Instructional Services Agreement	
Action: Request for Approval - Renewal	

BACKGROUND

Santa Ana College and Taller San Jose have had a long history and mutually beneficial collaboration for over 20 years. Our institutions have worked together in planning, creating, and establishing partnerships providing a variety of instructional programs and services to at-risk young adults. By leveraging resources, Santa Ana College and Taller San Jose have been successful in providing a wider range of learning opportunities for young adults disconnected from both employment and educational opportunities assisting them to meet their educational and vocational goals. Some of these programs and courses include or have included:

- High School Diploma
- Adult Basic Education
- GED Preparation
- English as a Second Language
- Career Technical Education (Computer and Convalescent Nursing Assistant)

Students enrolled in these courses are able to complete all the requirements to attain various state-approved certificates from the California Community College Chancellor's Office. In addition to the coursework offered in conjunction with Santa Ana College, Taller San Jose provides extensive supportive services and case management to its program participants to ensure they have the resources needed to complete classes successfully. These non-credit certificates prepare students for entry level employment in the following areas:

- Customer Service
- Executive Secretary
- Home Child Care Licensing
- Convalescent Nursing Assistant
- Computer Repair/System Networking

While all of the coursework mentioned above has been offered in partnership with Taller San Jose over our many years of partnership, Santa Ana College and Taller San Jose currently offer only the Career Technical Education for Computers coursework together. Taller San Jose refers all of its participants to the Santa Ana College School of Continuing Education High School Diploma and GED Preparation if this service is required.

Our newest state-approved certificate program is in Construction Technology which Santa Ana College School of Continuing Education started offering at Taller San Jose in April 2015. This newest partnership was established to fill a gap in entry level construction employment opportunities for at-risk youth who are no longer in school and unable to access existing programs due to life instability issues and low math skills (5th – 8th grade level). As a result of their participation in the Taller San Jose/Santa Ana College coursework, students are more prepared to meet the requirements for participation in established industry programs. Santa Ana College School of Continuing Education has consulted with the Santiago Canyon College Apprenticeship Program and it is mutually agreed that this program will have no negative impact on the apprentice programs administered by Santiago Canyon College and that this program has the potential to develop new expanded opportunities and partnership between the District and the apprenticeship programs it administers. Santa Ana College School of Continuing Education would like to continue offering this program during the 2015-16 fiscal year as this is an area of high employment potential in our community and there is a high student demand for these courses.

ANALYSIS

For 2015-16, 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 renewal of the Taller San Jose instructional services agreement for program year 2015-2016.

Fiscal Impact:	\$54,250	Board Date: July 20, 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 21st 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 programs 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 Construction Technology program. Instruction time shall be provided by TALLER SAN JOSE for all students who wish such instruction during school holidays (excluding legal holidays) and winter 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 Construction Technology. 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 21, 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

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

To:	Board of Trustees	Date: July 20, 2015
Re:	Approval of Santa Ana College Community Services Program - Fall 2015	
Action:	Request For Approval	

BACKGROUND

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

ANALYSIS

The proposed Fall 2015 schedule supports the mission of Santa Ana College as a leader and partner in meeting the intellectual, cultural, technological and workforce development needs of this diverse community. Adults and children in the Santa Ana College service area will be given access to 150 academic and professional development courses, personal enrichment and recreational activities. This comprehensive fee based menu provides educational opportunities for students to discover, prepare, develop and pursue lifelong learning

RECOMMENDATION

It is recommended that the Board of Trustees review and approve the attached proposed Santa Ana College Community Services Program for Fall 2015.

Fiscal Impact:	\$25,000 (estimated net income after expenses)	Board Date: July 20, 2015
Prepared by:	Michael T. Collins, Ed. D., Vice President, Administrative Services	
Submitted by:	Erlinda J. Martinez, Ed. D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

COMMUNITY SERVICES – FALL 2015 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Active Adults			
Clay Sculpting	Semora McCampbell	\$44	60/40
Government Grants – Elder Care	Carl Leiter	\$25	60/40
VA Benefits – Elder Care	Carl Leiter	\$25	60/40
Tai Chi	John Bishop	\$30	60/40
Senior Stretch	Francesca Fisher	\$30	60/40
Genealogy-The Bare Roots	Pat Verwiel	\$49	60/40
Classic Film Review	Kathryn Kramer	\$49	60/40
Around The Home			
Electrical Repairs	Phil Famolaro	\$99	\$40/hr
Plumbing Repairs	Phil Famolaro	\$99	\$40/hr
Miniature Gardens	Anne, the Barefoot Gardener	\$10	70/30
Container Gardening	Anne, the Barefoot Gardener	\$10	70/30
Construction for Home Improvement	Phil Famolaro	\$99	60/40
Electronics Repair	Phil Famolaro	\$99	60/40
Arts & Crafts			
Holiday Floral Design	Mina Asadirad	\$65	50/50
High Wire Pendants	Daniel Hadeed	\$29	60/40
Soap Making	Quayum Abdul	\$39	60/40
Candle Making	Quayum Abdul	\$39	60/40
Intro/Intermediate Upholstery	Paciano Dominguez	\$89	60/40
Henna Hand Designs	Priyanka Jain	\$29	60/40
How to Make Lip Balm	Quayum Abdul	\$39	60/40
How to Make Fizzy Bath Bombs	Quayum Abdul	\$39	60/40
How to Make Body Butter(Cream/Lotion)	Quayum Abdul	\$39	60/40
How to Make Detergent(Power/Liquid)	Quayum Abdul	\$39	60/40
How to Make Liquid Conditioner	Quayum Abdul	\$39	60/40
Automotive			
BAR Update	Glenn Hammond	\$325	60/40
CCDET Smoke Inspection	Glenn Hammond	\$175	60/40
EPA Certification	Glenn Hammond	\$175	60/40
Auto Wholesale Business	Ronald Williams	\$85	60/40
DEAM Certification	Glenn Hammond	\$175	60/40
HVAC I & II	Glenn Hammond	\$200	50/50
Business & Careers			
Become A Floral Designer	Mina Flowers, Inc.	\$65	50/50
Small Business Accounting	Jose Zamudio	\$99	60/40
Effective Presentation Skills	Nathaniel Grey	\$49	60/40
Buying & Selling	Nathaniel Grey	\$49	60/40
Wedding & Event Planning	Kimberly Banks	\$49	60/40
Voice Overs	Such A Voice	\$29	60/40
Make Up 101	Michelle Jackson	\$59	60/40
E-Commerce Business	Michael Rounds	\$39	60/40
How To Sell on eBay	Francis Greenspan	\$59	60/40
Build Your Own Website	Michael Rounds	\$39	60/40
Contract Licensing	Phil Famolaro	\$99	60/40
E-Publishing, Self Publishing	Nancy Miller	\$39	60/40
Become A Notary Public	NPS, Inc.	\$85	60/40
Renewing Your Notary	NPS, Inc.	\$49	60/40
Loan Signing Agent	NPS, Inc.	\$89	60/40
Home-Based Business	LeeAnne Krusemark	\$29	60/40
Typing/Word Processing Business	LeeAnne Krusemark	\$15	60/40
Cart Vending	Eugene Konstant	\$39	60/40

COMMUNITY SERVICES – FALL 2015 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Resume Writing & Interview Prep	Silvia Gonzalez	\$59	60/40
Quickbooks & Taxes	Miguel Figueroa	\$89	60/40
Manage Rental Properties	Pat Larkin	\$49	60/40
Make Money Using Your Computer	Nancy Miller	\$39	60/40
Human Resource Series	Allison Pratt	\$129	60/40
How to Sell Your Ideas and Inventions	Nancy Miller	\$39	60/40
Business Management Series	Gene Konstant	\$225	60/40
Public Relations-Building the Image	Diogba E. G'Bye	\$99	60/40
Small Business Bookkeeping & Taxes	Phil Famolaro	\$99	60/40
MakeUp Artistry	Evangelina Rosales	\$195	60/40
Effective Communication Skills	Mike Correy	\$49	60/40
Negotiation Techniques	Forrest Story	\$79	60/40
Interpersonal Relationships in the Office	Marilouise Carlisle	\$79	60/40
Applied Supervision	Forrest Story	\$79	60/40
Preparing for Supervision	Forrest Story	\$79	60/40
Elements of Supervision	Forrest Story	\$79	60/40
Leadership Dynamics	Michael Brown	\$79	60/40
Project Management	Kellie Oberle	\$59	60/40
Time Management	Kellie Oberle	\$59	60/40
Facilitating Productive Meetings	Kellie Oberle	\$59	60/40
College For Kids			
Early Reader	Alpine Tutoring	\$89	\$35/hr
Reading Development & Comprehension	Alpine Tutoring	\$89	\$35/hr
Writing Academy	Alpine Tutoring	\$89	\$35/hr
SAT Prep	Anabel Arroyo/Joel Sheldon	\$115	\$35/hr
Online Driver's Education	Safety Driver's Ed	\$55	60/40
English Composition	Phyllis Neal	\$59	\$30/hr
Study Skills	Alpine Tutoring	\$39	\$35/hr
Driver Safety for Parents & Teens	Nathaniel Grey	\$79	60/40
Creative Writing	Brandon Stuhl	\$79	60/40
Cooking Around the World	Angela Barber	\$79	60/40
Computers			
Microsoft Office Applications	Debra Crowley	\$79	\$35/hr
Digital Photography	Debra Crowley	\$79	\$35/hr
Photoshop Fundamentals	Debra Crowley	\$79	\$35/hr
Computer Basics	Dori Dumon	\$44	\$35/hr
Microsoft Access	Dori Dumon	\$44	\$35/hr
Email, Contacts & Schedule Meetings	Dori Dumon	\$44	\$35/hr
Microsoft Excel	Dori Dumon	\$44	\$35/hr
Microsoft Word	Dori Dumon	\$44	\$35/hr
iPhones, iPads, I'm Lost	Robert Cohen	\$39	50/50
Marketing with Social Media	Robert Cohen	\$39	50/50
Court Mandated			
Alcohol & Drug Awareness	Pat Verwiel	\$45	85/15
14601.1 Suspended License Program	Barry Reed	\$255	50/50
DEJ Deferred Dismissal	Lori Thomas	\$260	50/50

COMMUNITY SERVICES – FALL 2015 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Culinary Arts			
Sushi Made Easy	Barb Sobel	\$59	60/40
Healthy Pantry	Barb Sobel	\$79	60/40
Juicing For Life	Barb Sobel	\$29	60/40
Cooking With Tarla	Tarla Fallgatter	\$29	60/40
Vegetarian Cooking	Carol Cymerint	\$59	60/40
Indian Cuisine	Priyanka Jain	\$29	60/40
Dance			
Salsa Beginning	Salomon Rivera	\$59	60/40
Belly Dance	Jo Ellen Larsen	\$59	60/40
Swing Dance	Martin Parker	\$39	60/40
Night Club Dance	Martin Parker	\$39	60/40
Country Two Step	Martin Parker	\$39	60/40
Caribbean & Latin Dance	Miguel Figueroa, Jr.	\$64	60/40
Advance Salsa	Miguel Figueroa, Jr.	\$64	60/40
Health, Fitness & Beauty			
Yoga	John Bishop	\$59	60/40
Basic First Aid	Sabrina Bradley	\$25	60/40
Adult, Child, Infant, CPR	Sabrina Bradley	\$25	60/40
Zumba	Isabel Mata	\$59	60/40
Head Neck Shoulder Massage	Barb Sobel	\$39/\$59	60/40
Couple Massage	Barb Sobel	\$39/\$59	60/40
Open Court Badminton	Chi Tran	\$49	60/40
Taming Your Anger	Anthony Rabiola	\$85	60/40
Language			
Spanish For Business	Alpine Tutoring	\$69	\$35/hr
Italian for Travelers	Alpine Tutoring	\$69	\$35/hr
Money Matters			
Maximize Your Social Security	Jalon O'Connell	\$44/\$66	60/40
Master Your Money	Jalon O'Connell	\$44/\$66	60/40
Investment Bootcamp	Jalon O'Connell	\$44/\$66	60/40
Retirement Income 101	Johnny Pak	\$39/\$59	60/40
Rescore Your Credit	Gene Konstant	\$39/\$59	60/40
Are You Ready to Retire	Ronald Gable	\$44/\$66	60/40
Online Workshops			
Internet & Basic Computer Literacy	Education To Go	\$89	\$52
Web Page Design, Graphics & Multimedia	Education To Go	\$89	\$52
Computer Troubleshooting & Networking	Education To Go	\$89	\$52
Computer Programming	Education To Go	\$89	\$52
Digital Photography & Digital Video	Education To Go	\$89	\$52
Languages (various)	Education To Go	\$89	\$52
Writing Courses	Education To Go	\$89	\$52
Entertainment Industry	Education To Go	\$89	\$52
Business Planning & Sales	Education To Go	\$89	\$52
Business Marketing & Accounting	Education To Go	\$89	\$52
Finance, Wealth & Career Building	Education To Go	\$89	\$52
Family, Parenting & Child Care	Education To Go	\$89	\$52
Personal Enrichment	Education To Go	\$89	\$52

COMMUNITY SERVICES – FALL 2015 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Online Career Training Programs			
Business & Professional	Gatlin Education	\$1795	\$300
Healthcare & Fitness	Gatlin Education	\$1795	\$300
Hospitality & Gaming	Gatlin Education	\$1795	\$300
IT & Software Development	Gatlin Education	\$1795	\$300
Management & Corporate	Gatlin Education	\$1795	\$300
Media & Design	Gatlin Education	\$1795	\$300
Skilled Trades & Industrial	Gatlin Education	\$1795	\$300
Sustainable Energy & Going Green	Gatlin Education	\$1795	\$300
Pet Care			
Dog Obedience	Dog Services Unlimited	\$92	50/50
Frisbee Dogs	Dog Services Unlimited	\$34	50/50
Dog Manners "Crash Course"	Dog Services Unlimited	\$80	50/50
Pet Tech – PetSaver	Jane Reick	\$99	60/40
Real Estate			
Buying Your First Home	Sandy Flores	\$25	60/40
Refinancing Your Home	Sandy Flores	\$25	60/40
Travel			
Julian Gold & Apple Pie	Good Times	\$59	60/40
Murder, Mystery & Scandal	Good Times	\$79	60/40
Solvang Danish Christmas	Good Times	\$59	60/40
New England Fall Foliage	Good Times	\$300/deposit	75/35
New Mexico Enchantment	Good Times	\$250/deposit	75/35
Christmas in San Francisco	Good Times	\$300/deposit	75/35

APPENDIX A

INDIVIDUAL INSTRUCTOR SERVICES AGREEMENT

- Kevin Rhodes

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

To: Board of Trustees	Date: July 20, 2015
Re: Approval of Santiago Canyon College Community Services Program, Fall 2015	
Action: Request for Approval	

BACKGROUND

The Fall 2015 Community Services Program reflects a comprehensive effort to meet the needs of the community by maintaining quality in community education programming through the development of new courses and promoting on-going revenue generating courses.

ANALYSIS

Santiago Canyon College (SCC) maintains a comprehensive educational Community Services Program that supports RSCCD's vision of "providing comprehensive educational opportunities" and responds to the diverse needs of the community. Community Services continues to expand its educational program by offering more than 120 cost effective classes in the SCC service area.

RECOMMENDATION

It is recommended that the Board of Trustees review and approve the attached proposed Community Services Program for Fall 2015.

Fiscal Impact: \$25,000 revenue	Board Date: July 20, 2015
Prepared by: Jose Vargas, Vice President of Continuing Education	
Submitted by: John Weispfenning, Ph.D., President	
Recommended by: Raúl Rodriguez, Ph.D., Chancellor	

SANTIAGO CANYON COLLEGE
Community Services Program – Fall 2015

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate SCC/Presenter</u>
<i>Animal Care</i>			
Basic Dog Manners “Crash Course”	Dog Services Unlimited	\$84	60/40
How to Help Your Dog Help Others	Kim Pagonos	\$78	60/40
S.T.A.R. Puppy	Kim Pagonos	\$78	60/40
<i>Around the Home & Garden</i>			
Basic Tilting Techniques	Rick Longobart	\$89	50/50
Basic Electrical Repairs	Rick Longobart	\$59	50/50
Basic Plumbing Repairs	Rick Longobart	\$59	50/50
Feng Shui Fundamentals	Kim-Yen Gill	\$39/\$69	60/40
Floral & Holiday Design	Mina Wholesale Flowers	\$65	60/40
Landscape Design	Bonnie Bayard	\$59/\$99	60/40
<i>Arts & Crafts</i>			
Joy of Pastels	Melissa Prichard	\$69	\$38/hour
Introduction to Drawing	Melissa Prichard	\$69	\$38/hour
Printmaking for Fun	Deborah Goldman	\$120	60/40
Painting & Drawing with Pastels	Kamillia Hardy	\$120	60/40
<i>Business & Careers</i>			
Become a Notary Public	Notary Public Seminars	\$85	60/40
Renewing Notaries	Notary Public Seminars	\$50	60/40
Certified Loan Signing Agent	Notary Public Seminars	\$89	60/40
How to Become a Mystery Shopper	Elaine Moran	\$39	60/40
Human Resources Series- Employee Relations	Allison Pratt	\$99	60/40
• Behavioral Interviewing How To	Allison Pratt	\$39	60/40
• New Employee Orientations/Onboarding	Allison Pratt	\$39	60/40
• Recognize, Reward, Retain Top Talent	Allison Pratt	\$39	60/40
Sexual Harassment Avoidance	Allison Pratt	\$59	60/40
Accounting for the Non-Accountants	Joseph Kibbe	\$120	60/40
Introduction QuickBooks	Joseph Kibbe	\$99	60/40
Marketing/Sales Development	Cynthia Ross	\$99	60/40
Successful Home-Based Business	LeeAnne Krusemark	\$39	60/40
Make Money with a Typing/WP Business	LeeAnne Krusemark	\$19	60/40
Self Publishing vs. Traditional Publishing	LeeAnne Krusemark	\$19	60/40
Beginner’s Guide to Getting Published	LeeAnne Krusemark	\$39	60/40
Meet the Publisher	LeeAnne Krusemark	\$19	60/40
Wholesale Auto Dealer	Ronald Williams	\$85	60/40
Introduction to Voiceovers	Voices for All	\$29	60/40
How to Sell on EBay	Frances Greenspan	\$59	60/40
Backflow Prevention Devices	Martin Friebert	\$375	\$55/hour

SANTIAGO CANYON COLLEGE
Community Services Program – Fall 2015

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate SCC/Presenter</u>
<i>College For Kids</i>			
Seriously Awesome Sitters	Sabrina Bradley	\$39	60/40
Swim Lessons/ Camp	Premier Swim Camp	\$60/\$125	25/75
Study Skills & Test Taking	Readwrite Education	\$59	\$40/hour
Speed Reading & Vocabulary	Readwrite Education	\$69	\$40/hour
Keyboarding For Kids	Nancy Haugen	\$79	\$40/hour
Composition & Writing Skills	Phyllis Neal	\$59	\$35/hour
<i>Computers</i>			
Computer Basic	Dori Dumon	\$89	\$35-45/hour
Introduction to Outlook & Email	Dori Dumon	\$89	\$35-45/hour
Managing Your Computer Files	Dori Dumon	\$44	\$35-\$45/hour
Become a Windows Wizard	Dori Dumon	\$44	\$35-45/hour
Introduction To Photoshop	Dori Dumon	\$89	\$35-45/hour
Microsoft Word - Part I/ Pat II	Dori Dumon	\$89	\$35-45/hour
MS Excel – Part I/ Part II	Joe Kibbe	\$89	\$35-45/hour
Web Design	Dori Dumon	\$89	\$35-45/hour
Blogging for Fun & Profit	Robert Cohen	\$39	50/50
iPhones, iPads...and I'm Lost!	Robert Cohen	\$39	50/50
iCloud for iPhones & iPads	Robert Cohen	\$39	50/50
Secrets of Internet Marketing	Robert Cohen	\$39	50/50
On-Line Courses	Education To Go	Varied	Varied
<i>Dance</i>			
Salsa (level I/II)	Salomon Rivera	\$59	60/40
Belly Dance	Jo Ellen Larsen	\$59	60/40
Ballroom/Jazz	Pamela Barton-Erdahl	\$59	60/40
Irish Dance	Lisa Fraser	\$59	60/40
Swing Dance	Val Weaver Dance	\$72	50/50
Country Line Dancing	Val Weaver Dance	\$72	50/50
<i>Gemology</i>			
The Jewelry Bench Explained	Lothar Vallot	\$35	60/40
Everything You Wanted to Know About Gems	Lothar Vallot	\$35	60/40
Gemstone Buyers Beware	John Eyre	\$35	60/40
Color Me Purple	John Eyre	\$35	60/40
Jewelry Appraising Explained	Lothar Vallot	\$35	60/40
<i>Health, Beauty & Fitness</i>			
Tai Chi Chuan	Karen Mack	\$59	60/40
Yoga for Relaxation/Renewal	Dana Conley	\$79	60/40
Evening of Massage	Barbara Sobel	\$39/\$69	60/40
Head & Foot Massage	Barbara Sobel	\$39/\$69	60/40
Mindfulness Meditation	Mariana Fischer-Militaru	\$120	60/40

SANTIAGO CANYON COLLEGE
Community Services Program – Fall 2015

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate SCC/Presenter</u>
<i>Health, Beauty & Fitness (continued)</i>			
Simply Beautiful Make-up	Nina Greville	\$20	60/40
Makeup 101	Michelle Jackson	\$59	60/40
Makeup Artist Business 411	Michelle Jackson	\$89	60/40
Total Fitness	Jeff Nolasco	\$42	\$40/hour
Yoga for Every Body	Mariana Fischer-Militaru	\$42/\$48	\$40/hour
Meditation for Everyday	Mariana Fischer-Militaru	\$40	\$30/hour
Plus Size/Chair Yoga	Mariana Fischer-Militaru	\$40	\$30/hour
Lap Swim	Premium Swim	\$89	\$35/hour
Water Aerobics	Blue Ray Management	\$79	\$35/hour
Circuit Training	Instructor TBA	\$60	50/50
<i>Language</i>			
Conversational Spanish	Alpine Tutoring	\$69	\$38/hour
Fast Fun French	Katherine Watson	\$59	60/40
Italian for Travelers	Alpine Tutoring	\$69	\$38/hour
<i>Money Matters</i>			
Master Your Investments	Jalon O'Connell	\$49	No Charge
Investment Bootcamp	Jalon O'Connell	\$29	No Charge
Estate Planning for Everyone	Jalon O'Connell	\$29	No Charge
Social Security Educational Workshop	Pinnacle Financial	\$39/\$59	60/40
Modern Retirement Planning	Pinnacle Financial	\$39/\$59	60/40
ABC's of Medicare & Social Security	Chuck Rowan	\$15	60/40
Rejuvenate Your Retirement	Chuck Rowan	\$39	60/40
<i>Music</i>			
Beginning/Intermediate Guitar	Ron Gorman	\$99	50/50
Beginning Ukulele	Ron Gorman	\$99	50/50
<i>Personal Enrichment</i>			
Overcome Anxiety & Panic Forever	Nick Lazaris	\$29	60/40
Overcome Your Fear of Public Speaking	Nick Lazaris	\$29	60/40
Assertive Skills for Success	Nick Lazaris	\$29	60/40
Identify Your Perfect Career	Sue Montelone	\$39	60/40
Retired – Now What?	Elaine Moran	\$29	60/40
MPowered: Mindset, Meditation & Manifestation	Dana Conley	\$65	60/40
EFT: Emotional Freedom Techniques	Dana Conley	\$48	60/40
<i>Real Estate</i>			
How to Sell Residential Real Estate	Robert Lindquist	\$29	50/50

SANTIAGO CANYON COLLEGE
Community Services Program – Fall 2015

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate SCC/Presenter</u>
<i>Special Interest</i>			
Basic Digital Cameras	Julie Diebolt Price	\$69	50/50
The Novice Photographer	Julie Diebolt Price	\$29/\$140	50/50
Introduction to Digital Photography	Julie Diebolt Price	\$159	50/50
Introduction to Studio Lighting	Julie Diebolt Price	\$99	50/50
Introduction to Lightroom/Photoshop	Julie Diebolt Price	\$99	50/50
Sushi Made Easy	Dave & Barb Sobel	\$29	50/50
Juicing for Life	Dave & Barb Sobel	\$29	50/50
CPR	Sabrina Bradley	\$25	60/40
Basic First Aid	Sabrina Bradley	\$25	60/40
Save Money with Extreme Couponing	LeeAnne Krusemark	\$19	60/40
<i>Test Preparation</i>			
SAT Preparation	Jayne Munoz/Alpine Tutor	\$94	\$40/Hour
Online Driver's Education	Safety Drivers Ed	\$55	50/50
Math Tutoring	Alicia Frost	\$20	50/50
<i>Travel</i>			
Julian Gold & Apple Pie	Good Times Travel	\$59	\$51-\$47/pp
L.A. Murder, Mystery & Scandal	Good Times Travel	\$79	\$71-\$67/pp
Solvang Danish Christmas	Good Times Travel	\$59	\$51-\$47/pp
Multi-Day Tours TBA	Good Times Travel	TBA	TBA

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

To: Board of Trustees	Date: July 20, 2015
Re: Approval of Renewal Agreement with Santa Ana Beauty Academy to operate the Santiago Canyon College Cosmetology Program.	
Action: Request for Approval	

BACKGROUND

Santiago Canyon College (SCC) reinstated its cosmetology program in March 2014, and seeks to renew its contract with Santa Ana Beauty Academy (SABA) to continue administering the program. SCC in partnership with SABA offers Cosmetology, Esthetician, and soon Barbering programs to Career Technical Education students. SABA is approved by the California Bureau for Private Postsecondary Education and nationally accredited by the National Accrediting Commission of Career Arts & Sciences. The cosmetology program will prepare students for careers as licensed Cosmetologist, Esthetician, or Barber. This program may lead to a California State License in Cosmetology, Esthetician or Barbering.

ANALYSIS

The Rancho Santiago Community College District-Santiago Canyon College will receive apportionment for students enrolled in this program. The District will contract with SABA to provide the facility and instructional services. SABA will be compensated based on a revenue sharing formula of actual positive attendance hours generated on a per student basis. During this contract period, SCC will pay SABA \$4.35 per hour of instruction, not-to-exceed 60,000 hours between July 1, 2015-June 30, 2016. Billings will be managed on a monthly basis.

RECOMMENDATION

It is recommended that the Board approve the Santa Ana Beauty Academy renewal agreement to allow Santiago Canyon College to continue offering the Cosmetology, Esthetician, and Barbering program.

Board Date: July 20, 2015
Fiscal Impact: A positive fiscal impact of revenues to the college is contingent upon student enrollments. RSCCD-SCC shall pay the above listed "Contractor" known as Santa Ana Beauty Academy (SABA) an amount not-to-exceed \$261,000 between July 1, 2015-June 30, 2016.
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 2015-16

This Agreement is made and entered into this 20 day of July, 2015, 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 up to a maximum of 60,000 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 60,000 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 five 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 2015/2016 calendar year starting on July 1, 2015 and expires on June 30, 2016. 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, 2016, 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

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT**

By: _____
Phuong-Dung (Tammy) Nguyen

By: _____
Peter J. Hardash

Title: Owner/Director _____

**Title: Vice Chancellor, Business
Operations/Fiscal Services** _____

Date: _____

Date: _____

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

To: Board of Trustees	Date: July 20, 2015
Re: Approval of Renewal Agreement with the Sheraton Cerritos for the Los Angeles/ Orange County Regional Consortium monthly meetings for September 2015- December 2015.	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District-Santiago Canyon College will begin its third year hosting the Los Angeles/Orange County Regional Consortium (LAOCRC) program grant through the State Chancellor's Office. The mission of this regional leadership grant is to bridge the skills and jobs gap by connecting the Community College System to business and industry, educational systems and other stakeholders in the workforce development community of practitioners.

ANALYSIS

Through the LAOCRC grant, the Rancho Santiago Community College District-Santiago Canyon College convenes monthly meetings for community college workforce development professionals to align programs and curriculum to the needs of business and industry. The monthly meetings are held at the Sheraton Cerritos- a central location for both Los Angeles and Orange County participants. This request is to continue holding the meetings at the Sheraton Cerritos for September, November, and December 2015. The meeting is dark in October.

The contract binds RSCCD to a \$1,540.00 minimum food & beverage for three meetings (\$4,620 total). The actual cost will be based on the final attendee numbers at each monthly meeting. We expect approximately 70 participants each month, costing \$3,000 per meeting including room rental, food & beverage, and audio-visual. The cost will be charged to the LAOCRC grant budget.

RECOMMENDATION

It is recommended that the Board approve the Sheraton Cerritos agreement for the Los Angeles/Orange County Regional Consortium (September, November, and December 2015) monthly meetings.

Board Date: July 20, 2015
Fiscal Impact: The fiscal impact will be absorbed by the LAOCRC grant budget of \$4,620 minimum food & beverage.
Prepared by: Aracely Mora, Ed.D, Vice President, Academic Affairs Von Lawson, Dean, Business & Career Technical Education Kari Irwin, Associate Dean, Business and Career Technical Education
Submitted by: John Weispfenning, Ph.D., President
Recommended by: Raúl Rodríguez, Ph.D., Chancellor



Sheraton Cerritos
H O T E L
TOWNE CENTER
Sheraton Cerritos Hotel

GROUP SALES AGREEMENT

This Agreement is made and entered into as of **June 18, 2015**, by and between **Interstate Management Company, LLC**, as agent for **Sunstone Court Lessee, Inc, dba Sheraton Cerritos Hotel** (hereinafter referred to as "Hotel") and **Rancho Santiago Community College District** (hereinafter referred to as "Group"). Group agrees that the terms of this Agreement are based upon the information provided by **Rancho Santiago Community College District** below. In the event that the information provided by Group materially change or is incorrect, then this Agreement may be terminated pursuant to Section 4.

SECTION ONE: DESCRIPTION OF THE EVENT

Customer

Rancho Santiago Community College District

Kara Irwin / Chelsea Duclos

8045 E Chapman Ave
Orange, CA, 92869-4512
United States

Phone: 714-628-4900

Fax :

Email : Irwin_kari@sccollege.edu

duclos_chelsea@sccollege.edu

Property

Sheraton Cerritos Hotel

Veronica Carreon

Catering Sales Manager

12725 Center Court Dr S
Cerritos, CA, 90703

United States

Phone: 562-809-1500

Fax : 562-403-2081

Email : veronica.carreon@sheratoncerritos.com

SECTION TWO: MEETING ROOM / BALLROOM AND CATERING SERVICES

2.1 **MEETING ROOMS:** Upon the signature of this Agreement, Hotel reserves and Group guarantees payment for the following meeting room(s) space for the specified days/times:

Date	Function Description	Start – End Time	Function Space	Set Up	# PPL	Room Rental
Thu, 17-Sep-2015	Program Approval Registration / Breakfast	8:00AM- 8:30AM	Crystal BC	Rounds	35	
	Program Approval Meeting	8:30AM- 9:30AM	Crystal BC	Existing	70	
	LAOCRC Registration/Breakfast	9:30AM- 10:00AM	Crystal BC	Existing	35	
	LAOCRC Meeting	10:00AM- 11:00AM	Crystal BC	Existing	70	
	Special Presentation	11:00AM- 12:30PM	Crystal BC	Existing	70	
Thu, 19-Nov-2015	Program Approval Registration / Breakfast	8:00AM- 8:30AM	Crystal BC	Rounds	35	
	Program Approval Meeting	8:30AM- 9:30AM	Crystal BC	Existing	70	
	LAOCRC Registration/Breakfast	9:30AM- 10:00AM	Crystal BC	Existing	35	
	LAOCRC Meeting	10:00AM- 11:00AM	Crystal BC	Existing	70	
	Special Presentation	11:00AM- 12:30PM	Crystal BC	Existing	70	
Thu, 17-Dec-2015	Program Approval Registration / Breakfast	8:00AM- 8:30AM	Crystal BC	Rounds	35	
	Program Approval Meeting	8:30AM- 9:30AM	Crystal BC	Existing	70	
	LAOCRC Registration/Breakfast	9:30AM- 10:00AM	Crystal BC	Existing	35	

LAOCRC Meeting	10:00AM- 11:00AM	Crystal BC	Existing	70
Special Presentation	11:00AM- 12:30PM	Crystal BC	Existing	70

- ❖ Hotel reserves the right to assign and change specific meeting room space at its discretion. Group must obtain final approval from Hotel before publishing meeting room names.
- ❖ Client may not change start and end time of Event without approval from Hotel.
- ❖ Group will be arranging for the delivery and set-up of equipment and facilities for the meeting room. Group must notify Hotel in writing in advance of any delivery and set-up and shall coordinate all such deliveries/set ups with sufficient advance notice to Hotel. Group will be responsible and shall indemnify Hotel for any damage it (or its employees, agents or contractors) cause to persons or property located at Hotel.
- ❖ Changes or additions made to room set up on day of event will be subject to a minimum labor fee of \$250.00 plus service charge and sales tax. Final cost will be determined by the banquet manager after reviewing the final specifications.
- ❖ **CHARGES:** Separate breakout space will be available at the rate of \$150.00 per day/breakout as needed. Group has until 30 days prior to each meeting arrival to confirm breakout rooms, may release up to (1) one breakout room without penalty. Meeting room rental is subject to all applicable local and state taxes. If Group modifies the room block or food and beverage functions, the Hotel reserves the right to increase meeting room rental charges accordingly.

2.2 **CATERING SERVICES:** A minimum of \$1,540.00 in food and beverage must be spent at Group’s function (the “F&B Revenues”)on each event. These F&B Revenues do not include room rental, meeting space rental, service charges, tax and labor charges, audio-visual, parking or any other miscellaneous charges incurred. Group is required to pay Hotel the full F&B Revenues, regardless of whether Group actually charges that amount. Group is required to pay Hotel any amounts exceeding the F&B Revenues.

2.3 **FOOD & BEVERAGE POLICY**

- ❖ Due to licensing and insurance requirements, all food and beverage to be served on Hotel property must be supplied and prepared by Hotel. In addition, no remaining food or beverage shall be removed from the premises. At the conclusion of the function, such food and beverage becomes the property of Hotel.
- ❖ Menu prices will be confirmed 2 months prior to scheduled function.
- ❖ Food and beverage prices are subject to a 24% service charge and applicable taxes, subject to change without notice.
- ❖ Final menu selections must be submitted to Hotel’s Catering Officer at least 2 weeks in advance; otherwise, items selected cannot be guaranteed. At the time final menu selections are made, Group shall review, approve and initial the final menu. Other than specifically stated in the approved menu (or otherwise agreed in a separate writing signed by Group and the **General Manager or his designee**, Hotel will not be responsible for any specific dietary requests or requirements.
- ❖ The Catering Office must be notified of the guaranteed attendance no later than noon 7 days prior to the scheduled function. Guaranteed attendance for functions scheduled Monday or Tuesday must be received by noon on the preceding Friday. Guarantees of attendance are not subject to reduction and Hotel will charge the Group’s Master Account, at a minimum, the amount due in accordance with the guaranteed attendance.
- ❖ Group will have available an authorized representative at the event who will be presented a check prior to the conclusion of the event. Such representative shall verify that all charges are correct and consistent with this Agreement and any changes and shall sign off on such check.

SECTION THREE: BILLING/CREDIT PROCEDURES

- 3.1 **FUNCTION PAYMENT:** **Rancho Santiago Community College District** will be responsible for all other charges incurred pursuant to this Agreement, including function room rentals, audio visual charges, catered group food and beverage, and ancillary charges. All charges that are billed through the Hotel via **Rancho Santiago Community College District** Master Account will be subject to a 24% service charge plus current state tax. Any remaining balance is to be made in cash, by credit card, certified or bank check, at least seven (7) business days prior to Event. If any such payment is not made, Hotel may, at its option, deem the Event to be canceled, in which case cancellation charges will apply as noted below and the Hotel will retain any deposits on hand and apply them to the cancellation charges.
- 3.2 **MASTER ACCOUNT PAYMENT:** The Hotel must be notified in writing at least forty-five days prior to Group’s arrival of those individuals authorized to sign on behalf of the Group for charges to the Master Account.

SIGNING AUTHORITY: The following individual(s) have the proper authority to sign for the Group’s Master Account and/or bind the Group:

Name: _____

Signature: _____

Name: _____

Signature: _____

- ❖ **DIRECT BILLING APPROVED:** Direct Billing has been arranged for this event. Please provide any special billing address and contact below.

Contact: Kari Irwin
 Company: Rancho Santiago Community College District
 Address: 8045 E Chapman Ave. Orange, AC 92869

Any outstanding balance of the Master Account will be due and payable upon receipt of our invoice. If payment is not received within thirty (30) days, a Finance Charge of 1-1 ½% per month (18% Annual Rate) [or the maximum allowed by law, whichever is less]* will be added to the unpaid balance commencing on the invoice date.

SECTION FOUR: CANCELLATION/MODIFICATION

- 4.1 **HOTEL'S CANCELLATION:** If Hotel cancels this Agreement or is unable to provide the requested rooms or meeting space, the Hotel will work with Group to arrange alternative accommodations and space at the prices set forth herein. Hotel will arrange for comparable space in the same vicinity of the Hotel and shall provide, without charge, necessary transportation between the alternative site and the Hotel. Hotel's liability is limited to these remedies and Hotel shall not be liable for any consequential, punitive or special damages.
- 4.2 **GROUP'S CANCELLATION/MODIFICATION:** Group and Hotel have entered into a binding commitment. The Hotel is committed to providing the services specified in this Agreement and the Hotel has offered special rates and other concessions based upon anticipated revenues for Group's event. The anticipated revenue includes the revenue from the total revenue received from the food and beverage services Group may have requested and any ancillary services, such as in-room movies, telephone tolls, room service and other charges (the "Total Anticipated Revenues").

If Group decides to cancel this Agreement, reduce the size of Group's meeting and/or attendance, or reduce the amount of food and beverage services, Group agrees that the Hotel will suffer damages. Such damages will be a result of Hotel's inability to offer your unused space or services to another group and /or the cost to the Hotel of trying to re-sell this space/services. The exact amount of damages will be difficult to determine. Therefore, Group agrees that the following liquidated damages clause is a reasonable effort by the parties to agree in advance on the amount of damages. It is agreed that these amounts will be due regardless of the Hotel's ultimate ability to re-sell some or all of the space or services.

Cancellation: Group agrees that if it cancels this Agreement for any reason, the Hotel will suffer damages. The closer in time the cancellation occurs, the greater the damages will be. Therefore, Group agrees to pay Hotel at the time of cancellation a liquidated damages fee, as follows:

Less than 90 days prior to arrival date: \$ 1,540.00 per event [\$ amount equal to 100% of Lost Revenues]

- 4.3 **MULTIPLE CONTRACTS:** Hotel may cancel upon written notice to Group any future events booked by Group, or any entity or person affiliated with Group, whether included in this Agreement or pursuant to any agreements or orders signed prior to or after this Agreement, in any of the following circumstances: (1) Group fails to pay any amounts when due under this Agreement or any other agreement or arrangement with the Hotel; (2) Group causes any damage, in the Hotel's sole discretion, to the Hotel property or reputation; (3) Group violates, in Hotel's opinion, any term of this Agreement.

SECTION FIVE: MISCELLANEOUS

- 5.1 **SIGNS AND DISPLAYS/USE OF HOTEL NAME:** Group shall not display signs in Hotel nor use the name/logo of the Hotel in any promotional brochures or ads without prior approval of the General Manager of Hotel. It is further agreed that no sign, banner or display shall be affixed to any part of Hotel. The hotel prohibits the use of the following including but not limited to, flower petals, glitter, bubbles, confetti, silly string. No displaying or hanging items of any kind on the walls, chandeliers, ceiling, mirrors, wall fixtures and tracking, in the guestrooms or banquet space. Any damages caused as a result of any unauthorized use of décor and/or damages to the walls, fixtures or carpet will be billed to Group and applicable clean up fees may apply. Any items to be brought in and used on hotel property must receive written authorization from the hotel in advance of program commencement.
- 5.2 **SECURITY:** Hotel may, in its sole discretion, require Group to take certain security measures in light of the size or nature of the function, which may include the requirement to hire sufficient security personnel from the Hotel or Hotel may allow Group to retain an outside service that meets required bonding and insurance requirements and is approved by the Hotel prior to the function. If Group hires an outside service in accordance with the above, Group must provide Hotel with a copy of the agreement, which shall indemnify the Hotel and its owner, and their parent, subsidiary and affiliated companies and their employees, representatives and agent, from and against any liabilities related to the security services.

- 5.3 **SHIPPING AND PACKAGES:** In the event Group will be shipping packages to Hotel, Group must notify Hotel at least one week in advance. All packages sent to Hotel must include the name of Group, date of program and number of items. Shipment should arrive no earlier than three (3) days prior to event. Hotel has no liability for the delivery, security or condition of the packages.
- 5.4 **PARKING:** Hotel parking is complimentary self parking, no valet services offered.
- 5.5 **HOTEL CONTACT/NOTICES:** All notices, offers, acceptances, requests and other communications hereunder shall be in writing and shall be deemed to be delivered if hand delivered or sent by Federal Express, or certified or registered mail to the Group contact on the first page of this Agreement, or, if to Hotel, to the following address: Hotel Address: 12725 Center Court Drive, Cerritos, CA 90703 Attn: Veronica Carreon. Hotel may change Hotel's designated contact at any time upon notice. Hotel will not be bound by any notice unless delivered to Hotel in the manner specified herein.

SECTION SIX: GENERAL PROVISIONS

- 6.1 **DAMAGE CLAUSE:** In the event that damage to any Hotel property occurs as a result of any guest related to Group, Group assumes all liability and expense and agrees that, in addition to any other rights as against such guest or others, Hotel may charge Group's Master Account or directly bill Group for all such charges. Group shall indemnify, defend and hold harmless Hotel and its officers, directors, partners, affiliates, members and employees from and against all demands, claims, damages to persons and/or property, losses and liabilities, including reasonable attorney fees (collectively "Claims") arising out of or caused by Group's negligence or intentional misconduct. Group does not waive, by reason of this paragraph, any defense that it may have with respect to such Claims.
- 6.2 **GROUP'S PROPERTY:** Group agrees Hotel will not be responsible for the safe-keeping of equipment, supplies, written material or other valuable items left in function rooms, guest rooms or anywhere on Hotel property other than the Hotel safe. State laws will govern Hotel's liability for items stolen in guestrooms or items kept in Hotel's safe. Group is responsible for securing any such aforementioned items and hereby assumes responsibility for loss thereof. Group may not rely on any verbal or written assurances provided by Hotel staff, other than as provided in this Agreement.
- 6.3 **INSURANCE:** Property of Group is the sole responsibility of the Group and/or its owner. Group agrees that it has procured sufficient insurance to cover the loss of such property and waives any claims under Hotel's insurance policy for the loss of Group's property or the property of any of its attendees or invitees.
- 6.4 **FORCE MAJEURE:** The performance of this Agreement is subject to any circumstances making it illegal or impossible to provide or use Hotel facilities, including Acts of God, war, government regulations, disaster, strikes, civil disorder or curtailment of transportation facilities. This Agreement may be terminated for any one of the above reasons by written notice from Hotel.
- 6.5 **DISPUTE RESOLUTION:** Hotel and Group agree to use its best efforts to resolve any disputes under this Agreement through informal means. In the unlikely event that formal action must be taken, this Agreement will be interpreted in accordance with the laws of the State in which the Hotel is situated and the exclusive venue for any dispute arising out of this Agreement shall be in the county or city in which the Hotel is situated. The prevailing party to any litigation shall be entitled to recover, in addition to damages, all legal costs and reasonable attorney fees as fixed by the Court, both at the trial and appellate levels, and in any bankruptcy case and post judgment proceedings.

To the extent allowed by law, the parties hereto hereby waive the right to a jury trial in any action or proceeding regarding this Agreement.

- 6.6 **ENTIRE AGREEMENT:** This Agreement and any exhibits hereto constitutes the entire agreement between the parties and supersedes any previous communications, representations or agreements, whether written or oral. Any changes to this Agreement must be made in writing and signed by authorized representative of each party.
- 6.7 **MISCELLANEOUS:** The persons signing this Agreement each warrants that they are authorized to bind the party for which they are signing. Any provision of this Agreement that is deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well as to comply with the provisions of this Agreement.
- 6.8 **NO ASSIGNMENT:** Group may not assign or transfer this Agreement or any part thereof without the written consent of Hotel. Any attempted assignment or transfer by Group without such consent may, at the option of Hotel, be deemed to be a cancellation of this Agreement by Group, in which case Group shall remain liable for all cancellation charges set forth herein.
- 6.9 **PAYMENT:** Payment of all invoices is due upon receipt. Invoices remaining unpaid after 30 days of the invoice date will incur an interest charge of the lesser of 18% or the highest amount allowed by law. Group shall be responsible for all collection and/or attorney fees or other costs in collecting all amounts due hereunder. No payment by Group or receipt by Hotel of a lesser amount than any amount due shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or any letter accompanying any payment shall be deemed an accord and satisfaction, and Hotel may accept such check or payment without prejudice to Hotel's right to recover the balance of all amounts due or pursue any other remedies available to Hotel under this Agreement or in law or in equity. Any remaining balance is to be made in cash, by credit card, certified or bank check, at least seven (7) business days prior to

Event. If any such payment is not made, Hotel may, at its option, deem the Event to be canceled, in which case cancellation charges will apply as noted above and the Hotel will retain any deposits on hand and apply them to the cancellation charges.

6.10 **COMPLIANCE WITH LAWS:** Group shall comply with all Federal, State and local laws, rules and regulations with respect to its activities on Hotel property, including obtaining any permits required for Group’s activities during the event. Hotel may require Group to present proof of such compliance prior to the event. Group relies upon Group’s attendance projections in reserving the appropriate room(s) and in observing all federal, state and local regulations regarding room capacity limitations and health, safety and fire codes. Hotel reserves the right to take all necessary actions to cause the event to be in compliance with all laws, rules and regulations, including (1) closing the Event, (2) requiring certain guests to leave the event, (3) restricting access to the event, (4) restricting the consumption of alcoholic beverages, and (5) monitoring the event. If the Hotel decides, in its discretion, to take any of the actions above, it shall do so without penalty and Group shall remain liable for all obligations under this Agreement.

6.11 **RIGHT OF INSPECTION/ENTRY:** Hotel will have the right to enter and inspect all functions. If Hotel observes any illegal activity or activity that may result in harm to persons or objects, Hotel has the right to immediately cancel the event, in which case all of Group’s guests and invitees must immediately vacate the meeting room premises. In such event, Group will remain liable for all fees and charges related to the function pursuant to the terms of this Agreement.

SECTION SEVEN: ACCEPTANCE OF CONTRACT

If a signed original of this Agreement has not been received by the Hotel prior to **Tuesday, June 23, 2015**, Hotel shall have the right to contract with other parties for the use of the room block, meeting room and catering services without further notice to Group. In the event Hotel has a request for the rooms requested by Group prior to **Tuesday, June 23, 2015**, and Hotel has not received Group’s signed Agreement, Hotel will contact the Group for a decision. In such event, if Hotel does not receive Group’s signed Agreement within five (5) business days, Hotel will have the right to contract with another party without any further notice to Group.

IN WITNESS WHEREOF, Hotel and Group have executed this Agreement in manner and form sufficient to bind them as of the date and year set forth on page one of this Agreement:

Interstate Management Company, LLC,
AS AGENT FOR **Sunstone Court Lessee, Inc,**
DBA **Sheraton Cerritos Hotel**

Rancho Santiago Community College District

By: _____
Signature

By: _____
Signature

Name: Veronica Carreon

Name: _____

Title: Catering Sales Manager

Title: _____

Date: _____

Date: _____

DIRECTOR OF CATERING: _____ Initial

STARWOOD PREFERRED PLANNER POINTS

☐ CLIENT ACCEPTED POINTS:

Starwood Preferred Planner points, awarded through the Starwood Preferred Guest Program is available to qualified meeting planners for business contracted through the sales and catering departments of participating Starwood Hotels and Resorts Worldwide, Inc. The client acknowledges that such points have been offered in connection with the rooms and services purchased under this Contract, and that client consents to the awarding of such points as set forth below. If the signatory of this Agreement is one of the individuals listed below, such signatory, by signing this Agreement, represents and warrants that he/she is authorized by client to accept such points. Once full payment is received by the Hotel for the rooms and services purchased under this Contract, points will be awarded according to the Starwood Preferred Planner Program Rules to the following person(s) and/or charitable organization(s) up to a maximum of three recipients:

Member Name or Charity Organization	Starwood Preferred Guest Membership Number

Rancho Santiago Comm Coll District

Board Meeting of 07/20/15

AP0020

Bank Code: 92 District Funds

Check Registers Submitted for Approval

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Checks Written for Period 06/03/15 Thru 07/07/15

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
62449	General Fund Unrestricted	4,282.00	0.00	4,282.00	92*0434569	92*0434571
62451	General Fund Unrestricted	391.06	0.00	391.06	92*0434591	92*0434592
62452	General Fund Unrestricted	16,278.33	0.00	16,278.33	92*0434596	92*0434600
62453	General Fund Unrestricted	767.56	0.00	767.56	92*0434601	92*0434606
62461	General Fund Unrestricted	42,969.73	0.00	42,969.73	92*0434644	92*0434644
62462	General Fund Unrestricted	5,434.95	0.00	5,434.95	92*0434650	92*0434656
62465	General Fund Unrestricted	6,406.67	0.00	6,406.67	92*0434682	92*0434687
62466	General Fund Unrestricted	2,252.10	0.00	2,252.10	92*0434688	92*0434697
62467	General Fund Unrestricted	5,018.20	0.00	5,018.20	92*0434698	92*0434717
62470	General Fund Unrestricted	195.92	0.00	195.92	92*0434724	92*0434725
62471	General Fund Unrestricted	3,428.14	0.00	3,428.14	92*0434729	92*0434735
62472	General Fund Unrestricted	3,529.72	0.00	3,529.72	92*0434739	92*0434743
62473	General Fund Unrestricted	2,841.19	0.00	2,841.19	92*0434746	92*0434750
62475	General Fund Unrestricted	5,906.16	0.00	5,906.16	92*0434759	92*0434762
62476	General Fund Unrestricted	17,855.00	0.00	17,855.00	92*0434767	92*0434769
62479	General Fund Unrestricted	3,000.93	0.00	3,000.93	92*0434789	92*0434796
62483	General Fund Unrestricted	68,223.96	0.00	68,223.96	92*0434810	92*0434846
62484	General Fund Unrestricted	24,810.00	0.00	24,810.00	92*0434847	92*0434946
62485	General Fund Unrestricted	40,925.60	0.00	40,925.60	92*0434947	92*0435041
62486	General Fund Unrestricted	42,558.63	0.00	42,558.63	92*0435042	92*0435141
62487	General Fund Unrestricted	32,906.00	0.00	32,906.00	92*0435142	92*0435241
62488	General Fund Unrestricted	34,294.90	0.00	34,294.90	92*0435242	92*0435295
62490	General Fund Unrestricted	4,490.19	0.00	4,490.19	92*0435297	92*0435303
62491	General Fund Unrestricted	17,989.24	0.00	17,989.24	92*0435305	92*0435310
62492	General Fund Unrestricted	1,393.51	0.00	1,393.51	92*0435311	92*0435318
62493	General Fund Unrestricted	4,399.82	0.00	4,399.82	92*0435319	92*0435329
62494	General Fund Unrestricted	24,995.00	0.00	24,995.00	92*0435332	92*0435332
62495	General Fund Unrestricted	3,880.33	0.00	3,880.33	92*0435333	92*0435342
62496	General Fund Unrestricted	3,859.92	0.00	3,859.92	92*0435347	92*0435348
62497	General Fund Unrestricted	8,460.00	0.00	8,460.00	92*0435355	92*0435355
62506	General Fund Unrestricted	1,456.05	0.00	1,456.05	92*0435430	92*0435432
62510	General Fund Unrestricted	6,205.00	0.00	6,205.00	92*0435437	92*0435440
62511	General Fund Unrestricted	1,481.00	0.00	1,481.00	92*0435441	92*0435448
62512	General Fund Unrestricted	356,573.92	0.00	356,573.92	92*0435449	92*0435455
62514	General Fund Unrestricted	2,945.53	0.00	2,945.53	92*0435478	92*0435479
62516	General Fund Unrestricted	3,659.25	0.00	3,659.25	92*0435491	92*0435499
62517	General Fund Unrestricted	1,856.60	0.00	1,856.60	92*0435501	92*0435507
62518	General Fund Unrestricted	3,345.59	0.00	3,345.59	92*0435508	92*0435514
62519	General Fund Unrestricted	2,348.41	0.00	2,348.41	92*0435515	92*0435515
62520	General Fund Unrestricted	940.05	0.00	940.05	92*0435527	92*0435529
62521	General Fund Unrestricted	4,788.67	0.00	4,788.67	92*0435530	92*0435541

Checks Written for Period 06/03/15 Thru 07/07/15

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
62522	General Fund Unrestricted	5,921.32	0.00	5,921.32	92*0435542	92*0435550
62531	General Fund Unrestricted	2,171.50	0.00	2,171.50	92*0435582	92*0435582
62532	General Fund Unrestricted	2,030.49	0.00	2,030.49	92*0435585	92*0435591
62534	General Fund Unrestricted	3,083.42	0.00	3,083.42	92*0435605	92*0435609
62535	General Fund Unrestricted	3,214.34	0.00	3,214.34	92*0435613	92*0435613
62536	General Fund Unrestricted	11,639.76	0.00	11,639.76	92*0435618	92*0435622
62537	General Fund Unrestricted	2,352.00	0.00	2,352.00	92*0435623	92*0435631
62539	General Fund Unrestricted	4,678.71	0.00	4,678.71	92*0435635	92*0435635
62544	General Fund Unrestricted	2,767.41	0.00	2,767.41	92*0435650	92*0435657
62546	General Fund Unrestricted	23,248.18	0.00	23,248.18	92*0435670	92*0435680
62547	General Fund Unrestricted	11,415.33	0.00	11,415.33	92*0435685	92*0435688
62548	General Fund Unrestricted	3,194.80	0.00	3,194.80	92*0435689	92*0435696
62549	General Fund Unrestricted	836.06	0.00	836.06	92*0435697	92*0435704
62551	General Fund Unrestricted	575.75	0.00	575.75	92*0435719	92*0435720
62552	General Fund Unrestricted	7,583.19	0.00	7,583.19	92*0435721	92*0435727
62553	General Fund Unrestricted	170.89	0.00	170.89	92*0435733	92*0435734
62554	General Fund Unrestricted	28,120.84	0.00	28,120.84	92*0435735	92*0435740
62558	General Fund Unrestricted	2,359.00	0.00	2,359.00	92*0435769	92*0435772
62561	General Fund Unrestricted	31,156.00	0.00	31,156.00	92*0435781	92*0435804
62562	General Fund Unrestricted	47,014.00	0.00	47,014.00	92*0435805	92*0435822
62571	General Fund Unrestricted	10,981.48	0.00	10,981.48	92*0435901	92*0435902
62572	General Fund Unrestricted	591.84	0.00	591.84	92*0435903	92*0435904
62577	General Fund Unrestricted	92.02	0.00	92.02	92*0435924	92*0435924
62578	General Fund Unrestricted	1,093.49	0.00	1,093.49	92*0435930	92*0435931
62579	General Fund Unrestricted	929.96	0.00	929.96	92*0435937	92*0435938
62580	General Fund Unrestricted	3,415.89	0.00	3,415.89	92*0435939	92*0435946
62581	General Fund Unrestricted	11,803.08	0.00	11,803.08	92*0435947	92*0435953
62582	General Fund Unrestricted	3,475.85	0.00	3,475.85	92*0435955	92*0435960
62584	General Fund Unrestricted	360.00	0.00	360.00	92*0435971	92*0435971
62585	General Fund Unrestricted	1,283.05	0.00	1,283.05	92*0435993	92*0435993
62587	General Fund Unrestricted	43,643.94	0.00	43,643.94	92*0436011	92*0436016
62590	General Fund Unrestricted	13,912.10	0.00	13,912.10	92*0436031	92*0436048
62591	General Fund Unrestricted	474.83	0.00	474.83	92*0436053	92*0436053
62592	General Fund Unrestricted	2,673.33	0.00	2,673.33	92*0436055	92*0436066
62593	General Fund Unrestricted	1,458.62	0.00	1,458.62	92*0436070	92*0436077
62595	General Fund Unrestricted	964.67	0.00	964.67	92*0436091	92*0436092
62596	General Fund Unrestricted	6,089.51	0.00	6,089.51	92*0436101	92*0436103
62597	General Fund Unrestricted	2,314.02	0.00	2,314.02	92*0436106	92*0436110
62599	General Fund Unrestricted	2,448.89	0.00	2,448.89	92*0436122	92*0436129
62600	General Fund Unrestricted	4,687.11	0.00	4,687.11	92*0436130	92*0436138
62601	General Fund Unrestricted	1,829.44	0.00	1,829.44	92*0436140	92*0436147

Checks Written for Period 06/03/15 Thru 07/07/15

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
62603	General Fund Unrestricted	30,940.66	0.00	30,940.66	92*0436158	92*0436165
62604	General Fund Unrestricted	467.44	0.00	467.44	92*0436167	92*0436168
62608	General Fund Unrestricted	3,132.50	0.00	3,132.50	92*0436191	92*0436200
62609	General Fund Unrestricted	3,801.50	0.00	3,801.50	92*0436201	92*0436220
62610	General Fund Unrestricted	23,600.00	0.00	23,600.00	92*0436222	92*0436225
62614	General Fund Unrestricted	1,338.56	0.00	1,338.56	92*0436245	92*0436245
62615	General Fund Unrestricted	5,631.60	0.00	5,631.60	92*0436246	92*0436252
62617	General Fund Unrestricted	3,905.70	0.00	3,905.70	92*0436265	92*0436273
62618	General Fund Unrestricted	26,913.60	0.00	26,913.60	92*0436277	92*0436277
62619	General Fund Unrestricted	5,912.43	0.00	5,912.43	92*0436281	92*0436290
62620	General Fund Unrestricted	6,040.95	0.00	6,040.95	92*0436296	92*0436296
62621	General Fund Unrestricted	4,066.64	0.00	4,066.64	92*0436297	92*0436297
62622	General Fund Unrestricted	907.20	0.00	907.20	92*0436309	92*0436309
62623	General Fund Unrestricted	18.19	0.00	18.19	92*0436320	92*0436320
62626	General Fund Unrestricted	56.64	0.00	56.64	92*0436350	92*0436350
62627	General Fund Unrestricted	1,277.83	0.00	1,277.83	92*0436353	92*0436356
62628	General Fund Unrestricted	67,264.35	0.00	67,264.35	92*0436363	92*0436374
62636	General Fund Unrestricted	248.34	0.00	248.34	92*0436405	92*0436409
62637	General Fund Unrestricted	1,409.50	0.00	1,409.50	92*0436410	92*0436418
62639	General Fund Unrestricted	7,450.64	0.00	7,450.64	92*0436420	92*0436426
62642	General Fund Unrestricted	498.79	0.00	498.79	92*0436445	92*0436447
62643	General Fund Unrestricted	528.69	0.00	528.69	92*0436455	92*0436458
62644	General Fund Unrestricted	367.28	0.00	367.28	92*0436467	92*0436469
62645	General Fund Unrestricted	360.82	0.00	360.82	92*0436473	92*0436473
62646	General Fund Unrestricted	396.00	0.00	396.00	92*0436481	92*0436481
62647	General Fund Unrestricted	1,449.86	0.00	1,449.86	92*0436483	92*0436493
62649	General Fund Unrestricted	12,506.27	0.00	12,506.27	92*0436501	92*0436507
62651	General Fund Unrestricted	919.00	0.00	919.00	92*0436513	92*0436520
62652	General Fund Unrestricted	10,887.79	0.00	10,887.79	92*0436521	92*0436534
62653	General Fund Unrestricted	0.00	0.00	0.00	92*0436535	92*0436538
62655	General Fund Unrestricted	129,360.00	0.00	129,360.00	92*0439001	92*0439002
62656	General Fund Unrestricted	2,087.00	0.00	2,087.00	92*0439003	92*0439012
62657	General Fund Unrestricted	6,077.80	0.00	6,077.80	92*0439013	92*0439040
62658	General Fund Unrestricted	1,343.83	0.00	1,343.83	92*0439041	92*0439046
62660	General Fund Unrestricted	27,546.77	0.00	27,546.77	92*0439050	92*0439061
62661	General Fund Unrestricted	16,416.86	0.00	16,416.86	92*0439062	92*0439063
62663	General Fund Unrestricted	3,374.87	0.00	3,374.87	92*0439071	92*0439076
62666	General Fund Unrestricted	231,177.12	0.00	231,177.12	92*0439101	92*0439104
62667	General Fund Unrestricted	4,383.74	0.00	4,383.74	92*0439107	92*0439123
62668	General Fund Unrestricted	4,441.84	0.00	4,441.84	92*0439124	92*0439144
62669	General Fund Unrestricted	16,968.20	0.00	16,968.20	92*0439146	92*0439159

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
62670	General Fund Unrestricted	238,171.50	0.00	238,171.50	92*0439160	92*0439160
62671	General Fund Unrestricted	23,236.11	0.00	23,236.11	92*0439163	92*0439170
62674	General Fund Unrestricted	32,536.30	0.00	32,536.30	92*0439216	92*0439222
62675	General Fund Unrestricted	7,491.75	0.00	7,491.75	92*0439233	92*0439242
62676	General Fund Unrestricted	10,262.20	0.00	10,262.20	92*0439252	92*0439266
62679	General Fund Unrestricted	21,451.84	0.00	21,451.84	92*0439303	92*0439311
62681	General Fund Unrestricted	8,108.79	0.00	8,108.79	92*0439317	92*0439326
62682	General Fund Unrestricted	14,987.61	0.00	14,987.61	92*0439327	92*0439344
62683	General Fund Unrestricted	3,267.00	0.00	3,267.00	92*0439345	92*0439355
62684	General Fund Unrestricted	500,251.29	0.00	500,251.29	92*0439356	92*0439379
62688	General Fund Unrestricted	449.07	0.00	449.07	92*0439412	92*0439420
62689	General Fund Unrestricted	2,341.90	0.00	2,341.90	92*0439431	92*0439444
62690	General Fund Unrestricted	28,500.00	0.00	28,500.00	92*0439454	92*0439454
62691	General Fund Unrestricted	9,304.01	0.00	9,304.01	92*0439463	92*0439465
62692	General Fund Unrestricted	4,215.79	0.00	4,215.79	92*0439470	92*0439481
62694	General Fund Unrestricted	38,783.41	0.00	38,783.41	92*0439487	92*0439493
62695	General Fund Unrestricted	1,935.54	0.00	1,935.54	92*0439494	92*0439513
62696	General Fund Unrestricted	11,441.35	0.00	11,441.35	92*0439514	92*0439528
62700	General Fund Unrestricted	5,992.00	0.00	5,992.00	92*0439571	92*0439572
62701	General Fund Unrestricted	10,051.61	0.00	10,051.61	92*0439580	92*0439583
62702	General Fund Unrestricted	7,568.72	0.00	7,568.72	92*0439585	92*0439605
62703	General Fund Unrestricted	6,083.33	0.00	6,083.33	92*0439606	92*0439623
62705	General Fund Unrestricted	285,251.40	0.00	285,251.40	92*0439635	92*0439642
Total Fund 11 General Fund Unrestricted		<u>\$3,064,560.26</u>	<u>\$0.00</u>	<u>\$3,064,560.26</u>		

Checks Written for Period 06/03/15 Thru 07/07/15

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
62449	General Fund Restricted	2,220.63	0.00	2,220.63	92*0434568	92*0434568
62450	General Fund Restricted	7,865.41	0.00	7,865.41	92*0434572	92*0434580
62451	General Fund Restricted	4,642.37	0.00	4,642.37	92*0434581	92*0434595
62453	General Fund Restricted	321.84	0.00	321.84	92*0434602	92*0434605
62454	General Fund Restricted	2,161.21	0.00	2,161.21	92*0434607	92*0434615
62455	General Fund Restricted	5,550.00	0.00	5,550.00	92*0434616	92*0434627
62456	General Fund Restricted	9,049.95	0.00	9,049.95	92*0434628	92*0434632
62461	General Fund Restricted	66,412.10	0.00	66,412.10	92*0434643	92*0434649
62463	General Fund Restricted	10,131.91	0.00	10,131.91	92*0434657	92*0434667
62464	General Fund Restricted	5,818.20	0.00	5,818.20	92*0434668	92*0434681
62470	General Fund Restricted	1,715.34	0.00	1,715.34	92*0434722	92*0434728
62472	General Fund Restricted	11,084.50	0.00	11,084.50	92*0434736	92*0434742
62473	General Fund Restricted	613.43	0.00	613.43	92*0434744	92*0434745
62474	General Fund Restricted	2,461.61	0.00	2,461.61	92*0434751	92*0434758
62475	General Fund Restricted	11,013.24	0.00	11,013.24	92*0434761	92*0434766
62476	General Fund Restricted	19,327.15	0.00	19,327.15	92*0434770	92*0434772
62477	General Fund Restricted	6,093.31	0.00	6,093.31	92*0434774	92*0434780
62478	General Fund Restricted	2,614.76	0.00	2,614.76	92*0434781	92*0434788
62480	General Fund Restricted	4,044.92	0.00	4,044.92	92*0434797	92*0434802
62490	General Fund Restricted	1,659.66	0.00	1,659.66	92*0435298	92*0435298
62491	General Fund Restricted	19,245.69	0.00	19,245.69	92*0435304	92*0435308
62492	General Fund Restricted	1,107.22	0.00	1,107.22	92*0435312	92*0435317
62494	General Fund Restricted	93,304.80	0.00	93,304.80	92*0435330	92*0435331
62496	General Fund Restricted	5,767.67	0.00	5,767.67	92*0435343	92*0435349
62497	General Fund Restricted	29,001.83	0.00	29,001.83	92*0435350	92*0435354
62498	General Fund Restricted	3,200.00	0.00	3,200.00	92*0435356	92*0435365
62499	General Fund Restricted	4,400.00	0.00	4,400.00	92*0435366	92*0435377
62500	General Fund Restricted	3,000.00	0.00	3,000.00	92*0435378	92*0435387
62501	General Fund Restricted	2,400.00	0.00	2,400.00	92*0435388	92*0435397
62502	General Fund Restricted	3,200.00	0.00	3,200.00	92*0435398	92*0435407
62503	General Fund Restricted	3,400.00	0.00	3,400.00	92*0435408	92*0435416
62504	General Fund Restricted	3,600.00	0.00	3,600.00	92*0435417	92*0435428
62505	General Fund Restricted	5,000,000.00	0.00	5,000,000.00	92*0435429	92*0435429
62506	General Fund Restricted	3,300.00	0.00	3,300.00	92*0435433	92*0435433
62513	General Fund Restricted	429.79	0.00	429.79	92*0435456	92*0435473
62514	General Fund Restricted	89,966.81	0.00	89,966.81	92*0435474	92*0435480
62515	General Fund Restricted	4,609.34	0.00	4,609.34	92*0435481	92*0435490
62517	General Fund Restricted	598.03	0.00	598.03	92*0435500	92*0435500
62519	General Fund Restricted	1,419.93	0.00	1,419.93	92*0435516	92*0435521
62520	General Fund Restricted	482.31	0.00	482.31	92*0435522	92*0435526
62524	General Fund Restricted	20,389.80	0.00	20,389.80	92*0435558	92*0435558

Checks Written for Period 06/03/15 Thru 07/07/15

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
62531	General Fund Restricted	13,950.59	0.00	13,950.59	92*0435579	92*0435584
62532	General Fund Restricted	124.34	0.00	124.34	92*0435592	92*0435592
62533	General Fund Restricted	3,090.67	0.00	3,090.67	92*0435593	92*0435602
62534	General Fund Restricted	2,891.32	0.00	2,891.32	92*0435603	92*0435607
62535	General Fund Restricted	3,480.32	0.00	3,480.32	92*0435610	92*0435617
62536	General Fund Restricted	36,879.12	0.00	36,879.12	92*0435619	92*0435621
62543	General Fund Restricted	2,409.40	0.00	2,409.40	92*0435642	92*0435649
62545	General Fund Restricted	4,401.01	0.00	4,401.01	92*0435658	92*0435669
62547	General Fund Restricted	13,401.62	0.00	13,401.62	92*0435681	92*0435687
62549	General Fund Restricted	752.59	0.00	752.59	92*0435698	92*0435700
62550	General Fund Restricted	2,620.71	0.00	2,620.71	92*0435705	92*0435714
62551	General Fund Restricted	1,300.00	0.00	1,300.00	92*0435715	92*0435718
62552	General Fund Restricted	6,048.94	0.00	6,048.94	92*0435723	92*0435728
62553	General Fund Restricted	3,396.48	0.00	3,396.48	92*0435729	92*0435732
62554	General Fund Restricted	14,572.98	0.00	14,572.98	92*0435736	92*0435738
62555	General Fund Restricted	1,358.76	0.00	1,358.76	92*0435741	92*0435746
62556	General Fund Restricted	5,000.00	0.00	5,000.00	92*0435747	92*0435756
62557	General Fund Restricted	6,000.00	0.00	6,000.00	92*0435757	92*0435768
62563	General Fund Restricted	3,200.00	0.00	3,200.00	92*0435823	92*0435830
62564	General Fund Restricted	1,600.00	0.00	1,600.00	92*0435831	92*0435840
62565	General Fund Restricted	1,440.00	0.00	1,440.00	92*0435841	92*0435849
62566	General Fund Restricted	3,360.00	0.00	3,360.00	92*0435850	92*0435858
62567	General Fund Restricted	1,600.00	0.00	1,600.00	92*0435859	92*0435868
62568	General Fund Restricted	1,600.00	0.00	1,600.00	92*0435869	92*0435878
62569	General Fund Restricted	949.55	0.00	949.55	92*0435879	92*0435892
62570	General Fund Restricted	249,737.16	0.00	249,737.16	92*0435893	92*0435898
62571	General Fund Restricted	5,210.40	0.00	5,210.40	92*0435899	92*0435900
62572	General Fund Restricted	1,330.17	0.00	1,330.17	92*0435905	92*0435910
62573	General Fund Restricted	17,930.00	0.00	17,930.00	92*0435911	92*0435912
62577	General Fund Restricted	431.96	0.00	431.96	92*0435918	92*0435923
62578	General Fund Restricted	1,208.24	0.00	1,208.24	92*0435925	92*0435929
62579	General Fund Restricted	2,966.07	0.00	2,966.07	92*0435932	92*0435936
62581	General Fund Restricted	2,458.49	0.00	2,458.49	92*0435954	92*0435954
62582	General Fund Restricted	1,201.89	0.00	1,201.89	92*0435956	92*0435961
62583	General Fund Restricted	3,905.15	0.00	3,905.15	92*0435962	92*0435969
62584	General Fund Restricted	5,001.64	0.00	5,001.64	92*0435970	92*0435986
62585	General Fund Restricted	12,021.38	0.00	12,021.38	92*0435987	92*0435992
62586	General Fund Restricted	2,633.93	0.00	2,633.93	92*0435994	92*0436008
62587	General Fund Restricted	61,842.98	0.00	61,842.98	92*0436009	92*0436020
62591	General Fund Restricted	3,006.42	0.00	3,006.42	92*0436049	92*0436054
62593	General Fund Restricted	2,974.20	0.00	2,974.20	92*0436067	92*0436075

Checks Written for Period 06/03/15 Thru 07/07/15

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
62594	General Fund Restricted	4,118.67	0.00	4,118.67	92*0436078	92*0436086
62595	General Fund Restricted	3,612.16	0.00	3,612.16	92*0436087	92*0436094
62596	General Fund Restricted	12,179.31	0.00	12,179.31	92*0436095	92*0436105
62597	General Fund Restricted	506.88	0.00	506.88	92*0436111	92*0436112
62598	General Fund Restricted	15,548.31	0.00	15,548.31	92*0436113	92*0436121
62601	General Fund Restricted	250.00	0.00	250.00	92*0436148	92*0436148
62602	General Fund Restricted	976.71	0.00	976.71	92*0436149	92*0436157
62604	General Fund Restricted	1,595.62	0.00	1,595.62	92*0436166	92*0436172
62605	General Fund Restricted	2,431.13	0.00	2,431.13	92*0436173	92*0436179
62606	General Fund Restricted	7,924.37	0.00	7,924.37	92*0436180	92*0436187
62607	General Fund Restricted	115,897.42	0.00	115,897.42	92*0436188	92*0436190
62610	General Fund Restricted	10,588.70	0.00	10,588.70	92*0436221	92*0436221
62615	General Fund Restricted	500.00	0.00	500.00	92*0436250	92*0436250
62616	General Fund Restricted	7,657.77	0.00	7,657.77	92*0436253	92*0436264
62617	General Fund Restricted	663.20	0.00	663.20	92*0436269	92*0436269
62618	General Fund Restricted	87,307.72	0.00	87,307.72	92*0436274	92*0436278
62619	General Fund Restricted	2,156.83	0.00	2,156.83	92*0436279	92*0436289
62620	General Fund Restricted	37,410.67	0.00	37,410.67	92*0436291	92*0436295
62621	General Fund Restricted	12,320.40	0.00	12,320.40	92*0436298	92*0436303
62622	General Fund Restricted	13,112.42	0.00	13,112.42	92*0436304	92*0436310
62623	General Fund Restricted	3,589.88	0.00	3,589.88	92*0436314	92*0436319
62624	General Fund Restricted	12,081.82	0.00	12,081.82	92*0436321	92*0436334
62625	General Fund Restricted	1,100.49	0.00	1,100.49	92*0436335	92*0436341
62626	General Fund Restricted	1,958.47	0.00	1,958.47	92*0436342	92*0436349
62627	General Fund Restricted	2,478.20	0.00	2,478.20	92*0436351	92*0436362
62636	General Fund Restricted	375.74	0.00	375.74	92*0436406	92*0436408
62640	General Fund Restricted	1,149.16	0.00	1,149.16	92*0436427	92*0436433
62641	General Fund Restricted	11,530.13	0.00	11,530.13	92*0436434	92*0436444
62642	General Fund Restricted	2,406.06	0.00	2,406.06	92*0436448	92*0436451
62643	General Fund Restricted	3,880.87	0.00	3,880.87	92*0436452	92*0436464
62644	General Fund Restricted	250.51	0.00	250.51	92*0436465	92*0436466
62645	General Fund Restricted	874.72	0.00	874.72	92*0436470	92*0436474
62646	General Fund Restricted	2,927.83	0.00	2,927.83	92*0436475	92*0436480
62647	General Fund Restricted	2,355.32	0.00	2,355.32	92*0436482	92*0436491
62648	General Fund Restricted	2,755.52	0.00	2,755.52	92*0436495	92*0436500
62649	General Fund Restricted	24,950.35	0.00	24,950.35	92*0436503	92*0436506
62659	General Fund Restricted	454.48	0.00	454.48	92*0439047	92*0439049
62664	General Fund Restricted	13,200.75	0.00	13,200.75	92*0439077	92*0439091
62665	General Fund Restricted	10,532.53	0.00	10,532.53	92*0439092	92*0439100
62666	General Fund Restricted	105,982.58	0.00	105,982.58	92*0439105	92*0439106
62667	General Fund Restricted	1,248.89	0.00	1,248.89	92*0439112	92*0439120

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
62668	General Fund Restricted	5,989.94	0.00	5,989.94	92*0439125	92*0439145
62669	General Fund Restricted	21,883.58	0.00	21,883.58	92*0439148	92*0439158
62671	General Fund Restricted	32,896.07	0.00	32,896.07	92*0439161	92*0439174
62672	General Fund Restricted	16,142.94	0.00	16,142.94	92*0439175	92*0439195
62673	General Fund Restricted	1,222.79	0.00	1,222.79	92*0439196	92*0439214
62674	General Fund Restricted	104,041.75	0.00	104,041.75	92*0439215	92*0439226
62675	General Fund Restricted	9,880.49	0.00	9,880.49	92*0439228	92*0439250
62676	General Fund Restricted	2,723.08	0.00	2,723.08	92*0439251	92*0439265
62677	General Fund Restricted	18,682.16	0.00	18,682.16	92*0439267	92*0439291
62678	General Fund Restricted	8,454.64	0.00	8,454.64	92*0439292	92*0439302
62679	General Fund Restricted	920.99	0.00	920.99	92*0439304	92*0439306
62681	General Fund Restricted	14,002.84	0.00	14,002.84	92*0439313	92*0439322
62682	General Fund Restricted	929.85	0.00	929.85	92*0439334	92*0439334
62683	General Fund Restricted	2,742.74	0.00	2,742.74	92*0439347	92*0439353
62688	General Fund Restricted	3,397.03	0.00	3,397.03	92*0439411	92*0439430
62689	General Fund Restricted	2,986.78	0.00	2,986.78	92*0439437	92*0439443
62690	General Fund Restricted	203,893.85	0.00	203,893.85	92*0439445	92*0439453
62691	General Fund Restricted	33,294.02	0.00	33,294.02	92*0439455	92*0439469
62693	General Fund Restricted	1,215.00	0.00	1,215.00	92*0439482	92*0439483
62694	General Fund Restricted	22,673.96	0.00	22,673.96	92*0439484	92*0439490
62695	General Fund Restricted	5,134.56	0.00	5,134.56	92*0439496	92*0439512
62696	General Fund Restricted	4,917.18	0.00	4,917.18	92*0439518	92*0439529
62700	General Fund Restricted	6,856.12	0.00	6,856.12	92*0439565	92*0439573
62701	General Fund Restricted	19,854.21	0.00	19,854.21	92*0439576	92*0439579
62702	General Fund Restricted	1,691.94	0.00	1,691.94	92*0439584	92*0439596
62703	General Fund Restricted	776.39	0.00	776.39	92*0439614	92*0439630
62704	General Fund Restricted	6,880.00	0.00	6,880.00	92*0439631	92*0439633
62705	General Fund Restricted	96,365.22	0.00	96,365.22	92*0439634	92*0439643
Total Fund 12 General Fund Restricted		<u>\$7,170,205.95</u>	<u>\$0.00</u>	<u>\$7,170,205.95</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
62456	GF Unrestricted One-Time Func	10,526.87	0.00	10,526.87	92*0434633	92*0434633
62476	GF Unrestricted One-Time Func	8,000.00	0.00	8,000.00	92*0434773	92*0434773
62489	GF Unrestricted One-Time Func	16,569.92	0.00	16,569.92	92*0435296	92*0435296
62522	GF Unrestricted One-Time Func	700.53	0.00	700.53	92*0435544	92*0435544
62530	GF Unrestricted One-Time Func	199,604.39	0.00	199,604.39	92*0435577	92*0435578
62536	GF Unrestricted One-Time Func	2,241.50	0.00	2,241.50	92*0435620	92*0435620
62547	GF Unrestricted One-Time Func	4,633.20	0.00	4,633.20	92*0435684	92*0435684
62587	GF Unrestricted One-Time Func	13,450.00	0.00	13,450.00	92*0436010	92*0436015
62601	GF Unrestricted One-Time Func	1,062.68	0.00	1,062.68	92*0436139	92*0436139
62622	GF Unrestricted One-Time Func	4,000.00	0.00	4,000.00	92*0436311	92*0436313
62629	GF Unrestricted One-Time Func	14,714.92	0.00	14,714.92	92*0436375	92*0436375
62648	GF Unrestricted One-Time Func	1,560.00	0.00	1,560.00	92*0436494	92*0436494
62660	GF Unrestricted One-Time Func	3,433.23	0.00	3,433.23	92*0439057	92*0439057
62662	GF Unrestricted One-Time Func	5,134.88	0.00	5,134.88	92*0439064	92*0439070
62669	GF Unrestricted One-Time Func	3,000.00	0.00	3,000.00	92*0439147	92*0439147
62671	GF Unrestricted One-Time Func	2,196.32	0.00	2,196.32	92*0439171	92*0439171
62674	GF Unrestricted One-Time Func	10,526.87	0.00	10,526.87	92*0439227	92*0439227
62675	GF Unrestricted One-Time Func	925.11	0.00	925.11	92*0439232	92*0439232
62684	GF Unrestricted One-Time Func	20,419.75	0.00	20,419.75	92*0439377	92*0439377
62700	GF Unrestricted One-Time Func	10,817.06	0.00	10,817.06	92*0439564	92*0439575
62702	GF Unrestricted One-Time Func	700.53	0.00	700.53	92*0439598	92*0439598
Total Fund 13 GF Unrestricted One-Time		<u>\$334,217.76</u>	<u>\$0.00</u>	<u>\$334,217.76</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
62457	Child Development Fund	2,522.50	0.00	2,522.50	92*0434634	92*0434636
62481	Child Development Fund	4,406.46	0.00	4,406.46	92*0434803	92*0434807
62523	Child Development Fund	2,003.23	0.00	2,003.23	92*0435551	92*0435557
62525	Child Development Fund	6,758.62	0.00	6,758.62	92*0435559	92*0435566
62526	Child Development Fund	37,112.11	0.00	37,112.11	92*0435567	92*0435570
62538	Child Development Fund	3,152.18	0.00	3,152.18	92*0435632	92*0435634
62559	Child Development Fund	3,473.28	0.00	3,473.28	92*0435773	92*0435778
62588	Child Development Fund	3,716.19	0.00	3,716.19	92*0436021	92*0436029
62611	Child Development Fund	3,185.18	0.00	3,185.18	92*0436226	92*0436233
62612	Child Development Fund	2,305.45	0.00	2,305.45	92*0436234	92*0436239
62630	Child Development Fund	50,394.78	0.00	50,394.78	92*0436376	92*0436381
62631	Child Development Fund	2,625.69	0.00	2,625.69	92*0436382	92*0436392
62632	Child Development Fund	4,062.04	0.00	4,062.04	92*0436393	92*0436400
62650	Child Development Fund	8,617.66	0.00	8,617.66	92*0436508	92*0436512
62685	Child Development Fund	13,107.09	0.00	13,107.09	92*0439380	92*0439394
62686	Child Development Fund	15,039.56	0.00	15,039.56	92*0439395	92*0439406
62697	Child Development Fund	20,381.88	0.00	20,381.88	92*0439530	92*0439542
62698	Child Development Fund	52,495.97	0.00	52,495.97	92*0439543	92*0439552
Total Fund 33 Child Development Fund		<u>\$235,359.87</u>	<u>\$0.00</u>	<u>\$235,359.87</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
62459	Capital Outlay Projects Fund	7,750.96	0.00	7,750.96	92*0434639	92*0434641
62469	Capital Outlay Projects Fund	7,197.99	0.00	7,197.99	92*0434719	92*0434721
62482	Capital Outlay Projects Fund	8,191.68	0.00	8,191.68	92*0434808	92*0434809
62528	Capital Outlay Projects Fund	92,165.09	0.00	92,165.09	92*0435572	92*0435575
62541	Capital Outlay Projects Fund	9,707.71	0.00	9,707.71	92*0435638	92*0435640
62542	Capital Outlay Projects Fund	276,450.00	0.00	276,450.00	92*0435641	92*0435641
62560	Capital Outlay Projects Fund	33,804.54	0.00	33,804.54	92*0435779	92*0435780
62634	Capital Outlay Projects Fund	105,600.70	0.00	105,600.70	92*0436402	92*0436403
62654	Capital Outlay Projects Fund	17,174.29	0.00	17,174.29	92*0439000	92*0439000
62699	Capital Outlay Projects Fund	52,144.30	0.00	52,144.30	92*0439553	92*0439563
Total Fund 41 Capital Outlay Projects Fu		<u>\$610,187.26</u>	<u>\$0.00</u>	<u>\$610,187.26</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
62468	Bond Fund, Measure E	184,701.92	0.00	184,701.92	92*0434718	92*0434718
62507	Bond Fund, Measure E	709.60	0.00	709.60	92*0435434	92*0435434
62527	Bond Fund, Measure E	1,871.54	0.00	1,871.54	92*0435571	92*0435571
62574	Bond Fund, Measure E	47,355.60	0.00	47,355.60	92*0435913	92*0435914
62576	Bond Fund, Measure E	31,513.36	0.00	31,513.36	92*0435917	92*0435917
62589	Bond Fund, Measure E	90,000.00	0.00	90,000.00	92*0436030	92*0436030
62633	Bond Fund, Measure E	3,250.00	0.00	3,250.00	92*0436401	92*0436401
62687	Bond Fund, Measure E	6,012.18	0.00	6,012.18	92*0439407	92*0439410
Total Fund 42 Bond Fund, Measure E		<u>\$365,414.20</u>	<u>\$0.00</u>	<u>\$365,414.20</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
62458	Bond Fund, Measure Q	17,556.38	0.00	17,556.38	92*0434637	92*0434638
62508	Bond Fund, Measure Q	12,670.00	0.00	12,670.00	92*0435435	92*0435435
62540	Bond Fund, Measure Q	80,987.54	0.00	80,987.54	92*0435636	92*0435637
62575	Bond Fund, Measure Q	26,646.04	0.00	26,646.04	92*0435915	92*0435916
62613	Bond Fund, Measure Q	1,030,203.07	0.00	1,030,203.07	92*0436240	92*0436244
62680	Bond Fund, Measure Q	54,719.59	0.00	54,719.59	92*0439312	92*0439312
Total Fund 43 Bond Fund, Measure Q		<u>\$1,222,782.62</u>	<u>\$0.00</u>	<u>\$1,222,782.62</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
62509	Property and Liability Fund	21,251.90	0.00	21,251.90	92*0435436	92*0435436
62529	Property and Liability Fund	88.32	0.00	88.32	92*0435576	92*0435576
62635	Property and Liability Fund	9.44	0.00	9.44	92*0436404	92*0436404
62638	Property and Liability Fund	17,858.14	0.00	17,858.14	92*0436419	92*0436419
62706	Property and Liability Fund	28,401.47	0.00	28,401.47	92*0439644	92*0439645
Total Fund 61 Property and Liability Fund		<u>\$67,609.27</u>	<u>\$0.00</u>	<u>\$67,609.27</u>		

Checks Written for Period 06/03/15 Thru 07/07/15

62460	Workers' Compensation Fund	1,190.15	0.00	1,190.15	92*0434642	92*0434642
Total Fund 62 Workers' Compensation Fu		<u><u>\$1,190.15</u></u>	<u><u>\$0.00</u></u>	<u><u>\$1,190.15</u></u>		

SUMMARY

Total Fund 11 General Fund Unrestricted	3,064,560.26
Total Fund 12 General Fund Restricted	7,170,205.95
Total Fund 13 GF Unrestricted One-Time Fund	334,217.76
Total Fund 33 Child Development Fund	235,359.87
Total Fund 41 Capital Outlay Projects Fund	610,187.26
Total Fund 42 Bond Fund, Measure E	365,414.20
Total Fund 43 Bond Fund, Measure Q	1,222,782.62
Total Fund 61 Property and Liability Fund	67,609.27
Total Fund 62 Workers' Compensation Fund	1,190.15
Grand Total:	<u><u>\$13,071,527.34</u></u>

Checks Written for Period 05/30/15 Thru 07/03/15

<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>
311506106	Bookstore Fund	55,920.92	178.04	55,742.88	31*0105738	31*0105773
311506213	Bookstore Fund	68,600.54	0.00	68,600.54	31*0105774	31*0105805
311506320	Bookstore Fund	53,298.60	0.00	53,298.60	31*0105806	31*0105829
311507103	Bookstore Fund	70,692.73	1,692.95	68,999.78	31*0105830	31*0105871
Total Fund 31 Bookstore Fund		<u>\$248,512.79</u>	<u>\$1,870.99</u>	<u>\$246,641.80</u>		

Checks Written for Period 05/30/15 Thru 07/03/15

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
711506106	Associated Students Fund	4,839.97	3,405.37	1,434.60	71*0007444	71*0007452
711506213	Associated Students Fund	4,308.82	0.00	4,308.82	71*0007453	71*0007474
711506320	Associated Students Fund	4,264.36	0.00	4,264.36	71*0007475	71*0007486
711506427	Associated Students Fund	4,079.75	0.00	4,079.75	71*0007487	71*0007490
711506530	Associated Students Fund	4,826.12	0.00	4,826.12	71*0007491	71*0007495
711507103	Associated Students Fund	448.91	0.00	448.91	71*0007496	71*0007497
Total Fund 71 Associated Students Fund		<u>\$22,767.93</u>	<u>\$3,405.37</u>	<u>\$19,362.56</u>		

Checks Written for Period 05/30/15 Thru 07/03/15

<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>
721506530	Representation Fee Trust Fund	676.20	0.00	676.20	72*0000058	72*0000058
Total Fund 72 Representation Fee Trust Fun		<u><u>\$676.20</u></u>	<u><u>\$0.00</u></u>	<u><u>\$676.20</u></u>		

Checks Written for Period 05/30/15 Thru 07/03/15

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
761506106	Community Education Fund	10,933.18	0.00	10,933.18	76*0006715	76*0006721
761506213	Community Education Fund	458.15	0.00	458.15	76*0006722	76*0006723
761506320	Community Education Fund	11,191.31	0.00	11,191.31	76*0006724	76*0006727
761506530	Community Education Fund	14,745.07	0.00	14,745.07	76*0006728	76*0006739
Total Fund 76 Community Education Fund		<u>\$37,327.71</u>	<u>\$0.00</u>	<u>\$37,327.71</u>		

Checks Written for Period 05/30/15 Thru 07/03/15

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
791506106	Diversified Trust Fund	20,367.20	7,199.41	13,167.79	79*0019332	79*0019354
791506213	Diversified Trust Fund	45,567.98	0.00	45,567.98	79*0019355	79*0019363
791506320	Diversified Trust Fund	5,383.93	0.00	5,383.93	79*0019364	79*0019371
791506427	Diversified Trust Fund	31,673.34	9,573.63	22,099.71	79*0019372	79*0019431
791506530	Diversified Trust Fund	15,635.45	0.00	15,635.45	79*0019432	79*0019449
791507103	Diversified Trust Fund	14,731.19	0.00	14,731.19	79*0019450	79*0019453
Total Fund 79 Diversified Trust Fund		\$133,359.09	\$16,773.04	\$116,586.05		

Checks Written for Period 05/30/15 Thru 07/03/15

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
811506106	Diversified Agency Fund	35,373.42	0.00	35,373.42	81*0045617	81*0045694
811506213	Diversified Agency Fund	6,550.08	0.00	6,550.08	81*0045695	81*0045715
811506320	Diversified Agency Fund	21,818.33	0.00	21,818.33	81*0045716	81*0045782
811506427	Diversified Agency Fund	7,845.35	287.56	7,557.79	81*0045783	81*0045805
811506530	Diversified Agency Fund	24,504.64	0.00	24,504.64	81*0045806	81*0045828
811507103	Diversified Agency Fund	1,907.00	0.00	1,907.00	81*0045829	81*0045829
Total Fund 81 Diversified Agency Fund		\$97,998.82	\$287.56	\$97,711.26		

SUMMARY

Total Fund 31 Bookstore Fund	246,641.80
Total Fund 71 Associated Students Fund	19,362.56
Total Fund 72 Representation Fee Trust Fund	676.20
Total Fund 76 Community Education Fund	37,327.71
Total Fund 79 Diversified Trust Fund	116,586.05
Total Fund 81 Diversified Agency Fund	97,711.26
Grand Total:	<u><u>\$518,305.58</u></u>

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

To:	Board of Trustees	Date: July 20, 2015
Re:	Approval of Lease Agreement with Septium	
Action:	Request for Approval	

BACKGROUND

The District operates a business incubator for start-up digital media companies at the Digital Media Center (DMC). The incubator was developed as a result of grant funding received from the U.S. Department of Commerce, Economic Development Administration.

ANALYSIS

Septium develops custom software, combining seasoned US based project management, architecture and customer service teams with the low cost benefits of highly trained offshore developers.

As a start-up, Septium looking to validate their business model by taking advantage of the valuable services provided for entrepreneurs at the DMC, including mentorship, access to student interns, access to investors, and office space. Through these services, the company hopes to grow and create much needed jobs in our community.

The recommended lease conforms to the District's standard lease agreement for DMC tenants and is for a period of one year: July 21, 2015 to July 20, 2016. The square footage for the rentable area included in this lease agreement is 317 square feet.

RECOMMENDATION

It is recommended that the Board of Trustees approve the lease agreement with Septium and authorize the Vice Chancellor of Business Operations and Fiscal Services to execute the agreement on behalf of the District as presented.

Fiscal Impact:	\$3,529.20	Board Date: July 20, 2015
Prepared by:	Enrique Perez, Assistant Vice Chancellor, Educational Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BUSINESS OPERATIONS/ FISCAL SERVICES

To: Board of Trustees	Date: July 20, 2015
Re: Approval of Lease Agreement with Spectrum Knowledge	
Action: Request for Approval	

BACKGROUND

The District operates a business incubator for start-up digital media companies at the Digital Media Center (DMC). The incubator was developed as a result of grant funding received from the U.S. Department of Commerce, Economic Development Administration.

ANALYSIS

Spectrum Knowledge, Inc. provides solutions for many of your research and training needs. Our company consists of diverse cultural, leadership, market research and organizational development specialists who have backgrounds in research and learning-related to these areas.

As a start-up, Spectrum Knowledge looking to validate their business model by taking advantage of the valuable services provided for entrepreneurs at the DMC, including mentorship, access to student interns, access to investors, and office space. Through these services, the company hopes to grow and create much needed jobs in our community.

The recommended lease conforms to the District’s standard lease agreement for DMC tenants and is for a period of one year: July 21, 2015 to July 20, 2016. The square footage for the rentable area included in this lease agreement is 317 square feet.

RECOMMENDATION

It is recommended that the Board of Trustees approve the lease agreement with Spectrum Knowledge and authorize the Vice Chancellor of Business Operations and Fiscal Services to execute the agreement on behalf of the District as presented.

Fiscal Impact: \$6,466.80	Board Date: July 20, 2015
Prepared by: Enrique Perez, Assistant Vice Chancellor, Educational 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: July 20, 2015
Re:	Approval of Lease between RSCCD and St. Peter Evangelical Lutheran Church	
Action:	Request for Approval	

BACKGROUND

Child Development Services has provided child care services for children and families within the Rancho Santiago Community College District at St. Peter Lutheran Church, 1510 N Parton, Santa Ana, since January 2009. The space provides educational child care for 225 children under the district's contract with the California Department of Education, Child Development Division.

ANALYSIS

The attached lease provides the district's use of three children's classrooms with bathrooms, two offices, a teacher's conference room, a teacher's work room, and the shared use of playgrounds, kitchen, pantry, and adult bathrooms. This lease is for the period of July 1, 2015 through June 30, 2016.

The lease costs are paid for by Child Development Services funds.

RECOMMENDATION

It is recommended that the Board of Trustees approve the lease with St. Peter Evangelical Lutheran Church in Santa Ana for facilities to provide child care services as presented.

Fiscal Impact:	\$6,660 per month	Board Date: July 20, 2015
Prepared by:	Janneth Linnell, Executive Director, Child Development Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

LEASE

1. **PARTIES.** This Lease ("Lease"), dated July 1, 2015 for reference purposes only, is made by and between **ST. PETER EVANGELICAL LUTHERAN CHURCH** ("Landlord"), and **RANCHO SANTIAGO COMMUNITY DISTRICT**, a community college district of the State of California ("Tenant" or "District") (Landlord and Tenant may be collectively referred to as the "Parties").

2. **PREMISES.** Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord, subject to the provisions of this Lease, that certain space described in Exhibit "A" attached hereto (herein called the "Premises") located at 1510 N. Parton Street, Santa Ana, California (collectively with any common areas and other improvements, the "Project").

3. **TERM.** The term of this Lease ("Term") shall be for twelve (12) months commencing July 1, 2015 (the "Commencement Date") and ending on June 30, 2016 (the "Termination Date"), unless sooner terminated as provided herein.

4. **POSSESSION.** Possession of the Premises shall be deemed tendered to Tenant ("Tender of Possession") on the date Tenant actually takes possession of the Premises.

5. **RENT.** Tenant hereby covenants and agrees to pay to Landlord six thousand six hundred (\$6,660) per month for the Premises in advance on or before the twenty-fifth (25th) day of each month and every successive calendar month thereafter during the Term hereof. Rent for any period during the Term hereof which is for less than one (1) month shall be a prorated portion thereof.

6. **SECURITY DEPOSIT.** Landlord hereby agrees that it previously received and currently holds Tenant's deposit in the sum of two thousand seven hundred and thirty dollars (\$2,730.00). Said sum shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the Term hereof. If Tenant defaults with respect to any provision of this Lease, including, but not limited to, the payment of any Rent, Landlord may (but shall not be required to) use, apply or retain all or any part of the Security Deposit for the payment of any Rent or any other sum in which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. Landlord shall keep this Security Deposit separate from its general funds. If Tenant shall fully and faithfully perform every material provision of this Lease to be performed by it, the Security Deposit or any balance thereof shall be returned to the Tenant within twenty (20) days following the expiration of the Lease Term.

7. **OPERATING EXPENSES.**

7.1 Landlord shall be responsible for all Operating Expenses as defined herein.

Initials: _____
Landlord Tenant

7.2 The term "Operating Expenses" shall mean any and all expenses incurred by Landlord in connection with the operation, maintenance and repair of the common areas of the Building and Project including, but not limited to the following: charges or fees for, and taxes on, the furnishing of electricity, fuel, water, sewer, gas, oil and other utilities; (at Landlord's sole discretion) security; pest control; cleaning of windows and exterior curtain walls; janitorial services; trash and snow removal; landscaping and repair and maintenance of grounds; salaries, wages, and benefits for employees of Landlord engaged in the operation, maintenance or repair of the Project including benefits, payroll taxes and worker's compensation insurance (or only a pro rata portion if such employees are not dedicated exclusively to the Project); license fees and governmental permits; casualty and liability insurance; costs of repairing casualties or losses to the building (s), for which Landlord does not receive insurance proceeds covering the entire loss; costs for code compliance; cleaning supplies; uniforms and dry cleaning service; supplies, repairs, replacements and other expenses for maintaining and operating the Project at the time it was constructed or the installation of any device or other equipment which improves the operating efficiency of any system within the Project and thereby reduces the cost of operating said system(s); Landlord's accounting fees and costs for the system within the Project and thereby reduces Operating Expenses; Landlord's accounting fees and costs for the preparation of statements of operating expenses or incurred in order to reduce operating expenses; legal fees and costs relating to the operation, repair or maintenance of the Project or incurred in order to reduce operating expenses; service or management contracts with independent contractors and general overhead; administrative expenses; management fees; telephone, stationery; and the costs of any other items which, under generally accepted accounting principles constitute operating and maintenance costs attributable to any or all of the Project.

7.3 Tenant shall have no responsibility for any of the following expenses: (1) the construction costs for any expansion of the Building or Project; (2) ground rent or debt service (including, but without limitation, interest and principal) required to be made on debt incurred by Landlord and relating to any portion of the Building or Project; (3) costs for which Landlord has a right to receive reimbursement from others; (4) depreciation of the Project or other said improvements; (5) costs occasioned by Landlord's fraud or willful misconduct; (6) environmental pollution assessment and remediation related costs not caused by Tenant or its agents; (7) leasing commissions; (8) expenses paid from reserve amounts previously included in Operating Expenses; (9) costs of any items to the extent Landlord receives reimbursement from insurance proceeds or from a third party (such proceeds or reimbursement to be credited to Operating Expenses in the year in which received, except that any commercially reasonable deductible amount under any insurance policy shall be included within Operating Expenses charges when incurred by Landlord); (10) costs arising from Landlord's charitable or political contributions; (11) cost of the initial construction and installation of the Project (including the Common Area) and of correcting any defects in or inadequacy of the initial design or construction of the Project or of making any repairs of such initial construction to the extent covered by construction warranty; whether for the Project or pursuant to any work letter with a tenant, (12) tax penalties incurred or interest charged as a result of Landlord's failure to make payments for such items to the extent required by this Lease, except to the extent not caused by Tenant's failure to make such payments when due under this Lease; (13) repairs or other work occasioned by fire, storm, flood or other insured casualty or by the exercise of eminent domain, to the extent Landlord is reimbursed by warranty or insurance or by the condemning authority, or would have been reimbursed if Landlord had maintained in force the insurance required to be

Initials: _____
Landlord Tenant

carried by Landlord under this Lease; (14) attorneys' and other professional fees, costs and disbursements and other expenses incurred in connection with procuring new tenants and/or negotiations or disputes with present or prospective tenants or other occupants of the Project, except to the extent incurred as a result of Tenant's acts or omissions; (15) repairs, alterations, additions, improvements or replacements made to rectify or correct any condition with respect to the Project that is in violation of applicable Laws on the date of execution of this Lease; (16) salaries, wages or other compensation paid to officers or executives of Landlord; (17) overhead and profit increment paid to a subsidiary, affiliate or other entity related to Landlord for services to the extent they are in excess of the amount that would be paid in the absence of such affiliation; (18) specific costs incurred for the account of, separately billed to and paid by specific tenants in the Project; (19) cost of capital improvements which are defined as any expenditures of the type which do not normally recur more frequently than every five (5) years in the normal course of operation and maintenance of the Project; (20) any increase in real property taxes resulting from a change in ownership of the Building or Project that occurs during the Term of this Lease or any extensions or renewals thereof; and (21) income, excess profits, or franchise taxes or other such taxes imposed on or measured by the income of Landlord from the operation of the Project. For purposes of this Lease, "change in ownership" has the same definition as in California Revenue and Taxation Code Sections 60 through 68, inclusive, and/or any amendments or successor statutes to such sections.

8. **USE.** Tenant shall use the Premises for a State Pre-School Program for underprivileged children and any incidental uses and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord.

Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire or other insurance upon the Project or any of its contents, or cause cancellation of any insurance policy covering said Project or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises which will (a) in any way obstruct or interfere with the rights of other Tenants or occupants of the Project or injure them, (b) allow the Premises to be used for any improper, immoral, or unlawful purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises or (c) violate any codes, laws or regulations of city, state or federal authorities. Tenant shall not commit nor suffer to be committed any waste in or upon the Premises.

8.1 **Condition of Premises.**

Landlord shall deliver the Premises to Tenant in a clean condition on the Lease Commencement Date. Landlord represents and warrants that as of the Commencement Date, but without regard to any alterations or improvements made by Tenant, the Premises does not violate any covenants or restrictions of record, any applicable building code, or any regulations or ordinances in effect on the Commencement Date. In the event that it is determined that this warranty has been violated, then it shall be the obligation of the Landlord, after written notice from Tenant, to promptly, at Landlord's sole cost and expense, to rectify any such violation. Except as otherwise provided in this Lease, Tenant hereby accepts the Premises and the Project in their as is condition existing as of the Lease Commencement Date or the date that Tenant takes possession of the Premises, whichever is earlier.

Initials: _____
Landlord Tenant

9. MAINTENANCE, REPAIRS, ALTERATIONS AND COMMON AREA SERVICES.

9.1 Landlord's Obligations. Landlord represents and warrants that to its actual knowledge, the Premises and the structural elements, roof and building systems of the Building are seismically and otherwise in sound condition and in compliance with all applicable federal, state and local laws, statutes, applicable building codes, ordinances and governmental rules, regulations or requirements now in force, including, without limitation, handicapped accessibility standards set forth in the ADA. Landlord has disclosed all known conditions, including, but not limited to, environmental contamination, restrictions on utilities, or exclusive use restrictions, that would adversely affect Tenant's use of the Premises. Landlord shall (i) maintain, repair and replace the structural portions of the Project, including but not limited to the foundation, floor/ceiling slabs, roof, curtain wall, exterior glass, columns, beams, shafts, stairs, stairwells and elevator cabs and common areas, and (ii) maintain, repair and replace (as reasonably determined by Landlord to be appropriate) the basic mechanical, electrical, life safety, plumbing, sprinkler systems and heating, ventilating and air-conditioning systems (provided, however, that Landlord's obligation with respect to any such systems shall be to repair, maintain and replace those portions of the systems located in the core of the Project or in other areas outside of the Premises, but Tenant shall be responsible to repair and maintain any distribution of such systems in the Premises).

A. HVAC Warranty. Landlord warrants and represents that the heating and air-conditioning ("HVAC") systems and equipment within the Premises are in good working order as of the date hereof and will remain so for the term of this Lease, ordinary wear and tear and negligence of Tenant excepted. In the event that any such systems and/or equipment fail, the cost to repair or replace shall be the sole responsibility of Landlord and no portion of such cost will be passed through to Tenant.

9.2 Tenant's Obligations.

A. Notwithstanding Landlord's obligation to keep the Premises in good condition and repair, Tenant shall be responsible for payment of the cost thereof to Landlord as additional Rent for (i) that portion of the cost of any maintenance and repair of the Premises, or any equipment, (wherever located) that serves only Tenant or the Premises, to the extent such cost is attributable to causes beyond normal wear and tear and (ii) for any other costs which are incurred in on or about the Premises because of Tenant's particular use or actions. Tenant shall be responsible for the cost of painting, replacing, repairing and/or maintaining wall coverings or any Premises improvements that are not ordinarily a part of the Premises or that are above then Project standards, including but not limited to all telephone or computer related wire or cabling. Landlord may, at its option, upon reasonable notice, elect to have Tenant perform any particular such maintenance or repairs the cost of which is otherwise Tenant's responsibility hereunder.

B. On the last day of the Term hereof, or on any sooner termination, Tenant shall surrender the Premises to Landlord in good condition, ordinary wear and tear excepted, clean and free of debris. Tenant shall repair any damage to the Premises occasioned by the installation or removal of Tenant's trade fixtures, alterations, furnishings and equipment.

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Landlord Tenant

9.3 Alterations and Additions.

A. Tenant shall not, without Landlord's prior written consent, make any alterations, improvements, additions, utility installations or repairs in, on or about the Premises, except for non-structural modifications, installation of trade fixtures (for purposes of this Lease, "trade fixtures" is defined as removable personal property that Tenant attaches to the Premises for business purposes), installations or repairs.

B. Any alterations, improvements, additions or utility installations in or about the Premises that Tenant shall desire to make or are required to be made by the city or other governing authority because of Tenant's use or alteration, improvement, addition or utility installation, shall be presented to Landlord in written form, with proposed detailed plans and the cost thereof, including the cost of alterations or improvements to the common areas of the Project all of which shall be borne by Tenant unless otherwise agreed to in writing. If Landlord shall give its consent to Tenant's making such alteration, improvement, addition or utility installation, the consent shall be deemed conditioned upon Tenant acquiring a permit to do so from the applicable governmental agencies, furnishing a copy thereof to Landlord prior to the commencement of the work and compliance by Tenant with all conditions of said permit in a prompt and expeditious manner. In the event Tenant utilizes any common areas for any utility installations, including but not limited to, phones or telecommunications equipment, Tenant shall do so at its sole risk and shall provide its own security for such installations.

C. With the exception of trade fixtures, all alterations, improvements, additions and utility installations (whether or not such utility installations constitute trade fixtures of Tenant), which may be made to the Premises by Tenant, including but not limited to, floor coverings, panelings, doors, drapes, built-ins, moldings, sound attenuation, lighting and telephone or communication systems, conduit, wiring and outlets shall be made and done in a good and workmanlike manner and of good and sufficient quality and materials and shall be the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the Lease Term.

9.4 Utility Additions. Landlord reserves the right to install new or additional utility facilities throughout the Project, at Landlord's sole cost and expense, for the benefit of Landlord or Tenant, or any other tenant of the Project, including, but not by way of limitation, such utilities as plumbing, electrical systems, communication systems, and fire protection and detection systems, so long as such installations do not unreasonably interfere with Tenant's use of the Premises.

10. LIENS. Tenant shall promptly pay and discharge all claims for work or labor done, supplies furnished or services rendered and shall keep the Premises free and clear of all mechanic and materialman liens in connection therewith.

11. ASSIGNMENT AND SUBLETTING. Tenant shall not assign, transfer, mortgage or encumber this Lease or sublet all or a portion of the Premises without obtaining the prior written consent of Landlord, nor shall any assignment or transfer of this Lease be effective by operation of law or otherwise without the prior written consent of Landlord, which consent shall not be

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unreasonably withheld. Any request for consent shall be in writing and provide sufficient information for Landlord to determine the financial strength of such assignee or subtenant. A consent to one assignment or subletting shall not be deemed to be a consent to any subsequent assignment or subletting. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under the terms of the Lease, unless agreed to in writing by Landlord. Landlord shall respond to any request for assignment or subletting within ten (10) days of written request by Tenant.

12. INSURANCE AND INDEMNITY.

12.1 Self-Insurance - Tenant. The insurance requirements set forth under this Section 12 may be satisfied by a self-insurance program approved by the District's governing Board of Education. As of the execution of this Lease, the Tenant is self-insured.

12.2 Liability Insurance - Tenant. Tenant shall, at Tenant's expense, obtain and keep in force during the Term of this Lease a policy of liability insurance in an amount not less than \$1,000,000 per occurrence and aggregate insuring Tenant, with Landlord as an additional insured, against all liability arising out of the use, occupancy or maintenance of the Premises.

12.3 Liability Insurance - Landlord. Landlord shall, at Landlord's expense, obtain and keep in force during the Term of this Lease a policy of liability insurance in an amount not less than \$1,000,000 per occurrence and aggregate insuring Landlord, but not Tenant, against all liability arising out of the ownership, use, occupancy or maintenance of the Buildings and Project of which the Premises are a part.

12.4 Property Insurance - Tenant. Tenant shall, at Tenant's expense, obtain and keep in force during the Term of this Lease for the benefit of Tenant, replacement cost and fire and extended coverage insurance, with vandalism and malicious mischief, in an amount sufficient to cover not less than the full replacement cost, as the same may exist from time to time, of Tenant's personal property, fixtures, equipment and tenant improvements.

12.5 Property Insurance - Landlord. Landlord shall, at Landlord's expense, obtain and keep in force during the Term of this Lease a policy or policies of insurance covering loss or damage to the Building and Project improvements, but not Tenant's personal property, fixtures, equipment or tenant improvements, in the amount of the full replacement cost thereof, as the same may exist from time to time, providing protection against all perils included with the classification of fire, extended coverage, vandalism, malicious mischief, plate glass and such other perils as Landlord deems advisable or may be required by a lender having a lien on the Building or Project. In addition, Landlord shall obtain and keep in force, during the Term of the Lease, a policy of rental value insurance covering a period of one year, with loss payable to Landlord, which insurance shall also cover all Operating Expenses for said period. Tenant will not be named in any such policies carried by Landlord and shall have no right to any proceeds therefrom. The policies required by Section 12.3 and 12.5 shall contain such deductibles as Landlord or its lender may require. If the Premises shall suffer an insured loss as defined in Section __ hereof, the deductible amounts under the applicable insurance policies shall be deemed an Operating Expense. Tenant shall not do or permit anything to be done which shall invalidate the insurance policies carried by Landlord. Tenant shall pay the entirety of any

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increase in the property insurance premium for the Building over what it was immediately prior to the commencement of the Term if the increase is specified by Landlord's insurance carrier as being caused by the nature of Tenant's occupancy.

12.6 Insurance Policies. Subject to Section 12.1 above, Tenant shall deliver to Landlord copies of liability insurance policies required under this Section 12 or certificates evidencing the existence and amounts of such insurance within seven (7) days after the Commencement Date of this Lease. No such policy shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to Landlord. Tenant shall, at least thirty (30) days prior to the expiration of such policies, furnish Landlord with renewals thereof. All policies shall name Landlord as additional insured.

12.7 Waiver of Subrogation. As long as their respective insurers so permit, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage or other property insurance policies existing for the benefit of the respective parties. Each party shall apply to their insurers to obtain said waivers. Each party shall obtain any special endorsement, if required by their insurer to evidence compliance with this waiver.

12.8 Indemnity. Tenant shall indemnify and hold harmless Landlord (including all officers, directors, shareholders, agents and employees of the same), from and against any and all claims, losses, damages, or liability because of injuries or death of persons or damage to, destruction, loss or theft of property caused by the active negligence or willful misconduct of Tenant, its employees, agents, or contractors during the course of Tenant's use of the Premises under this Agreement but only to the extent that such claims, losses, damages, or liability could have been brought directly against the Tenant.

Landlord shall indemnify and hold harmless Tenant (including all officers, directors, shareholders, agents and employees of the same), from and against any and all claims, losses, damages, or liability because of injuries or death of persons or damage to, destruction, loss or theft of property arising from Landlord's ownership, management, use or operation of the Project, unless caused by the active negligence or willful misconduct of Tenant, its employees, agents, or contractors relating to the Premises, Building or Project.

13. SERVICES AND UTILITIES. Landlord shall furnish to the Premises Monday through Friday, 6:30 a.m. to 6:30 p.m., during generally recognized business days, subject to the rules and regulations of the Project of which the Premises are a part in such reasonable quantities as in the judgment of Landlord is reasonably necessary for the comfortable occupancy of the Premises for general office purposes: (a) electricity for normal lighting; (b) the electricity for fractional horsepower office machines 24 hours per day, 365 days per year; and (c) heat and air conditioning. Landlord shall also maintain and keep lighted the common stairs, common entries and toilet rooms in the Project of which the Premises are a part.

14. REAL PROPERTY TAXES.

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Landlord Tenant

14.1 **Payment of Taxes.** Landlord shall pay the Real Property Tax, as defined in Section 14.3, applicable to the Project. The Tenant, as a public entity, is exempt from payment of Real Property Taxes and shall not be responsible for any Real Property Taxes with respect to Property. Tenant makes no representation or warranty with respect to any tax or business matters related to Landlord's disposition of the Property, and Landlord expressly acknowledges that it has consulted its own legal counsel and consultants regarding all necessary tax and business related matters associated with the disposition of the Property.

14.2 **Additional Improvements.** Tenant shall not be responsible for paying any increase in Real Property Tax specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other tenants or by Landlord for the exclusive enjoyment of any other tenant.

15. **OPTION TO EXTEND TERM.** Provided that Tenant is not in default under this Lease at the time the option is exercised, Tenant shall have the option to extend the Lease Term (the "Option") for two (2) consecutive one (1) year periods (each, an "Option Period") commencing on the expiration of the initial Lease Term. Tenant shall provide Landlord not more than sixty (60) days written notice of its intent to exercise the Option. The Option shall apply to the entire Premises.

16. **LANDLORD'S ACCESS.**

16.1 Upon prior notice, Lessee shall make the premises available during normal business hours to Lessor, authorized agent or representative, for the purpose of entering to (a) make necessary or agreed upon repairs, decorations, alterations or improvements or supply necessary or agreed upon service, or (b) inspect the premises as deemed necessary. In an emergency, Lessor, authorized agent or representative may enter the premises, at any time, without prior permission from Lessee. Church members or representatives may not walk through leased spaces during school hours without prior authorization and or notice. This is in order to comply with licensing regulations.

16.2 In the event that Landlord's entry onto the Premises may take place at a time or under circumstances that could result in contact with any under age pupils (younger than 18 years of age), Landlord's right to enter the Premises is conditioned on compliance with requirements of state law regarding fingerprinting and background checks as set forth in Education Code Section 45125.2.

17. **DAMAGE OR DESTRUCTION.**

17.1 **Definitions.** The following Definitions "A" through "G" shall have the same meaning throughout the Lease as they do in this Section 17.

A. "Premises Damage" shall mean if the Premises are damaged or destroyed to any extent.

B. "Premises Project Partial Damage" shall mean if the Project of which the

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Premises are a part is damaged or destroyed to the extent that the cost to repair is less than fifty percent (50%) of the then Replacement Cost of the Project.

C. "Premises Project Total Destruction" shall mean if the Project of which the Premises are a part is damaged or destroyed to the extent that the cost to repair is fifty percent (50%) or more of the then Replacement Cost of the Project.

D. "Project" shall mean the site and all of the buildings located thereon.

E. "Project Total Destruction" shall mean if the Project buildings are damaged or destroyed to the extent that the cost of repair is fifty percent (50%) or more of the then Replacement Cost of the Project buildings.

F. "Insured Loss" shall mean damage or destruction which was caused by an event required to be covered by the insurance described in Section 12. The fact that an Insured Loss has a deductible amount shall not make the loss an uninsured loss.

G. "Replacement Cost" shall mean the amount of money necessary to be spent in order to repair or rebuild the damaged area to the condition that existed immediately prior to the damage occurring, excluding all improvements made by Tenants, other than those installed by Landlord at Tenant's expense.

17.2 Premises Damage; Premises Project Partial Damage.

A. Insured Loss: Subject to the provisions of Sections 17.4 and 17.5, if at any time during the Term of this Lease there is damage which is an Insured Loss and which falls into the classification of either Premises Damage or Premises Project Partial Damage, then Landlord shall, as soon as reasonably possible and to the extent the required materials and labor are readily available through usual commercial channels, at Landlord's expense, repair such damage (but not Tenant's fixtures, equipment or Tenant improvements originally paid for by Tenant) to its condition existing at the time of the damage, and this Lease shall continue in full force and effect.

B. Uninsured Loss: Subject to the provisions of Sections 17.4 and 17.5, if at any time during the Term of this Lease there is damage which is not an Insured Loss and which falls within the classification of Premises Damage or Premises Project Partial Damage, unless caused by a negligent or willful act of Tenant (in which event Tenant shall make the repairs at Tenant's expense), which damage prevents Tenant from making any substantial use of the Premises, Landlord may at Landlord's option either (i) repair such damage as soon as reasonably possible at Landlord's expense, in which event this Lease shall continue in full force and effect, or (ii) give written notice to Tenant within thirty (30) days after the date of the occurrence of such damage of Landlord's intention to cancel and terminate this Lease, in which case this Lease shall terminate as of the date of the occurrence of such damage.

17.3 Premises Project Total Destruction: Project Total Destruction. Subject to the provisions of Sections 17.4 and 17.5, if at any time during the Term of this Lease there is damage, whether or not it is an Insured Loss, which falls into the classifications of either (i)

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Premises Project Total Destruction, or (ii) Project Total Destruction, then Landlord may at Landlord's option either (i) repair such damage or destruction as soon as reasonably possible at Landlord's expense (to the extent the required materials are readily available through usual commercial channels) to its condition existing at the time of the damage, but not Tenant's fixtures, equipment or Tenant improvements, and this Lease shall continue in full force and effect, or (ii) give written notice to Tenant within thirty (30) days after the date of the occurrence of such damage of Landlord's intention to cancel and terminate this Lease, in which case this Lease shall terminate as of the date of the occurrence of such damage.

17.4 Damage Near End of Term.

A. If at any time during the last twelve (12) months of the Term of this Lease there is substantial damage to the Premises, Landlord may at Landlord's option cancel and terminate this Lease as of the date of occurrence of such damage by giving written notice to Tenant of Landlord's election to do so within thirty (30) days after the date of the occurrence of such damage.

B. Notwithstanding Section 17.3, in the event that Tenant has an option to extend or renew this Lease, and the time within which said option may be exercised has not yet expired, Tenant shall exercise such option, if it is to be exercised at all, no later than twenty (20) days after the occurrence of an Insured Loss falling within the classification of Premises Damage during the last twelve (12) months of the term of this Lease. If Tenant duly exercises such option during said twenty (20) day period, Landlord shall, at Landlord's expense, repair such damage, but not Tenant's fixtures, equipment or Tenant improvements, as soon as reasonably possible and this Lease shall continue in full force and effect. If Tenant fails to exercise such option during said twenty (20) day period, then Landlord may at Landlord's option terminate and cancel this Lease as of the expiration of said twenty (20) day period, notwithstanding any term or provision in the grant of option to the contrary.

17.5 Abatement of Rent; Tenant's Remedies.

A. In the event Landlord repairs or restores the Project or Premises pursuant to the provisions of this Section 17 and any part of the Premises are not usable (including loss of use due to loss of access or essential services), the Rent payable hereunder (including Tenant's Pro Rata Share of Excess Expenses) for the period during which such damage, repair or restoration continues shall be abated, provided (i) the damage was not the result of the negligence of Tenant, and (ii) such abatement shall only be to the extent the operation and profitability of Tenant's business as operated from the Premises is adversely affected. Except for said abatement of Rent, if any, Tenant shall have no claim against Landlord for any damage suffered by reason of any such damage, destruction, repair or restoration.

B. If Landlord shall be obligated to repair or restore the Premises or the Project under the provisions of this Section 17 and shall not commence such repair or restoration within ninety (90) days after such occurrence, or if Landlord shall not complete the restoration and repair within six (6) months after such occurrence, Tenant may at Tenant's option cancel and terminate this Lease by giving Landlord written notice of Tenant's election to do so at any time prior to the commencement or completion, respectively, of such repair or restoration. In such

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event this Lease shall terminate as of the date of such notice.

C. Tenant agrees to cooperate with Landlord in connection with any such restoration and repair, including but not limited to the approval and/or execution of plans and specifications required.

17.6 **Waiver.** Landlord and Tenant waive the provisions of any statute which relate to termination of leases when leased property is destroyed and agree that such event shall be governed by the terms of this Lease.

18. DEFAULT; REMEDIES.

18.1 **Default.** The occurrence of any one or more of the following events shall constitute a material default of this Lease by Tenant:

A. The vacation or abandonment of the Premises by Tenant. Vacation or abandonment of the Premises shall include the failure to occupy the Premises for a continuous period of sixty (60) days or more, whether or not the Rent is paid;

B. The failure by Tenant to make any payment of Rent or any other monetary payment required to be made by Tenant hereunder within ten (10) days of the due date;

C. The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's noncompliance is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within thirty (30) days from receipt of the notice and thereafter diligently pursues such cure to completion;

D. (i) The making by Tenant of any general arrangement or general assignment for the benefit of creditors; (ii) Tenant becoming a "debtor" as defined in 11 U.S.C. Section 101 or any successor statute thereto (unless, in the case of a petition filed against Tenant, the same is dismissed within ninety (90) days; (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within sixty (60) days; or (iv) the attachment, execution of other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within sixty (60) days. In the event that any provision of this Section 18.1 (D) is contrary to any applicable law, such provision shall be of no force or effect; or

18.2 **Remedies.** In the event of any material default or breach of this Lease by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default;

A. Terminate Tenant's right to possession of the Premises by a lawful means,

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in which case this Lease and the Term hereof shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorney's fees, and any real estate commission actually paid; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid Rent for the balance of the term after the time of such award exceeds the amount of such Rent loss for the same period that Tenant proves could be reasonably avoided; the leasing commission paid by Landlord to release the Premises and which is applicable to the unexpired Term of this Lease.

B. Maintain Tenant's right to possession in which case this Lease shall continue in effect whether or not Tenant shall have vacated or abandoned the Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the Rent as it becomes due hereunder.

C. Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of that state wherein the Premises are located. Unpaid installments of Rent and other unpaid monetary obligations of Tenant under the terms of this Lease shall bear interest from the date due in accordance with Section 28 herein.

18.3 Default by Landlord. Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such 30-day period and thereafter diligently pursues the same to completion.

18.4 Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord of Base Rent due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges and late charges which may be imposed on Landlord by the terms of any mortgage or trust deed covering the Project. Accordingly, if any installment of Base Rent due from Tenant shall not be received by Landlord or Landlord's designee by the tenth (10th) day of any month in which Rent is due, then, without any requirement for notice to Tenant, Tenant shall pay to Landlord a late charge equal to five percent (5%) of such overdue amount. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

19. ESTOPPEL CERTIFICATE.

19.1. Each Party (as "responding party") shall at any time upon not less than ten (10)

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days prior written notice from the other Party ("requesting party") execute, acknowledge and deliver to the requesting Party a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to the responding Party's knowledge, any uncured defaults on the part of the requesting Party, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Project or of the business of Tenant.

19.2. At the requesting Party's option, the failure to deliver such statement within such time shall be a material default of this Lease by the Party who is to respond, without any further notice to such Party, or it shall be conclusive upon such Party that (i) this Lease is in full force and effect, without modification except as may be represented by the requesting Party, (ii) there are no uncured defaults in the requesting Party's performance, and (iii) if Landlord is the requesting Party, not more than one month's Base Rent has been paid in advance.

20. **PARKING.** Tenant shall be entitled to use non-reserved parking spaces at no cost to Tenant.

21. **LANDLORD AND OWNER(S) LIABILITY.** Landlord's liability under this Lease is limited to its actual ownership interest in the Project. Tenant expressly agrees that the obligations and liability of Landlord under this Lease and all executed documents related thereto shall not constitute personal obligations of Landlord and its agents, partners and lenders, affiliates, subsidiaries or any other entities or persons involved in the management or ownership of the Project (including all officers, directors and shareholders of the same).

22. **SEVERABILITY.** The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

23. **TIME OF ESSENCE.** Time is of the essence with respect to the obligations to be performed under this Lease.

24. **NOTICES.** Any notice required or permitted to be given hereunder must be in writing and must be given by either certified or registered mail, return receipt requested, or by personal delivery, and shall be deemed sufficiently given if delivered or addressed (if mailed) to Tenant or to Landlord at the address below the signature of the respective Parties or to the Premises, if the notice is to Tenant, and no address is below Tenant's signature on the signature page of this Lease. However, any notice from Tenant whereby Tenant is exercising an Option, if any, or a notice describing a Landlord default must be sent via certified or registered mail, return receipt requested or by personal delivery with a written verification of receipt from the Property Manager or an officer of Landlord. Mailed notices shall be deemed given upon actual receipt at the address required, or three (3) working days following deposit in the U.S. mail, postage prepaid, whichever first occurs. Either Party may, by notice to the other, specify a different address for notice purposes. A copy of all notices required or permitted to be given to Landlord hereunder must be concurrently transmitted to such Party or Parties at such addresses as Landlord may from time to time designate either in writing or under Landlord's signature block on the signature page of this Lease.

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25. **WAIVERS.** No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant. The acceptance of Rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent.

26. **CUMULATIVE REMEDIES.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

27. **COVENANTS AND CONDITIONS.** Each provision of this Lease performable by Tenant shall be deemed both a covenant and a condition.

28. **BINDING EFFECT; CHOICE OF LAW.** Subject to any provisions hereof restricting assignment or subletting by Tenant and subject to the provisions of Section 23, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State where the Project is located and any litigation concerning this Lease between the Parties hereto shall be initiated in the county in which the Project is located.

29. **ATTORNEY'S FEES.** In the event that it becomes necessary for either party to initiate legal proceedings to enforce any provision of this Lease, each party shall bear its own litigation costs and expenses, including attorney's fees.

30. **MERGER.** The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, or a termination by Landlord, shall not work a merger, and shall, at the option of Landlord, terminate all or any existing subtenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subtenancies.

31. **CONSENTS.** Except when Landlord has its "sole discretion", wherever in this Lease the consent of one Party is required to an act of the other Party, such consent shall not be unreasonably withheld or delayed.

32. **QUIET POSSESSION.** Upon Tenant paying the Rent for the Premises and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant's shall have quiet possession of the Premises for the entire Term hereof subject to all of the provisions of this Lease.

33. **HOLDING OVER.** If Tenant remains in possession of the Premises or any part thereof after the expiration of the Term hereof, such occupancy shall be a tenancy from month to month subject to all conditions, provisions, and obligations of this Lease in effect on the last day of the Term.

34. **RULES AND REGULATIONS.** Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate. Landlord reserves the

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right from time to time to make all reasonable modifications to said rules. The additions and modifications to those rules shall be binding upon Tenant upon delivery of a copy of them to Tenant. Landlord shall not be responsible to Tenant for the nonperformance of any said rules by any other Tenants or occupants.

35. **PERFORMANCE UNDER PROTEST.** If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment, and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease.

36. **AUTHORITY.** Tenant, and each individual executing this Lease on behalf of Tenant, represents and warrant that such individual is duly authorized to execute and deliver this Lease on behalf of said entity.

37. **CONFLICT.** Any conflict between this Lease and its Exhibit(s) or Addenda(s), if any, the Exhibit(s) or Addenda(s) shall control and prevail. In the event of a conflict between any typewritten or handwritten provisions the handwritten provisions, if any, shall control and prevail.

38. **BINDING EFFECT.** This Lease shall become binding upon Landlord and Tenant only when fully executed by both Parties.

39. **MULTIPLE PARTIES.** If more than one person or entity is named as either Landlord or Tenant herein, except as otherwise expressly provided herein, the obligations of the Landlord or Tenant herein shall be the joint and several responsibility of all persons or entities named herein as such Landlord or Tenant, respectively.

40. **COUNTERPARTS.** This Lease may be executed in counterparts, each of which shall be deemed an original, and when taken together shall constitute the original executed Lease.

41. **ENVIRONMENTAL CONDITIONS.** Landlord shall be responsible for the environmental condition of the Premises and Project and all matters caused by the Landlord, its agents, employees, tenants (excluding Tenant), contractors, guests and invitees. Tenant shall be responsible only for its actions or work.

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LANDLORD AND TENANT HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS LEASE, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LANDLORD AND TENANT WITH RESPECT TO THE PREMISES. IF THIS LEASE HAS BEEN FILLED IN IT HAS BEEN PREPARED FOR SUBMISSION TO YOUR ATTORNEY FOR HIS APPROVAL. NO REPRESENTATION OR RECOMMENDATION IS MADE BY LANDLORD OR TENANT AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION RELATING THERETO; LANDLORD AND TENANT SHALL RELY SOLELY UPON THE ADVICE OF THEIR OWN LEGAL COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

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IN WITNESS WHEREOF, the Parties have executed this Lease effective as of the date first written above.

LANDLORD:

a _____

By: _____

Its: _____

By: _____

Its: _____

Date: _____

Address for Notices:

Attention: _____

Facsimile: _____

Tax ID#: _____

E-Mail: _____

TENANT:

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

a _____

By: _____

Its: _____

Date: _____

Address for Notices:

Attention: _____

Facsimile: _____

Tax ID#: _____

E-Mail: _____

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EXHIBIT "A"

"PREMISES"

Use of 100% of the Fellowship Hall, 2235 sq. ft.; office (Rm. 8), 130 sp. ft.; shared storage space (Rm. 6), 130 sq. ft.; (cannot share during school hours)– 2 restrooms/hallway, 375 sq. ft.; (not during school hours)of kitchen, 205 sq. ft.; office (Rms. 14/15, 350 sq. ft.; upstairs classrooms/restroom, 1345 sq. ft.; upstairs offices (Rms. 22/23) 190 sq. ft.; (Total sq. ft. 4960), shared use of three refrigerators and one freezer; two outside storage sheds; plus two outside play areas; non-exclusive use of parking lot; occasional use of Memorial Room, subject to availability, with advance notice; all facilities located on St. Peter Lutheran Church property to be used for a State Pre-School Program for underprivileged children. Any additional charges for space, equipment and/or services shall be an additional cost beyond what is hereby agreed. Lessor retains first priority on use of all facilities (after school hours) but will provide Lessee with a minimum of seven (7) days notice in writing for any church entity or organization requiring use of any of the above mentioned facilities.

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EXHIBIT "B"

FLOOR PLAN

Floor Plan Showing Premises

Deemed to be approximately 2235 sq. ft.; office (Rm. 8), 130 sp. ft.; shared storage space (Rm. 6), 130 sq. ft.; shared use – 2 restrooms/hallway, 375 sq. ft.; shared use of kitchen, 205 sq. ft.; office (Rms. 14/15, 350 sq. ft.; upstairs classrooms/restroom, 1345 sq. ft.; upstairs offices (Rms. 22/23) 190 sq. ft.; Total sq. ft. 4960.

[See attached]

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

To:	Board of Trustees	Date: July 20, 2015
Re:	Approval of Amendment to Agreement with Donald Krotee Partnership, Inc. for Professional Design Services for the 17 th and Bristol Streets Parking Lot Project at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

This is an amendment to an existing agreement for clarification of compensation, additional services and an extension of time. On March 10, 2014 the Board of Trustees approved an agreement with Donald Krotee Partnership, Inc. for Professional Design Services for the 17th and Bristol Streets Parking Lot Project at Santa Ana College based on RFP #1314-26. The District is in need of additional services for a value engineering exercise to reduce the construction cost of the project and to develop design options to meet a target construction budget. Additionally, the District has updated the construction schedule for the project and an extension of time is needed.

ANALYSIS:

The amendment of this agreement is to revise the compensation for basic services from hourly, not-to-exceed to a fixed fee, to extend for time, and for additional services in the amount of \$15,000. The revised contract amount is \$98,356, which includes \$1,500 reimbursable expenses. The services covered by this agreement commenced on March 11, 2014 and the new end date has been revised from December 31, 2015 to December 31, 2016.

This agreement is funded by Measure Q.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amendment with Donald Krotee Partnership, Inc. for Professional Design Services for the 17th and Bristol Streets Parking Lot Project at Santa Ana College as presented.

Fiscal Impact:	\$15,000	Board Date: July 20, 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: 7/20/15

Project: Parking Lot at 17th and Bristol Street

Site: **Santa Ana College**

Consultant: **Donald Krotee Partnership**

Type of Service: Architectural Engineering Services

Agreement Summary	No.	Amount	Reimbursables	Start	Duration	
						End
Contract Amount		\$ 81,856.00	\$ 1,500.00	3/11/2014		12/31/2015
Amendment #1		\$ 15,000.00		3/11/2014		12/31/2016
New Total Agreement Amount		\$ 98,356.00				
		<i>(Not to exceed)</i>				

DESCRIPTION:

Amendment to existing agreement for architectural engineering service for the parking lot project at 17th and Bristol Street.

Total Proposed Amount: \$ 15,000.00

Contract End Date: 12/31/2016

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

To:	Board of Trustees	Date: July 20, 2015
Re:	Approval of Amendment to Agreement with Ninyo & Moore for Materials Testing and Inspection Consulting Services for the Dunlap Hall Renovation Project at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

This is an amendment to an existing agreement for additional required testing and inspection services due to the extension of the construction. On April 14, 2014 the Board of Trustees approved an agreement with Ninyo & Moore for materials testing and inspection consulting services for the Dunlap Hall Renovation project at Santa Ana College based on RFP #1314-48. The District is in need of additional services for specialty inspections due to conditions during construction which required additional tests due to an extension of time on the project. The additional services includes multiple tests for the pile foundation system, soils, rebar and fiber reinforced polymer adhesion testing.

ANALYSIS:

The services covered by the existing agreement commenced on April 15, 2014 and will be completed on December 31, 2015. The additional services covered by this amendment is for a not-to-exceed amount of \$249,000. The revised contract amount is \$418,849.

This agreement is funded by Measure Q.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amendment with Ninyo & Moore for Materials Testing and Inspection Services for the Dunlap Hall Renovation project at Santa Ana College as presented.

Fiscal Impact:	\$249,000	Board Date: July 20, 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	

Board Agreement Summary

Board Date: 7/20/15

Project: Dunlap Hall Renovation

Site: Santa Ana College

Consultant: Ninyo & Moore

Type of Service: Materials Testing and Inspection

Agreement Summary	No.	Amount	Reimbursables	Start	Duration End
Contract Amount		\$169,849.00	\$ -	4/15/2014	12/31/2015
Amendment #1		\$249,000.00			
Total Agreement Amount		\$418,849.00			
		<i>(Not to exceed)</i>			

DESCRIPTION:

Amendment to existing agreement for materials testing and inspection consulting services for the Dunlap Hall Renovation Project at Santa Ana College

\$249,000.00

Total Proposed Amount:

Contract End Date:

12/31/2015

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

To:	Board of Trustees	Date: July 20, 2015
Re:	Ratification of Agreement with P2S Engineering for Engineering Services for a Feasibility Study for the Central Plant Project at Santa Ana College	
Action:	Request for Ratification	

BACKGROUND:

This is a new agreement for engineering services with P2S Engineering, Inc. The District is in need of a Mechanical/Electrical/Plumbing engineering consultant to assist the District with a required feasibility study for Southern California Edison (SCE) Permanent Load Shifting Program. The study is to provide an evaluation of the technical feasibility and economic viability of installing a new Thermal Energy Storage System “TES” at Santa Ana College to determine if the project qualifies for various incentive programs. The feasibility study is a requirement of the application process for SCE. The TES at the new central plant building will serve and connect to seven existing buildings (buildings A – Cesar Chavez , C - Fine Arts, D - Dunlap Hall, F – Locker Rooms , N - Music, P – Phillips Hall Theatre and S – Administration). The system will have an expansion capability to serve additional buildings with future expansion of the campus. The consultant will provide engineering services including but not limited to performing energy calculations as required by SCE for the preparation of the feasibility study report. The consultant will also work with SCE and the District to identify how the project may maximize utility incentive programs.

ANALYSIS:

A Request for Qualifications/Request for Proposal RFQ/RFP #1415-107 for Engineering Services for a Feasibility Study for the Central Plant project was released on June 5, 2015 with a due date of June 18, 2015. The District received two responses from TRC Solutions (Irvine) and P2S Engineering, Inc. (Long Beach). A selection committee convened on June 22, 2015 to review the proposals and held an interview with P2S Engineering, Inc. on July 2, 2015. The selection committee recommends P2S Engineering, Inc. after a thorough review based upon the culmination of their RFP response, experience, team members, positive reference checks, approach to the project, fee, schedule and familiarity with central plant projects and working with Southern California Edison. Due to time schedule restraints for applications and project deadlines, the feasibility study work needed to start. Therefore, this agreement is a ratification of approval, and it is recommended that the District enter into an agreement with P2S Engineering, Inc. for engineering services for a feasibility study for the central plant project at Santa Ana College.

The services covered by this agreement commenced on July 6, 2015 and ends June 30, 2016. The services are based on an hourly not-to-exceed fee in the amount of \$48,500.

This agreement is funded by Measure Q.

RECOMMENDATION:

It is recommended that the Board of Trustees ratify the agreement with P2S Engineering for Engineering Services for Feasibility Study for the Central Plant Project at Santa Ana College as presented.

Fiscal Impact:	\$48,500	Board Date: July 20, 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: 7/20/15

Project: **Central Plant**

Site: **Santa Ana College**

Consultant: **P2S Engineering, Inc.**

Type of Service: Engineering Services

Agreement Summary	No.	Amount	Reimbursables	Start	Duration
					End
Contract Amount		\$48,500.00	\$ -	7/6/2015	6/30/2016
Total Agreement Amount		\$48,500.00			
		<i>(Not to exceed)</i>			

DESCRIPTION:

Feasibility Study for the Central Plant Project at
Santa Ana College

Total Proposed Amount:

\$48,500.00

Contract End Date:

6/30/2016

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

To:	Board of Trustees	Date: July 20, 2015
Re:	Ratification of Award of Bid #1269 for Building D Renovation Phase 1 at Santiago Canyon College	
Action:	Request for Ratification	

BACKGROUND:

Building D located at Santiago Canyon College is in need of interior renovations given the age and condition of the interior finishes. This is the first phase of work as there will be subsequent phases to address the interior of the building. Additionally, in summer 2013 the District undertook a roof replacement project due to discovered roof leaks. The interior paint has faded, is discolored, and has wall stains requiring a new interior paint finish. The ceiling tiles need to be replaced due to water stains associated with the roof and mechanical equipment leaks. The carpet requires removal and replacement due to the age and poor condition.

The first phase of the interior renovations at building D focuses on the renovation of the math program office spaces to prepare for the math program relocation from U Village portables into building D. The relocation is part of the campus-wide master plan programming relocations for Math, Business Career Technical Education (BCTE), Digital Arts, and Continuing Education/High School Subjects (CE/HSS).

ANALYSIS:

In accordance with the California Uniform Public Construction Cost Accounting Act, Bid #1269 for Building D Renovation Phase 1 at Santiago Canyon College was posted on June 11, 2015 and a Notice Calling for Bids was sent to 120 (one hundred twenty) contractors from the District's qualified contractors list on June 11, 2015

A mandatory job walk was conducted on June 16, 2015. Bids were opened on June 22, 2015 as noted on the attached bid result form. The District received 3 (three) bids for the project. Bishop, Inc. (Orange) submitted the lowest responsive bid for the amount of \$52,154. 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 #1269 to Bishop, Inc. The Vice Chancellor of Business Operations/Fiscal Services authorized the award of the contract, under the authority of CUPCCAA, to Bishop, Inc.

The anticipated construction start will be July 7, 2015 and the estimated construction duration is 52 days.

The project is funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board ratify the award of Bid #1269 to Bishop, Inc. for the Building D Renovation Phase 1 at Santiago Canyon College as presented.

Fiscal Impact:	\$52,154	Board Date: July 20, 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 #1269

Addendums Issued: 1

PROJECT: Building D Renovation Phase 1 at
Santiago Canyon College

DUE DATE: June 22, 2015

At 2:00 PM

BIDDER

TOTAL BID AMOUNT

Bishop, Inc.

1429 W. Collins Avenue

Orange, CA 92867

\$52,154.00

JM & J Contractors

17110 Santa Catherine Street

Fountain Valley, CA 92708

\$74,800.00

Dalke & Sons Construction, Inc.

4585 Allstate Drive

Riverside, CA 92501-1701

\$93,480.00

3 TOTAL BIDDERS

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

To:	Board of Trustees	Date: July 20, 2015
Re:	Approval of Statement of Work (SOW) for Orange County Department of Education Payroll Interface Project - Ferrilli	
Action:	Request for Approval	

BACKGROUND

The Ferrilli consultant will work with RSCCD Staff to continue developing the file extracts between Colleague and the Orange County Department of Education (OCDE).

ANALYSIS

Manual entry into the OCDE system is the current method for the Payroll Department to enter pertinent data for employee payroll checks to be produced. Our goal is to automate the process by utilizing our Colleague data.

This consulting engagement provides for subject matter expertise within both the functional and technical areas of the Payroll module within Colleague. The services provided will help guide the decision making and analysis, and will subsequently continue into writing the custom code for the District. This will allow the critical project of OCDE Payroll Interface to progress at a rapid pace and help bring efficiencies to the Fiscal Services department.

This project will be funded out of ITS operating budget.

RECOMMENDATION

It is recommended that the Board of Trustees approve the agreement for ad hoc consulting and programming between Ferrilli and RSCCD as presented.

Fiscal Impact:	\$40,000 (not to exceed)	Board Date: July 20, 2015
Prepared by:	Lee Krichmar, Assistant VC of Information Technology Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

6/10/2015

Professional Services Agreement

This Agreement is made between Rancho Santiago Community College District and Ferrilli.

1. Services

Ferrilli will provide services as directed in the completion of the tasks set forth in the proposal (Exhibit A), attached to and made a part of this Agreement. Ferrilli agrees to keep the Rancho Santiago Community College District regularly informed of the progress of work performed under this Agreement.

2. Compensation

The Rancho Santiago Community College District will pay Ferrilli the agreed upon costs as defined by the proposal (Exhibit A) plus reasonable travel expenses to provide the technical services defined in the scope of work included in (Exhibit A). Ferrilli will invoice weekly for labor, travel time and travel expenses. No increase in amount or scope of services is authorized without formal amendment to this Agreement.

3. Cancellation of Scheduled Services

The parties agree that once the Rancho Santiago Community College District and Ferrilli have scheduled a specific time during which Ferrilli will provide services under the terms of this Agreement, the Rancho Santiago Community College District shall pay Ferrilli for such services as if Ferrilli had performed such services on the date scheduled, unless the Rancho Santiago Community College District has notified Ferrilli that the Rancho Santiago Community College District would like to reschedule or cancel the provision of such services at least fifteen (15) business days prior to the date on which Ferrilli is scheduled to perform such services. The Rancho Santiago Community College District's payment shall include the full cost of scheduled consulting services and all actual out-of-pocket expenses (e.g., non-refundable airline tickets).

4. Term

This Agreement is effective upon signatures and will continue in effect until cancelled by either party. Either party may cancel this agreement with a 30 days written notice to the other party.

5. Reports

Any and all files, notes, reports, manuscripts and any other work produced, prepared or developed by Ferrilli as a part of the work under this Agreement are the property of the Rancho Santiago Community College District and shall be provided to the Rancho Santiago Community College District upon the termination of this Agreement.

6. Independent Contractor

Ferrilli will control the means and manner in which work is performed under this agreement and, in all respects, Ferrilli's relationship to the Rancho Santiago Community College District will be that of an independent contractor, not an employee.

7. Force Majeure

Neither party to this Agreement will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control including without limitation: acts of God; accident; labor disruption; acts, omissions and defaults of third parties; and official, governmental and judicial action not the fault of the party failing or delaying in performance.

8. Warranty

No warranty is stated or implied regarding the services provided under this Agreement.

9. Indemnification

Ferrilli agrees to and shall indemnify, defend and hold harmless the Rancho Santiago Community College District, its officers, agents and employees free and harmless from, against and in respect of all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest penalties and reasonable attorneys fees that the Rancho Santiago Community College District shall incur or suffer, which arise, result from, or relate to the legality and/or enforceability of the Agreement, or actions brought by employees of the Rancho Santiago Community College District relating to claims arising out of the services rendered by Ferrilli for the Rancho Santiago Community College District. Ferrilli shall only be liable for those losses, claims, or damages that arise as a result of performance under the terms, conditions, and period of this Agreement which solely and directly result from the negligence of Ferrilli and shall in no circumstance exceed the amount of this Agreement in aggregate.

10. Limitation of Liability

Ferrilli and the Rancho Santiago Community College District acknowledge and agree that in no event will Ferrilli's liability in connection with the services provided by Ferrilli under this agreement exceed the amount actually paid to Ferrilli by the Rancho Santiago Community College District under this agreement and Ferrilli will not be liable for any special, incidental, or consequential damages, including without limitation loss of profits, loss of data, and loss of revenues, even if informed of the possibility thereof in advance. These limitations apply to all causes of action in the aggregate, including without limitation breach of contract, Ferrilli's negligence, strict liability, misrepresentation, and other causes of action based on similar legal theories. Ferrilli and the Rancho Santiago Community College District further acknowledge and agree that they are entering into this agreement on the understanding that the fees for the services provided by Ferrilli under this agreement have been set to reflect the fact that the Rancho Santiago Community College District's remedies, and Ferrilli's liability, shall be limited as expressly set forth in this agreement, and, if not so limited, the fees for the same services would have been substantially higher.

11. Entire Agreement

This agreement contains the entire agreement between the parties hereto, and supersedes any and all other agreements heretofore made.

12. Ownership of Works for Hire

All matters produced under this Agreement shall be works for hire and shall become the sole property of the Rancho Santiago Community College District. Said works cannot be used for any other client or purposes without the Rancho Santiago Community College District's expressed written permission. The Rancho Santiago Community College District shall have all right, title and interest in said matters, including the right to obtain and maintain the copyright, trademark, and/or patent of said matters in the name of the Rancho Santiago Community College District.

13. Worker's Compensation Insurance

Ferrilli agrees to procure and maintain in full force and effect worker's compensation insurance covering its partners, employees and agents while said persons are performing services pursuant to this Agreement. In the event that an employee of Ferrilli performing this Agreement files a worker's compensation claim against the Rancho Santiago Community College District, Ferrilli agrees to defend and hold the Rancho Santiago Community College District harmless from such claim.

14. Nondiscrimination in Employment

Ferrilli agrees that it will not engage in unlawful discrimination in employment because of race, color, religious creed, national origin, ancestry, physical handicap, marital status, or sex.

For Rancho Santiago Community College District:

_____ Date _____
Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services

For Ferrilli:



Date: 06.10.2015

Jamey Palmieri, Senior Vice President

Please fax signed contract to: (610) 340-2969

6/10/2015

Exhibit A

Statement of Work for Rancho Santiago Community College District

Project: Phase II of OCDE Payroll Interface Project + Additional Development Project Request

Pricing: We estimate the scope of work to be a total of 200-228 hours at \$175.00 an hour for a total cost of \$35,000-\$39,900 and not to exceed \$40,000. If this project requires any onsite work at a minimum of 8 hours/day the rate will be \$225/hour.

Assigned Staff: Karen Hupp/TBD

Scheduled Dates:

Start Date: TBD

End Date: TBD

Scope of Work:

For Phase II of the OCDE Payroll Interface Project, the Ferrilli consultant will work with RSCCD staff and continue to define and build the file extracts from Colleague to the OCDE payroll system. The goal will be to confirm and verify what was completed in Phase I and continue to work toward completing the process that will generate all 5 extract files.

In order to accomplish this, the items to be addressed are...

- Get confirmation on the option for building the extract files. Options were laid out in the Project Documentation delivered at the end of Phase I on June 5th, 2015. (Began in Phase I)
- Review the definition of all data elements of the Record Type = 10 "Employee Data" with the RSCCD team and resolve any outstanding items. (Began in Phase I)
- Review the definition of all data elements of the Record Type = 20 "Pay Data" with the RSCCD team and resolve any outstanding items. (Began in Phase I)
- Review the definition of all data elements of the Record Type = 30 "Pay Line Data" with the RSCCD team and resolve any outstanding items. (Began in Phase I)
- Conduct a 'walk thru' with the RSCCD team of where the data will be stored in Colleague, reviewing and confirming Data Entry procedures and file mappings from OCDE to Colleague files and fields.
- Assist with any additional setup and coding in Colleague, such as, Taxes and Benefit/Deductions.
- Define the Record Type = 50 layout "Voluntary Deductions" with the team and map to Colleague Files and Fields.
- Define the Record Type = 90 layout "Pay Detail" with the team and map to Colleague files and fields.
- Review the data entry procedures for the 50 and 90 records with the RSCCD team.
- Continue develop of the Extract Process in Envision to pull the data out of Colleague in the OCDE file layout definition required.
- Conduct a thorough test of the Extract Process with the team resolving issues identified.
- Document the Envision Process and the Colleague File/Field Mappings as it stands at the end of the 2nd Phase of the Project. Identify any incomplete work; outstanding issues/questions in the event there is a need for a third Phase of the project.

For the Development Projects Ferrilli will provide a consultant that fits the needs of the specific project(s) requested by Rancho Santiago Community College District.

Client Requirements:

Necessary System Access

Decision on Option for Building Extract Process

Location of Work:

Remote

The price set forth in this contract will be honored for 30 days. After 30 days, the price is subject to change.

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

To:	Board of Trustees	Date: July 20, 2015
Re:	Approval of Surplus Property	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

An open house was held on June 17, 2015 for District staff to select usable items for their divisions or departments. The same day, an open house was held for non-profit organizations and school districts to select from the remaining items per District Board Policy BP6550. One (1) school district and two (2) non-profit agencies attended the preview. Attached is a listing of all the surplus property as of July 8, 2015. This record will change as items continually move in and out of storage. Also, there are non-inventoried, miscellaneous items and e-waste that are not listed but will be sold or disposed.

Therefore, it is recommended that The Liquidation Company (TLC) auctions off the District's surplus property in accordance with the terms and conditions of the current contract. The auctioneer's commission fee is 35.00% of the gross sales which is competitive for off-site auctions. The fee from TLC includes advertising, transportation, labor and other related functions. Their performance and service have been very satisfactory. The advantages of using TLC are that they take the majority of our surplus property which is rare among auctioneers and they are licensed e-waste collectors. The contract is good through June 30, 2018.

Following the auction, District staff shall discard any remaining surplus property. This is in accordance with Board Policy BP6550 and AR6550.

RECOMMENDATION

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

Fiscal Impact:	Revenue to be Determined	Board Date: July 20, 2015
Prepared by:	Tracey Conner-Crabbe, Director of Purchasing Services	
Submitted by:	Peter Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Recommended by:	Raúl Rodriguez, Chancellor	

Rancho Santiago Community College District
 Surplus Furniture and Equipment at July 8, 2015

TAG	TYPE	DESCRIPTION	SERIAL NO	SPPJ	BLDG	ROOM	ACQRD	LSTINVEN	COST
314208	TE	DELL, OPTIPLEX GX240 TO BE	1ZJOK11	2490	SW		6/12/2002	11/24/2014	\$1,363.02
316954	TE	COMPUTER, DELL	20J1S81	3660	SW		1/11/2006	11/24/2014	\$1,130.31
317556	TE	COMPUTERS,	540K5B1	2490	SW		6/21/2006	11/24/2014	\$1,205.51
317562	TE	COMPUTERS,	G40K5B1	2490	SW		6/21/2006	11/24/2014	\$1,205.51
317568	TE	COMPUTERS,	C50K5B1	2490	SW		6/21/2006	11/24/2014	\$1,205.51
317569	TE	COMPUTERS,	990K5B1	2490	SW		6/21/2006	11/24/2014	\$1,205.51
318781	TE	COMPUTER, DELL	1NWPQC1	2190	SW		4/2/2007	11/24/2014	\$1,430.41
318785	TE	COMPUTER, DELL	1PWPQC1	2190	SW		4/2/2007	11/24/2014	\$1,430.41
318790	TE	COMPUTER, DELL	7PWPQC1	2190	SW		4/2/2007	11/24/2014	\$1,430.41
318802	TE	COMPUTER, DELL	7QWPQC1	2190	SW		4/2/2007	11/24/2014	\$1,430.41
318809	TE	COMPUTER, DELL	5Y1PQC1	2190	SW		4/2/2007	11/24/2014	\$1,430.41
318812	TE	COMPUTER, DELL	6X1PQC1	2190	SW		4/2/2007	11/24/2014	\$1,430.41
318817	TE	COMPUTER, DELL	JW1PQC1	2190	SW		4/2/2007	11/24/2014	\$1,430.41
318958	TE	COMPUTER, DELL	GT29WC1	2370	SW		5/1/2007	11/24/2014	\$1,408.85
318976	TE	COMPUTER, DELL	3RV8WC1	2370	SW		5/1/2007	11/24/2014	\$1,408.85
318990	TE	COMPUTER, DELL	3X9CWC1	2370	SW		5/1/2007	11/24/2014	\$1,408.85
318999	TE	COMPUTER, DELL	FHBCWC1	2370	SW		5/1/2007	11/24/2014	\$1,408.85
319000	TE	COMPUTER, DELL	3GBCWC1	2370	SW		5/1/2007	11/24/2014	\$1,408.85
319004	TE	COMPUTER, DELL	4FBCWC1	2370	SW		5/1/2007	11/24/2014	\$1,408.85
319015	TE	COMPUTER, DELL	2T29WC1	2370	SW		5/1/2007	11/24/2014	\$1,408.85
319027	TE	COMPUTER, DELL	7TV8WC1	2370	SW		5/1/2007	11/24/2014	\$1,408.85
319034	TE	COMPUTER, DELL	4SV8WC1	2370	SW		5/1/2007	11/24/2014	\$1,408.85
319050	TE	COMPUTER, DELL	1NBCWC1	2370	SW		5/1/2007	11/24/2014	\$1,408.85
319328	TE	COMPUTER	BX2F2D1	2490	SW		6/26/2007	11/24/2014	\$1,389.89
319432	TE	COMPUTER	5NFF2D1	2490	SW		6/26/2007	11/24/2014	\$1,389.89
319451	TE	COMPUTER	JRFF2D1	2490	SW		6/26/2007	11/24/2014	\$1,389.89
319452	TE	COMPUTER	CZFF2D1	2490	SW		6/26/2007	11/24/2014	\$1,389.89
319453	TE	COMPUTER	HNFF2D1	2490	SW		6/26/2007	11/24/2014	\$1,389.89
319464	TE	COMPUTER	CYFF2D1	2490	SW		6/26/2007	11/24/2014	\$1,389.89
319477	TE	COMPUTER	40FF2D1	2490	SW		6/26/2007	11/24/2014	\$1,389.89
319485	TE	COMPUTER	FNP53D1	2490	SW		6/26/2007	11/24/2014	\$1,654.34
320897	TE	Computers, Dell Optiplex	808T4H1	2002	SW		8/27/2008	11/24/2014	\$1,042.77
321461	TE	COMPUTER,	9KC2PM1	0000	SW		9/9/2010	11/24/2014	\$1,135.84

4.10 (2)

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Rancho Santiago Community College District
Surplus Furniture and Equipment at July 8, 2015

TAG	TYPE	DESCRIPTION	SERIAL NO	SPPJ	BLDG	ROOM	ACQRD	LSTINVEN	COST
317570	TE	COMPUTERS,	820K5B1	2490	SW		6/21/2006	11/29/2014	\$1,205.51
319006	TE	COMPUTER, DELL	H9VBWC1	2370	SW		5/1/2007	11/29/2014	\$1,408.85
319041	TE	COMPUTER, DELL	7SV8WC1	2370	SW		5/1/2007	11/29/2014	\$1,408.85
305863	EQ	DRYER, HUEBSCH		0000	SW		6/1/1990	1/26/2015	\$2,461.00
305864	EQ	WASHER, UNIMAC	000024033	0000	SW		6/1/1990	1/26/2015	\$6,679.00
308095	TE	COMPUTER,POWER MAC G4 450	XB00933WHSF	2370	SW		9/13/2000	1/26/2015	\$2,260.59
308103	TE	COMPUTER,POWER MAC G4 450	XB0092XTHSF	2370	SW		9/13/2000	1/26/2015	\$2,260.59
308107	TE	COMPUTER,POWER MAC G4 450	XB0092GMHSF	2370	SW		9/13/2000	1/26/2015	\$2,260.59
308109	TE	COMPUTER,POWER MAC G4 450	XB0090EDHSF	2370	SW		9/13/2000	1/26/2015	\$2,260.59
F33194	TE	COPIER, XEROX WORKCENTRE	RY0432699	1700	SW		5/4/2005	1/26/2015	\$2,665.74
317746	TE	COPIER,	JC9602956ASJ84L	2416	SW	SW	7/24/2006	2/12/2015	\$2,020.32
F35103	TE	Computer	GNWSKH1	1830	SW		11/7/2008	4/9/2015	\$891.93
308615	TE	COMPUTER,DELL,GX1,DESKTOP	2ALHW	2370	SW		4/14/2000	4/21/2015	\$1,753.12
318218	TE	COMPUTER, DELL	69TYDC1	2370	SW		1/25/2007	4/21/2015	\$1,089.35
318516	TE	COMPUTER, DELL	LY9C1	2593	SW		1/3/2007	4/21/2015	\$1,395.40
318787	TE	COMPUTER, DELL	3PWPQC1	2190	SW		4/2/2007	4/21/2015	\$1,430.41
318789	TE	COMPUTER, DELL	CNWPQC1	2190	SW		4/2/2007	4/21/2015	\$1,430.41
318820	TE	COMPUTER, DELL	8Z1PQC1	2190	SW		4/2/2007	4/21/2015	\$1,430.41
318821	TE	COMPUTER, DELL	8W1PQC1	2190	SW		4/2/2007	4/21/2015	\$1,430.41
318822	TE	COMPUTER, DELL	CX1PQC1	2190	SW		4/2/2007	4/21/2015	\$1,430.41
318828	TE	COMPUTER, DELL	402PQC1	2190	SW		4/2/2007	4/21/2015	\$1,430.41
318833	TE	COMPUTER,	GCN1RC1	2417	SW		4/3/2007	4/21/2015	\$1,129.67
318967	TE	COMPUTER, DELL	6NBCWC1	2370	SW		5/1/2007	4/21/2015	\$1,408.85
318968	TE	COMPUTER, DELL	4MBCWC1	2370	SW		5/1/2007	4/21/2015	\$1,408.85
318977	TE	COMPUTER, DELL	8RV8WC1	2370	SW		5/1/2007	4/21/2015	\$1,408.85
319013	TE	COMPUTER, DELL	6T29WC1	2370	SW		5/1/2007	4/21/2015	\$1,408.85
319024	TE	COMPUTER, DELL	FKBCWC1	2370	SW		5/1/2007	4/21/2015	\$1,408.85
319043	TE	COMPUTER, DELL	9SV8WC1	2370	SW		5/1/2007	4/21/2015	\$1,408.85
319044	TE	COMPUTER, DELL	99V8WC1	2370	SW		5/1/2007	4/21/2015	\$1,408.85
319047	TE	COMPUTER, DELL	58V8WC1	2370	SW		5/1/2007	4/21/2015	\$1,408.85
319066	TE	COMPUTER, DELL	7MBCWC1	2370	SW		5/1/2007	4/21/2015	\$1,408.85
319436	TE	COMPUTER	3NFF2D1	2490	SW		6/26/2007	4/21/2015	\$1,389.89
319447	TE	COMPUTER	FSFF2D1	2490	SW		6/26/2007	4/21/2015	\$1,389.89

4.10 (3)

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Rancho Santiago Community College District
Surplus Furniture and Equipment at July 8, 2015

TAG	TYPE	DESCRIPTION	SERIAL NO	SPPJ	BLDG	ROOM	ACQRD	LSTINVEN	COST
319466	TE	COMPUTER	BVFF2D1	2490	SW		6/26/2007	4/21/2015	\$1,389.89
319474	TE	COMPUTER	6VFF2D1	2490	SW		6/26/2007	4/21/2015	\$1,389.89
319475	TE	COMPUTER	CSFF2D1	2490	SW		6/26/2007	4/21/2015	\$1,389.89
319489	TE	COMPUTER	9NP53D1	2490	SW		6/26/2007	4/21/2015	\$1,654.34
319751	TE	Computer	4MS1JD1	0000	SW		8/28/2007	4/21/2015	\$1,079.66
319815	TE	COMPUTER, DELL		0000	SW		1/10/2007	4/21/2015	\$1,076.44
319891	TE	COMPUTER, DELL OPTIPLEX	DMFDXD1	2357	SW		10/30/2007	4/21/2015	\$1,292.40
320728	TE	Computer	JY7TMG1	2357	SW		6/30/2008	4/21/2015	\$1,014.13
F33991	TE	COMPUTER, DELL	9FK9CC1	1819	SW		1/12/2007	4/21/2015	\$1,474.71
F34468	TE	COMPUTER,	9Q6KZF1	1803	SW		4/8/2008	4/21/2015	\$937.61
F34471	TE	COMPUTER,	BQ6KZF1	1803	SW		4/8/2008	4/21/2015	\$937.61
F34472	TE	COMPUTER,	1R6KZF1	1803	SW		4/8/2008	4/21/2015	\$937.61
F34473	TE	COMPUTER,	1L6KZF1	1803	SW		4/8/2008	4/21/2015	\$937.61
F34481	TE	COMPUTER,	4R6KZF1	1803	SW		4/8/2008	4/21/2015	\$937.61
F34841	TE	Computer, Dell OptiPlex	SGH1	1803	SW		10/22/2008	4/21/2015	\$938.93
F35101	TE	Computer Dell	BKWSKH1	1830	SW		11/7/2008	4/21/2015	\$891.93
F35102	TE	Computer	3DSQKH1	1830	SW		11/7/2008	4/21/2015	\$891.93
F35109	TE	Computer	GKWSKH1	1830	SW		11/7/2008	4/21/2015	\$891.93
F35111	TE	Computer	DMWSKH1	1830	SW		11/7/2008	4/21/2015	\$891.93
F35118	TE	Computer	BDSQKH1	1830	SW		11/7/2008	4/21/2015	\$891.93
F35123	TE	Computer	1MWSKH1	1830	SW		11/7/2008	4/21/2015	\$891.93
F35124	TE	Computer	6NWSKH1	1830	SW		11/7/2008	4/21/2015	\$891.93
F35125	TE	Computer	4NWSKH1	1830	SW		11/7/2008	4/21/2015	\$891.93
F35135	TE	Computer	5NWSKH1	1830	SW		11/7/2008	4/21/2015	\$891.93
F35141	TE	Computer	5FSQKH1	1830	SW		11/7/2008	4/21/2015	\$891.93
323452	EQ	Fire Safe, AMSEC BF2116,		2250	SW		9/17/2009	5/4/2015	\$2,353.31
305369	TE	COMPUTER, USM	553046102535	0000	SW		2/1/1997	6/30/2015	\$2,408.00
311662	TE	LAPTOP,DELL INSPIRON 3800 TO	FLVRJO1	2230	SW		4/27/2001	6/30/2015	\$1,973.89
314379	TE	COMPUTER, DELL GX240 TO BE	6G44T11	0000	SW		9/3/2002	6/30/2015	\$1,509.53
315581	TE	COMPUTER,	YM439EMGRK4	2370	SW		9/29/2004	6/30/2015	\$4,226.54
315582	TE	COMPUTER,	YM439EMHRK4	2370	SW		9/29/2004	6/30/2015	\$4,226.54
315588	TE	COMPUTER, APPLE	YM439EMFRK4	2370	SW		9/29/2004	6/30/2015	\$3,521.59
315589	TE	COMPUTER, APPLE	YM439EMCRK4	2370	SW		9/29/2004	6/30/2015	\$3,521.59

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Rancho Santiago Community College District
 Surplus Furniture and Equipment at July 8, 2015

TAG	TYPE	DESCRIPTION	SERIAL NO	SPPJ	BLDG	ROOM	ACQRD	LSTINVEN	COST
315592	TE	COMPUTER, APPLE	YM4396Y9RK4	2370	SW		9/29/2004	6/30/2015	\$3,521.59
315593	TE	COMPUTER, APPLE	YM439700RK4	2370	SW		9/29/2004	6/30/2015	\$3,521.59
315596	TE	COMPUTER, APPLE	YM4396ZQRK4	2370	SW		9/29/2004	6/30/2015	\$3,521.59
315599	TE	COMPUTER, APPLE	YM439EMGRK4	2370	SW		9/29/2004	6/30/2015	\$3,329.34
316526	TE	LAPTOP, NICK QUACH	D3QPZ61	0000	SW		3/23/2005	6/30/2015	\$3,772.16
316930	TE	LAPTOP, BONNIE JAROS	3HJSR81	2370	SW		11/7/2005	6/30/2015	\$2,153.17
317077	TE	COMPUTER, DELL	CFJQR91	2411	SW		4/10/2006	6/30/2015	\$1,165.57
317156	TE	COMPUTER	80P9W91	2230	SW		4/25/2006	6/30/2015	\$1,628.87
317487	TE	COMPUTER,	CKOT3B1	2230	SW		6/14/2006	6/30/2015	\$1,409.76
317499	TE	COMPUTER,	3PPT3B1	2370	SW		6/15/2006	6/30/2015	\$1,148.34
317523	TE	LAPTOP, STUDENT USE	5DRV5B1	3020	SW		6/20/2006	6/30/2015	\$2,688.32
317530	TE	LAPTOP, STUDENT USE	DBRV5B1	3020	SW		6/20/2006	6/30/2015	\$2,688.32
317535	TE	LAPTOP, STUDENT USE	13RV5B1	3020	SW		6/20/2006	6/30/2015	\$2,688.32
317552	TE	COMPUTERS,	220K5B1	2490	SW		6/21/2006	6/30/2015	\$1,205.51
317553	TE	COMPUTERS,	160K5B1	2490	SW		6/21/2006	6/30/2015	\$1,205.51
317614	TE	COMPUTER	GZDT5B1	3020	SW		6/22/2006	6/30/2015	\$1,837.18
317620	TE	COMPUTER	GZDT5B1	3020	SW		6/22/2006	6/30/2015	\$1,837.18
317622	TE	COMPUTER	GZDT5B1	3020	SW		6/22/2006	6/30/2015	\$1,837.18
317626	TE	COMPUTER	GZDT5B1	3020	SW		6/22/2006	6/30/2015	\$1,837.18
317629	TE	COMPUTER	GZDT5B1	3020	SW		6/22/2006	6/30/2015	\$1,837.18
317635	TE	COMPUTER	GZDT5B1	3020	SW		6/22/2006	6/30/2015	\$1,837.18
318119	TE	COMPUTER,	3WG9CC1	0000	SW		1/10/2007	6/30/2015	\$1,358.11
318122	TE	COMPUTER,	C52JCC1	3410	SW		1/12/2007	6/30/2015	\$1,260.10
318148	TE	COMPUTER, DELL	6VZMGC1	3720	SW		2/5/2007	6/30/2015	\$1,016.13
318150	TE	COMPUTER,	207VGC1	2230	SW		2/5/2007	6/30/2015	\$1,396.91
318419	TE	LAPTOP, CLASSROOM USE	3GWF7C1	2370	SW		12/15/2006	6/30/2015	\$1,956.40
318421	TE	LAPTOP, CLASSROOM USE	6MWF7C1	2370	SW		12/15/2006	6/30/2015	\$1,956.40
318424	TE	LAPTOP, CLASSROOM USE	2CWF7C1	2370	SW		12/15/2006	6/30/2015	\$1,956.40
318426	TE	LAPTOP, CLASSROOM USE	CPWF7C1	2370	SW		12/15/2006	6/30/2015	\$1,956.40
318441	TE	LAPTOP, CLASSROOM USE	BNWF7C1	2370	SW		12/15/2006	6/30/2015	\$1,956.40
318510	TE	COMPUTER, DELL	F6LY9C1	2593	SW		1/3/2007	6/30/2015	\$1,395.40
318524	TE	COMPUTER, DELL	5BLY9C1	2370	SW		1/4/2007	6/30/2015	\$1,231.58
318532	TE	COMPUTER, DELL	57LY9C1	2370	SW		1/4/2007	6/30/2015	\$1,231.58

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Rancho Santiago Community College District
 Surplus Furniture and Equipment at July 8, 2015

TAG	TYPE	DESCRIPTION	SERIAL NO	SPPJ	BLDG	ROOM	ACQRD	LSTINVEN	COST
318534	TE	COMPUTER, DELL	58LY9C1	2370	SW		1/4/2007	6/30/2015	\$1,231.58
318538	TE	COMPUTER, DELL	J7LY9C1	2370	SW		1/4/2007	6/30/2015	\$1,231.58
318542	TE	COMPUTER, DELL	BBLY9C1	2370	SW		1/4/2007	6/30/2015	\$1,231.58
318556	TE	COMPUTER, DELL	C8LY9C1	2370	SW		1/4/2007	6/30/2015	\$1,231.58
318605	TE	COMPUTER,	GQWSGC1	2230	SW		2/6/2007	6/30/2015	\$1,396.89
318606	TE	COMPUTER,	DQWSGC1	2230	SW		2/6/2007	6/30/2015	\$1,396.89
318607	TE	COMPUTER,	CQWSGC1	2230	SW		2/6/2007	6/30/2015	\$1,396.89
318608	TE	COMPUTER,	9GWSGC1	2230	SW		2/6/2007	6/30/2015	\$1,396.89
318610	TE	COMPUTER,	BNWSGC1	2230	SW		2/6/2007	6/30/2015	\$1,396.89
318613	TE	COMPUTER,	8NWSGC1	2230	SW		2/6/2007	6/30/2015	\$1,396.89
318627	TE	COMPUTER,	FKBQKC1	2415	SW		2/19/2007	6/30/2015	\$1,567.14
318756	TE	COMPUTER,	D585QC1	2411	SW		3/27/2007	6/30/2015	\$1,540.20
318819	TE	COMPUTER, DELL	DW1PQC1	2190	SW		4/2/2007	6/30/2015	\$1,430.41
318836	TE	COMPUTER,	JDN1RC1	2417	SW		4/3/2007	6/30/2015	\$1,129.67
318839	TE	COMPUTER,	GFN1RC1	2417	SW		4/3/2007	6/30/2015	\$1,129.67
318842	TE	COMPUTER,	2FN1RC1	2417	SW		4/3/2007	6/30/2015	\$1,129.67
318845	TE	COMPUTER,	6CN1RC1	2417	SW		4/3/2007	6/30/2015	\$1,129.67
318852	TE	COMPUTER,	CDN1RC1	2417	SW		4/3/2007	6/30/2015	\$1,129.67
318855	TE	COMPUTER,	5FN1RC1	2417	SW		4/3/2007	6/30/2015	\$1,129.67
318859	TE	COMPUTER,	8FN1RC1	2417	SW		4/3/2007	6/30/2015	\$1,129.67
318860	TE	COMPUTER,	DYL1RC1	2417	SW		4/3/2007	6/30/2015	\$1,129.67
319011	TE	COMPUTER, DELL	9T29WC1	2370	SW		5/1/2007	6/30/2015	\$1,408.85
319028	TE	COMPUTER, DELL	HRV8WC1	2370	SW		5/1/2007	6/30/2015	\$1,408.85
319035	TE	COMPUTER, DELL	CRV8WC1	2370	SW		5/1/2007	6/30/2015	\$1,408.85
319055	TE	COMPUTER, DELL	5JBCWC1	2370	SW		5/1/2007	6/30/2015	\$1,408.85
319132	TE	COMPUTER,	9XL4ZC1	0000	SW		5/21/2007	6/30/2015	\$1,407.67
319133	TE	COMPUTER,	8XL4ZC1	0000	SW		5/21/2007	6/30/2015	\$1,407.67
319135	TE	COMPUTER,	6XL4ZC1	0000	SW		5/21/2007	6/30/2015	\$1,407.67
319145	TE	COMPUTER,	KPZC1	0000	SW		5/24/2007	6/30/2015	\$1,316.70
319148	TE	COMPUTER,	KPZC1	0000	SW		5/24/2007	6/30/2015	\$1,316.70
319150	TE	COMPUTER,	KPZC1	0000	SW		5/24/2007	6/30/2015	\$1,316.70
319160	TE	COMPUTER,	CTZVZC1	2417	SW		5/29/2007	6/30/2015	\$1,615.63
319271	TE	COMPUTER	1GWK2D1	2001	SW		6/12/2007	6/30/2015	\$1,101.52

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Rancho Santiago Community College District

Surplus Furniture and Equipment at July 8, 2015

TAG	TYPE	DESCRIPTION	SERIAL NO	SPPJ	BLDG	ROOM	ACQRD	LSTINVEN	COST
319272	TE	COMPUTER	GGWK2D1	2001	SW		6/12/2007	6/30/2015	\$1,101.52
319288	TE	COMPUTER	GWQK2D1	2001	SW		6/12/2007	6/30/2015	\$1,101.52
319301	TE	COMPUTER	9GWK2D1	2001	SW		6/12/2007	6/30/2015	\$1,101.52
319302	TE	COMPUTER	BFWK2D1	2001	SW		6/12/2007	6/30/2015	\$1,101.52
319340	TE	COMPUTER	2P9H2D21	2416	SW		6/15/2007	6/30/2015	\$1,049.43
319341	TE	COMPUTER	3M9H2D21	2416	SW		6/15/2007	6/30/2015	\$1,049.43
319342	TE	COMPUTER	2N9H2D21	2416	SW		6/15/2007	6/30/2015	\$1,049.43
319343	TE	COMPUTER	8N9H2D21	2416	SW		6/15/2007	6/30/2015	\$1,049.43
319344	TE	COMPUTER	9M9H2D21	2416	SW		6/15/2007	6/30/2015	\$1,049.43
319346	TE	COMPUTER	1M9H2D21	2416	SW		6/15/2007	6/30/2015	\$1,049.43
319348	TE	COMPUTER	BM9H2D21	2416	SW		6/15/2007	6/30/2015	\$1,049.43
319349	TE	COMPUTER	4M9H2D21	2416	SW		6/15/2007	6/30/2015	\$1,049.43
319350	TE	COMPUTER	2Q9H2D21	2416	SW		6/15/2007	6/30/2015	\$1,049.43
319351	TE	COMPUTER	CM9H2D21	2416	SW		6/15/2007	6/30/2015	\$1,049.43
319352	TE	COMPUTER	7M9H2D21	2416	SW		6/15/2007	6/30/2015	\$1,049.43
319353	TE	COMPUTER	6M9H2D21	2416	SW		6/15/2007	6/30/2015	\$1,049.43
319354	TE	COMPUTER	5P9H2D21	2416	SW		6/15/2007	6/30/2015	\$1,049.43
319355	TE	COMPUTER	5N9H2D21	2416	SW		6/15/2007	6/30/2015	\$1,049.43
319357	TE	COMPUTER	FM9H2D21	2416	SW		6/15/2007	6/30/2015	\$1,049.43
319358	TE	COMPUTER	JM9H2D21	2416	SW		6/15/2007	6/30/2015	\$1,049.43
319360	TE	COMPUTER	GM9H2D21	2416	SW		6/15/2007	6/30/2015	\$1,049.43
319361	TE	COMPUTER	HL9H2D21	2416	SW		6/15/2007	6/30/2015	\$1,049.43
319363	TE	COMPUTER	FN9H2D21	2416	SW		6/15/2007	6/30/2015	\$1,049.43
319392	TE	COMPUTER, DELL	1J023D1	2190	SW		6/21/2007	6/30/2015	\$1,161.54
319394	TE	COMPUTER, DELL	9H023D1	2190	SW		6/21/2007	6/30/2015	\$1,161.54
319399	TE	COMPUTER, DELL	9G023D1	2190	SW		6/21/2007	6/30/2015	\$1,161.54
319401	TE	COMPUTER, DELL	1H023D1	2190	SW		6/21/2007	6/30/2015	\$1,161.54
319404	TE	COMPUTER, DELL	7H023D1	2190	SW		6/21/2007	6/30/2015	\$1,161.54
319407	TE	COMPUTER, DELL	DH023D1	2190	SW		6/21/2007	6/30/2015	\$1,161.54
319602	TE	COMPUTER, DELL	HGQ95D1	2190	SW		6/21/2007	6/30/2015	\$1,161.54
319604	TE	COMPUTER, DELL	JGQ95D1	2190	SW		6/21/2007	6/30/2015	\$1,161.54
319606	TE	COMPUTER, DELL	JHQ95D1	2190	SW		6/21/2007	6/30/2015	\$1,161.54
319609	TE	COMPUTER, DELL	8GQ95D1	2190	SW		6/21/2007	6/30/2015	\$1,161.54

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Rancho Santiago Community College District

Surplus Furniture and Equipment at July 8, 2015

TAG	TYPE	DESCRIPTION	SERIAL NO	SPPJ	BLDG	ROOM	ACQRD	LSTINVEN	COST
319610	TE	COMPUTER, DELL	4HQ95D1	2190	SW		6/21/2007	6/30/2015	\$1,161.54
319743	TE	Computer	4NS1JD1	0000	SW		8/28/2007	6/30/2015	\$1,079.66
319748	TE	Computer	DMS1JD1	0000	SW		8/28/2007	6/30/2015	\$1,079.66
319749	TE	Computer	5MS1JD1	0000	SW		8/28/2007	6/30/2015	\$1,079.66
319754	TE	Computer	FLS1JD1	0000	SW		8/28/2007	6/30/2015	\$1,079.66
319854	TE	Computer	FGRSQD1	0000	SW		9/24/2007	6/30/2015	\$1,392.59
319884	TE	COMPUTER, DELL OPTIPLEX	3GW3XD1	0000	SW		10/24/2007	6/30/2015	\$1,069.35
319885	TE	COMPUTER, DELL OPTIPLEX	HFV3XD1	0000	SW		10/24/2007	6/30/2015	\$1,069.35
319889	TE	COMPUTER, DELL OPTIPLEX	BNFDXD1	2357	SW		10/30/2007	6/30/2015	\$1,292.39
319893	TE	COMPUTER, DELL OPTIPLEX	6NFDXD1	2357	SW		10/30/2007	6/30/2015	\$1,292.40
319903	TE	Computer, Dell optiplez	7S65YD1	0000	SW		10/24/2007	6/30/2015	\$1,646.42
320028	TE	Computer, Dell Optiplex	7POTLF1	0000	SW		2/21/2008	6/30/2015	\$1,549.21
320169	TE	Computer	CG51RF1	3720	SW		3/3/2008	6/30/2015	\$1,317.47
320202	TE	COMPUTER,	1VNSXF1	2230	SW		4/1/2008	6/30/2015	\$1,360.65
320211	TE	Computer, Dell OptiPlex	1FGKYF1	2470	SW		4/7/2008	6/30/2015	\$1,177.00
320276	TE	Computer Dell	JBTVOG1	2417	SW		4/15/2008	6/30/2015	\$1,307.48
320277	TE	COMPUTER, DELL STANDARD	FZRWOG1	2191	SW		4/16/2008	6/30/2015	\$1,181.52
320729	TE	Computer	JX7TMG1	2357	SW		6/30/2008	6/30/2015	\$1,014.13
323051	TE	COMPUTERS, DELL, OPTIPLEX	65386J1	2250	SW		2/12/2009	6/30/2015	\$1,061.69
323052	TE	COMPUTERS, DELL, OPTIPLEX	75386J1	2250	SW		2/12/2009	6/30/2015	\$1,061.69
323057	TE	COMPUTERS, DELL STANDARD	CF136J1	2150	SW		2/20/2009	6/30/2015	\$1,044.32
F33327	TE	COMPUTER DELL	J9D2181	1803	SW		8/8/2005	6/30/2015	\$1,509.51
F33329	TE	COMPUTER DELL	7QH5181	1803	SW		8/8/2005	6/30/2015	\$1,509.51
F33684	TE	COMPUTERS,	30YYT91	1500	SW		4/25/2006	6/30/2015	\$1,155.76
F33836	TE	COMPUTER,	7FQO6B1	1103	SW		6/23/2006	6/30/2015	\$1,156.96
F33990	TE	COMPUTER, DELL	6GK9CC1	1819	SW		1/12/2007	6/30/2015	\$1,474.71
F34460	TE	COMPUTER,	GQ6KZF1	1803	SW		4/8/2008	6/30/2015	\$937.61
F34462	TE	COMPUTER,	8J6KZF1	1803	SW		4/8/2008	6/30/2015	\$937.61
F34464	TE	Computer, No Monitors	DK6KZF1	1803	SW		4/8/2008	6/30/2015	\$937.61
F34465	TE	COMPUTER,	8M6KZF1	1803	SW		4/8/2008	6/30/2015	\$937.61
F34474	TE	COMPUTER,	6K6KFZ1	1803	SW		4/8/2008	6/30/2015	\$937.61
F34478	TE	COMPUTER,	3Q6KZF1	1803	SW		4/8/2008	6/30/2015	\$937.61
F34479	TE	COMPUTER,	1K6KZF1	1803	SW		4/8/2008	6/30/2015	\$937.61

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Rancho Santiago Community College District
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TAG	TYPE	DESCRIPTION	SERIAL NO	SPPJ	BLDG	ROOM	ACQRD	LSTINVEN	COST
F34487	TE	COMPUTER,	5N6KZF1	1803	SW		4/8/2008	6/30/2015	\$937.56
F34488	TE	Computer	3K6KZF1	1803	SW		4/2/2008	6/30/2015	\$937.56
F34791	TE	Computer, Dell Precision	FT8NGH1	1803	SW		10/22/2008	6/30/2015	\$1,295.16
F34831	TE	Computer, Dell Precision	6B4NGH1	1803	SW		10/22/2008	6/30/2015	\$1,295.16
F35104	TE	Computer	HJWSKH1	1830	SW		11/7/2008	6/30/2015	\$891.93
F35112	TE	Computer	CPWSKH1	1830	SW		11/7/2008	6/30/2015	\$891.93
F35115	TE	Computer	BPWSKH1	1830	SW		11/7/2008	6/30/2015	\$891.93
F35117	TE	Computer	GLWSKH1	1830	SW		11/7/2008	6/30/2015	\$891.93
F35121	TE	Computer	GMWSKH1	1830	SW		11/7/2008	6/30/2015	\$891.93
F35126	TE	Computer	5PWSKH1	1830	SW		11/7/2008	6/30/2015	\$891.93
F35136	TE	Computer	6LWSKH1	1830	SW		11/7/2008	6/30/2015	\$891.93
F35176	TE	COMPUTERS, DELL OPTIPLEX	3TW47J1	1802	SW		2/25/2009	6/30/2015	\$1,137.43
F35177	TE	COMPUTERS, DELL OPTIPLEX	95W47J1	1802	SW		2/25/2009	6/30/2015	\$1,137.43
F35178	TE	COMPUTERS, DELL OPTIPLEX	75W47J1	1802	SW		2/25/2009	6/30/2015	\$1,137.43
F35179	TE	COMPUTERS, DELL OPTIPLEX	85W47J1	1802	SW		2/25/2009	6/30/2015	\$1,137.43
F35181	TE	COMPUTERS, DELL OPTIPLEX	C5W47J1	1802	SW		2/25/2009	6/30/2015	\$1,137.43
F35182	TE	COMPUTERS, DELL OPTIPLEX	DSW47J1	1802	SW		2/25/2009	6/30/2015	\$1,137.43
F35184	TE	COMPUTERS, DELL OPTIPLEX	J5W47J1	1802	SW		2/25/2009	6/30/2015	\$1,137.43
F35185	TE	COMPUTERS, DELL OPTIPLEX	H5W47J1	1802	SW		2/25/2009	6/30/2015	\$1,137.43
F35232	TE	Computers, Dell optiplex	F584PJ1	1226	SW		4/16/2009	6/30/2015	\$1,024.43
F36216	TE	Computer,	BPPJMN1	1804	SW		11/9/2010	6/30/2015	\$1,142.39
Grand Total									\$357,595.23

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

To:	Board of Trustees	Date: July 20, 2015
Re:	Approval of Donation of Surplus Items	
Action:	Request for Approval	

BACKGROUND

Board Policy BP6550 allows the District to make available to non-profit organizations and school districts the opportunity to select items of interest prior to auction. Education Code 81452 allows the District to donate items having no monetary value.

ANALYSIS

Notices were e-mailed to thirty (30) non-profit organizations within the District's boundaries and thirty-five (35) school districts and community colleges in Orange County. One school district, Orange Unified School District and one non-profit organization, Vital Link selected items of interest and submitted a request for donation. Below are the items selected to be donated.

Orange Unified School District, CTE/STEM

Item Description	Barcode/Tag Number
(2) ea Podiums	n/a
(2) ea White Boards	n/a
(4) ea Tables, Fixed Leg	n/a
Office Chair, Blue	n/a
Folding Chair	n/a
Projection Screen	n/a
File Cabinet, 2 Drawer, Black	n/a
(12) ea Fixed Leg Tables w/Casters	n/a

Vital Link Education-Business Consortium, Tustin California

Item Description	Barcode/Tag Number
(2) ea Tables, Trapezoid Shaped	n/a
Podium, Redwood Finish, w/Casters	n/a

RECOMMENDATION

It is recommended that the Board of Trustees approve the donations to Orange Unified School District and Vital Link Education-Business Consortium as presented.

Fiscal Impact:	None	Board Date: July 20, 2015
Prepared by:	Tracey Conner-Crabbe, Director of Purchasing Services	
Submitted by:	Peter Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Recommended by:	Raúl Rodriguez, Chancellor	

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

To:	Board of Trustees	Date: July 20, 2015
Re:	Approval of RFP #1265-ACH/Debit Card Refunds and Disbursement Services	
Action:	Request for Approval	

BACKGROUND

On or after January 1, 2014, Senate Bill (SB) 595 requires each campus of the California Community Colleges to offer a student the option of receiving his or her financial aid disbursement via direct deposit into an account at a depository institution of the student's choosing and initiate such deposits within one business day.

The District has been cutting checks for all financial aid awards since the inception of the process, which results in a substantial amount of time elapsing between the time the check is cut and when the student receives their funds. In the interest of providing students with their financial aid awards funds in a more timely manner and adhering to the requirements of SB 595, while simultaneously reducing overall cost to the District and improving efficiency by eliminating the need to cut and mail up to 30,000 checks per year, the District has elected to seek an alternate solution to address this need.

ANALYSIS

The District issued Request for Proposal (RFP) #1265 ACH/Debit Card Refunds and Disbursement Services and advertised in compliance with public contract code. Eight (8) bidders who provide these services throughout California were sent the RFP directly, along with any other interested parties via the District's website. Two (2) bidders responded to the RFP and a committee consisting of managers from Financial Aid, Fiscal Services and Information Technology Services participated in the review of those responses. Both bidders were invited to provide a presentation on June 17, 2015. Various administrators, classified managers, classified staff and students from each campus who would be involved in the implementation and subsequent processing of the disbursements were invited to attend the presentations. A total of fourteen (14) participated in the presentations and asked detailed questions of each bidder about their processes.

Based on the details in the RFP response as well as the information in the presentation provided, the committee unanimously agreed to select Blackboard Inc., dba Blackboard Transact as the vendor to provide the ACH and debit card refunds and disbursements for the District. This determination was made largely based on the minimal amount of student fees charged by Blackboard Inc., dba Blackboard Transact as well as the flexibility in providing their service to the District's many AB540 and international students.

The total cost of the contract with Blackboard Inc., dba Blackboard Transact will be based on the number of transactions that occur once the process is in place. The District will be charged \$0.30 per ACH transaction, \$1.35 per paper check cut, and \$15.00 per paper check stop/stale date. It is

estimated that the cost of implementation and processing of financial aid checks and disbursements in the year of implementation would be approximately \$15,000 - \$17,000. Based on discussions with our neighboring districts who currently use ACH disbursements, it is estimated the number of electronic transactions will approach 80-90% of total financial aid disbursements over time. Once that percentage is reached, the annual cost is estimated to be approximately \$5,000 - \$7,000. Given that we currently cut between 25,000 – 30,000 checks per year for financial aid and we currently pay \$0.485 in postage for mailing each check, our current cost excluding the amount of staff time involved to process and stuff the checks is approximately \$12,000 - \$15,000. In addition, postage costs typically increase over time which would result in increases in additional savings.

The District also contacted several other districts currently utilizing Blackboard Inc., dba Blackboard Transact for their financial aid disbursement processing and they stated that the service provided was excellent for both the students and the district staff alike.

While there may be slightly higher upfront costs associated with the transition to this new process, in the long run, it will more than pay for itself in cost savings from reduced postage and ultimately, be a significantly better option for the District to get financial aid students the money they need in a much more timely and efficient manner at a bare minimum of cost to them (see attached student fee schedules for comparison between vendors as well as Blackboard’s Master Agreement).

RECOMMENDATION

It is recommended that the Board of Trustees accept the Request for Proposal and award the three-year contract for the ACH/Debit Card Refunds and Disbursement Services, RFP #1265 to Blackboard Inc., dba Blackboard Transact as presented and authorize the Vice Chancellor, Business Operations/Fiscal Services to execute the contract.

Fiscal Impact:	\$5,000 one-time fee, with per transaction costs per fee schedule	Board Date: July 20, 2015
Prepared by: :	Tracey Conner-Crabbe, Director of Purchasing Services Richard Kudlik, Manager, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

FEE AND TRANSACTION LIMIT SCHEDULE FOR THE MONEY NETWORK® SERVICE

The Money Network Service will deduct applicable fees from your Money Network (MN) Account or Premier Account balance for the services and transactions listed below. For details, see your Account Holder Agreement and other information contained in your Welcome Packet, visit www.moneynetworkedu.com or call Customer Service at 1.800.822.4283.

We reserve the right to revise the Fee Schedule from time to time, and will notify you in accordance with your Account Holder Agreement and applicable law. You acknowledge that by maintaining an Account and/or continuing to use the Services after such notification, you are thereby agreeing to any such revisions to the fees.

SPENDING MONEY	MN ACCOUNT ¹	PREMIER ACCOUNT
ATM Withdrawals (see below for ATM balance inquiry and decline fees) U.S. In-Network ATMs including Allpoint ATMs To find participating In-Network ATMs, use the Money Network mobile app (available at the App Store® and Google Play®), visit www.moneynetworkedu.com or call Customer Service. An additional surcharge may be separately charged by an owner or operator of an ATM.	\$0.00	\$0.00
ATM Withdrawals (see below for ATM balance inquiry and decline fees) U.S. Out-of-Network ATMs An additional surcharge may be separately charged by an owner or operator of an ATM.	\$2.50	\$2.50
ATM Withdrawals (see below for ATM balance inquiry and decline fees) Non-U.S. ATMs An additional surcharge may be separately charged by an owner or operator of an ATM. A foreign transaction conversion fee of 3% will apply to non-U.S. transactions. A Cross Border Transaction Fee of 0.8% will also apply. See "Foreign Transaction Fees" in your Account Holder Agreement for details.	\$3.00	\$3.00
Bank Teller Over-the-Counter Cash Withdrawal (at any bank that displays the logo shown on your card)	\$0.00	\$0.00
Money Network™ Check (use, order, or stop payment; cash at participating check-cashing locations) To find participating locations, use the Money Network mobile app (available at the App Store® and Google Play®), visit www.moneynetworkedu.com or call Customer Service.	\$0.00	\$0.00
Signature Point-of-Sale Transactions (for purchases, declines and returns) U.S. and Non-U.S. A foreign transaction conversion fee of 3% will apply to non-U.S. transactions. A Cross Border Transaction Fee of 0.8% will also apply. See "Foreign Transaction Fees" in your Account Holder Agreement for more information.	\$0.00	\$0.00
PIN Point-of-Sale Transactions – with or without Cash Back (for purchases, declines and returns) U.S. and Non-U.S. A foreign transaction conversion fee of 3% will apply to non-U.S. transactions. A Cross Border Transaction Fee of 0.8% will also apply. See "Foreign Transaction Fees" in your Account Holder Agreement for more information.	\$0.00	\$0.00
Transfer Funds to a U.S. Bank Account (ACH transfer)	\$4.00	\$4.00

MANAGING MONEY	MN ACCOUNT ¹	PREMIER ACCOUNT
Monthly Account Maintenance Fee Only applies after 13 months of no loads into the account. Will only be assessed until the account balance is zero.	\$3.50	\$3.50
Balance Inquiries and Alerts via Mobile App, Automated Phone System, Customer Service, Online Access, or Notifications (push, email or text) Your wireless carrier's standard messaging and data rates may apply.	\$0.00	\$0.00
Balance Inquiries and Declines at ATM U.S. In-Network ATMs An additional surcharge may be separately charged by an owner or operator of an ATM.	\$0.00	\$0.00
Balance Inquiries and Declines at ATM U.S. Out-of-Network ATMs An additional surcharge may be separately charged by an owner or operator of an ATM.	\$0.00	\$0.00
Balance Inquiries and Declines at ATM Non-U.S. ATMs An additional surcharge may be separately charged by an owner or operator of an ATM.	\$3.00	\$3.00
Customer Service 24/7	\$0.00	\$0.00
Refund Check Request- to receive remaining balance on a Paper Check	\$7.95	\$7.95
Replacement Card with Standard Delivery for a Non-Campus ID card	\$6.00	\$6.00
Replacement Card: Additional Fee for Expedited Delivery for a Non-Campus ID card	\$13.00	\$13.00
Monthly Paper Statement by Mail You may view statements online at no charge. You may also call to request transaction information or a printed 60-day history at no charge.	\$1.00	\$1.00

ADDING MONEY	MN ACCOUNT ¹	PREMIER ACCOUNT
Payroll Direct Deposit	N/A	\$0.00
Direct Deposit of Other Funds (for example: tax refunds, child support, etc.)	N/A	\$0.00
Load Cash at Participating Reload Locations (fee set by each reload location) To find participating reload locations, use the Money Network mobile app (available at the App Store® and Google Play®), visit www.edu.moneynetwork.com or call Customer Service.	N/A	Varies

TRANSACTION LIMIT SCHEDULE ²

ATM Withdrawal Limit	\$500 per transaction and per day (ATM owner may have lower limits)
Transactions at Point-of-Sale (POS)	\$3,000 per transaction and per day
Money Network Check Limit	\$9,999.99 per check (some check-cashing locations may have lower limits)
Bank Teller Over the Counter Cash Withdrawal	\$8,000 per transaction and per day (bank may have lower limits)
Non-Payroll ACH Loads (Tax Refunds and Others)	Money Network Account: N/A Premier Account: \$4,000 per day; \$8,000 per calendar month ¹
Retail or Reload Agent Loads (Premier Accounts only)	Money Network Account: N/A Premier Account: \$1,100 per transaction; \$2,500 per day; \$5,000 per calendar month ¹
Premier Account Balance Maximum Allowed	\$8,000 at any time
ACH Transfer to a U.S. Bank Account	\$8,000 per transaction

¹ To upgrade to the Premier Account at no charge, please call Money Network Customer Service in order to complete the one-time verification of your identity. Once you upgrade to a Premier Account, you may avoid the Monthly Account Maintenance Fee by loading funds to your card at least once every thirteen months.

² For security and regulatory reasons, we may further limit the number, type, or dollar amount of the transactions you may make using your Account, or suspend the use of your Account and/or Card.

Fee Schedules

We offer optional services to help you manage your account and avoid fees. To learn more use [EasyHelp](#)SM. Also, we've made our Fee Schedule even easier to understand. We have voluntarily adapted Pew's simple disclosure format.

OneAccount

<u>How to Use the OneAccount for Free</u>		Effective January 31, 2015		
Account Usage	Fee Name	Fee	Explanation	How to Avoid Fee
	Minimum deposit needed to open account	No minimum deposit	There is no minimum opening deposit for the OneAccount.	N/A
	Monthly service fee	\$3.95 per month ¹ \$0 monthly service fee when: You are a student ² OR Direct deposit \$100.00 or more per month	You have chosen the OneAccount which has a monthly service fee unless you are a student or set up direct deposit.	\$0 monthly service fee when: You are a student OR Direct deposit \$100.00 or more per month.
	ATM fee (for using Higher One's ATMs)	No ATM fee for using a Higher One ATM.	You can withdraw cash for free at Higher One ATMs.	N/A
	Fee for using a non-Higher One ATM	\$2.50 (Plus any fees the ATM owner charges)	A non-Higher One ATM has been used. (Includes all withdrawals, inquiries, and declines.) Higher One will only charge up to one non-Higher One ATM decline fee and up to one non-Higher One balance inquiry fee per day.	Make sure you use FREE Higher One ATMs.
	International ATM fee	\$5.00	A non-Higher One ATM has been used in an area outside of the United States. Currently, Higher One has no international ATMs.	Conduct Debit MasterCard signature (Swipe & Sign) transactions for all your purchases instead of visiting the ATM.
	Merchant PIN-based transaction	\$0.50 per transaction	At checkout you selected "debit" and entered your Personal Identification Number (PIN), or a merchant processed your transaction as a PIN-less debit transaction even if you did not explicitly provide your PIN. When merchants process a transaction as a PIN-less debit, the PIN fee cannot be avoided.	Instead of entering your Personal Identification Number (PIN) at checkout, choose "credit" and sign the receipt to avoid the PIN fee. When merchants process a transaction as a PIN-less debit, the PIN fee cannot be avoided. If the merchant prompts you to enter your PIN, you may have to hit "cancel" to change the payment type to "credit".

Overdrafts	Insufficient Funds Fee Returned Item or Paid Item (No insufficient funds fees on card transactions)	First item (for lifetime of the account): \$29.00 All additional items: \$38.00	You have spent more money than you have available in your OneAccount by making payments via an e-check, paper check, or via ACH. The maximum number of insufficient funds fee/unavailable funds fee returned item or paid item charged is up to 3 per day. The same item may be submitted multiple times to your account. You will not be charged this fee when your end of day account balance is overdrawn by \$5.00 or less.	Sign up for our Mobile Alerts, track your purchases and pay special attention to purchases made with an e-check or a paper check, and via ACH.
	Unavailable Funds Fee Returned Item or Paid Item (No unavailable funds fees on card transactions)	First item (for lifetime of the account): \$29.00 All additional items: \$38.00	You have deposited items that are uncollected or a hold has been placed on your OneAccount. The maximum number of insufficient funds fee/unavailable funds fee returned item or paid item charged is up to 3 per day. The same item may be submitted multiple times to your account. You will not be charged this fee when your end of day account balance is overdrawn by \$5.00 or less.	Sign up for our Mobile Alerts, track your purchases and pay special attention to purchases made with an e-check or a paper check, and via ACH.
	Maximum number of Insufficient Funds Fee/Unavailable Funds Fee Returned Item or Paid Item charged per day.	Up to 3	You have spent more money than you have available in your OneAccount by making payments via an e-check, paper check, or via ACH.	Sign up for our Mobile Alerts, track your purchases and pay special attention to purchases made with an e-check or a paper check, and via ACH.

Other Fees	Stop payment fee	\$24.00	You have requested the stop payment of a check or electronic transaction.	Do your best to keep your checks in a safe place to protect against loss or theft, keep track of checks that are written, and be sure you have sufficient funds in your account to cover outstanding checks or electronic transfers.
	Card replacement	\$20.00	A replacement card was ordered for you.	Be sure to keep your card in a safe place to protect against loss or theft.

Return deposit item	\$7.00	A deposit was made into the OneAccount that does not clear the other bank. For example, someone writes you a check that bounces because they do not have sufficient funds in their account.	Do your best to confirm that someone who writes you a check has sufficient funds in their account. When adding money to your OneAccount, make sure that your other bank account contains enough funds to complete the transfer successfully.
Order for personal checks	\$7.95	You ordered 50 standard personal checks.	Online Bill Pay is a FREE alternative to writing personal checks.
Official check	\$8.00	Per your request, Higher One has Issued an official check.	Official checks are only required for very specific instances such as closing costs for a home purchase. These are not checks you will be required to use on a regular basis.
Multiple copies of checks, deposits and archived statements	First copy no additional fee. \$5.00 per additional item.	Sometimes, to reconcile records or figure out what you paid to whom, you may want more information than is offered on a statement. In this case, you can order check, deposit or archived documents for free. However, there is a fee for more than one copy of this document.	Do your best to only request a single copy of these documents and be sure to make use of the online services. Consider printing your account statements periodically so that you have easy access to this information should you require it.
Teller withdrawal fee	3.5% (\$5.00 minimum)	You used your card to make a cash withdrawal from a teller at a bank. This fee is in addition to any fees charged by the bank.	Conduct Debit MasterCard signature (Swipe & Sign) transactions for all your purchases, or withdraw cash for free at a Higher One ATM. Click here for cash withdrawal limits.
International transaction fee	3%	Your card was used at a merchant location that is identified as being outside of the United States.	This fee is applied for being able to use your card in this manner.
Account research fee	\$25.00 per hour	You requested that we conduct research regarding transaction activity or history on your account. This may include statement balancing.	Keep copies of your account statements.
Outgoing wire transfer	Domestic: \$25.00	Per your request, Higher One has debited funds from your OneAccount via wire transfer for delivery to another bank account. Wire transfers are designed to be the fastest way to move money, however they do come at a price.	Higher One offers less costly alternatives for transferring funds. Always explore these options prior to requesting a wire transfer and paying the fee.
Green Dot® Reload @ the Register™	\$4.95 or less	Ask the cashier to add cash directly to your Higher One card at participating retailers. A fee of \$4.95 or less is charged by Green Dot per deposit. This fee is paid at the register. You can reload any amount from \$20 to \$500 as long as card limits are not exceeded. Keep your receipt.	N/A
Expedited Online Bill Pay fee	\$4.95	Expedited Online Bill Pay allows you to make a same Business Day electronic payment to select recipients set up to receive electronic payments. Your payment must be scheduled before the recipient's cutoff time on any Business Day and it will be electronically delivered that day.	Use standard Online Bill Pay at no cost.

Additional Information

Processing Policies	Posting order (the order in which deposits and withdrawals are processed) - summary	Typically, we post credits first and will pay all other items by type in the date and time order of the transaction received unless a) it is a check or a converted check that contains a serial number or b) a date and time stamp is not present. Items with serial numbers will be paid in serial number order and items without date and time stamps will be paid in the order they are received.
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Deposit Hold Policy <small>(when funds deposited into your account are available)</small>	Direct deposit	Same business day
	Green Dot® Reload @ the Register™	Same business day
	Wire transfer	Same business day
	U.S. Treasury checks	Next business day
	State or local government checks	Next business day
	Cashier, certified, and teller's checks	Next business day
	Federal Reserve Bank checks, Federal Home Loan Bank checks, and U.S. Postal Service money orders	Next business day
	Other paper checks	Second business day
	Other money orders (e.g. MoneyGram or Western Union)	Second business day
	EasyDeposit SM Mobile	See our Funds Availability Policy
Transfer Money	See our Funds Availability Policy	
<ul style="list-style-type: none"> If something causes a longer hold on a check, and the check is ineligible for next day availability, per our Funds Availability Policy, the first \$500 will be available on the first business day after the day of your deposit. See our Funds Availability Policy for more information or log into your account and access the Funds Availability Example from your online statement. 		

Dispute Resolution	Summary of agreement	Your account is governed by the <u>Account Terms and Conditions</u> and <u>Account Related Disclosures</u> . Please refer to this Agreement for complete account details.
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¹ OneAccount account holders will be charged \$3.95 per month. The monthly service fee will only reduce an account to a zero balance, which may result in customers being charged less than \$3.95 a month. The monthly service fee may be applied to the customer's account within 5 business days after the close of their monthly statement cycle. If the account holder is a student, as defined below, or identified by a Higher One client school as an employee or performs a direct deposit of \$100.00 or more per month, the \$3.95 monthly service fee will not be assessed. A financial aid refund does not qualify as a direct deposit.

² Students are defined as those who have received a financial aid refund deposit to their checking account, serviced by Higher One, Inc., in the past 6 months or self-identified as a student on their program website.



This Blackboard Order Form (“Order Form”) by and between Blackboard (as defined below) and Rancho Santiago Community College District (“Customer”) details the terms of Customer’s use of the products and services set forth below (“Product and Pricing Summary”). This Order Form shall become effective on the Effective Date. This Order Form, together with the Blackboard Master Agreement located at <http://agreements.blackboard.com/bbinc/blackboardmaster.aspx> and incorporated by this reference, form the entire agreement between the parties in respect of the products and services set forth in the Product and Pricing Summary. Notwithstanding anything to the contrary in any purchase order or other document provided by Customer, any product or service provided by Blackboard to Customer in connection with a purchase order related to this Order Form is conditioned upon Customer’s acceptance of this Order Form and the Blackboard Master Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Customer or Blackboard, as applicable.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Product and Pricing Summary

Qty	U of M	Product Code	Product or Service Description	Year 1-3 Initial Term Fee
1	EA	PAY-CHECKDISB	BBPAY CHECK DISBURSEMENT	\$ 1.35
1	EA	PAY-STALEDATECK	BBPAY STALE DATE CHECK	\$ 15
1	EA	PAY-STOPPAYMT	BBPAY STOP PAYMENT	\$ 15
1	EA	PAY-ACH	BBPAY ACH DISBURSEMENT FEE	\$ 0.3
1	EA	PAY-SVCFEE	FUNDS DISBURSEMENTS	\$ 5000

B. Term

- Initial Term:** Unless otherwise specified in the Product or Service Description above, the Initial Term shall be three (3) years following the Effective Date.
- Unless otherwise specified in the Product or Service Description above, this Order Form shall be renewed automatically for successive periods of two (2) years (each a “Renewal Term”) after the expiration of the Initial Term and any subsequent Renewal Term, unless Customer provides Blackboard, or Blackboard provides Customer, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
- Effective Date:** Upon execution of this Order Form.

C. Payment Terms

- All initial and subsequent payments shall be due Net 30. Unless otherwise specified, all dollars (\$) are United States currency.
- Customer shall be invoiced for amounts due in respect of the first year of the Initial Term upon execution of this Order Form.
- Sales Tax:** If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

D. Special Provisions

- All terms and conditions at <http://agreements.blackboard.com/bbinc/electronic-disbursement-services-schedule.aspx> are incorporated herein.
- Electronic ACH disbursement fee: Thirty cents (\$0.30) per ACH to a student-designated domestic bank account. Fees will be calculated on a monthly basis and payable at least twice a year.
- One time implementation fee: \$5000.00, ACH Disbursements: \$.30, Paper Check: \$1.35, Paper check stops/stale dates: \$15.00/occurrence

Customer: Rancho Santiago Community College District
Signature
Name (printed)
Title (printed)
Date

Blackboard (“Blackboard”)
Signature TESS FRAZIER
Name (printed) VICE PRESIDENT
Title (printed)
Date

BLACKBOARD MASTER AGREEMENT

1. SCOPE OF AGREEMENT.

1.1 Order Forms. This Blackboard master agreement (“**Master Agreement**”) between Customer and Blackboard describes the general terms by which Customer may license or purchase, as applicable, an Offering (as defined below) from Blackboard. This Master Agreement, together with the Order Form(s) and Schedule(s) referencing it, form the entire agreement between the Parties in respect of the specified Offering. Customer acknowledges that it only has right to use and/or receive the Offering to the extent provided pursuant to one or more applicable Order Forms.

1.2 Order of Precedence. In the event a conflict arises between this Master Agreement and the provisions of any Order Form or Schedule, this Master Agreement will govern unless the relevant Order Form or Schedule expressly provides otherwise. No term or provision set forth or cross-referenced in any purchase order or payment documentation will be construed to amend, add to, or supersede any provision of this Agreement.

2. DEFINITIONS.

2.1 “Agreement” means this Master Agreement, the Order Form(s), Schedule(s) and other exhibits to such Order Form(s) or Schedule(s), as amended from time to time.

2.2 “Authorized End User” means an individual authorized by the Customer to use or otherwise access an Offering from time to time in the manner set forth in this Agreement.

2.3 “Available Date” means, with respect to any particular Offering, the date upon which the Offering is made available to Customer pursuant to the terms of the relevant Order Form, regardless of whether Customer utilizes the Offering.

2.4 “Blackboard” means the definition set forth in the relevant Order Form.

2.5 “Blackboard Property” means all materials, including, but not limited to any computer software (in object code, source code form or as a hosted solution, and including, without limitation, all interfaces), script, programming code, data, database schema, web use statistics, information or HTML script, design elements, formulas, documentation, templates, formatting, CGIs, Javascripts, PL/SQL coding, other applications, content, software or other technology made, conceived, developed or provided by Blackboard or its suppliers and any trade secrets, know-how, methodologies and processes related to Blackboard’s products or services, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights therein and any Derivative Works thereof.

2.6 “Confidential Information” means any non-public information disclosed by either Party to the other that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential. Without limiting the generality of the foregoing, Confidential Information will be deemed to include, without limitation, information about a Party’s business, operations, vendors or customers. Blackboard’s Confidential Information will be deemed to include all Blackboard Property; Customer’s Confidential Information will be deemed to include all Customer Property.

2.7 “Customer” means the customer identified on the relevant Order Form.

2.8 “Customer Content” means any data, information, graphics or other media files or other content provided by Customer or any end user through use of an Offering.

2.9 “Customer Property” means all graphic user interface, text, images, music, designs, products, computer programs, drawings, content, end user information, documentation, notes, development aids, technical documentation, information and other materials provided by Customer to Blackboard for use in connection with the Offering, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights therein. Customer Property includes any third party software provided by, or made available at the request of, Customer for use in connection with any Offering.

2.10 “Derivative Works” shall mean a work based upon one or more preexisting works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgement, condensation, or any other form in which the preexisting work may be recast, transformed, or adapted. A work consisting of editorial revisions, annotations, elaborations, or other modifications which, as a whole, represent an original work of authorship, is a “derivative work”. The term Derivative Works shall not include and Blackboard shall not obtain any rights with respect to any Confidential Information of the Customer or any Customer-developed content or other Customer materials that are used in conjunction with the Blackboard Materials but that are not based upon or derived from the Blackboard Materials or any portion thereof.

2.11 “Documentation” means, with respect to any particular Offering, any applicable standard end user specifications and/or operating instructions provided by Blackboard for such Offering, which may be amended from time to time. Documentation does not include any sales or marketing materials.

2.12 “Effective Date” means the effective date set forth in the relevant Order Form.

2.13 “Equipment” means any hardware and/or firmware provided by Blackboard to Customer.

2.14 “Offering” means Software, Services, Professional Services or Equipment, as applicable.

2.15 “Order Form” a document executed by both parties which lists items to be purchased and/or licensed by Customer as well as other information related to such items, each of which is incorporated into this Agreement.

2.16 “Party” means either Blackboard or Customer.

2.17 “Professional Services” means any professional services provided by Blackboard to Customer.

2.18 “SaaS Service” means software provided by Blackboard as a Blackboard-hosted solution.

2.19 “Services” means any services provided by Blackboard to Customer, including, without limitation, any SaaS Service.

2.20 “Software” means the object code version of software provided by Blackboard to Customer.

2.21 “Test Copy” means a copy of the Software which may be used only for purposes of testing the Software in Customer’s environment, and not for production purposes.

3. PROPRIETARY RIGHTS

3.1 Ownership of Customer Property. As between Customer and Blackboard, Customer Property is and shall remain the sole and exclusive property of Customer.

3.2 Ownership of Blackboard Property. As between Customer and Blackboard, Blackboard Property is and shall remain the sole and exclusive property of Blackboard or its licensors or suppliers.

3.3 Vesting of Rights. To the extent, if any, that ownership of any of the Blackboard Property does not reside or automatically vest in Blackboard, Customer hereby transfers and assigns to Blackboard all rights, title interest and goodwill which Customer may have in and to Blackboard Property. Without prejudice to the generality of the foregoing, in the event that ownership of any Blackboard Property vests in

Customer for any reason, Customer agrees to execute all such instruments and do all such things as Blackboard may require of it to transfer or assign such ownership to Blackboard.

3.4 Non-exclusivity. Customer acknowledges that it has no rights of exclusivity as to any of the Offerings to be provided by Blackboard, and that Blackboard shall have the right to provide to third parties with software, services and equipment which are the same or similar to those provided to Customer, and to use or otherwise exploit any Blackboard Property in providing such services.

3.5 Blackboard Use of Customer Property. During the term of this Agreement, Customer grants to Blackboard, solely to perform its obligations hereunder, a non-exclusive, royalty-free license (a) to modify, arrange, combine, copy, store, transmit, distribute, and otherwise use the Customer Property and each element thereof generally and in combination with other elements of the Customer Property and the Blackboard Property, and (b) to make archive or backup copies and other copies of the Customer Property. Customer hereby grants to Blackboard an unrestricted, irrevocable (subject to a material breach), non-exclusive, perpetual, worldwide license to use the Customer Property during the Term, for the sole purpose of performing its obligations hereunder.

3.6 General Usage Restrictions. Customer agrees not to use any Offering for purposes beyond the scope of this Agreement. Without limiting the foregoing, Customer shall not: (a) modify the Offering or create any derivative product of the Software or SaaS Service, except with the prior written consent of Blackboard, provided that the foregoing shall not be construed to prohibit Customer from configuring the Software or SaaS Service to the extent permitted by the solution's standard user interface, (b) sublicense, assign, sell, lease or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights under the Agreement other than as expressly provided for herein, or (c) use the Offering to provide services to third parties other than Authorized End Users in the nature of a service bureau, time sharing arrangement or as an application service provider, as such terms are ordinarily understood within the software industry or for any other reason. Customer will not obscure, remove or alter any of the trademarks, trade names, logos, patent, trademark, or copyright notices or markings to the Software or SaaS Service, nor will Customer add any other notices or markings to the Software or SaaS Service or any portion thereof except as permitted by the solution's standard user interface. Customer shall not use the Software or SaaS Service in violation of Blackboard's obligations to any third party incurred prior to the Effective Date, provided that Blackboard has notified Customer of such obligation. Further, in the event that Customer exceeds its license limitations, as set forth in an applicable Schedule or Order Form, additional fees may apply, and Customer shall, on an annual basis, provide Blackboard with documentation as reasonably required by Blackboard to verify its compliance with such license limitations.

3.7 Customer Property. Customer represents and warrants that: (a) Customer owns or has sufficient rights in and to the Customer Property, including, without limitation, personal, educational, and financial information contained within the Customer Property, in order for Customer and its Authorized End Users to use, and permit use of, the Offering(s), and (b) the Customer Property does not and shall not contain any content, materials, advertising or services that infringe on or violate any applicable law, regulation, or right of a third party. Customer also acknowledges that Customer Property may be accessed by Blackboard's support or Managed Hosting personnel outside of the country of the hosted facility, and hereby authorizes such access. Blackboard does not operate or control the information, services, opinions or other content of the Internet that may be incorporated in, operated with or otherwise displayed by the Offerings. Blackboard reserves the right to remove from any Offering any Customer Property that Blackboard determines, in its sole discretion, may subject Blackboard to liability or may be dangerous, offensive, pornographic, or in violation of applicable law or regulations or the terms of this Agreement. Customer agrees that it shall make no claim whatsoever against Blackboard relating to the Customer Property (or Blackboard's removal thereof pursuant to the preceding sentence) or content of the Internet or respecting any information, product, service or software ordered through or provided via the Internet.

4. REPRESENTATIONS.

4.1 By Blackboard. Blackboard represents and warrants that (a) Blackboard and any person executing or otherwise agreeing on Blackboard's behalf to this Agreement (including any Schedule, Order Form or click-through agreement which may be incorporated into this Agreement from time to time) has authority to enter into this Agreement, and (b) during the Term Blackboard will comply with all applicable laws and regulations governing all matters set forth herein.

4.2 By Customer. Customer represents and warrants that (a) Customer and any person executing or otherwise agreeing on Customer's behalf to this Agreement (including any Schedule, Order Form or click-through agreement which may be incorporated into this Agreement from time to time) has authority to enter into this Agreement, (b) during the Term it will comply with all applicable laws and regulations governing all matters set forth herein; (c) during the Term it will comply with the then current Blackboard privacy policies, which Blackboard reserves the right to modify, from time to time, effective five (5) days after such modified policies are posted at the relevant link, such posting to constitute effective notice of changes, which privacy policies are hereby incorporated by reference; (d) during the Term Customer shall refrain from using any Offering in a manner that is libelous, defamatory, obscene, infringing or illegal, or otherwise abusing the Offering or the resources available through the Offering; (e) Customer will take appropriate steps to ensure that it does not share access information (including user identification data and passwords) with third parties except as expressly permitted under this Agreement and (f) during the Term, to the extent that Authorized End Users exercise the rights granted to Customer under this Agreement, Customer shall ensure that such Authorized End Users comply with the obligations applicable to such exercise set forth in this Agreement.

5. TERM; TERMINATION.

5.1 Term. This Agreement shall commence as of the Effective Date and shall continue in effect until the later of: (a) the expiration of the minimum term, as specified on the relevant Order Form, or (b) the expiration or termination of all Order Forms. Each Order Form, and the license(s) associated therewith, shall terminate as set forth in such Order Form.

5.2 Termination for Breach. In the event that either Party materially breaches any obligation, representation or warranty under this Agreement, the non-breaching Party may terminate this Agreement in its entirety, or, at the non-breaching Party's option, it may terminate solely the relevant Order Form pursuant to which such breach has occurred, provided in either case that such breach has not been corrected within thirty (30) days after receipt of a written notice of such breach. Without limiting the foregoing, either Party may terminate this Agreement immediately upon written notice to the other Party in the event the other Party materially breaches the provisions of Section 9 or the license usage restrictions in any Order Form.

5.3 Effect of Termination. Upon termination of this Agreement, all Order Forms shall automatically and immediately terminate, and all licenses granted under this Agreement shall immediately cease. Upon termination, Customer will immediately discontinue all use of materials licensed under this Agreement, and will pay to Blackboard all amounts due and payable hereunder. Also, in the event of any termination prior to the end of any Order Form's term, Customer shall immediately pay Blackboard all fees which are then due or would become due had no termination occurred. Each Party: (a) will immediately cease any use of the other Party's Confidential Information, (b) will delete any of the other Party's Confidential Information from its computer storage or any other media, including, but not limited to, online and off-line libraries; and (iii) will return to the other Party or, at the other Party's option, destroy, all copies of the other Party's Confidential Information then in its

possession. Without limiting the foregoing, upon termination of any Order Form (including upon termination of this Agreement in its entirety), the provisions of such Order Form regarding the effect of such Order Form's termination shall also apply.

5.4 Survival. The termination or expiration of the Agreement shall not relieve either Party of any obligation or liability, nor impair the exercise of rights, accrued hereunder prior to such termination. Without limiting the foregoing, the provisions of Sections 1, 2, 5, 7, 9 and 10 of this Master Agreement shall survive the termination of this Agreement for any reason.

6. FEES; EXPENSES.

6.1 Fees; Payments. In consideration for Blackboard's performance under this Agreement, Customer agrees to pay Blackboard all fees required by the Order Forms, as applicable, which fees will be due in accordance with the provisions of the relevant Order Form, but in no event later than thirty (30) days after the date of an invoice from Blackboard. Blackboard expressly reserves the right to change the fees payable under any Order Form with respect to any renewal of such Order Form upon expiration of its then-current term. All fees for any annual term Software license or annual Services shall be due and payable upon the date of execution of the applicable Order Form. Customer will pay all fees in U.S. dollars unless otherwise set forth in the applicable Order Form. Payments shall be sent to the address indicated on the invoice.

6.2 Late Fees. Blackboard may charge interest on any overdue amounts at the lower of: (a) the highest permissible rate, or (b) 18% per annum, charged at 1.5% per month from the date on which such amount fell due until the date of payment, whether before or after judgment. Customer acknowledges that any delay in payment for any Initial Term or Renewal Term may result in termination of the Blackboard license and/or an interruption in service at Blackboard's sole discretion.

6.3 Taxes. The fees hereunder do not include any sales, use, excise, import or export, value-added ("VAT"), goods and services ("GST"), or similar tax or interest, or any costs associated with the collection or withholding thereof, or any government permit fees, license fees or customs or similar fees ("Taxes") levied on the delivery of any Software or Equipment or the performance of Services by Blackboard to Customer. Customer will be responsible for payment of such Taxes at point of sale. If Customer is exempt from any such Taxes, then such Taxes shall not be charged to Customer upon Blackboard's receipt of a copy of documentation acceptable to Blackboard that satisfies the requirements of the relevant tax authority to exempt such fees from such Tax (such as Customer's tax exemption certificate, or VAT Registration Number.) All payments due under this Agreement shall be made without any deduction or withholding, unless such deduction or withholding is required by any applicable law, regulation, or rule then in effect. If Customer is required to deduct or withhold, Customer will promptly notify Blackboard of the requirement, timely pay the required amount to the relevant tax authority, provide Blackboard with an official receipt, certified copy or other documentation acceptable to Blackboard evidencing payment, and pay to Blackboard the amount to which Blackboard is otherwise entitled under this Agreement, less the amount required to be deducted or withheld. In the event, and to the extent, that Blackboard is unable to claim an income tax credit for the full amount deducted or withheld (the "Unrecouped Withholding"), Customer shall pay Blackboard, within sixty (60) days following receipt of an invoice from Blackboard, the Unrecouped Withholding.

6.4 Expenses. Except as provided in this Agreement, each party will be responsible for its own expenses incurred in rendering its performance or exercising its rights under this Agreement, including, without limitation, the cost of facilities, work space, computers and computer time, development tools and platforms, utilities management, personnel and supplies. In addition, if Blackboard is required by applicable law, legal process or government action or for a Customer audit to produce information, files, documents or personnel as witnesses with respect to this Agreement or the products or services provided to Customer by Blackboard, Customer shall reimburse Blackboard for any professional time and expenses including reasonable external or internal legal costs incurred to respond to the request, unless Blackboard is a party to the proceeding or the subject of the investigation.

6.5 Purchase Orders. Customer agrees that if its internal procedures require that a purchase order be issued as a prerequisite to payment of any amounts due to Blackboard, it will timely issue such purchase order and inform Blackboard of the number and amount thereof. Customer agrees that the absence of a purchase order, other ordering document or administrative procedure may not be raised as a defense to avoid or impair the performance of any of Customer's obligations under this Agreement, including payment of amounts owed to Blackboard.

7. WARRANTIES, LIMITATIONS OF LIABILITY AND INDEMNIFICATION.

7.1 Disclaimer of Warranty. EXCEPT AS EXPRESSLY AND SPECIFICALLY PROVIDED IN ANY ORDER FORM OR SCHEDULE: (A) THE OFFERINGS ARE PROVIDED "AS IS" AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, BLACKBOARD AND ITS LICENSORS AND SUPPLIERS DISCLAIM ALL OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) NEITHER BLACKBOARD NOR ITS LICENSORS WARRANT THAT THE FUNCTIONS OR INFORMATION CONTAINED IN THE SOFTWARE WILL MEET ANY REQUIREMENTS OR NEEDS CUSTOMER MAY HAVE, OR THAT THE SOFTWARE WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION, OR THAT ANY DEFECTS OR ERRORS IN THE SOFTWARE WILL BE CORRECTED, OR THAT THE SOFTWARE IS COMPATIBLE WITH ANY PARTICULAR COMPUTER SYSTEM OR SOFTWARE; AND (C) BLACKBOARD AND ITS LICENSORS MAKE NO GUARANTEE OF ACCESS TO OR OF ACCURACY OF THE CONTENT CONTAINED IN OR ACCESSED THROUGH THE OFFERINGS.

7.2 Limitations of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY OF THE FOLLOWING TYPES OF LOSS OR DAMAGE ARISING IN ANY WAY OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE OFFERINGS, WHETHER OR NOT SUCH PARTY WAS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE: (A) ANY LOSS OF BUSINESS, CONTRACTS, PROFITS, ANTICIPATED SAVINGS, GOODWILL OR REVENUE; (B) ANY LOSS OR CORRUPTION OF DATA OR (C) ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES). EXCEPT FOR THE INDEMNITY SET FORTH IN SECTION 8.1, IN NO EVENT SHALL BLACKBOARD OR ITS LICENSORS' CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM, EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER UNDER THIS AGREEMENT FOR THE AFFECTED OFFERING DURING THE TWELVE (12)-MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT, ACT OR OMISSION GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

7.3 Essential Basis. The Parties acknowledge and agree that the disclaimers, exclusions and limitations of liability set forth in this Section 7 form an essential basis of this Agreement, and that, absent any such disclaimers, exclusions or limitations of liability, the terms of this Agreement, including, without limitation, the economic terms, would be substantially different.

7.4 Indemnification.

a. Indemnification by Customer. In addition to any indemnification obligations set forth in an applicable Schedule or Order Form, Customer will indemnify, defend and hold harmless Blackboard, its affiliates and their respective directors, officers, employees, agents, successors and

assigns (each a "**Blackboard Indemnitee**") from and against any and all losses, damages or expenses (including, without limitation, reasonable attorneys' fees and costs) arising from any claim, suit or proceeding brought by a third party against a Blackboard Indemnitee arising out of Customer's (i) gross negligence or willful misconduct; or (ii) breach of representation and warranty under the Agreement.

b. Indemnification by Blackboard. In addition to any indemnification obligations set forth in an applicable Schedule or Order Form, Blackboard will indemnify, defend and hold harmless Customer, its affiliates and their respective directors, officers, employees, agents, successors and assigns (each a "**Customer Indemnitee**") from and against any and all losses, damages or expenses (including, without limitation, reasonable attorneys' fees and costs) arising from any claim, suit or proceeding brought by a third party against a Customer Indemnitee arising out of Blackboard's (i) gross negligence or willful misconduct; or (ii) breach of representation and warranty under the Agreement.

c. Inapplicability to Infringement. For the avoidance of doubt, the indemnification obligations set forth in this Section 7.4 shall not apply to infringement, which is addressed under Section 8 hereof.

8. INFRINGEMENT.

8.1 Blackboard Infringement Obligations. If any third party brings a claim against Customer alleging that the Offering infringes a U.S. or European patent or a copyright under applicable law of any jurisdiction in which Customer is using the Offering, Customer must promptly notify Blackboard in writing and make no admission in relation to such alleged infringement. Provided that Customer has promptly fulfilled all of the foregoing obligations and is not in material breach of the Agreement, Blackboard shall at its own expense and option: (a) indemnify, defend, and settle such claim, (b) procure Customer the right to use the Offering, (c) modify or replace the Offering to avoid infringement; or (iv) refund the applicable fee paid for the current term. In the event that Blackboard exercises option (a) above, it shall have the sole and exclusive authority to defend and/or settle any such claim or action, provided that Blackboard will keep Customer informed of, and will consult with any independent legal advisors appointed by Customer at Customer's own expense regarding the progress of such defense.

8.2 Exceptions. Blackboard shall have no liability to Customer under Section 8.1 or otherwise for any claim or action alleging infringement based upon: (a) any use of the Offering in a manner other than as specified by Blackboard, (b) any combination of the Offering with other products, equipment, devices, software, systems or data not manufactured or provided by Blackboard to the extent such claim is directed against such combination, (c) the Customer Content, or the use of the Customer Content, or (d) any modifications or customization of the Offering by any person other than Blackboard or a Blackboard-authorized third party (any of the foregoing, separately and collectively, "**Customer Matters**").

8.3 Customer Infringement Obligations. Customer shall, at its own expense, indemnify and, at Blackboard's option, defend Blackboard and each other Blackboard Indemnitee against any losses, damages or expenses (including, without limitation, reasonable attorneys' fees and costs) arising from any claim, suit or proceeding brought by a third party against a Blackboard Indemnitee arising out of a Customer Matter and shall pay any damages finally awarded or settlement amounts agreed upon to the extent based upon a Customer Matter (any of the foregoing indemnifiable matters, each a "**Blackboard Claim**"), provided that Customer will not settle any Blackboard Claim unless such settlement completely and forever releases each Blackboard Indemnitee with respect thereto or unless Blackboard provides its prior written consent to such settlement. Blackboard agrees (a) to provide Customer with prompt written notice of any Blackboard Claim, and (b) to provide such assistance as Customer may reasonably request, at Customer's expense, in order to settle or defend any such Blackboard Claim.

8.4 Exclusive Remedy. THE FOREGOING PROVISIONS OF THIS SECTION 8 STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF EACH PARTY, AND THE EXCLUSIVE REMEDY OF EACH PARTY WITH RESPECT TO CLAIMS BY ANY THIRD PARTY ALLEGING INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT.

9. CONFIDENTIALITY.

9.1 Nondisclosure and Nonuse. Each Party receiving Confidential Information agrees not to use such Confidential Information except for the purposes set forth in this Agreement, and pursuant to such use shall disclose such Confidential Information only to those directors, officers, employees and agents of such Party (a) whose duties justify their need to know such information, and (b) who have been clearly informed of their obligation to maintain the confidential, proprietary and/or trade secret status of such Confidential Information. Each Party receiving Confidential Information shall treat such information as strictly confidential, and shall use the same care to prevent disclosure of such information as such Party uses with respect to its own confidential and proprietary information, provided that in any case it shall not use less than the care a reasonable person would use under similar circumstances. Each Party acknowledges that it has all requisite authority under applicable laws to provide the other Party with access to Confidential Information.

9.2 Notice. The receiving Party will promptly notify the disclosing Party in the event the receiving Party learns of any unauthorized possession, use or disclosure of the Confidential Information and will provide such cooperation as the disclosing Party may reasonably request, at the disclosing Party's expense, in any litigation against any third parties to protect the disclosing Party's rights with respect to the Confidential Information.

9.3 Terms of Agreement. Except as otherwise provided by law, neither Party shall disclose the terms of the Agreement to any third party; provided, however, that either Party may disclose the terms of this Agreement to its professional advisers, or to any potential investor or acquirer of a substantial part of such Party's business (whether by merger, sale of assets, sale of stock or otherwise), provided that such third party is bound by a written agreement or legal duty on terms at least as strict as those set out in this Section 9 to keep such terms confidential.

9.4 Exceptions to Confidential Treatment. Notwithstanding the foregoing, the preceding provisions of this Section 9 will not apply to information that: (a) is publicly available or in the public domain at the time disclosed, (b) is or becomes publicly available or enters the public domain through no fault of the recipient, (c) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto, (d) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure, (e) is independently developed by the recipient, or (f) is approved for release or disclosure by the disclosing Party without restriction. Each Party may disclose Confidential Information to the limited extent necessary: (a) to comply with the order of a court of competent jurisdiction or other governmental body having authority over such Party, provided that the Party making the disclosure pursuant to the order will first have given notice to the other Party and made a reasonable effort to obtain a protective order, (b) to comply with applicable law or regulation requiring such disclosure, or (c) to make such court filings as may be required to establish a Party's rights under this Agreement. Notwithstanding anything in this Section to the contrary, and, subject to applicable law, Blackboard shall have the right to share individual Authorized End User Confidential Information to the extent it has received consent for such sharing from such Authorized End User.

9.5 Contact Information. Customer hereby authorizes Blackboard to include and use individual Customer contact information (i.e., primary contact, system administrator, billing contact) in contact lists for emails, mailings, and faxes from Blackboard relating to Blackboard-provided products and services, support, product and service matters, newsletters, user groups and events, and to provide contact information to third parties whose products or services Customer has purchased through Blackboard for the purpose of providing those products and services or support or maintenance for the products and services. Customer acknowledges that it has the right to provide such consent, and Blackboard acknowledges that it will not use or distribute the contact information except as explicitly set forth above.

9.6 Other Rights. Customer hereby grants Blackboard the limited right to collect aggregated usage statistics with respect to the Offerings. Such usage statistics are and shall be aggregated and not identifiable of any individual, including any Authorized End User. To the extent that any Offering contains an Auto Report feature for this purpose, Customer will not disable the Auto Report feature of the Offering, or undertake any action which has the effect of preventing such feature from operating correctly or the effect of modifying the information reported thereby. Customer hereby grants to Blackboard the limited right to use Customer's name, logo and/or other marks for the sole purpose of listing Customer as a user of the applicable Offering in Blackboard's promotional materials. Blackboard agrees to discontinue such use within fourteen (14) days of Customer's written request.

10. MISCELLANEOUS MATTERS.

10.1 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 construed (a) to have been modified and limited (or if strictly necessary, deleted) only to the extent required to conform to the requirements of law, and (b) to give effect to the intent of the Parties (including, without limitation, with respect to the economic effect of the Agreement), 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.

10.2 Conflict Resolution. This Agreement shall for all purposes be governed by and interpreted in accordance with the laws of the State of New York. In the event of any dispute between the parties which arises out or relates to this Agreement, such disputes shall be finally determined by binding arbitration in Washington, D.C., in accordance with the law of the State of New York and the rules of the American Arbitration Association ("AAA"). All such disputes shall be determined by three arbitrators selected jointly by the parties, and in the event that the parties cannot agree on one or more arbitrators, such arbitrators shall be selected by AAA. All proceedings and documentation arising out of relating to such arbitration shall be considered Confidential Information hereunder. Each Party irrevocably submits to the exclusive jurisdiction of such arbitration panel. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

10.3 Modification and Waiver. No modification, amendment, supplement, or other change to this Agreement will be effective unless set forth in writing and signed by duly authorized representatives of Blackboard and Customer. No waivers under this Agreement will be effective unless expressly set forth in writing and signed by a duly authorized representative of the Party against whom enforcement thereof is sought. The failure of either Party to insist upon strict performance of any provision of this Agreement, or to exercise any right provided for herein, shall not be deemed to be a waiver of such provision or right with respect to subsequent claims (unless expressly so stated in a valid amendment or waiver), and no waiver of any provision or right shall affect the right of the waiving Party to enforce any other provision or right herein.

10.4 Assignment. No right or obligation of Customer under this Agreement may be assigned, delegated or otherwise transferred, whether by agreement, operation of law or otherwise, without the express prior written consent of Blackboard, and any attempt to assign, delegate or otherwise transfer any of Customer's rights or obligations hereunder, without such consent, shall be void. Subject to the preceding sentence, this Agreement shall bind each Party and its permitted successors and assigns.

10.5 Marketing/PR. Customer agrees to be included and/or actively participate in public relations activities, including, but not limited to, press releases, traditional and social media engagement, blogs, etc. All activities are at the discretion of Blackboard and will be approved by the customer before publication. Customer and Blackboard shall work together to ensure completion of all PR/media activities as soon as practical after contract Effective Date.

10.6 Remedies. The Parties agree that any breach of confidentiality or proprietary rights would cause irreparable injury for which no adequate remedy at law exists; therefore, the Parties agree that equitable remedies, including without limitation, injunctive relief and specific performance, are appropriate remedies to redress any such breach or threatened breach of this Agreement, in addition to other remedies available to the Parties. All rights and remedies hereunder shall be cumulative, may be exercised singularly or concurrently and shall not be deemed exclusive except as provided in Section 8. If any formal dispute resolution is brought to enforce any obligations hereunder, the prevailing Party shall be entitled to receive its legal fees, costs and other collection expenses, in addition to any other relief it may receive.

10.7 Notices. Any notice or communication permitted or required hereunder shall be in writing and shall be delivered in person or by courier, or mailed by certified or registered mail, postage prepaid, return receipt requested, and, in the case of notices to Blackboard, sent to Blackboard Inc., Attn: General Counsel, 650 Massachusetts Avenue NW, 6th Floor, Washington DC, 20001 or to such other address as shall be given in accordance with this Section 10.6, and, in the case of Customer, to the address on the applicable Order Form, and shall in each case be effective upon receipt. Alternatively, Customer may provide notices to GeneralCounsel@Blackboard.com, provided that Customer provides an email address to Blackboard for notices which Blackboard may send to Customer.

10.8 Force Majeure. Except with regard to payment obligations, neither Party will be responsible for any failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts or inability to obtain any export or import license or other approval or authorization of any government authority.

10.9 U.S. Government Users. The following applies to any end user that is a U.S. Government entity: Each of the components that comprise the Software is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and/or "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Software with only those rights set forth herein. Contractor/manufacturer is Blackboard Inc., 650 Massachusetts Avenue NW, 6th Floor, Washington, DC 20001. All rights not specifically granted in this Agreement are reserved by Blackboard.

10.10 Export Control. Customer shall not export or allow the export or re-export the Offering, any components thereof or any Confidential Information of Blackboard without the express, prior, written consent of Blackboard and except in compliance with all export laws and regulations of the U.S. Department of Commerce and all other U.S. agencies and authorities, including without limitation, the Export Administration Regulations of the U.S. Department of Commerce Bureau of Export Administration (as contained in 15 C.F.R. Parts 730-772), and, if applicable, relevant foreign laws and regulations.

10.11 Relationship. Blackboard and Customer are independent contracting parties. This Agreement shall not constitute the Parties as principal and agent, partners, joint venturers, or employer and employee.

10.12 Entire Agreement. This Master Agreement, together with the Order Form(s), Schedule(s) and other Exhibit(s) constitutes the entire, full and complete Agreement between the Parties concerning the subject matter of the Agreement and supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties, and this Agreement prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the Parties relating to its subject matter. Any component of this Agreement, including any Order Form thereto, may be executed in counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument. Facsimile signatures will be considered original signatures.

BLACKBOARD ELECTRONIC DISBURSEMENT SERVICES SCHEDULE

THIS BLACKBOARD ELECTRONIC DISBURSEMENT SERVICES SCHEDULE (“SCHEDULE”) IS A “SCHEDULE” PURSUANT TO THE MASTER TERMS (THE “AGREEMENT”) BETWEEN CUSTOMER AND BLACKBOARD (AS DEFINED IN THE ORDER FORM) AND DESCRIBES THE GENERAL TERMS BY WHICH CUSTOMER MAY LICENSE BLACKBOARD TRANSACT SERVICES AS IDENTIFIED IN THE ORDER FORM. CAPITALIZED TERMS USED IN THIS SCHEDULE THAT ARE NOT OTHERWISE DEFINED IN THIS SCHEDULE SHALL HAVE THE MEANING SET FORTH ELSEWHERE IN THE AGREEMENT.

1. ADDITIONAL DEFINITIONS

- 1.1 **“Applicable Law”** means any federal, state or local law (including common law), statute, rule and regulation including any judicial and administrative decisions and interpretations thereof, that have been enacted, adopted, implemented, promulgated, ordered, issued, entered, or deemed applicable by or under the authority of any governmental body having jurisdiction over either Party, Bank, the Program Solutions or the Bank Services or any other program or service provided or contemplated hereunder, including those pertaining to Title IV of the Higher Education Act of 1965 (the “Title IV”), Regulations E, the Bank Secrecy Act, as amended by the Patriot Act, the Office of Foreign Asset Control, the Federal Deposit Insurance Corporation (“FDIC”), state unclaimed property laws, privacy the NACHA rules, and the Network rules.
- 1.2 **“Bank”** means the federally- insured depository institution that holds a Corporate Funding Account (“CFA”), which is a sub-account, residing within a Bank-owned pooled custodial account established for the benefit of various entities into which institutional funds for the benefit of Customer and Cardholder may be transferred, via wire transfer or ACH and from which funds can be immediately disbursed at the Customer’s direction and transferred to the account of a Cardholder.
- 1.3 **“Blackboard Card”** means any closed loop (including but not limited to magnetic stripe or contactless) stored value card currently offered by Blackboard which works with the Blackboard Transact™ platform, including the closed loop accounts established with respect to each such Blackboard Card.
- 1.4 **“Cardholder”** means a Participating Student that holds either (i) a Companion Card; or (ii) an Integrated Card.
- 1.5 **“Companion Card”** means a Network-branded, single magnetic stripe prepaid debit card that can be used to access a Student Account and may be used by a Participating Student to purchase goods and services, make payments, withdraw funds or reload funds (if applicable to such Program Solution).
- 1.6 **“Company Marks”** means the registered or common law trademarks, trade names, service marks, logos and designs designated by Company for branding in connection with the Program Solutions.
- 1.7 **“Database”** means the computer database operated by Program Manager on which Student Data associated with each Participating Student’s participation in any Program Solution is stored and maintained.
- 1.8 **“Direct Paper Check”** means a written order to a bank to pay the amount specified from funds on deposit. **“Direct Paper Check Disbursement Functionality”** means that functionality described by the same name in an Exhibit to this Schedule.
- 1.9 **“Enrollment Data”** means the information of each individual student used by Program Manager (on behalf of Bank) to set up such student as a Participating Student on the Database, including, as applicable with respect to Program I and Program II and as set forth on **Exhibit A** and **Exhibit B**, respectively, legal name, physical address, social security number (or government issued identification number), date of birth and such other information types required by Program Manager and Bank from time to time with respect to each Program type.
- 1.10 **“Enrollment Kit”** means a kit provided by Program Manager or Bank, to be delivered to Customer, for provision to Participating Students, consisting of any or all of the following, as applicable: (i) a Companion Card; (ii) an Integrated Card; (iii) Money Network Checks; (iv) the Terms and Conditions; and (v) and other applicable Program Solutions information or materials as determined by Program Manager.
- 1.11 **“Integrated Card”** means a Network-branded open loop and closed-loop prepaid debit card, with or without a photographic image of a Participating Student imprinted on such card, that can be used by such Participating Student (i) to access his/her Student Account; (ii) to purchase goods and services, make payments, withdraw funds or reload funds (if applicable to such Program Solution); (iii) as his/her identification and security card for purposes of gaining access to the campus and facilities of the Customer at which such student is enrolled; and (iv) if applicable, to access the closed loop account currently provided and established in connection with the Blackboard Card.
- 1.12 **“Money Network Check”** means the checking product available through the Program Solutions that provides a Participating Student the ability to write a check to a payee, the amount of which is deducted from the Student Account balance.
- 1.13 **“NACHA Rules”** means the operating rules and guidelines of the National Automated Clearing House Association.
- 1.14 **“Network Rules”** means the self-imposed industry rules and compliance standards established by the Networks.
- 1.15 **“Networks”** means any of Mastercard, Allpoint, Pulse, Star and any other automated teller machine, debit or point of sale networks or regional processors in which Bank is a member or participant, the symbols or trademarks of which are imprinted on the back of each of the Companion Card and the Integrated Card from time to time as determined by Program Manager and Bank, in their sole discretion.
- 1.16 **“Participating Student”** means each individual student that is enrolled with Customer that is set-up in a Program Solution with a Student Account.
- 1.17 **“Program I”** means the prepaid card program profile and services description set forth on **Exhibit A** attached hereto.
- 1.18 **“Program II”** means the prepaid card program profile and services description set forth on **Exhibit B** attached hereto.
- 1.19 **“Program Manager”** means Money Network Financial, LLC, a Delaware limited liability company or such successor company as may be designated by Blackboard.
- 1.20 **“Program Marks”** means the registered and common law trademarks, trade names, service marks, logos and designs of Bank and Program Manager or its agents and subcontractors, which may be used by Blackboard in connection with the Program Solutions, as identified by Program Manager in writing from time to time.
- 1.21 **“Program Solutions”** means Program I and Program II.
- 1.22 **“Schedule Effective Date”** means the date this Schedule is signed on behalf of Blackboard.
- 1.23 **“Student Account”** means an account directly or indirectly established with Bank by Customer on behalf of a Participating Student under each of the Program Solutions to which electronic fund transfers of the Participating Student’s federal or state student aid, wages, salaries, ACH transfers, or other monetary benefits, as the case may be, are made and which may be accessed by such Participating Student via the Companion Card, the Integrated Card, Money Network Checks and other methods as described in the Terms and Conditions; provided, however, that the term “Student Account” shall not include the closed loop account established in connection with the Blackboard Card.
- 1.24 **“Student Data”** means any information provided by or relating to a Participating Student, resulting from a transaction using a Student Account, or otherwise obtained in connection with the Program Solutions, including the record of Student Account transactions corresponding to each Participating Student, the Student Account balance and any other related information or data specific to each Participating Student under each of the Program Solutions.
- 1.25 **“Terms and Conditions”** means Bank’s terms and conditions for each Participating Student’s use of a Student Account, including the Companion Card, Integrated Card, and Money Network Checks, and other required disclosures (including a fee schedule and Bank’s privacy policy).

2. BLACKBOARD RESPONSIBILITIES.

- 2.1 **Facilitation.** Blackboard shall act as the contractual point of contact for Customer and facilitate the offering of the Program Solutions by Bank through Program Manager to Customer’s students who elect to receive electronic disbursements through the Program Solutions (the “Services”).
- 2.2 **Access.** Blackboard shall cause Program Manager to (i) provide designated employees of Customer with access to certain portions of Program Manager’s systems via a Web browser over the Internet or other direct connection solely for Customer’s own use in connection with supporting the Program Solutions and fulfilling Customer’s obligations under this Agreement; and (ii) issue user names and passwords to the employees of Customer, each of which employee shall be designated in writing by Customer, as reasonably required by Customer to support the Program Solutions and fulfill its obligations hereunder, and Customer shall use, and shall cause each receiving employee to use, the user names and passwords provided by Program Manager in accordance with the systems security guidelines, requirements, procedures and policies provided by Program Manager from time to time.

2.3 Implementation Services and Training. Unless otherwise set forth on the Order Form, Blackboard will commence the implementation process upon Customer signature. Blackboard will provide eight (8) hours of web training to Customer to assist Customer with setting up the Program Solutions for its end-users. Such training may include the following subjects: interfacing with the Program Manager to transfer data; reporting; marketing; and card issuance. In-person training may be substituted for web training at Customer's request but only during the implementation process. If the Client and Blackboard agree that further training is required after program launch, additional training may be purchased from Blackboard pursuant to a separate statement of work at Blackboard's then-prevailing rates.

3 CUSTOMER RESPONSIBILITIES.

3.1 Set-Up. Customer shall be responsible for: (i) personalizing the Integrated Cards in accordance with the specifications and requirements set forth herein, including developing the closed-loop magnetic stripe in accordance with any specifications provided by Blackboard; (ii) except where Program Manager or Bank send directly to Participating Students, distribute the Money Network Checks, the Companion Card or the Integrated Card to Participating Students; (iii) provide Program Manager with the Enrollment Data and participation requests for the Integrated Cards via the interface to be established and maintained pursuant to Section 3.2.; and (iv) obtaining and storing an indication of the Participating Students' consent to participate in the Program Solutions. Without limiting the foregoing, Customer will ensure that it establishes each Participating Student as a Cardholder in accordance with this Schedule and the Terms and Conditions. Customer represents and warrants that each Participating Student included in the Enrollment Data has affirmatively consented to the enrollment in the Program Solutions and Program Manager and Bank have been provided with all consents and authorizations under and in accordance with Applicable Law for the Participating Student to participate in the Program Solutions. Customer agrees to promptly provide all documentation or records related to the set-up of Cardholders and participation of Cardholders in the Program Solutions to Blackboard, Program Manager and/or Bank upon request and agrees that such information may be provided to any regulatory authority having jurisdiction over Program Manager or Bank.

3.2 Interface. Customer will be responsible for establishing, maintaining and/or accessing (as appropriate) an interface and connectivity with Program Manager's systems in connection with the implementation and operation of the Program Solutions as further described herein, including Exhibit A and Exhibit B. Blackboard shall provide Customer with Program Manager's written specifications for the configuration of the interfaces contemplated herein and shall work with Customer to develop and maintain such interface in accordance with such specifications. Customer will comply with Program Manager's specifications and Program Manager's system security standards and the submission to Program Manager by Company or Participating Students of certain information required for purposes of enrollment, card activation and funding, which may include with respect to Participating Students the following: (i) name; (ii) date of birth; (iii) mailing address; (iv) student identification number; (v) email address; (vi) permanent and mobile phone number; and (vii) any other Enrollment Data required by Program Manager to comply with Applicable Law.

3.3 Materials Required under Applicable Law. Prior to the set-up of any Participating Student to participate in the Program Solutions, Customer will provide each Participating Student: (i) with a copy of the Enrollment Kit; and (ii) any and all notices required under Applicable Laws. Customer will provide Cardholders with any other information and materials regarding the Program Solutions provided by Bank or Program Manager from time to time that is necessary for Bank or Program Manager to comply with Applicable Law.

3.4 Customer Compliance. Customer acknowledges and agrees that:

- (a) Customer shall not use the Program Marks or names, trademarks, service marks or other identifiers of Program Manager or any of its affiliates or Partners (including Mastercard) in connection with such marketing and publicity efforts other than with respect to the Program Solutions or Money Network Check;
- (b) the Program Solutions as offered by Customer shall not be the sole and exclusive manner for receipt by its students of federal and state student aid, but rather, Customer shall offer at least one alternative delivery method for those students that do not wish to receive federal or state aid via Program Solutions;
- (c) Customer shall follow any specific procedures required by Program Manager from time to time, including the terms contained in this Schedule;
- (d) Customer shall not charge Participating Students fees for participation in the Program Solutions; Notwithstanding the foregoing, Customer may charge Participating Students for replacement cards;
- (e) Customer shall not make any representation, warranty or covenant to any Participating Student regarding the Program Solutions or any other products or services of Program Manager or any of its affiliates which are inconsistent with the Program Solutions or the terms of this Schedule.
- (f) Customer shall be responsible for disbursing credit balances to Participating Students who have stale checks, which means a paper check that has not been cashed or deposited within 180 days of being printed; and
- (g) Customer will comply with Applicable Law.

3.5 Reimbursement of Customization Costs. In the event of any customization requests from Customer with respect to any Program Solution, Blackboard and Customer will complete a statement of work ("SOW") and Customer will pay to Blackboard all fees associated therewith.

3.6 Data File and Funding Instructions. Customer shall submit data files and fund the requisite accounts with good and immediately available funds in accordance with the provisions and timeframes on Exhibit A or Exhibit B hereto, as applicable. Customer acknowledges and agrees that all data submitted to Program Manager hereunder shall be current, accurate and complete. Customer shall be solely responsible for, any errors in such data files or funding.

3.7 Identity Verification. Prior to set-up of any Participating Student on the Database and distribution of a Companion Card or Integrated Card to such Participating Student, Customer will: (i) inspect identification documents that meet the requirements of Applicable Law and the Program Solutions to verify such Participating Student's identity ("**Identity Verification Documents**"); and (ii) obtain from and, if applicable, provide to such Participating Student any and all information required by Applicable Law. Customer agrees that Bank or Program Manager (directly or through a subcontractor) may request and obtain identity information and legal documentation directly from the Participating Student to verify the identity of any Participating Student set up on the Database or participating in the Program Solutions. Customer also covenants to Blackboard, Program Manager and Bank that, with respect to each Cardholder, that it will make and preserve (during the period required by law or requested by Program Manager or Bank) either of the following: (1) at least one (1) copy of all Identity Verification Documents; or (2) a description of the Identity Verification Documents that were relied on by the Customer noting the type of document, any identification number contained in the document, the place of issuance (e.g., state or country) and, if any, the date of issuance and expiration date. Customer agrees to retain such documentation during the time that such Participating Student is a Cardholder until the earlier of (i) five years from termination of enrollment of such Participating Student or (ii) five years from termination of such Participating Student's card account.

3.8 Documentation and Confidentiality. Subject to Applicable Law, Customer will provide Program Manager and Bank with all information and documents related to the Program Solutions in its control or possession requested by or on behalf of Program Manager or Bank that are necessary or proper in the reasonable discretion of Program Manager or Bank for Program Manager or Bank to comply with Applicable Law.

3.9 Audit. Customer agrees that upon prior notice from Blackboard, Program Manager or Bank, Blackboard, Program Manager or Bank and any regulatory authorities which have jurisdiction over Blackboard, Program Manager or Bank shall have the right to audit and inspect Customer's books and records related to the Program Solutions and Customer's performance of its obligations with respect thereto, including the following: (i) Customer's records pertaining to the set-up of Participating Students and participation of Cardholders in the Program Solutions; and (ii) the Identity Verification Documents.

3.10 Personal Information. Customer will treat all Cardholder information, including Student Data, whether provided or made available to it by Blackboard, Program Manager or Bank (or their respective agents and subcontractors) as Confidential Information.

3.11 Card Security. Customer will be responsible for the safekeeping of the inventory of Integrated Cards and Companion Cards received by Customer and for any theft or misappropriation of any such Integrated Cards and Companion Cards prior to a valid and authorized issuance and distribution of such Integrated Cards and Companion Cards to a Participating Student.

3.12 Loss Protection and Security. To the extent Customer receives Enrollment Kits hereunder, Customer will be responsible for the safekeeping of such Enrollment Kits and Money Network Checks of Customer, as the case may be, and shall be liable for any loss, theft (including identity theft), destruction, fraudulent use, misuse or misappropriation of undistributed or distributed Companion Cards, Integrated Cards and Money Network Checks, as applicable, including any personal identification numbers received by or held by Customer prior to a valid and authorized issuance and distribution of such Companion Cards, Integrated Cards and Money Network Checks to a Participating Student.

3.13 Compliance with Law. As between Customer and Blackboard, Program Manager or Bank, Customer shall be solely responsible for: compliance with all Applicable Laws governing, applicable to or otherwise affecting Customer.

3.14 Company Marks. Company grants to Blackboard, Program Manager, Bank and any third party service provider designated by Program Manager a limited, non-exclusive, royalty-free, non-assignable, nontransferable right and license, in the Designated Jurisdictions, to use the Company Marks as Company expressly authorizes, solely in connection with the Program Solutions and in the form and manner (including appropriate legends) prescribed by Company from time to time and subject to, if applicable, any Company sublicense to use or sublicense Company Marks.

3.15 Marketing Efforts. Blackboard will create a customized electronic marketing toolkit for the Customer. The toolkit may include ready-to-print templates for posters, flyers and ATM signs, including templates for electronic communications such as email. Blackboard will produce a mutually-agreed upon quantity of posters and two ATM signs per ATM deployed on-campus. Customer shall produce and distribute all other marketing materials. Program Materials (i.e. the Welcome Kit) will also be provided by Blackboard at no cost. Further design and production services are available upon request for an additional fee.

3.16 Automatic Teller Machines (“ATMs”). If requested by Customer or required by Applicable Law, Blackboard will cause the Program Manager to deploy one ATM machine on Customer’s campus free of charge. Additional ATMs may be available for purchase from the Program Manager. Customer hereby grants to Blackboard (and Program Manager as applicable) a license to install, operate, and maintain each such ATM. The exact placement of the each such ATM, if not agreed upon prior to execution hereof, shall be reasonably designated by Customer so long as it is reasonably acceptable to Blackboard. Customer shall use its reasonable efforts to locate the ATM in a visible and easily accessible area. Customer represents that each such ATM shall be on property properly owned or leased by Customer, and no rent or other fees shall be payable by Blackboard or Program Manager in connection with the placement of any ATM.

3.17 Program Oversight and Objectives. Customer will identify a project lead to provide subject matter expertise, leadership and coordination of all customer required activities. Ongoing participation from the Finance, Bursar and Information Technology offices (or their respective equivalents) during the implementation process is paramount. Customer agrees to identify a sole primary point of contact in the Finance or Bursar office (or their respective equivalents) after the implementation of the program.

3.18 Customer-issued Checks. If Direct Check Disbursement Functionality is not included in the Order Form and a student selects to receive their funds via paper check, Program Manager will make reports available for Customer to segment and issue checks to these students.

3.19 Direct Paper Check Disbursement Functionality. If Direct Check Disbursement Functionality is included in the Order Form, then Customer shall be responsible for and agree to (a) disburse credit balances to Participating Students who have stale checks; (b) pay Blackboard for fees incurred for paper check disbursements, stop payments and stale checks; and (c) in the event Customer charges Participating Students any fees in connection with the various check offering, notify Participating Students accordingly.

4 TERMINATION.

4.1 Termination.

- (a) Blackboard may terminate this Schedule immediately upon notice to Customer if (i) Customer materially breaches this Schedule or violates the intellectual property rights of Blackboard, Program Manager or Bank; or (ii) Blackboard’s agreement with the Program Manager or one or more of the Networks are terminated. No refunds shall be given to Customer if this Schedule is terminated pursuant to section 4.1(i) above.
- (b) If Program Manager or Bank believes, in its reasonable discretion, that Customer is not complying with its obligations under this Schedule or any Customer’s actions or inactions may result in noncompliance by Program Manager or Bank with any Applicable Laws, then Blackboard shall provide notice to Customer and if such issues cannot be resolved with Customer in a manner reasonably acceptable to Program Manager or Bank, then Blackboard, Program Manager or Bank may immediately terminate Customer. Notwithstanding the foregoing or anything to the contrary elsewhere in this Schedule, in the event Blackboard, Program Manager or Bank reasonably believes that continued performance with respect to Customer will result in Blackboard, Program Manager or Bank being in violation of any Applicable Law or the victim of fraud, then Blackboard, Program Manager and Bank shall have the right to suspend performance with respect to Customer until the issue is resolved by Program Manager, Bank, Blackboard and Customer to the reasonable satisfaction of Blackboard, Bank and Program Manager.
- (c) Termination of this Schedule shall not impact previously distributed Integrated or Companion Cards.

4.2 Survival. The following sections shall survive the expiration or termination of this Schedule:

Section 3.8 (Documentation and Confidentiality),

Section 3.10 (Personal Information),

Section 4.2 (Survival) and **Section 5.2** (Additional Terms).

5 THIRD PARTY BENEFICIARY; ADDITIONAL LIABILITY PROVISIONS.

5.1 Third Party Beneficiary. Program Manager and Bank shall be third party beneficiaries of this Schedule for enforcement purposes only. For the avoidance of doubt, Program Manager and Bank shall not be third party beneficiaries of the Blackboard Master Terms except as expressly set forth in **Section 6.2** hereto.

5.2 Additional Terms. Program Manager, Bank and their respective affiliates, officers, directors, employees, agents or subcontractors are expressly intended to benefit from Sections 7.1, 7.2, and 8.3 of the Blackboard Master Terms. Customer agrees that its sole remedy for claims of any type or nature with respect to this Schedule and the Program Solutions provided hereunder shall be against Blackboard and not against any of its agents or subcontractors, Program Manager or Bank

6. ADDITIONAL FINANCIAL MATTERS.

No fees will be charged by Blackboard for disbursements unto Integrated or Companion prepaid cards.

Notwithstanding the foregoing, in the event that Customer fails to fund prepaid cards in Program I or Program II within one (1) year of the Effective Date of this Schedule with student financial aid funds, Customer will pay a set-up fee to Blackboard in the amount of ten thousand dollars (\$10,000), which fee will be payable within fifteen (15) days of such one year anniversary.

In the event that Customer cancels, stops making available, or fails to fund prepaid cards in Program I or Program II after program launch, Customer will pay \$2,500 per semester (Fall, Spring and Summer) where Customer doesn’t utilize the solution. Such fee will be payable within 60 days from the first day of class of the semester when funding didn’t occur. After two consecutive semesters of failing to fund the prepaid cards, Customer shall collect and return all unused Integrated Cards and Enrollment Kits provided by Blackboard or Program Manager at Customer’s expense within thirty (30) days from receiving written notice from Blackboard.

EXHIBIT A – Program I – RELOADABLE ACCOUNTS

General Product Description

The Money Network Institutional Disbursement Solution enables students to receive, access and manage funds (such funds are referred to herein as “Institutional Funds Disbursements” or “IFD”) on a Mastercard branded prepaid debit card, via ACH to a student-designated domestic bank account, or via a Direct Paper Check directly to the student. Customer will direct eligible students to an enrollment portal hosted by the Money Network where students will choose their payment option. If student selects the Mastercard branded prepaid debit card, each student is assigned an individual Money Network Account (FDIC insured) that includes:

- Money Network Mastercard Prepaid Debit Card. The card can be used wherever Mastercard debit cards are accepted. This includes free ATM withdrawals at participating locations.
- Money Network Checks. Students can self-issue and cash checks to access their funds. Check cashing is free at participating locations.

If student selects an ACH to their personal bank account, Money Network will collect and store the student’s account and routing information.

If Customer purchases Direct Paper Check Disbursement Functionality and if a student selects a Direct Paper Check, Money Network will mail such check to the student’s address on file. Additionally, Direct Paper Check Disbursement Functionality may include the following features:

- (a) Issuance of Direct Paper Checks to Participating Students who elect to receive Direct Paper Checks or fail to make a selection by the date financial aid is to be distributed to the students;
- (b) Printing and mailing paper checks to Participating Students, who elect to receive paper checks;
- (c) The option for Customer to stop payment on a Direct Paper Check;
- (d) Automated reports provided to Customer twice annually regarding the aging and status of stale Direct Paper Checks, which means a Direct Paper Check that has been printed but not deposited within 180 days of being printed; and
- (e) Update the Customer account with Direct Paper Check disbursement information.

Except as otherwise described below, Program I and Program II have similar product features and functionalities. The features listed below, including associated terms and requirements, may be further described in other documentation or material provided to Company by Program Manager (and where terms or requirements of specific features are more fully described in other parts of this Agreement or any schedule, exhibit or attachment thereto, such features shall be governed by such other provision of this Agreement notwithstanding such features being listed below).

Program I Description.

- 1. General.** Program I is a reloadable IFD funds and general funds disbursement application that permits a student to access, manage and use IFD funds loaded on a prepaid card by Customer that can also be reloaded with funds from external sources, including employment wages.
- 2. Identification Requirements.** All personal information (including social security number) required by Program Manager or the issuing bank must be submitted, received and verified by Program Manager before a student is enrolled in Program I. Upon successful completion of Program Manager’s verification process of a student’s personal information, the student will be enrolled in Program I, and the card issued to such student will contain all of the features and functionalities, including reload and funds transfer transactions, offered by Program Manager and as listed below. In addition to Program Manager’s verification process of students’ personal information, each University is required to collect and retain the social security number of each student who wants to participate in Program I.

Program Features and Functionalities.

- ✓ Enrollment portal with disbursement options
- ✓ Accessible website with transaction history, card balances, funds transfer to other bank
- ✓ IVR and live customer support for offerings above as well as lost/stolen support 24 x 7 (with the exception of scheduled maintenance)
- ✓ One campus accessible surcharge-free ATM machine
- ✓ Money Network Check cashing without surcharge at participating retailers
- ✓ Surcharge free mobile phone text message and email balance notifications
- ✓ Surcharge free (with respect to Program Manager) signature and PIN debit purchases at point-of-sale
- ✓ FDIC insured account

EXHIBIT B -- Program II – NON-RELOADABLE ACCOUNTS.

General Product Description

The Money Network Institutional Disbursement Solution enables college students to receive access and manage Institutional Funds Disbursements on a Mastercard branded prepaid debit card, via ACH to a student-designated domestic bank account, or via a Direct Paper Check directly to the student. Customer will direct eligible students to an enrollment portal hosted by the Money Network where students will choose their payment option. If student selects the Mastercard branded prepaid debit card, each student is assigned an individual Money Network Account (FDIC insured) that includes:

- Money Network Mastercard Prepaid Debit Card. The card can be used wherever Mastercard debit cards are accepted. This includes free ATM withdrawals at participating locations.
- Money Network Checks. Students can self-issue and cash checks to access their funds. Check cashing is free at participating locations.

If student selects an ACH to their personal bank account, Money Network will collect and store the student's account and routing information.

If Customer purchases Direct Paper Check Disbursement Functionality and if a student selects a Direct Paper Check, Money Network will mail such check to the student's address on file. Additionally, Direct Paper Check Disbursement Functionality may include the following features:

- (a) Issuance of Direct Paper Checks to Participating Students who elect to receive Direct Paper Checks or fail to make a selection by the date financial aid is to be distributed to the students;
- (b) Printing and mailing paper checks to Participating Students, who elect to receive paper checks;
- (c) The option for Customer to stop payment on a Direct Paper Check;
- (d) Automated reports provided to Customer twice annually regarding the aging and status of stale Direct Paper Checks, which means a Direct Paper Check that has been printed but not deposited within 180 days of being printed; and
- (e) Update the Customer account with Direct Paper Check disbursement information.

Except as otherwise described below, Program I and Program II have similar product features and functionalities. The features listed below, including associated terms and requirements, may be further described in other documentation or material provided to Company by Program Manager (and where terms or requirements of specific features are more fully described in other parts of this Agreement or any schedule, exhibit or attachment thereto, such features shall be governed by such other provision of this Agreement notwithstanding such features being listed below).

Program II Description.

1. **General.** Program II is a non-reloadable (except as described below) funds disbursement application that permits a student to access, manage and use IFD funds loaded by a University on a prepaid card, but the student will be unable to use the card for reload transactions using non-IFD funds.
2. **Reload Limitations.** Program II is limited to IFD funds that are transmitted by a University on behalf of a student to a prepaid card. Program II does not permit a student to fund or reload the card with non-IFD funds, regardless of the source and purpose of such funds. Initial funding and reload transactions are restricted to only IFD funds from a University.
3. **Identification Requirements.** Program Manager's verification is more limited in scope than required under Program I. However, each University is required to obtain and retain for each student who wants to participate in Program II such student's social security number or, if such student does not have a social security number, Alternative ID Document.

Program Features and Functionalities.

- ✓ Enrollment portal with disbursement options
- ✓ Accessible website with transaction history, card balances, funds transfer to other bank
- ✓ IVR and live customer support for offerings above as well as lost/stolen support 24 x 7 (with the exception of scheduled maintenance)
- ✓ One campus accessible surcharge-free ATM machine
- ✓ Money Network Check cashing without surcharge at participating retailers
- ✓ Surcharge free mobile phone text message and email balance notifications
- ✓ Surcharge free (with respect to Program Manager) signature and PIN debit purchases at point-of-sale
- ✓ FDIC insured account

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
15-P0036186	1,000.00	SARS SOFTWARE PRODUCTS INC	Software License and Fees	SP		6/1/2015
15-P0036187	4,719.04	DEANDA FAMILY INC	Equip-All Other >\$1,000<\$5,000			6/1/2015
15-P0036188	139.97	CN SCHOOL AND OFFICE SOLUTIONS INC	Non-Instructional Supplies			6/1/2015
15-P0036189	539.98	B & H PHOTO VIDEO INC	Equip-All Other > \$5,000	SP		6/1/2015
15-P0036190	248.23	AMAZON COM	Instructional Supplies	SP		6/1/2015
15-P0036191	27.00	SUSAN BLACKWOOD LEEDY	Non-Instructional Supplies	SP		6/1/2015
15-P0036192	488.96	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			6/1/2015
15-P0036193	99.00	WELLS FARGO BANK	Software License and Fees			6/1/2015
15-P0036194	13,177.72	DELL COMPUTER	Equip-All Other >\$1,000<\$5,000	SP		6/1/2015
15-P0036195	204.50	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			6/1/2015
* 15-P0036196	1,113.88	B & H PHOTO VIDEO INC	Repair & Replacement Parts			6/1/2015
15-P0036197	139.85	WELLS FARGO BANK	Food and Food Service Supplies	SP		6/1/2015
15-P0036198	304,290.00	POSTMASTER	Postage			6/1/2015
* 15-P0036199	126,000.00	RESERVE ACCOUNT	Postage			6/1/2015
15-P0036200	39,000.00	RESERVE ACCOUNT	Postage			6/1/2015
15-P0036201	3,000.00	HEC SOFTWARE INC	Software License and Fees	SP		6/1/2015
15-P0036202	182.80	COMPUTERLAND OF SILICON VALLEY	Software License and Fees	SP		6/1/2015
15-P0036203	1,750.00	LYNDA COM INC	Software License and Fees	SP		6/1/2015
* 15-P0036204	154,332.40	PATON GROUP	Equip-All Other >\$1,000<\$5,000	SP		6/1/2015
* 15-P0036205	11,338.31	DELL COMPUTER	Equip-All Other >\$1,000<\$5,000	SP		6/1/2015
15-P0036206	1,079.16	DELL COMPUTER	Equip-All Other >\$1,000<\$5,000	SP		6/1/2015
* 15-P0036207	7,483.32	TROXELL COMM INC	Instructional Supplies	SP		6/1/2015
15-P0036208	2,170.00	PIKE TECHNOLOGIES OF WISCONSIN INC	Equip-All Other > \$5,000	SP		6/2/2015
15-P0036209	35,590.00	QUALITY FENCE CO INC	Site Improv - Contractor Svcs			6/2/2015
15-P0036210	1,455.57	KC HUYNH-DANG	Food and Food Service Supplies	SP		6/2/2015
15-P0036211	104.11	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		6/2/2015
15-P0036212	315.00	STATER BROS	Food and Food Service Supplies	SP		6/2/2015
15-P0036213	161.99	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			6/2/2015
15-P0036214	350.00	DON BOOKSTORE	Books, Mags & Ref Mat, Non-Lib	SP		6/2/2015
15-P0036215	1,700.00	MICHELANGELO LEASING INC	Transportation - Student	SP		6/2/2015
15-P0036216	75.60	SCHICK RECORDS MGMT	Non-Instructional Supplies	SP		6/2/2015
15-P0036217	376.52	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			6/2/2015
15-P0036218	263.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			6/2/2015
15-P0036219	883.79	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		6/2/2015

Legend: * = Multiple Accounts for this P.O. SP = Special Project

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
15-P0036220	1.62	DON BOOKSTORE	Books, Mags & Ref Mat, Non-Lib			6/2/2015
15-P0036221	36.45	DON BOOKSTORE	Books, Mags & Ref Mat, Non-Lib	SP		6/2/2015
15-P0036222	210.75	JEFFREY K. WADA	Non-Instructional Supplies	SP		6/2/2015
15-P0036223	1,226.71	SEHI COMPUTER PRODUCTS	Equip-All Other >\$1,000<\$5,000	SP		6/2/2015
15-P0036224	289.93	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		6/2/2015
15-P0036225	1,064.55	OTHER WORLD COMPUTING INC	Equip-All Other > \$5,000	SP		6/3/2015
15-P0036226	6,367.91	CDW GOVERNMENT INC.	Equip-All Other >\$1,000<\$5,000	SP		6/3/2015
15-P0036227	2,569.28	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		6/3/2015
15-P0036228	1,323.33	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		6/3/2015
15-P0036229	1,608.34	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		6/3/2015
15-P0036230	1,258.03	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		6/3/2015
15-P0036231	992.76	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		6/3/2015
15-P0036232	737.04	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		6/3/2015
15-P0036233	2,576.16	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		6/3/2015
15-P0036234	1,497.03	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		6/3/2015
15-P0036235	1,414.01	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		6/3/2015
15-P0036236	576.03	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		6/3/2015
15-P0036237	1,119.36	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		6/3/2015
15-P0036238	1,682.92	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		6/3/2015
15-P0036239	2,712.73	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		6/3/2015
15-P0036240	1,160.59	US TOY CO CONSTRUCTIVE PLAYTHINGS	Instructional Supplies	SP		6/3/2015
* 15-P0036241	828.07	DISCOUNT SCHOOL SUPPLY	Non-Instructional Supplies	SP		6/3/2015
15-P0036242	2,422.63	ORANGE COAST FENCE CO	Contracted Repair Services			6/3/2015
15-P0036243	336.42	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		6/3/2015
15-P0036244	111.93	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		6/3/2015
* 15-P0036245	2,762.64	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		6/3/2015
* 15-P0036246	730.08	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies			6/3/2015
* 15-P0036247	2,904.67	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		6/3/2015
* 15-P0036248	1,575.09	CDW GOVERNMENT INC.	Equip-Software > \$5,000	SP		6/3/2015
15-P0036249	408.00	COMPUTERLAND OF SILICON VALLEY	Software License and Fees	SP		6/3/2015
* 15-P0036250	8,628.74	COMMUNITY PLAYTHINGS	Non-Instructional Supplies	SP		6/3/2015
* 15-P0036251	5,205.60	COMMUNITY PLAYTHINGS	Equip-All Other >\$1,000<\$5,000	SP		6/3/2015
15-P0036252	35.85	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			6/3/2015
* 15-P0036253	9,726.52	COMMUNITY PLAYTHINGS	Equip-Software > \$5,000	SP		6/3/2015

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
* 15-P0036254	2,484.00	COMMUNITY PLAYTHINGS	Equip-Software > \$5,000	SP		6/3/2015
15-P0036255	18,495.46	HIGH SCOPE EDUCATIONAL RESEARCH FOUNDATIO	Instructional Supplies	SP		6/3/2015
* 15-P0036256	1,532.76	GOLDEN STAR TECHNOLOGY, INC.	Instructional Supplies	SP		6/4/2015
* 15-P0036257	4,152.84	GOLDEN STAR TECHNOLOGY, INC.	Instructional Supplies	SP		6/4/2015
* 15-P0036258	8,155.67	GOLDEN STAR TECHNOLOGY, INC.	Instructional Supplies	SP		6/4/2015
* 15-P0036259	37,121.52	ACCUVANT INC	Equip-All Other >\$1,000<\$5,000			6/4/2015
15-P0036260	11.87	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			6/4/2015
15-P0036262	70.75	NASCO	Non-Instructional Supplies	SP		6/4/2015
15-P0036263	3,990.00	MICHELANGELO LEASING INC	Transportation - Student			6/4/2015
15-P0036264	510.18	MICHELLE A. HARDY	Instructional Supplies	SP		6/4/2015
15-P0036265	150.00	OHLONE COLLEGE	Conference Expenses	SP		6/4/2015
15-P0036266	50,000.00	ROSE & TUCK	Contracted Services			6/4/2015
15-P0036267	4,498.80	HANNA INSTRUMENTS USA INC	Instructional Supplies	SP		6/4/2015
15-P0036268	144.00	WESTERN POWER SYSTEMS	Contracted Repair Services			6/4/2015
15-P0036269	211.24	PYRO-COMM SYSTEMS INC	Contracted Repair Services			6/4/2015
15-P0036270	1,132.88	SOUTHLAND INDUSTRIES	Contracted Repair Services			6/4/2015
15-P0036271	2,612.00	D4 SOLUTIONS INC.	Contracted Services	SP		6/4/2015
15-P0036272	5,400.00	MMI ENGINEERING INC	Contracted Services	SP		6/4/2015
15-P0036273	18,850.00	THE HILL PARTNERSHIP INC	Bldg Impr - AE Fee	SP	BOND	6/4/2015
15-P0036274	11,914.73	DELL COMPUTER	Equip-All Other >\$1,000<\$5,000	SP		6/4/2015
15-P0036275	3,257.02	D4 SOLUTIONS INC.	Contracted Services	SP		6/4/2015
15-P0036276	24,487.20	APPLE COMPUTER INC	Equip-Software > \$5,000	SP		6/4/2015
15-P0036277	6,352.00	SOUTHLAND INDUSTRIES	Contracted Repair Services			6/4/2015
15-P0036278	450.00	EMPIRE PARKING LOT SERVICES	Contracted Services	SP		6/4/2015
15-P0036279	1,548.66	BOUNDTREE MEDICAL	Equip-Software > \$5,000	SP		6/4/2015
* 15-P0036280	596.97	B & H PHOTO VIDEO INC	Instructional Supplies	SP		6/4/2015
15-P0036281	340.00	HWANG MICHAEL	Fingerprinting	SP		6/5/2015
4.13 (3) 15-P0036282	61,200.00	ENOVITY INC	Bldg Impr - Commissioning	SP		6/5/2015
15-P0036283	16,783.00	ABSOLUTE SIGN INC	Bldg Impr - Contractor Svcs	SP		6/5/2015
15-P0036284	3,190.43	IMAGE PRINTING SOLUTIONS	Class Schedules/Printing	SP		6/5/2015
15-P0036285	644.76	AMERICAN CHEMICAL & SANITARY	Non-Instructional Supplies			6/5/2015
* 15-P0036286	7,016.21	GOLDEN STAR TECHNOLOGY, INC.	Equip-Software > \$5,000	SP		6/5/2015
* 15-P0036287	2,673.00	TROXELL COMM INC	Equip-Software > \$5,000	SP		6/5/2015
15-P0036288	42.07	AMAZON COM	Non-Instructional Supplies			6/5/2015

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
15-P0036289	399.91	REDLEAF PRESS	Instructional Supplies	SP		6/5/2015
15-P0036290	585.00	WELLS FARGO BANK	Software License and Fees			6/5/2015
15-P0036291	691.18	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		6/5/2015
15-P0036292	504.20	BOUDIN BAKERY INC	Food and Food Service Supplies	SP		6/5/2015
15-P0036295	1,361.07	AMAZON COM	Non-Instructional Supplies	SP		6/5/2015
15-P0036298	1,494.33	SO CALIF EDISON CO	Site Improv - Utility Fees	SP		6/5/2015
* 15-P0036299	33,515.56	SHI INTERNATIONAL CORP	Equip-All Other >\$1,000<\$5,000	SP		6/8/2015
15-P0036300	1,474.52	DELL COMPUTER	Equip-All Other > \$5,000	SP		6/8/2015
* 15-P0036301	944.55	HILLYARD FLOOR CARE SUPPLY	Non-Instructional Supplies			6/8/2015
* 15-P0036302	2,950.25	GOLDEN STAR TECHNOLOGY, INC.	Equip-All Other >\$1,000<\$5,000	SP		6/8/2015
15-P0036303	2,894.88	GOLDEN STAR TECHNOLOGY, INC.	Equip-Software > \$5,000			6/8/2015
15-P0036304	11,985.00	TABLEAU SOFTWARE INC	Software License and Fees	SP		6/8/2015
15-P0036305	12,192.12	TURNING TECHNOLOGIES LLC	Instructional Supplies	SP		6/8/2015
15-P0036307	384.00	SIMBIOTIC SOFTWARE	Instructional Supplies			6/8/2015
15-P0036308	145.92	PARKHOUSE TIRE SERVICE INC	Contracted Repair Services	SP		6/8/2015
15-P0036309	1,451.55	DELL COMPUTER	Equip-Software > \$5,000	SP		6/8/2015
* 15-P0036310	315.04	CDW GOVERNMENT INC.	Instructional Supplies	SP		6/8/2015
15-P0036311	2,350.20	THE EVERGREEN STATE COLLEGE	Contracted Services	SP		6/29/2015
15-P0036312	1,890.00	HAUG JOHN WAYNE	Contracted Services	SP		6/9/2015
15-P0036313	4,800.00	ONE ZERO DIGITAL MEDIA LLC	Contracted Services	SP		6/9/2015
15-P0036314	5,000.00	VINOPAL JENNY DANG	Contracted Services	SP		6/9/2015
15-P0036315	159.00	APPERSON	Maint Contract - Office Equip			6/9/2015
15-P0036316	105.84	APPLE COMPUTER INC	Instructional Supplies	SP		6/9/2015
15-P0036317	12.89	BADGE EXPRESS	Non-Instructional Supplies			6/9/2015
15-P0036318	321.84	WORTH DATA INC	Instructional Supplies	SP		6/9/2015
15-P0036319	65.00	PLANNED PARENTHOOD/ORANGE &	Contracted Services	SP		6/9/2015
15-P0036320	516.88	ACTION DOOR CONTROLS INC	Contracted Repair Services			6/9/2015
15-P0036321	1,150.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			6/9/2015
15-P0036322	1,124.59	CONTROL MAINTENANCE & REPAIR INC	Contracted Repair Services			6/9/2015
15-P0036323	4,600.00	KNOWLAND CONSTRUCTION SVCS	Site Improv - DSA Project Insp	SP		6/9/2015
* 15-P0036324	4,100.00	ACCCA	Conference Expenses			6/9/2015
15-P0036325	18.99	ANN M. LOCKHART	Non-Instructional Supplies	SP		6/9/2015
* 15-P0036326	8,410.09	ULINE	Equip-All Other >\$1,000<\$5,000			6/9/2015
15-P0036327	325.71	EDMONDS COMMUNITY COLLEGE	Food and Food Service Supplies	SP		6/9/2015

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
* 15-P0036328	1,790.40	WAXIE SANITARY SUPPLY	Non-Instructional Supplies			6/9/2015
15-P0036329	5,639.78	BEEGA'S BOYS	Non-Instructional Supplies			6/9/2015
* 15-P0036330	2,991.43	SIGMA ALDRICH INC	Non-Instructional Supplies	SP		6/9/2015
15-P0036331	96.34	WISE GUYS PIZZERIA	Food and Food Service Supplies	SP		6/9/2015
15-P0036332	1,390.00	TABLEAU SOFTWARE INC	Conference Expenses	SP		6/9/2015
15-P0036333	1,007.19	ROBERT A. MILLER	Instructional Supplies			6/9/2015
15-P0036334	51.00	ITIN SCALE COMPANY INC	Instructional Supplies	SP		6/9/2015
15-P0036335	693.44	KNORR SYSTEMS INC	Contracted Repair Services			6/10/2015
15-P0036336	5,000.00	LIEBERT CASSIDY WHITMORE	Legal Expenses	SP		6/10/2015
* 15-P0036337	989.57	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		6/10/2015
15-P0036338	128,000.00	C.I. SERVICES INC	Bldg Impr - Contractor Svcs	SP		6/10/2015
15-P0036339	113,000.00	BON AIR INC	Bldg Impr - Contractor Svcs	SP		6/10/2015
15-P0036340	2,500.00	INTER VALLEY POOL SUPPLY INC	Instructional Supplies	SP		6/10/2015
15-P0036341	270.00	ORANGE COUNTY MONSTER CARTS INC	Contracted Repair Services			6/10/2015
* 15-P0036342	2,375.73	KAPLAN	Instructional Supplies	SP		6/10/2015
15-P0036343	2,360.88	APEX AUDIO INC	Equip-Software > \$5,000	SP		6/10/2015
* 15-P0036344	1,791.36	KAPLAN	Instructional Supplies	SP		6/10/2015
15-P0036345	14,034.40	LAERDAL MEDICAL CORP	Equip-All Other >\$1,000<\$5,000	SP		6/10/2015
15-P0036347	285.38	XEROX CORP	Non-Instructional Supplies	SP		6/10/2015
15-P0036348	148.85	WELLS FARGO BANK	Food and Food Service Supplies	SP		6/11/2015
15-P0036349	980.64	B & H PHOTO VIDEO INC	Non-Instructional Supplies	SP		6/11/2015
* 15-P0036350	16,994.09	TOMARK SPORTS INC	Instructional Supplies	SP		6/11/2015
15-P0036351	250.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		6/11/2015
15-P0036352	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		6/11/2015
15-P0036353	356.05	VWR FUNDING INC	Instructional Supplies	SP		6/11/2015
* 15-P0036354	5,218.24	VWR FUNDING INC	Instructional Supplies	SP		6/11/2015
* 15-P0036355	1,300.00	ROMELIA MADRIGAL	Supplies Paid for Students	SP		6/11/2015
15-P0036356	250.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		6/11/2015
* 15-P0036357	1,052.44	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		6/11/2015
15-P0036358	3,354.16	VWR FUNDING INC	Equip-All Other > \$5,000	SP		6/11/2015
15-P0036359	3,349.20	DELL COMPUTER	Equip-All Other >\$1,000<\$5,000	SP		6/11/2015
15-P0036360	3,402.00	COMMUNITY PLAYTHINGS	Equip-All Other >\$1,000<\$5,000	SP		6/11/2015
* 15-P0036361	22,736.73	COMMUNITY PLAYTHINGS	Equip-All Other >\$1,000<\$5,000	SP		6/11/2015
15-P0036362	520.00	CA HEAD START ASSOC.	Conference Expenses	SP		6/11/2015

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
15-P0036363	1,150.00	WESTERN ASSOC. OF VETERAN EDUC. SPECIALIS	Conference Expenses	SP		6/11/2015
15-P0036364	8,397.88	LAKESHORE LEARNING MATERIALS	Equip-Software > \$5,000	SP		6/11/2015
15-P0036365	690.00	DON BOOKSTORE	Other Exp Paid for Students	SP		6/11/2015
15-P0036366	45.25	ACT	Non-Instructional Supplies	SP		6/11/2015
15-P0036367	25.00	CFPA CALIF. FOOD POLICY ADVOCATES	Inst Dues & Memberships	SP		6/11/2015
15-P0036368	1,809.75	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		6/11/2015
* 15-P0036369	4,567.06	LAKESHORE LEARNING MATERIALS	Non-Instructional Supplies	SP		6/11/2015
* 15-P0036370	1,555.36	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		6/11/2015
* 15-P0036371	8,424.94	LAKESHORE LEARNING MATERIALS	Non-Instructional Supplies	SP		6/11/2015
15-P0036372	675.00	ORANGE CHAMBER OF COMMERCE	Inst Dues & Memberships			6/11/2015
* 15-P0036373	2,827.44	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		6/11/2015
* 15-P0036374	4,359.19	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		6/11/2015
* 15-P0036375	2,220.53	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		6/11/2015
15-P0036376	2,000.00	MEDICAL BILLING TECH INC	Contracted Services	SP		6/11/2015
15-P0036377	2,498.00	QUALITY FENCE CO INC	Site Improv - Contractor Svcs	SP		6/11/2015
15-P0036378	1,790.15	D4 SOLUTIONS INC.	Contracted Services	SP		6/11/2015
15-P0036379	795.00	INDUSTRIAL TECHNICAL SERVICES	Contracted Services			6/11/2015
15-P0036380	1,596.24	STAPLES CONTRACT & COMMERCIAL INC	Non-Instructional Supplies			6/15/2015
15-P0036381	4,287.00	DANNY LETNER INC	Contracted Repair Services			6/15/2015
15-P0036382	792.01	GLASBY MAINTENANCE SUPPLY	Non-Instructional Supplies			6/15/2015
15-P0036383	619.92	DEAN THOMAS PHOTOGRAPHY	Contracted Services			6/15/2015
15-P0036384	6,700.00	DEPT OF FORESTRY & FIRE PROTECTION	Instructional Agreements	SP		6/15/2015
15-P0036385	943.40	JAY'S CATERING	Food and Food Service Supplies	SP		6/15/2015
15-P0036386	10,000.00	ORBACH HUFF SUAREZ	Legal Expenses			6/15/2015
15-P0036387	3,575.54	ASSA ABLOY ENTRANCE SYSTEMS	Contracted Repair Services			6/15/2015
15-P0036389	2,125.68	DANNY LETNER INC	Contracted Repair Services			6/15/2015
15-P0036390	3,744.00	UC REGENTS	Contracted Services	SP		6/15/2015
* 15-P0036391	1,260.00	GUZMAN JULIO	Contracted Services	SP		6/15/2015
15-P0036392	1,026.00	KING OFFICE SERVICES	Bldg Impr - Relocation/Moving	SP	BOND	6/15/2015
15-P0036393	31,513.36	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP	BOND	6/16/2015
15-P0036394	358.03	KELLY PAPER	Non-Instructional Supplies			6/16/2015
15-P0036395	696.00	CITY OF ORANGE	Public Agencies' Assess & Fees			6/16/2015
15-P0036396	112.50	ORANGE UNIFIED SCHOOL DISTRICT	Transportation - Student	SP		6/16/2015
15-P0036397	3,000.00	QUIDSI RETAIL LLC	Non-Instructional Supplies	SP		6/16/2015

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
15-P0036398	1,000.00	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		6/16/2015
15-P0036399	1,223.18	CYRGUS COMPANY INC	Instructional Supplies	SP		6/16/2015
15-P0036400	559.04	NASCO	Instructional Supplies	SP		6/16/2015
15-P0036401	1,022.50	OLD MEXICO RESTAURANT	Food and Food Service Supplies	SP		6/16/2015
15-P0036402	1,360.00	CCFC COMMUNITY COLLEGE FACILITY COALITION	Conference Expenses			6/16/2015
15-P0036403	56.70	MICHAEL J MACKENZIE	Non-Instructional Supplies	SP		6/16/2015
15-P0036404	386.25	MICHELANGELO LEASING INC	Transportation - Student	SP		6/16/2015
15-P0036405	3,591.84	APPLE COMPUTER INC	Equip-All Other >\$1,000<\$5,000	SP		6/17/2015
15-P0036406	1,675.00	DE LA TORRE COMMERCIAL	Bldg Impr - Contractor Svcs	SP		6/17/2015
15-P0036407	216.00	WESTERN POWER SYSTEMS	Contracted Repair Services			6/17/2015
15-P0036408	1,187.94	PYRO-COMM SYSTEMS INC	Contracted Repair Services			6/17/2015
* 15-P0036409	8,214.01	GOLDEN STAR TECHNOLOGY, INC.	Instructional Supplies	SP		6/17/2015
* 15-P0036410	4,512.65	GOLDEN STAR TECHNOLOGY, INC.	Contracted Services	SP		6/17/2015
* 15-P0036411	14,360.74	GOLDEN STAR TECHNOLOGY, INC.	Contracted Services	SP		6/17/2015
15-P0036412	242.77	NATIONAL INSTRUMENTS CORP	Instructional Supplies	SP		6/17/2015
15-P0036413	32,617.83	SHI INTERNATIONAL CORP	Equip-All Other >\$1,000<\$5,000	SP		6/17/2015
15-P0036414	1,413.45	GOLDEN STAR TECHNOLOGY, INC.	Equip-Software > \$5,000	SP		6/17/2015
15-P0036415	1,848.00	LEXMARK ENTERPRISE SOFTWARE LLC	Software License and Fees			6/17/2015
15-P0036416	2,166.59	WAXIE SANITARY SUPPLY	Non-Instructional Supplies			6/17/2015
15-P0036417	110.92	HOME DEPOT	Non-Instructional Supplies	SP		6/17/2015
15-P0036418	118.78	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		6/17/2015
15-P0036419	142.43	DELL COMPUTER	Non-Instructional Supplies	SP		6/17/2015
15-P0036420	4,900.00	ROMELIA MADRIGAL	Food and Food Service Supplies	SP		6/17/2015
15-P0036421	11,898.86	INTERFACE AMERICANS INC	Building Improvements	SP		6/17/2015
15-P0036422	2,041.20	APPERSON	Equip-All Other >\$1,000<\$5,000	SP		6/17/2015
15-P0036423	185.00	COMPUTERLAND OF SILICON VALLEY	Software License and Fees	SP		6/17/2015
15-P0036424	395.00	DE LA TORRE COMMERCIAL	Contracted Services			6/17/2015
15-P0036425	6,598.58	SHI INTERNATIONAL CORP	Equip-Software > \$5,000	SP		6/17/2015
15-P0036426	52.50	ON TRAC	Postage			6/18/2015
15-P0036427	520.00	CA HEAD START ASSOC.	Conference Expenses	SP		6/18/2015
15-P0036428	520.00	CA HEAD START ASSOC.	Conference Expenses	SP		6/18/2015
15-P0036429	3,513.93	ORANGE UNIFIED SCHOOL DISTRICT	Rental - Facility (Short-term)			6/18/2015
15-P0036430	34,519.00	SALEM ENGINEERING GROUP INC	Bldg Impr - Geotech/Geohaz	SP	BOND	6/18/2015
15-P0036431	167,700.00	JB BOSTICK CO INC	Site Improv - Contractor Svcs	SP		6/18/2015

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
15-P0036432	4,000.00	WESTED	Contracted Services	SP		6/18/2015
15-P0036433	758.00	KNORR SYSTEMS INC	Contracted Repair Services			6/18/2015
15-P0036434	390.00	GMS ELEVATOR	Contracted Repair Services			6/18/2015
15-P0036435	4,500.00	NAEYC	Other Licenses & Fees	SP		6/18/2015
15-P0036436	396.00	WESTERN POWER SYSTEMS	Maint Contract - Other Equip			6/18/2015
* 15-P0036437	4,977.56	B & H PHOTO VIDEO INC	Non-Instructional Supplies	SP		6/18/2015
15-P0036438	9,180.00	Q-PLUS INC	Equip-All Other > \$5,000	SP		6/18/2015
15-P0036439	339.01	BUSINESS MACHINES SECURITY	Instructional Supplies	SP		6/18/2015
15-P0036440	574.06	IRVINE PIPE SUPPLY	Repair & Replacement Parts			6/18/2015
15-P0036441	1,873.92	DELL COMPUTER	Equip-All Other >\$1,000<\$5,000			6/18/2015
15-P0036442	165.00	COMPUTERLAND OF SILICON VALLEY	Software License and Fees	SP		6/18/2015
15-P0036443	831.00	VARIDESK LLC	Equip-Software > \$5,000			6/18/2015
15-P0036444	499.43	GRIFFIN ACE HARDWARE	Instructional Supplies	SP		6/18/2015
15-P0036445	3,637.44	SOCCER CENTRAL	Instructional Supplies	SP		6/18/2015
15-P0036446	6,408.60	SIDELINE POWER LLC	Equip-All Other >\$1,000<\$5,000	SP		6/18/2015
15-P0036447	719.75	HAVE KITCHEN WILL TRAVEL, INC.	Food and Food Service Supplies	SP		6/18/2015
15-P0036448	221.77	USA SCIENTIFIC INC	Instructional Supplies	SP		6/18/2015
15-P0036449	260.72	BIO RAD LABORATORIES	Instructional Supplies	SP		6/22/2015
15-P0036450	1,000.00	CALIF ASSOC FOR MICROENTERPRISE OPPORTUNI	Contracted Services	SP		6/22/2015
15-P0036451	350.00	RP GROUP	Inst Dues & Memberships	SP		6/22/2015
15-P0036452	1,515.45	VWR FUNDING INC	Instructional Supplies	SP		6/22/2015
* 15-P0036453	1,067.00	GOLDEN STAR TECHNOLOGY, INC.	Contracted Services	SP		6/22/2015
15-P0036454	14,501.79	SHI INTERNATIONAL CORP	Equip-All Other > \$5,000	SP		6/22/2015
15-P0036455	289.48	ARA H BALAYAN	Food and Food Service Supplies	SP		6/22/2015
15-P0036456	998.00	INSPECTION RESOURCES CO	Site Improv - Spcl Ins/Mat Tes	SP		6/22/2015
15-P0036458	4,100.04	WELLS FARGO BANK	Equip-All Other > \$5,000	SP		6/22/2015
15-P0036459	1,933.30	HOBART CORP	Contracted Repair Services	SP		6/22/2015
4.13 (8) 15-P0036460	4,825.00	GREAT SCOTT TREE SERVICE INC	Maint/Oper Service Agreements			6/22/2015
* 15-P0036461	676.94	D4 SOLUTIONS INC.	Contracted Services	SP		6/23/2015
15-P0036462	12,725.16	CCS PRESENTATION SYSTEMS	Equip-All Other > \$5,000	SP		6/23/2015
15-P0036463	1,025.46	GRAINGER	Equip-All Other >\$1,000<\$5,000	SP		6/23/2015
15-P0036464	123.00	C.C. IMEX	Instructional Supplies	SP		6/23/2015
* 15-P0036465	860.55	B & H PHOTO VIDEO INC	Equip-All Other > \$5,000	SP		6/23/2015
15-P0036466	132.59	AMERICAN REPROGRAPHICS CO LLC	Bldg Impr-Blueprint/Reprod/Adv	SP	BOND	6/23/2015

Legend: * = Multiple Accounts for this P.O. SP = Special Project

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
15-P0036467	3,534.92	HITTING WORLD	Equip-All Other >\$1,000<\$5,000	SP		6/23/2015
15-P0036468	2,520.73	SUNSTONE CENTER CT LESSEE	Contracted Services	SP		6/23/2015
15-P0036469	943.06	VWR FUNDING INC	Instructional Supplies	SP		6/23/2015
15-P0036470	630.00	MICHELANGELO LEASING INC	Transportation - Student	SP		6/23/2015
15-P0036471	1,500.00	DON BOOKSTORE	Non-Instructional Supplies	SP		6/23/2015
* 15-P0036472	676.69	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		6/23/2015
* 15-P0036473	52,191.84	DELL COMPUTER	Equip-All Other > \$5,000	SP		6/23/2015
15-P0036474	1,040.64	APPLE COMPUTER INC	Equip-All Other > \$5,000	SP		6/23/2015
* 15-P0036475	1,626.22	GOLDEN STAR TECHNOLOGY, INC.	Non-Instructional Supplies	SP		6/23/2015
15-P0036476	2,142.00	CONTROL AIR CONDITIONING CORP	Contracted Repair Services			6/23/2015
* 15-P0036477	14,950.00	LELAND SAYLOR ASSOCIATES INC	Buildings - Cost Estimating	SP		6/23/2015
15-P0036478	1,198.64	APPLE COMPUTER INC	Equip-Software > \$5,000	SP		6/23/2015
15-P0036479	7,293.12	CDW GOVERNMENT INC.	Equip-All Other >\$1,000<\$5,000	SP		6/23/2015
15-P0036480	960.98	CDW GOVERNMENT INC.	Equip-Software > \$5,000	SP		6/23/2015
15-P0036481	130,222.07	DON BOOKSTORE	Due to Bookstore - FA Link			6/23/2015
15-P0036482	94,386.23	DON BOOKSTORE	Due to Bookstore - FA Link			6/23/2015
15-P0036483	2,293.92	DON BOOKSTORE	Due to Bookstore - FA Link			6/23/2015
15-P0036484	4,274.90	DON BOOKSTORE	Due to Bookstore - FA Link			6/23/2015
15-P0036485	205.46	AIRPORT VAN RENTAL INC	Transportation - Student	SP		6/23/2015
15-P0036486	8,024.58	AFP INTERNATIONAL	Equip-All Other >\$1,000<\$5,000	SP		6/24/2015
15-P0036487	689.84	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		6/24/2015
15-P0036488	357.00	ANAHEIM UNION HIGH	Transportation - Student	SP		6/24/2015
15-P0036489	10,233.00	S-COMM INC	Equip-All Other >\$1,000<\$5,000	SP		6/24/2015
15-P0036490	3,472.49	DELL COMPUTER	Equip-All Other >\$1,000<\$5,000	SP		6/24/2015
15-P0036491	342.55	SO CAL LAND MAINTENANCE INC	Contracted Repair Services			6/25/2015
15-P0036492	1,967.92	TURNING TECHNOLOGIES LLC	Instructional Supplies	SP		6/25/2015
15-P0036493	10,532.53	DURHAM SCHOOL SERVICES	Transportation - Student	SP		6/25/2015
15-P0036494	363.96	WISE GUYS PIZZERIA	Food and Food Service Supplies	SP		6/25/2015
15-P0036495	13,121.20	HUMANWARE INC	Equip-All Other >\$1,000<\$5,000	SP		6/25/2015
15-P0036496	206,369.41	DELL COMPUTER	Equip-All Other >\$1,000<\$5,000	SP		6/25/2015
15-P0036497	1,021.85	ORANGE TREE DELI & CATERING	Food and Food Service Supplies	SP		6/25/2015
15-P0036498	1,405.00	DON BOOKSTORE	Non-Instructional Supplies	SP		6/25/2015
15-P0036499	8,732.80	WADDELL RICKIE E	Equip-All Other >\$1,000<\$5,000	SP		6/25/2015
15-P0036500	4,069.20	APPLE COMPUTER INC	Equip-Software > \$5,000	SP		6/25/2015

Legend: * = Multiple Accounts for this P.O. SP = Special Project

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
15-P0036501	54,719.59	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP		6/25/2015
15-P0036502	146.39	CN SCHOOL AND OFFICE SOLUTIONS INC	Non-Instructional Supplies	SP		6/29/2015
15-P0036503	5,416.17	DELL COMPUTER	Equip-All Other >\$1,000<\$5,000	SP		6/29/2015
15-P0036504	1,323.52	DELL COMPUTER	Equip-All Other >\$1,000<\$5,000	SP		6/29/2015
15-P0036505	911.06	GLASBY MAINTENANCE SUPPLY	Non-Instructional Supplies			6/29/2015
15-P0036506	1,485.00	PYRO-COMM SYSTEMS INC	Contracted Repair Services			6/29/2015
15-P0036507	509.28	SEHI COMPUTER PRODUCTS	Equip-Software > \$5,000	SP		6/29/2015
15-P0036508	2,146.50	DON BOOKSTORE	Awards & Incentives	SP		6/29/2015
15-P0036509	267,800.00	PAINTING & DECOR INC	Bldg Impr - Contractor Svcs	SP		6/29/2015
15-P0036510	1,152.00	CAL STATE FULLERTON PHILANTHROPIC FOUNCAT	Non-Instructional Supplies	SP		6/29/2015
15-P0036511	386.25	MICHELANGELO LEASING INC	Transportation - Student	SP		6/29/2015
15-P0036512	9,500.40	MICHELANGELO LEASING INC	Transportation - Student	SP		6/29/2015
* 15-P0036513	1,330.60	AMERICAN THERMOFORM CORP	Non-Instructional Supplies	SP		6/29/2015
15-P0036514	3,282.00	AMERICAN PRINTING HOUSE FOR THE BLIND INC	Equip-All Other >\$1,000<\$5,000	SP		6/29/2015
15-P0036515	3,000.00	KURZWEIL INTELLITOOLS INC	Software License and Fees	SP		6/29/2015
* 15-P0036529	22,328.54	CITY OF ONTARIO	Instructional Agrmt - Salary			6/29/2015
* 15-P0036530	20,419.75	CITY OF WEST COVINA	Instructional Agrmt - Salary	SP		6/29/2015
15-P0036531	67,784.98	SAN BERNARDINO COUNTY	Instructional Agrmt - Salary			6/29/2015
15-P0036532	16,428.06	CITY OF MONTEBELLO	Instructional Agrmt - Salary			6/29/2015
15-P0036533	8,331.58	CITY OF VERNON	Instructional Agrmt - Facility			6/29/2015
15-P0036534	6,854.88	CITY OF UPLAND	Instructional Agrmt - Facility			6/29/2015
15-P0036535	36,964.50	CITY OF SAN BERNARDINO FIRE DEPT	Instructional Agrmt - Facility			6/29/2015
15-P0036536	12,854.60	CITY OF REDLANDS	Instructional Agrmt - Facility			6/29/2015
15-P0036537	31,655.37	CITY OF RANCHO CUCAMONGA	Instructional Agrmt - Facility			6/29/2015
15-P0036538	6,347.35	CITY OF MONTCLAIR	Instructional Agrmt - Facility			6/29/2015
15-P0036539	16,068.42	CITY OF LA VERNE	Instructional Agrmt - Facility			6/29/2015
15-P0036540	9,898.52	DOWNEY FIRE DEPT	Instructional Agrmt - Facility			6/29/2015
15-P0036541	60,396.00	CITY OF CORONA	Instructional Agrmt - Facility			6/29/2015
15-P0036542	21,460.33	CHINO VALLEY INDEPENDENT	Instructional Agrmt - Facility			6/29/2015
15-P0036543	238,171.50	ORANGE COUNTY FIRE AUTHORITY	Instructional Agrmt - Facility			6/29/2015
15-P0036544	18,821.04	CITY OF ORANGE	Instructional Agrmt - Facility			6/29/2015
15-P0036545	36,608.25	CITY OF NEWPORT BEACH FIRE AND MARINE DEP	Instructional Agrmt - Facility			6/29/2015
15-P0036546	15,391.06	CITY OF LAGUNA BEACH	Instructional Agrmt - Facility			6/29/2015
15-P0036547	35,063.56	CITY OF HUNTINGTON BEACH	Instructional Agrmt - Facility			6/29/2015

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Legend: * = Multiple Accounts for this P.O. SP = Special Project

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
15-P0036548	6,908.02	CITY OF GARDEN GROVE	Instructional Agrmt - Facility			6/29/2015
15-P0036549	17,900.96	CITY OF FULLERTON	Instructional Agrmt - Facility			6/29/2015
15-P0036550	5,659.02	CITY OF FOUNTAIN VALLEY	Instructional Agrmt - Facility			6/29/2015
15-P0036552	14,552.31	CITY OF BREA	Instructional Agrmt - Facility			6/29/2015
15-P0036553	13,648.75	CITY OF ANAHEIM	Instructional Agrmt - Facility			6/29/2015
15-P0036555	80,000.00	DISABILITY ACCESS CONSULTANTS	Site Improv - Other Services	SP		6/29/2015
15-P0036556	5,990.00	THE REYNOLDS GROUP	Bldg Impr - Haz Mat	SP		6/29/2015
* 15-P0036573	18,357.19	CITY OF COSTA MESA	Instructional Agrmt - Salary			6/29/2015
15-P0159346	154,379.00	CHILDREN'S HOSPITAL OF ORANGE COUNTY	Contracted Services	SP		6/3/2015
15-P0159347	21,000.00	LISTOAMERICA INC	Contracted Services	SP		6/3/2015
15-P0159348	18,700.00	SO ORANGE COUNTY COMMUNITY COLLEGE DIST	Contracted Services	SP		6/3/2015
15-P0159349	14,000.00	O C SUPERINTENDENT OF SCHOOLS	Contracted Services	SP		6/5/2015
15-P0159350	3,234.00	EL SOL SCIENCE & ART'S	Rental - Facility (Short-term)	SP		6/17/2015
15-P0159351	2,418.50	OC CHILDREN'S THERAPEUTIC ART CTR	Rental - Facility (Short-term)	SP		6/17/2015
15-P0159352	65,881.38	SANTA ANA UNIFIED SCHOOL DIST	Rental - Facility (Short-term)	SP		6/17/2015
15-P0159353	49,700.00	CHAPMAN UNIVERSITY	Contracted Services	SP		6/17/2015
Grand Total:		\$4,166,328.77				

4.13 (11)

Legend: * = Multiple Accounts for this P.O. SP = Special Project

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM MAY 31, 2015 THROUGH JUNE 29, 2015
BOARD MEETING OF JULY 20, 2015**

P.O. #	Amount	Description	Department	Comment
15-P0036198	\$304,290.00	Deposit for Santa Ana College bulk mail	DO-Purchasing	
15-P0036199	\$126,000.00	Deposit for Santa Ana College metered mail	DO-Purchasing	
15-P0036200	\$39,000.00	Deposit for District Office metered mail	DO-Purchasing	
15-P0036204	\$154,332.40	3D Gage Reverse engineering & inspection tool & Verisurf custom training	SAC-Manufacturing Technology	Bid #1258 Board approved: May 26, 2015
15-P0036209	\$35,590.00	Replacement of wind damaged high wind screen and double swing gate on the main soccer field, practice soccer field and softball field at Santiago Canyon College	SCC-Administrative Services	Received Quotations: 1) * Quality Fence Co, Inc. 2) A-1 Fence Co. * Successful Bidder
15-P0036255	\$18,495.46	Online software licenses for Numbers Plus Preschool Math and Growing Readers curriculum	DO-Child Development Services	
15-P0036259	\$37,121.52	Aruba controller wireless network and 1-year support	DO-ITS	Received Quotations: 1) * Accuvant, Inc. 2) VPLS Solutions, LLC 3) CDW-G * Successful Bidder
15-P0036266	\$50,000.00	Professional services to provide Ad Hoc consulting and programming services	DO-ITS	Board approved: April 27, 2015

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**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM MAY 31, 2015 THROUGH JUNE 29, 2015
BOARD MEETING OF JULY 20, 2015**

P.O. #	Amount	Description	Department	Comment
15-P0036273	\$18,850.00	Architectural services to provide professional design services for Interim Publication and Warehouse Relocation project from Orange Education Center to Santiago Canyon College	DO-Facility Planning	Board approved: May 26, 2015
15-P0036276	\$24,487.20	Apple iPad Air with AppleCare protection plan	DO-Child Development Services	
15-P0036282	\$61,200.00	Commissioning consulting services for the Energy Management Systems upgrade at Santiago Canyon College	DO-Facility Planning	RFP #1415-104 Board approved: May 26, 2015
15-P0036283	\$16,783.00	Neon Tubes Replacement project at District Office	DO-Facility Planning	Received Quotations: 1) * Absolute Sign, Inc. 2) Sunset Signs * Successful Bidder
15-P0036299	\$33,515.56	Lumens 5000 LCD widescreen video projectors	SAC-Media Systems	Received Quotations: 1) * SHI International Corp. 2) Golden Star Technology, Inc. * Successful Bidder
15-P0036338	\$128,000.00	Roof Repair project at Santa Ana College - Chavez Hall	DO-Facility Planning	Bid #1263 Board approved: May 11, 2015
15-P0036339	\$113,000.00	A/C Units Replacement project at Santiago Canyon College - Child Development Center	DO-Facility Planning	Bid #1267 Board approved: June 15, 2015

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**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM MAY 31, 2015 THROUGH JUNE 29, 2015
BOARD MEETING OF JULY 20, 2015**

P.O. #	Amount	Description	Department	Comment
15-P0036350	\$16,994.09	Wrestling mats and installation for Santa Ana College	SAC-Kinesiology	Received Quotations: 1) * Tomark Sports, Inc. 2) Suplay Products 3) Pacific Mat Co. 4) Gopher * Successful Bidder
15-P0036361	\$22,736.73	Miscellaneous preschool furniture	SCC-Child Development Services	Purchased from the Foundation of California Community College Agreement #CB-13-021
15-P0036393	\$31,513.36	DSA Further/CCD fee for Mass Grading project at Santiago Canyon College	DO-Facility Planning	
15-P0036413	\$32,617.83	Lumens 3100 DLP HD video projectors and mounting kits	SCC-Media Systems	Received Quotations: 1) * SHI International Corp. 2) Sehi Computer Products, Inc. 3) Troxell 4) ITsavvy, LLC * Successful Bidder
15-P0036430	\$34,519.00	Geotechnical consulting services for the Chavez Building project at Santa Ana College	DO-Facility Planning	RFP #1415-101 Board approved: June 15, 2015
15-P0036431	\$167,700.00	Parking Lot Resurface and Stripe project at Centennial Education Center	DO-Facility Planning	Bid #1260 Board approved: May 26, 2015
15-P0036473	\$52,191.84	Dell laptop computers, cart storage and batteries	CEC-Casas	Purchased from the Western States Contracting Alliance (WSCA) Master Price Agreement #B27160 Board approved: November 16, 2009

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**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM MAY 31, 2015 THROUGH JUNE 29, 2015
BOARD MEETING OF JULY 20, 2015**

P.O. #	Amount	Description	Department	Comment
15-P0036481	\$130,222.07	Santa Ana College Financial Aid FA Link student purchases (books & supplies) transaction for Fall 2014	SAC-Auxiliary Services	
15-P0036482	\$94,386.23	Santiago Canyon College Financial Aid FA Link student purchases (books & supplies) transaction for Fall 2014	SAC-Auxiliary Services	
15-P0036496	\$206,369.41	Dell computers and related components	SAC-Manufacturing Technology	Purchased from the Western States Contracting Alliance (WSCA) Master Price Agreement #B27160 Board approved: November 16, 2009
15-P0036501	\$54,719.59	DSA Plan/Field review fee for Central Plant projects at Santa Ana College	DO-Facility Planning	
15-P0036509	\$267,800.00	Exterior Painting project at Santa Ana College - Building E (Fitness), Building L (Library), Building T (Technology), Building R (Russell Hall) and Building B (Middle College)	DO-Facility Planning	Bid #1251 Board approved: May 26, 2015
15-P0036529	\$22,328.54	Instructional hours for Fire Technology training for Fall 2014	SAC-Fire Technology	Board approved: May 12, 2008
15-P0036530	\$20,419.75	Instructional hours for Fire Technology training for Fall 2014	SAC-Fire Technology	Board approved: June 30, 2008
15-P0036531	\$67,784.98	Instructional hours for Fire Technology training for Fall 2014	SAC-Fire Technology	Board approved: March 10, 2008
15-P0036532	\$16,428.06	Instructional hours for Fire Technology training for Fall 2014	SAC-Fire Technology	Board approved: December 8, 2008

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM MAY 31, 2015 THROUGH JUNE 29, 2015
BOARD MEETING OF JULY 20, 2015**

P.O. #	Amount	Description	Department	Comment
15-P0036535	\$36,964.50	Instructional hours for Fire Technology training for Fall 2014	SAC-Fire Technology	Board approved: January 22, 2008
15-P0036537	\$31,655.37	Instructional hours for Fire Technology training for Fall 2014	SAC-Fire Technology	Board approved: December 10, 2007
15-P0036539	\$16,068.42	Instructional hours for Fire Technology training for Fall 2014	SAC-Fire Technology	Board approved: June 30, 2008
15-P0036541	\$60,396.00	Instructional hours for Fire Technology training for Fall 2014	SAC-Fire Technology	Board approved: May 27, 2008
15-P0036542	\$21,460.33	Instructional hours for Fire Technology training for Fall 2014	SAC-Fire Technology	Board approved: April 7, 2008
15-P0036543	\$238,171.50	Instructional hours for Fire Technology training for Fall 2014	SAC-Fire Technology	Board approved: May 12, 2008
15-P0036544	\$18,821.04	Instructional hours for Fire Technology training for Fall 2014	SAC-Fire Technology	Board approved: January 22, 2008
15-P0036545	\$36,608.25	Instructional hours for Fire Technology training for Fall 2014	SAC-Fire Technology	Board approved: April 21, 2008
15-P0036546	\$15,391.06	Instructional hours for Fire Technology training for Fall 2014	SAC-Fire Technology	Board approved: November 19, 2007
15-P0036547	\$35,063.56	Instructional hours for Fire Technology training for Fall 2014	SAC-Fire Technology	Board approved: November 19, 2007
15-P0036549	\$17,900.96	Instructional hours for Fire Technology training for Fall 2014	SAC-Fire Technology	Board approved: February 4, 2008

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM MAY 31, 2015 THROUGH JUNE 29, 2015
BOARD MEETING OF JULY 20, 2015**

P.O. #	Amount	Description	Department	Comment
15-P0036555	\$80,000.00	Specialized consulting services for the Americans with Disabilities Act (ADA) Transition Plan Update project at Santa Ana College	DO-Facility Planning	RFP #1415-84 Board approved: June 15, 2015
15-P0036573	\$18,357.19	Instructional hours for Fire Technology training for Fall 2014	SAC-Fire Technology	Board approved: December 10, 2007
15-P0159346	\$154,379.00	Sub-agreement related to the Early Head Start (EHS) partnership grant #09CH9178/01	DO-Child Development Services	Board approved: February 2, 2015
15-P0159347	\$21,000.00	Sub-agreement with ListoAmerica, Inc. to implement the Sector Navigator-ICT/Digital Media program	DMC	Board approved: May 11, 2015
15-P0159348	\$18,700.00	Sub-agreement with South Orange County CCD-Irvine Valley College to implement the Sector Navigator-ICT/Digital Media program	DMC	Board approved: May 11, 2015
15-P0159352	\$65,881.38	Facility rental for 2014-2015 fiscal year by Santa Ana College	CEC	Board approved: November 20, 2006
15-P0159353	\$49,700.00	Upward Bound 2015 Summer Residential program for (35) students and (5) SAC staff members	SAC-Upward Bound	Board approved: April 13, 2015

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
* 15-B0000892	3,197.41	RYAN DISTRIBUTORS	Purchases – Gen Merch			6/2/2015
15-B0000893	1,070.86	BROWN BAG SANDWICH CO. INC.	Purchases – Gen Merch			6/2/2015
* 15-B0000894	9,820.44	BROWN BAG SANDWICH CO. INC.	Purchases – Gen Merch			6/3/2015
* 15-B0000895	4,911.82	BROWN BAG SANDWICH CO. INC.	Purchases – Gen Merch			6/8/2015
15-B0000896	120.00	FOUNDATION FOR CROSS-CONNECTION CON	Inst Dues & Memberships			6/9/2015
15-B0000897	514.00	COSMED USA, INC.	Other Operating Exp & Services			6/10/2015
15-B0000898	471.95	AMAZON COM	Other Operating Exp & Services			6/10/2015
15-B0000899	156.23	DESIGN PRINT BANNER LLC	Diversified Agency Fund Expens			6/11/2015
15-B0000900	207.57	BROWN BAG SANDWICH CO. INC.	Purchases – Gen Merch			6/16/2015
15-B0000901	460.95	RYAN DISTRIBUTORS	Purchases – Gen Merch			6/16/2015
* 15-B0000902	3,673.49	RYAN DISTRIBUTORS	Purchases – Gen Merch			6/16/2015
15-B0000904	2,982.76	MOTIVATORS, INC.	Other Operating Exp & Services			6/16/2015
* 15-B0000905	448.01	TRAVEL TRAVEL BROOKHURST & ELLIS INC	Other Operating Exp & Services			6/22/2015
15-B0000906	732.47	BROWN BAG SANDWICH CO. INC.	Purchases – Gen Merch			6/26/2015
* 15-B0000907	7,321.14	BROWN BAG SANDWICH CO. INC.	Purchases – Gen Merch			6/26/2015
15-B0000908	1,003.13	RYAN DISTRIBUTORS	Purchases – Gen Merch			6/26/2015
* 15-B0000909	4,428.75	RYAN DISTRIBUTORS	Purchases – Gen Merch			6/26/2015
15-B0000910	6,120.62	LINCOLN ELECTRIC COMPANY	Diversified Agency Fund Expens			6/30/2015
Grand Total:		\$47,641.60				

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Legend: * = Multiple Accounts for this P.O. SP = Special Project

P.O. #	Amount	Vendor Name	Classification	Date
GM-CAF000028	\$5.20	BROWN BAG SANDWICH CO	General Merchandise	6/1/2015
GM-CAF000029	\$1,491.77	BROWN BAG SANDWICH CO	General Merchandise	6/1/2015
GM-CAF000031	\$954.04	BROWN BAG SANDWICH CO	General Merchandise	6/1/2015
GM-CAF000032	\$1,052.88	BROWN BAG SANDWICH CO	General Merchandise	6/1/2015
GM-CAF000033	\$693.75	BROWN BAG SANDWICH CO	General Merchandise	6/1/2015
GM-CAF000034	\$1,670.97	BROWN BAG SANDWICH CO	General Merchandise	6/2/2015
GM-CAF000035	\$600.18	BROWN BAG SANDWICH CO	General Merchandise	6/10/2015
GM-CAF000036	\$727.07	BROWN BAG SANDWICH CO	General Merchandise	6/10/2015
GM-CAF000037	\$306.60	BROWN BAG SANDWICH CO	General Merchandise	6/18/2015
GM-CAF000038	\$1,919.58	BROWN BAG SANDWICH CO	General Merchandise	6/22/2015
GM-CAF000039	\$178.00	BROWN BAG SANDWICH CO	General Merchandise	6/22/2015
GM-CAF000040	\$1,078.71	BROWN BAG SANDWICH CO	General Merchandise	6/23/2015
GM-DON002023	\$446.84	BROWN BAG SANDWICH CO	General Merchandise	6/1/2015
GM-DON002024	\$560.69	BROWN BAG SANDWICH CO	General Merchandise	6/1/2015
GM-DON002025	\$451.43	BROWN BAG SANDWICH CO	General Merchandise	6/1/2015
GM-DON002026	\$366.40	BROWN BAG SANDWICH CO	General Merchandise	6/1/2015
GM-DON002027	\$740.92	BROWN BAG SANDWICH CO	General Merchandise	6/2/2015
GM-DON002028	\$405.00	TEAMWORK	General Merchandise	6/2/2015
GM-DON002029	\$220.00	TEAMWORK	General Merchandise	6/2/2015
GM-DON002030	\$170.00	TEAMWORK	General Merchandise	6/2/2015
GM-DON002031	\$367.20	LXG	General Merchandise	6/2/2015
GM-DON002032	\$1,786.50	CUTTER & BUCK	General Merchandise	6/2/2015
GM-DON002033	\$825.70	RUSSELL ATHLETIC	General Merchandise	6/3/2015
GM-DON002034	\$767.10	LXG	General Merchandise	6/4/2015
GM-DON002035	\$1,560.24	PENS ETC.	General Merchandise	6/8/2015
GM-DON002036	\$1,573.56	PENS ETC.	General Merchandise	6/8/2015
GM-DON002037	\$969.85	PENS ETC.	General Merchandise	6/8/2015
GM-DON002038	\$693.55	VANTAGE	General Merchandise	6/9/2015
GM-DON002039	\$2,820.00	SCHOOL DATEBOOKS	General Merchandise	6/9/2015
GM-DON002043	\$1,723.81	CHAMPION PRODUCTS INC	General Merchandise	6/11/2015
GM-DON002046	\$585.20	BROWN BAG SANDWICH CO	General Merchandise	6/18/2015
GM-DON002047	\$339.99	OFFICE DEPOT	General Merchandise	6/18/2015
GM-DON002048	\$605.37	PAPYRUS	General Merchandise	6/18/2015
GM-DON002049	\$170.70	BROWN BAG SANDWICH CO	General Merchandise	6/22/2015
GM-DON002050	\$236.20	BROWN BAG SANDWICH CO	General Merchandise	6/22/2015
GM-DON002051	\$194.35	BROWN BAG SANDWICH CO	General Merchandise	6/22/2015
GM-DON002052	\$494.68	BROWN BAG SANDWICH CO	General Merchandise	6/22/2015

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P.O. #	Amount	Vendor Name	Classification	Date
GM-DON002053	\$1,169.80	D&H DISTRIBUTING	General Merchandise	6/23/2015
GM-DON002055	\$40.20	BROWN BAG SANDWICH CO	General Merchandise	6/29/2015
GM-DON002056	\$241.98	BROWN BAG SANDWICH CO	General Merchandise	6/29/2015
GM-DON002057	\$521.50	RUSSELL ATHLETIC	General Merchandise	6/29/2015
GM-DON002058	\$463.85	PENS ETC.	General Merchandise	6/29/2015
GM-DON002059	\$684.80	RUSSELL ATHLETIC	General Merchandise	6/29/2015
GM-DON002064	\$241.40	BROWN BAG SANDWICH CO	General Merchandise	6/30/2015
GM-DONCS003	\$329.76	JANSPORT CO	General Merchandise	6/17/2015
GM-DONCX0009	\$82.80	LXG	General Merchandise	6/10/2015
GM-DONSP0002	\$702.87	PENS ETC.	General Merchandise	7/1/2015
GM-EXPR000944	\$553.32	BROWN BAG SANDWICH CO	General Merchandise	6/1/2015
GM-EXPR000945	\$240.94	BROWN BAG SANDWICH CO	General Merchandise	6/1/2015
GM-EXPR000946	\$420.41	BROWN BAG SANDWICH CO	General Merchandise	6/1/2015
GM-EXPR000947	\$255.98	BROWN BAG SANDWICH CO	General Merchandise	6/1/2015
GM-EXPR000948	\$289.55	BROWN BAG SANDWICH CO	General Merchandise	6/10/2015
GM-EXPR000949	\$458.91	BROWN BAG SANDWICH CO	General Merchandise	6/18/2015
GM-HAWK001646	\$40.00	CB GRADUATION ANNOUNCMNTS	General Merchandise	6/1/2015
GM-HAWK001649	\$1,987.50	OAK HALL CAP & GOWNS	General Merchandise	6/17/2015
GM-HAWK001653	\$342.00	COMET SCHOOL SUPPLIES INC	General Merchandise	7/2/2015
TX-CEC000295	\$700.00	CAMBRIDGE UNIVERSITY PRES	Textbook	6/2/2015
TX-CEC000298	\$617.25	STECK VAUGHN PUBLISHING	Textbook	7/2/2015
TX-DON003088	\$650.60	MBS TEXTBOOK EXCHANGE	Textbook	6/1/2015
TX-DON003089	\$34,699.93	MBS TEXTBOOK EXCHANGE	Textbook	6/2/2015
TX-DON003090	\$13,267.37	FOLLETT HIGHER EDUCATION GROUP	Textbook	6/3/2015
TX-DON003091	\$25,333.45	PEARSON EDUCATION	Textbook	6/3/2015
TX-DON003092	\$519.00	NEBRASKA BOOK COMPANY	Textbook	6/3/2015
TX-DON003093	\$723.93	MBS TEXTBOOK EXCHANGE	Textbook	6/3/2015
TX-DON003094	\$4,579.30	PEARSON EDUCATION	Textbook	6/3/2015
TX-DON003095	\$9,740.90	NEBRASKA BOOK COMPANY	Textbook	6/5/2015
TX-DON003096	\$196.00	MBS TEXTBOOK EXCHANGE	Textbook	6/8/2015
TX-DON003097	\$47.40	NACSCORP	Textbook	6/8/2015
TX-DON003098	\$88.60	NEBRASKA BOOK COMPANY	Textbook	6/8/2015
TX-DON003099	\$300.00	NORTON, INC.	Textbook	6/8/2015
TX-DON003100	\$269.88	NEBRASKA BOOK COMPANY	Textbook	6/8/2015
TX-DON003102	\$4,487.42	SIDEWALK	Textbook	6/10/2015
TX-DON003103	\$31.20	MONTEZUMA PUBLISHING	Textbook	6/10/2015
TX-DON003104	\$2,760.00	JOHN WILEY \$ SONS, INC	Textbook	6/11/2015

P.O. #	Amount	Vendor Name	Classification	Date
TX-DON003105	\$82.50	NEBRASKA BOOK COMPANY	Textbook	6/15/2015
TX-DON003106	\$27.60	MONTEZUMA PUBLISHING	Textbook	6/15/2015
TX-DON003107	\$462.93	NEBRASKA BOOK COMPANY	Textbook	6/15/2015
TX-DON003108	\$89.31	MBS TEXTBOOK EXCHANGE	Textbook	6/15/2015
TX-DON003109	\$617.85	NACSCORP	Textbook	6/15/2015
TX-DON003110	\$38.06	MONTEZUMA PUBLISHING	Textbook	6/15/2015
TX-DON003111	\$420.75	MBS TEXTBOOK EXCHANGE	Textbook	6/16/2015
TX-DON003112	\$460.00	CADCIM TECHNOLOGIES	Textbook	6/16/2015
TX-DON003113	\$309.30	NEBRASKA BOOK COMPANY	Textbook	6/16/2015
TX-DON003114	\$1,499.70	PEARSON EDUCATION	Textbook	6/16/2015
TX-DON003115	\$2,177.00	PEARSON EDUCATION	Textbook	6/16/2015
TX-DON003117	\$262.92	NACSCORP	Textbook	6/18/2015
TX-DON003118	\$384.35	MBS TEXTBOOK EXCHANGE	Textbook	6/18/2015
TX-DON003119	\$179.92	NEBRASKA BOOK COMPANY	Textbook	6/18/2015
TX-DON003120	\$19,102.96	MBS TEXTBOOK EXCHANGE	Textbook	6/18/2015
TX-DON003121	\$812.00	NEBRASKA BOOK COMPANY	Textbook	6/22/2015
TX-DON003122	\$469.50	NEBRASKA BOOK COMPANY	Textbook	6/22/2015
TX-DON003123	\$204.00	NACSCORP	Textbook	6/23/2015
TX-DON003124	\$283.05	NEBRASKA BOOK COMPANY	Textbook	6/23/2015
TX-DON003126	\$197.78	NACSCORP	Textbook	6/25/2015
TX-DON003127	\$10,259.55	MBS TEXTBOOK EXCHANGE	Textbook	6/30/2015
TX-DON003128	\$18,863.96	NEBRASKA BOOK COMPANY	Textbook	7/1/2015
TX-DON003129	\$1,032.37	BOOKBYTEDIRECT.COM	Textbook	7/2/2015
TX-HAWK002335	\$1,447.00	AMAZON	Textbook	6/2/2015
TX-HAWK002337	\$2,559.95	PEARSON EDUCATION	Textbook	6/11/2015
TX-HAWK002338	\$374.50	NEBRASKA BOOK COMPANY	Textbook	6/11/2015
TX-HAWK002339	\$52.75	AMAZON	Textbook	6/11/2015
TX-HAWK002341	\$110.16	AMAZON	Textbook	6/16/2015
TX-HAWK002342	\$25.75	AMAZON	Textbook	6/16/2015
TX-HAWK002343	\$688.05	NEBRASKA BOOK COMPANY	Textbook	6/16/2015
TX-HAWK002344	\$238.00	CENGAGE LEARNING	Textbook	6/16/2015
TX-HAWK002345	\$278.40	TRIPLE M PRESS	Textbook	6/16/2015
TX-HAWK002346	\$4,275.00	BLUEDOOR	Textbook	6/16/2015
TX-HAWK002347	\$375.00	NEBRASKA BOOK COMPANY	Textbook	6/18/2015
TX-HAWK002348	\$423.40	NEBRASKA BOOK COMPANY	Textbook	6/24/2015
TX-HAWK002349	\$3,631.25	CENGAGE LEARNING	Textbook	6/24/2015
TX-HAWK002350	\$7.93	AMAZON	Textbook	6/30/2015

4.13 (21)

<u>P.O. #</u>	<u>Amount</u>	<u>Vendor Name</u>	<u>Classification</u>	<u>Date</u>
TX-HAWK002351	\$225.00	NACSCORP	Textbook	7/1/2015
TX-HAWK002352	\$113.75	MBS TEXTBOOK EXCHANGE	Textbook	7/2/2015

Grand Total: \$210,897.08

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM MAY 30, 2015 THROUGH JULY 3, 2015
BOARD MEETING OF JULY 20, 2015**

P.O. #	Amount	Description	Department	Comment
TX-DON003091	\$25,333.45	Textbooks for Resale: Fall 2015	DON BOOKSTORE	Purchased from Pearson Education. Manager Review and Approval -Thomas Bonetati - June 3, 2015
TX-DON003120	\$19,102.96	Textbooks for Resale: Fall 2015	DON BOOKSTORE	Purchased from Missouri Book Service. Manager Review and Approval -Thomas Bonetati - June 18, 2015
TX-DON003128	\$18,863.96	Textbooks for Resale: Fall 2015	DON BOOKSTORE	Purchased from Nebraska Book Co. Manager Review and Approval - Thomas Bonetati - July 1, 2015
TX-DON003089	\$34,699.93	Textbooks for Resale: Fall 2015	DON BOOKSTORE	Purchased from Missouri Book Service. Manager Review and Approval - Thomas Bonetati - June 2, 2015

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: July 20, 2015
Re:	Approval of Resource Development Items	
Action:	Request for Approval	

ANALYSIS

Items for the following categorical programs have been developed:

	<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
	<u>Fiscal Year 2014/2015</u>		
1.	Basic Skills Initiative (SAC) – Augmentation Second Principal (P1) apportionment adjustment for Basic Skills Initiative funding from the California Community Colleges Chancellor’s Office to be used to implement program and curriculum development, professional development, articulation, assessment, counseling, tutoring, coordination, research and purchase of instructional materials directly related to the enhancement of basic skills in educational programs. (14/15, 15/16). <i>No match required.</i> SAC – P2 Apportionment \$550,382 <i>Increased by \$34,252</i> SCC – P2 Apportionment \$177,839 <i>Increased by \$2,039</i>	05/05/2015	\$36,291
2.	Quality Rating and Improvement System (QRIS) Block Grant – (District) RSCCD’s Child Development Services is a sub-awardee of a Quality Rating and Improvement System (QRIS) block-grant from the California Department of Education to support program quality improvement and Professional Learning Communities (PLCs) trainings and meetings for early childhood teachers and program staff to engage in dialogue on curriculum planning, program assessment, and family engagement. (14/15, 15/16). <i>No match required.</i>	06/08/2015	\$147,600
3.	Santa Ana Middle College High School (SAC) - Augmentation Augmentation funds from the California Community Colleges Chancellor’s Office to take a leadership role in supporting the statewide network of Middle College High Schools in the coming year. (14/15). <i>No match required for the augmentation.</i>	07/01/2015	\$99,000

Fiscal Impact: \$1,843,760.66	Board Date: July 20, 2015
Item Prepared by: Pat Carpenter, Administrative Secretary	
Item Submitted by: Enrique Perez, J.D., Assistant Vice Chancellor, Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
4. SBA/CSUF – SBDC 2014 One-Time Funds – (District) One-time funds from the Small Business Administration through California State University, Fullerton, to fund business consultants and professional development trainings and conferences at the district’s Small Business Development Center. (14/15, 15/16). <i>No match required.</i>	06/12/2015	\$36,379.66
<u>Fiscal Year 2015/2016</u>		
5. College Assistance Migrant Program (CAMP) – Year 4 (SCC) Year four of a five-year grant from the U.S. Department of Education to assist migrant students to complete their first academic year of college and to continue in post-secondary education. (15/16). <i>No match required.</i>	05/14/2015	\$425,000
6. Math, Engineering and Science Achievement (MESA) Program – (SAC) Fourth year of a five-year renewal grant from the California Community Colleges Chancellor’s Office to continue the existing MESA program, which provides academic, enrichment activities, and support services to eligible science, mathematics, computer science, and engineering students, in order to increase the number of disadvantaged students who transfer to college/ university programs. (15/16). <i>The match required is \$50,500; the actual match contribution is \$186,127 consisting of Catherine Shaffer at \$81,682 (75%), MESA Director; Suzanne Lohmann at \$36,982 (50%), MESA Student Services Coordinator; and benefits for both at \$67,463 (100%). All benefits for these full-time positions are unallowable costs to the grant.</i>	07/01/2015	\$50,500
7. Santa Ana Middle College High School (SAC) Funds from the California Community Colleges Chancellor’s Office to continue the existing Middle College High School, which provides a supportive, academically challenging environment for high ability, at risk youth leading to a rich high school education, independence and success in college and beyond. (15/16). <i>The match required is 1-to-1. Santa Ana Unified School District will provide the entire amount of the required match via the MCHS Principal’s salary and benefits.</i>	07/01/2015	\$99,000
8. Technical Assistance Provider – Career Pathways Design (TAP-CPD) The California Community Colleges Chancellor’s Office has awarded the statewide Technical Assistance Provider – Career Pathways Design grant to Rancho Santiago CCD. The project includes a partnership with WestEd, which will hire the two Key Talent positions required by the funding agency to ensure sufficient coverage of the state. The TAP Key Talent team will be responsible for recommending legislative and regulatory policies and procedures; identifying and disseminating best practices that will improve Career Pathways statewide; and providing leadership, guidance, and technical assistance at the local, regional, and state level in order to expand and improve Career Pathways from middle and high schools to community college programs and promote student success. (15/16). <i>No match required.</i>	07/23/2015	\$950,000

RECOMMENDATION

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

Fiscal Impact: \$1,843,760.66	Board Date: July 20, 2015
Item Prepared by: Pat Carpenter, Administrative Secretary	
Item Submitted by: Enrique Perez, J.D., Assistant Vice Chancellor, Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

SPECIAL PROJECT DETAILED BUDGET #2101, #2102, #2103, #2104, #2105 and #2106
NAME: BASIC SKILLS INITIATIVE 14/15 - SANTA ANA COLLEGE (Credit)
FISCAL YEAR: 2014/2015 and 2015/2016

CONTRACT PERIOD: 7/1/2014 - 6/30/2016

PRJ. ADMIN. TBD

CONTRACT AWARD:

PRJ. DIR. Mary Huebsch

FY 2014-15 Adv. Apportionment \$253,194

Date: 07/08/2015

Recalculation (x 0.11111 factor) \$28,132

Prime Sponsor: California Community Colleges Chancellor's Office

Total Allocation \$281,326

Fiscal Agent: Rancho Santiago CCD

P1 Apportionment (Adj.) (\$74,874)

Prime Award/Subaward #: N/A

P1 Total \$206,452

P2 Apportionment (Augmentation) \$13,701

P2 Total \$220,153

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2101-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		57,652		57,652		0
12-2101-499900-15051-5999	Special Project Holding Acct : Academic Affairs Off	57,652		57,652		0	
	2101 - BSI 15-Prog/Curr Plan & Dev	57,652	57,652	57,652	57,652	0	0
12-2102-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		7,000		7,000		0
12-2102-499900-15051-5999	Special Project Holding Acct : SAC Continuing Ed-In	7,000		7,000		0	
	2102 - BSI 15-Student Assessment	7,000	7,000	7,000	7,000	0	0
12-2103-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		38,500		52,201		13,701
12-2103-499900-15051-5999	Special Project Holding Acct : Academic Affairs Off	38,500		52,201		13,701	
	2103 - BSI 15-Advisement/Counseling	38,500	38,500	52,201	52,201	13,701	13,701
12-2104-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		65,800		65,800		0
12-2104-499900-15051-5999	Special Project Holding Acct : Academic Affai	59,975		59,975		0	
12-2104-170200-15635-2420	Inst Assistant - Hourly : Learning Support Ce	902		902		0	
12-2104-170200-15635-3321	Medicare - Instructional : Learning Support C	13		13		0	
12-2104-170200-15635-3331	PARS - Instructional : Learning Support Cente	12		12		0	
12-2104-170200-15635-3431	H & W - Retiree Fund Inst : Learning Support	9		9		0	
12-2104-170200-15635-3611	WCI - Instructional : Learning Support Center	22		22		0	
12-2104-493021-15635-2420	Inst Assistant - Hourly : Learning Support Ce	2,058		2,058		0	
12-2104-493021-15635-3211	PERS - Instructional : Learning Support Cente	68		68		0	
12-2104-493021-15635-3311	OASDHI - Instructional : Learning Support Cen	37		37		0	
12-2104-493021-15635-3321	Medicare - Instructional : Learning Support C	30		30		0	
12-2104-493021-15635-3331	PARS - Instructional : Learning Support Cente	19		19		0	
12-2104-493021-15635-3431	H & W - Retiree Fund Inst : Learning Support	21		21		0	
12-2104-493021-15635-3511	SUI - Instructional : Learning Support Center	1		1		0	
12-2104-493021-15635-3611	WCI - Instructional : Learning Support Center	49		49		0	

5.1 (3)

SPECIAL PROJECT DETAILED BUDGET #2101, #2102, #2103, #2104, #2105 and #2106
NAME: BASIC SKILLS INITIATIVE 14/15 - SANTA ANA COLLEGE (Credit)
FISCAL YEAR: 2014/2015 and 2015/2016

CONTRACT PERIOD: 7/1/2014 - 6/30/2016

PRJ. ADMIN. TBD

CONTRACT AWARD:

PRJ. DIR. Mary Huebsch

FY 2014-15 Adv. Apportionment \$253,194

Date: 07/08/2015

Recalculation (x 0.11111 factor) \$28,132

Prime Sponsor: California Community Colleges Chancellor's Office

Total Allocation \$281,326

Fiscal Agent: Rancho Santiago CCD

P1 Apportionment (Adj.) (\$74,874)

Prime Award/Subaward #: N/A

P1 Total \$206,452

P2 Apportionment (Augmentation) \$13,701

P2 Total \$220,153

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2104-170200-19300-2420	Inst Assistant - Hourly : EOPS	1,466		1,466		0	
12-2104-170200-19300-3211	PERS - Instructional : EOPS	84		84		0	
12-2104-170200-19300-3311	OASDHI - Instructional : EOPS	45		45		0	
12-2104-170200-19300-3321	Medicare - Instructional : EOPS	21		21		0	
12-2104-170200-19300-3331	PARS - Instructional : EOPS	10		10		0	
12-2104-170200-19300-3431	H & W - Retiree Fund Inst : EOPS	15		15		0	
12-2104-170200-19300-3511	SUI - Instructional : EOPS	1		1		0	
12-2104-170200-19300-3611	WCI - Instructional : EOPS	35		35		0	
12-2104-493084-19300-2420	Inst Assistant - Hourly : EOPS	740		740		0	
12-2104-493084-19300-3211	PERS - Instructional : EOPS	85		85		0	
12-2104-493084-19300-3311	OASDHI - Instructional : EOPS	46		46		0	
12-2104-493084-19300-3321	Medicare - Instructional : EOPS	11		11		0	
12-2104-493084-19300-3431	H & W - Retiree Fund Inst : EOPS	7		7		0	
12-2104-493084-19300-3611	WCI - Instructional : EOPS	18		18		0	
	2104 - BSI 15-Suppl Instr & Tutoring	65,800	65,800	65,800	65,800	0	0
12-2105-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		20,500		20,500		0
12-2105-499900-15051-5999	Special Project Holding Acct : Academic Affairs Off	20,500		20,500		0	
	2105 - BSI 15-Coordination/Research	20,500	20,500	20,500	20,500	0	0
12-2106-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		17,000		17,000		0
12-2106-499900-15051-5999	Special Project Holding Acct : Academic Affairs Off	17,000		17,000		0	
	2106 - BSI 15-Staff Development	17,000	17,000	17,000	17,000	0	0
	TOTAL - Basic Skills Initiative -2014/15 (SAC)	206,452	206,452	220,153	220,153	13,701	13,701

5.1 (4)

SPECIAL PROJECT DETAILED BUDGET #2101, #2102, #2103, #2104, #2105 and #2106
NAME: BASIC SKILLS INITIATIVE 14/15 - SANTA ANA COLLEGE (Non-Credit)
FISCAL YEAR: 2014/2015 and 2015/2016

CONTRACT PERIOD: 7/1/2014 - 6/30/2016

PRJ. ADMIN. James Kennedy

CONTRACT INCOME:

PRJ. DIR. Sergio Sotelo

FY 2014-15 Adv. Apportionment \$379,790

Date: 07/08/2015

Recalculation (x 0.11111 factor) \$42,199

Prime Sponsor: Caifornia Community Colleges Chancellor's Office

Total Allocation \$421,989

Fiscal Agent: Rancho Santiago CCD

P1 Apportionment (Adj.) **(\$112,311)**

Prime Award/Subaward #: N/A

P1 Total \$309,678

P2 Apportionment (Augmentation) \$20,551

P2 Total \$330,229

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2101-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		59,207		64,207		5,000
12-2101-499900-18200-5999	Special Project Holding Acct : SAC Continuing Ed-In	59,207		64,207		5,000	
	2101 - BSI 15-Prog/Curr Plan & Dev	59,207	59,207	64,207	64,207	5,000	5,000
12-2102-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		4,500		9,500		5,000
12-2102-499900-18200-5999	Special Project Holding Acct : SAC Continuing Ed-In	4,500		9,500		5,000	
	2102 - BSI 15-Student Assessment	4,500	4,500	9,500	9,500	5,000	5,000
12-2103-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		81,432		81,432		0
12-2103-499900-18200-5999	Special Project Holding Acct : SAC Continuing Ed-In	81,432		81,432		0	
	2103 - BSI 15-Advisement/Counseling	81,432	81,432	81,432	81,432	0	0
12-2104-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		62,000		62,000		0
12-2104-499900-18200-5999	Special Project Holding Acct : SAC Continuing Ed-In	62,000		62,000		0	
	2104 - BSI 15-Suppl Instr & Tutoring	62,000	62,000	62,000	62,000	0	0
12-2105-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		73,000		73,000		0
12-2105-499900-18200-5999	Special Project Holding Acct : SAC Continuing Ed-In	73,000		73,000		0	
	2105 - BSI 15-Coordination/Research	73,000	73,000	73,000	73,000	0	0
12-2106-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		29,539		40,090		10,551
12-2106-499900-18200-5999	Special Project Holding Acct : SAC Continuing Ed-In	29,539		40,090		10,551	
	2106 - BSI 15-Staff Development	29,539	29,539	40,090	40,090	10,551	10,551
	TOTAL - Basic Skills Initiative -2014/15 (CEC)	309,678	309,678	330,229	330,229	20,551	20,551

5.1 (5)

SPECIAL PROJECT DETAILED BUDGET #2101, #2102, #2103, #2104, and #2106
NAME: BASIC SKILLS INITIATIVE 14/15 - SANTIAGO CANYON COLLEGE
FISCAL YEAR: 2014/2015 and 2015/2016

CONTRACT PERIOD: 7/1/2014 - 6/30/2016

PRJ. ADMIN. Aracely Mora

CONTRACT INCOME:

PRJ. DIR. Marilyn Flores

FY 2014-15 Adv. Apportionment \$144,365
 Recalculation (x 0.11111 factor) \$16,040
Total Allocation **\$160,405**
 P1 Apportionment (Augmentation) \$15,395
P1 Total **\$175,800**
 P2 Apportionment (Augmentation) \$2,039
P2 Total **\$177,839**

Prime Sponsor: California Community Colleges Chancellor's Office

Date: 07/08/2015

Fiscal Agent: Rancho Santiago CCD

Prime Award/Subaward #: N/A

5.1 (6)

GL Account String	Description	Existing Budget		Revised Budget		Budget Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2101-000000-20000-8629	Other Gen Categorical Apport : Santiago Canyon Coll		86,205		86,205		0
12-2101-499900-25051-5999	Special Project Holding Acct : Academic Affairs Off	86,205		86,205		0	
	2101 - BSI 15-Prog/Curr Plan & Dev	86,205	86,205	86,205	86,205	0	0
12-2102-000000-20000-8629	Other Gen Categorical Apport : Santiago Canyon Coll		1,000		1,000		0
12-2102-499900-25051-5999	Special Project Holding Acct : Academic Affairs Off	1,000		1,000		0	
	2102 - BSI 15-Student Assessment	1,000	1,000	1,000	1,000	0	0
12-2103-000000-20000-8629	Other Gen Categorical Apport : Santiago Canyon Coll		25,200		25,200		0
12-2103-499900-25051-5999	Special Project Holding Acct : Academic Affairs Off	25,200		25,200		0	
	2103 - BSI 15-Advisement/Counseling	25,200	25,200	25,200	25,200	0	0
12-2104-000000-20000-8629	Other Gen Categorical Apport : Santiago Canyon Coll		45,000		47,039		2,039
12-2104-499900-25051-5999	Special Project Holding Acct : Academic Affairs Off	45,000		47,039		2,039	
	2104 - BSI 15-Suppl Instr & Tutoring	45,000	45,000	47,039	47,039	2,039	2,039
12-2106-000000-20000-8629	Other Gen Categorical Apport : Santiago Canyon Coll		18,395		18,395		0
12-2106-499900-25051-5999	Special Project Holding Acct : Academic Affairs Off	18,395		18,395		0	
	2106 - BSI 15-Staff Development	18,395	18,395	18,395	18,395	0	0
	TOTAL - Basic Skills Initiative -2014/15 (SCC)	175,800	175,800	177,839	177,839	2,039	2,039

SPECIAL PROJECT DETAILED BUDGET # 2xxx

NAME: Child Development Services – Quality Rating and Improvement System (QRIS) Block Grant I (District)

FISCAL YEARS 2014/2015 - 2015/2016

CONTRACT PERIOD: 7/1/14 - 12/31/2015

PROJ ADM: Enrique Perez

CONTRACT AMOUNT: \$174,600

PROJ DIR: Janneth Linnell

PRIME SPONSOR: California Department of Education

DATE: July 9, 2015

FISCAL AGENT: Orange County Superintendent of Schools/Orange County Department of Education

PRIME AWARD #:

SUB-AWARD #: 41645

GL Account String	Description	New Budget	
		Debit	Credit
33-2xxx-000000-50000-8699	Other Misc State Revenue : District Operations		174,600
33-2xxx-692000-53321-1470	Part-Time Child Dev Teachers : CDC Administration PLC: teachers at \$35/hr. x 1,107 hrs.	38,745	
33-2xxx-692000-53321-2320	Classified Employees - Hourly : CDC Administration PLC: Child Dvlp Interns III @ \$11/hr. x 1,721 hrs. QI: Child Dvlp Interns III @ \$11/hr. x 1,712 hrs.	37,763	
33-2xxx-692000-53321-2340	Student Assistants - Hourly : CDC Administration PLC: Student Asst. VI @ \$13.25/hr. x 1,467 hrs. QI: Student Asst. VI @ \$13.25/hr. x 1,460 hrs.	38,779	
33-2xxx-692000-53321-3115	STRS - Non-Instructional : CDC Administration	4,157	
33-2xxx-692000-53321-3325	Medicare - Non-Instructional : CDC Administration	1,109	
33-2xxx-692000-53321-3335	PARS - Non-Instructional : CDC Administration	491	
33-2xxx-692000-53321-3435	H & W - Retiree Fund Non-Inst : CDC Administration	1,153	
33-2xxx-692000-53321-3515	SUI - Non-Instructional : CDC Administration	38	
33-2xxx-692000-53321-3615	WCI - Non-Instructional : CDC Administration	2,765	
33-2xxx-692000-53321-4210	Books, Mags & Ref Mat, Non-Lib : CDC Administration	5,600	
33-2xxx-692000-53321-4310	Instructional Supplies : CDC Administration	31,500	
33-2xxx-692000-53321-4610	Non-Instructional Supplies : CDC Administration	2,500	
33-2xxx-692000-53321-5100	Contracted Services : CDC Administration - Quality Start OC	10,000	
	Total 2xxx - QRIS Block Grant I	174,600	174,600

SPECIAL PROJECT DETAILED BUDGET # 2450
NAME: Santa Ana Middle College High School
FISCAL YEAR: 2014/2015 & 2015/16

CONTRACT PERIOD: 7/1/14 to 6/30/16
 CONTRACT INCOME: \$99,000 - Funding FY 2014/15
\$99,000 - Amendment 1
\$198,000 - TOTAL

PROJ. ADM. Sara Lundquist
 PROJ. DIR. Kathy Apps
 DATE: 07/09/15
Prime Sponsor: CCC Chancellor's Office
Grant No.: 14-110-011

GL Account	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2450-000000-10000-8659	Other Reimb Categorical All		99,000		198,000		99,000
12-2450-100600-15565-2350	Overtime - Classified Emplo	1,000		1,500		500	
12-2450-100600-15565-3315	OASDHI - Non-Instructional	62		93		31	
12-2450-100600-15565-3325	Medicare - Non-Instructiona	15		22		7	
12-2450-100600-15565-3435	H & W - Retiree Fund Non-In	10		15		5	
12-2450-100600-15565-3515	SUI - Non-Instructional : P	1		1		-	-
12-2450-100600-15565-3615	WCI - Non-Instructional : P	24		36		12	
12-2450-490100-19100-4310	Instructional Supplies : St	29,897		29,897		-	-
12-2450-631000-15310-1430	Part-Time Counselors : Coun	30,384		30,384		-	-
12-2450-631000-15310-1435	Int/Sum - Counselors,Part-T	7,233		7,233		-	-
12-2450-631000-15310-3115	STRS - Non-Instructional :	3,341		3,341		-	-
12-2450-631000-15310-3325	Medicare - Non-Instructiona	545		545		-	-
12-2450-631000-15310-3435	H & W - Retiree Fund Non-In	376		376		-	-
12-2450-631000-15310-3515	SUI - Non-Instructional : C	19		19		-	-
12-2450-631000-15310-3615	WCI - Non-Instructional : C	903		903		-	-
12-2450-649000-19100-4610	Non-Instructional Supplies	-		11,250		11,250	
12-2450-649000-19100-5100	Contracted Services	-		45,000		45,000	
12-2450-649000-19100-5300	Inst Dues & Memberships : S	4,000		4,000		-	-
12-2450-649000-19100-5880	Internet Services : Student	3,000		3,000		-	-
12-2450-649000-19100-5940	Reproduction/Printing Exp.	-		11,250		11,250	
12-2450-649000-19100-5966	Transportation - Student :	6,800		6,800		-	-
12-2450-653000-17200-2350	Overtime - Classified Emplo	500		-			500
12-2450-653000-17200-3315	OASDHI - Non-Instructional	31		-			31
12-2450-653000-17200-3325	Medicare - Non-Instructiona	7		-			7
12-2450-653000-17200-3435	H & W - Retiree Fund Non-In	5		-			5

5.1 (8)

SPECIAL PROJECT DETAILED BUDGET # 2450
NAME: Santa Ana Middle College High School
FISCAL YEAR: 2014/2015 & 2015/16

CONTRACT PERIOD: 7/1/14 to 6/30/16
 CONTRACT INCOME: \$99,000 - Funding FY 2014/15
\$99,000 - Amendment 1
\$198,000 - TOTAL

PROJ. ADM. Sara Lundquist
 PROJ. DIR. Kathy Apps
 DATE: 07/09/15
Prime Sponsor: CCC Chancellor's Office
Grant No.: 14-110-011

GL Account	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2450-653000-17200-3615	WCI - Non-Instructional : C	12		-			12
12-2450-675000-19100-5210	Conference Expenses : Stude	7,028		29,528		22,500	
12-2450-679000-17100-5999	Special Project Holding Account	-		9,000		9,000	
12-2450-679000-10000-5865	Indirect Costs : Santa Ana	3,807		3,807		-	-
Totals for PROJECT: 2450	Santa Ana Middle College	99,000	99,000	198,000	198,000	99,555	99,555

5.1 (9)

SPECIAL PROJECT DETAILED BUDGET #1321
NAME: SBA/CSUF 2014 One-Time Funds - Small Business Development Center (District)
FISCAL YEARS 2014/2015 AND 2015/2016

Contract Period: 01/01/2015 - 12/31/2015

Contract Amount: \$36,369.66

CFDA #: 59.037

Prime Sponsor: U.S. Small Business Administration

Fiscal Agent: CSU Fullerton Auxiliary Services Corporation

Prime Award #: TBD

Sub-Award #: TBD

PROJ ADM: Enrique Perez

PROJ DIR: Leila Mozaffari

Date: 6/30/2015

GL Account String	Description	New Budget	
		Debit	Credit
12-1321-000000-50000-8199	Other Federal Revenues : District Operations		36,370
12-1321-672000-50000-5865	Indirect Costs : District Operations @ 4%	1,399	
12-1321-675000-53410-5210	Conference Expenses : Small Business Dev Ctr Office	15,011	
12-1321-684000-53410-2320	Classified Employees - Hourly : Small Business Dev Business Experts @ \$45/hr. x 361 hours	16,245	
12-1321-684000-53410-3215	PERS - Non-Instructional : Small Business Dev Ctr O	1,912	
12-1321-684000-53410-3315	OASDHI - Non-Instructional : Small Business Dev Ctr	1,007	
12-1321-684000-53410-3325	Medicare - Non-Instructional : Small Business Dev C	236	
12-1321-684000-53410-3435	H & W - Retiree Fund Non-Inst : Small Business Dev	162	
12-1321-684000-53410-3515	SUI - Non-Instructional : Small Business Dev Ctr Of	8	
12-1321-684000-53410-3615	WCI - Non-Instructional : Small Business Dev Ctr Of	390	
	Total #1321 - SBA/CSUF 2014 One-Time Funds SBDC	36,370	36,370

SPECIAL PROJECT DETAILED BUDGET # 1254

NAME: CAMP II (College Assistance Migrant Program) - Santiago Canyon College (Yr. 4)

FISCAL YEAR: 2015/16

CONTRACT PERIOD: 07/01/15 - 06/30/16
 CONTRACT INCOME: \$425,000

PROJ. ADM. John Hernandez
 PROJ. DIR. Deisy Covarrubias

Prime Sponsor: US Dept. of Education

Date: 07/02/15

Fiscal Agent: Rancho Santiago CCD

CFDA #: 84.149A; Award # S149A120017

GL Accounts	Description	Debit	Credit
12-1254-000000-20000-8199	Other Federal Revenues : Santiago Canyon Coll	-	425,000
12-1254-493010-29325-1315	Int/Sum-Instructors,Part-Time : Counseling	3,236	-
12-1254-493010-29325-3111	STRS - Instructional : Counseling	313	-
12-1254-493010-29325-3321	Medicare - Instructional : Counseling	47	-
12-1254-493010-29325-3431	H & W - Retiree Fund Inst : Counseling	32	-
12-1254-493010-29325-3511	SUI - Instructional : Counseling	2	-
12-1254-493010-29325-3611	WCI - Instructional : Counseling	78	-
12-1254-631000-29325-1430	Part-Time Counselors : Counseling	32,598	-
12-1254-631000-29325-1435	Int/Sum - Counselors,Part-Time : Counseling	3,668	-
12-1254-631000-29325-3325	Medicare - Non-Instructional : Counseling	526	-
12-1254-631000-29325-3335	PARS - Non-Instructional : Counseling	471	-
12-1254-631000-29325-3435	H & W - Retiree Fund Non-Inst : Counseling	363	-
12-1254-631000-29325-3515	SUI - Non-Instructional : Counseling	18	-
12-1254-631000-29325-3615	WCI - Non-Instructional : Counseling	870	-
12-1254-649000-29905-2110	Classified Management : Student Development	92,155	-
12-1254-649000-29905-2130	Classified Employees : Student Development	49,173	-
12-1254-649000-29905-2310	Classified Employees - Ongoing : Student Deve	20,404	-
12-1254-649000-29905-3215	PERS - Non-Instructional : Student Developmen	16,473	-
12-1254-649000-29905-3315	OASDHI - Non-Instructional : Student Developm	9,051	-
12-1254-649000-29905-3325	Medicare - Non-Instructional : Student Develo	2,413	-
12-1254-649000-29905-3335	PARS - Non-Instructional : Student Developmen	265	-
12-1254-649000-29905-3415	H & W - Non-Instructional : Student Developme	30,874	-
12-1254-649000-29905-3435	H & W - Retiree Fund Non-Inst : Student Devel	1,664	-
12-1254-649000-29905-3515	SUI - Non-Instructional : Student Development	83	-
12-1254-649000-29905-3615	WCI - Non-Instructional : Student Development	3,993	-
12-1254-649000-29905-3915	Other Benefits - Non-Instruct : Student Devel	4,662	-
12-1254-649000-29905-4310	Instructional Supplies : Student Development	3,000	-
12-1254-649000-29905-4610	Non-Instructional Supplies : Student Developm - Office supplies - Recruitment supplies	5,500	-

SPECIAL PROJECT DETAILED BUDGET # 1254

NAME: CAMP II (College Assistance Migrant Program) - Santiago Canyon College (Yr. 4)

FISCAL YEAR: 2015/16

CONTRACT PERIOD: 07/01/15 - 06/30/16
 CONTRACT INCOME: \$425,000

PROJ. ADM. John Hernandez
 PROJ. DIR. Deisy Covarrubias

Prime Sponsor: US Dept. of Education

Date: 07/02/15

Fiscal Agent: Rancho Santiago CCD

CFDA #: 84.149A; Award # S149A120017

GL Accounts	Description	Debit	Credit
12-1254-649000-29905-4710	Food and Food Service Supplies : Student Deve - End of year banquet - Food for CAMP Planning Summer Bridge - Parent Orientation - MaPa Parent Group	19,500	-
12-1254-649000-29905-5100	Contracted Services : Student Development - Project Evaluator	3,000	-
12-1254-649000-29905-5220	Mileage/Parking Expenses : Student Developmen	2,000	-
12-1254-649000-29905-5300	Inst Dues & Memberships : Student Development	1,200	-
12-1254-649000-29905-5905	Other Participant Travel Exp : Student Develo - Statewide Leadership	5,455	-
12-1254-649000-29905-5925	Postage : Student Development	200	-
12-1254-649000-29905-5940	Reproduction/Printing Expenses : Student Deve	1,500	-
12-1254-649000-29905-5966	Transportation - Student : Student Developmen	8,500	-
12-1254-649000-29905-6412	Equipment - Fed Program >\$1,000 < \$5,000 - Computer & Camera	2,975	-
12-1254-675000-29905-5210	Conference Expenses : Student Development - Conferences - Staff Professional Development	16,840	-
12-1254-679000-20000-5865	Indirect Costs : Santiago Canyon College	29,411	-
12-1254-732000-29905-7610	Books Paid for Students : Student Development - Book vouchers (\$325/voucher x 43 students x 2 ses)	27,950	-
12-1254-732000-29905-7630	Supplies Paid for Students : Student Developm - CAMP Planning Summer Bridge	3,000	-
12-1254-732000-29905-7650	Stipends Paid to Students : Student Developme - Student interships (\$10.75/hr x 130 hrs x 10 students)	13,975	-
12-1254-732000-29905-7670	Other Exp Paid for Students : Student Develop - Cultural Activities	7,562	-
Total Project 1254 CAMP II - SCC Yr 4		425,000	425,000

SPECIAL PROJECT DETAILED BUDGET #2470

NAME: Mathematics, Engineering, Science Achievement (MESA) - SANTA ANA COLLEGE

FISCAL YEAR 2015/2016

CONTRACT PERIOD: 07/01/2015 - 06/30/2016

CONTRACT AWARD: \$50,500

Prime Award #: 15-109-024

Sub-Award #: N/A

CFDA #: N/A

Prime Sponsor: California Community Colleges Chancellor's Office

Fiscal Agent: Rancho Santiago CCD

PROJ ADM: Micki Bryant

PROJ DIR: Catherine Shaffer

Date: 07/08/2015

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
11_0000_000004_10000_1110	Contract Instructor : SAC		81,682		81,682		0
11_0000_000004_10000_2130	Classified Employees : SAC		36,982		36,982		0
11_0000_000004_10000_3415	H & W - Non-Instructional : SAC		67,463		67,463		0
11_2470_633000_15340_1250	Contract Coordinator : MESA Catherine Shaffer, MESA Director @ 75%	81,682		81,682		0	
11_2470_633000_15340_2130	Classified Employees : MESA Suzanne Lohmann, Student Services Coordinator @ 50%	36,982		36,982		0	
11_2470_633000_15340_3115	STRS - Non-Instructional : MESA	8,764		8,764		0	
11_2470_633000_15340_3215	PERS - Non-Instructional : MESA	8,762		8,762		0	
11_2470_633000_15340_3315	OASDHI - Non-Instructional : MESA	4,669		4,669		0	
11_2470_633000_15340_3325	Medicare - Non-Instructional : MESA	2,290		2,290		0	
11_2470_633000_15340_3415	H & W - Non-Instructional : MESA	35,242		35,242		0	
11_2470_633000_15340_3435	H & W - Retiree Fund Non-Inst : MESA	1,579		1,579		0	
11_2470_633000_15340_3515	SUI - Non-Instructional : MESA	79		79		0	
11_2470_633000_15340_3615	WCI - Non-Instructional : MESA	3,790		3,790		0	
11_2470_633000_15340_3915	Other Benefits - Non-Instruct : MESA	2,288		2,288		0	
	Total #2470 MESA (Match)	186,127	186,127	186,127	186,127	0	0

The match requirement is 1:1. The actual match contribution is \$186,127 consisting of Catherine Shaffer at \$81,682 (75%), MESA Director; Suzanne Lohmann at \$36,982 (50%), MESA Student Services Coordinator; and benefits for both at \$67,463 (100%). All benefits for these full-time positions are unallowable costs to the grant.

SPECIAL PROJECT DETAILED BUDGET #2470

NAME: Mathematics, Engineering, Science Achievement (MESA) - SANTA ANA COLLEGE

FISCAL YEAR 2015/2016

CONTRACT PERIOD: 07/01/2015 - 06/30/2016

CONTRACT AWARD: \$50,500

Prime Award #: 15-109-024

Sub-Award #: N/A

CFDA #: N/A

Prime Sponsor: California Community Colleges Chancellor's Office

Fiscal Agent: Rancho Santiago CCD

PROJ ADM: Micki Bryant

PROJ DIR: Catherine Shaffer

Date: 07/08/2015

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12_2470_000000_10000_8659	Other Reimb Categorical Allow : Santa Ana Col		50,500		50,500		0
12_2470_679000_10000_5865	Indirect Costs : Santa Ana College (4%)	1,942		1,942		0	
12_2470_633000_15340_2130	Classified Employees : MESA Suzanne Lohmann, Student Services Coordinator @ 50%	36,982		36,982		0	
12_2470_633000_15340_4210	Books, Mags & Ref Mat, Non-Lib : MESA	1,000		500			500
12_2470_633000_15340_4610	Non-Instructional Supplies : MESA	1,926		1,589			337
12_2470_633000_15340_4710	Food and Food Service Supplies : MESA	2,613		1,982			631
12_2470_633000_15340_5300	Inst Dues & Memberships : MESA	200		200		0	
12_2470_633000_15340_5805	Awards & Incentives : MESA	446		225			221
12_2470_633000_15340_5905	Other Participant Travel Exp : MESA	2,917		3,065		148	
12_2470_675000_15340_5210	Conference Expenses : MESA	2,474		4,015		1,541	
	Total #2470 MESA (Funded)	50,500	50,500	50,500	50,500	1,689	1,689

5.1 (14)

SPECIAL PROJECT BUDGET #2560

Name: Technical Assistance Provider - Career Pathways Design (TAP CPD)

Fiscal Year: 2015/2016

TERM: 7/23/15 - 6/30/17

Amount: \$950,000

Grant No.: 14-189

PROJ ADM: Enrique Perez

PROJ DIR: Enrique Perez

Account String	Description	Debit	Credit
12-2560-000000-50000-8659	Other Reimb Categorical Allow: District Oper		950,000
12-2560-619000-53305-5100	Contracted Services: WESTED will operate components of the project and hire the key talent approved by the Chancellor's Office.	913,462	
	Total Direct Costs	913,462	
12-2560-672000-50000-5865	Indirect Costs 4%	36,538	
	Total Project Costs	950,000	950,000

SPECIAL PROJECT DETAILED BUDGET # 2450
NAME: Santa Ana Middle College High School
FISCAL YEAR: 2015/16

CONTRACT PERIOD: 7/1/15 to 6/30/16
 CONTRACT INCOME: \$99,000 - Funding FY 2015/16

PROJ. ADM. Sara Lundquist
 PROJ. DIR. Kathy Apps
 DATE: 07/09/15

Prime Sponsor: CCC Chancellor's Office
Grant No.: 14-110-016

GL Account	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2450-000000-10000-8659	Other Reimb Categorical All		99,000		99,000	-	-
12-2450-100600-15565-2350	Overtime - Classified Emplo	1,000		762			238
12-2450-100600-15565-3315	OASDHI - Non-Instructional	62		47			15
12-2450-100600-15565-3325	Medicare - Non-Instructiona	15		11			4
12-2450-100600-15565-3435	H & W - Retiree Fund Non-In	10		8			2
12-2450-100600-15565-3515	SUI - Non-Instructional : P	1		1		-	-
12-2450-100600-15565-3615	WCI - Non-Instructional : P	24		18			6
12-2450-490100-19100-4310	Instructional Supplies : St	29,897		20,000			9,897
12-2450-631000-15310-1430	Part-Time Counselors : Coun	30,384		40,000		9,616	
12-2450-631000-15310-1435	Int/Sum - Counselors,Part-T	7,233		14,540		7,307	
12-2450-631000-15310-3115	STRS - Non-Instructional :	3,341		5,853		2,512	
12-2450-631000-15310-3325	Medicare - Non-Instructiona	545		791		246	
12-2450-631000-15310-3435	H & W - Retiree Fund Non-In	376		545		169	
12-2450-631000-15310-3515	SUI - Non-Instructional : C	19		27		8	
12-2450-631000-15310-3615	WCI - Non-Instructional : C	903		1,309		406	
12-2450-649000-19100-5300	Inst Dues & Memberships : S	4,000		4,000		-	-
12-2450-649000-19100-5880	Internet Services : Student	3,000		-			3,000
12-2450-649000-19100-5966	Transportation - Student :	6,800		3,700			3,100
12-2450-653000-17200-2350	Overtime - Classified Emplo	500		523		23	
12-2450-653000-17200-3315	OASDHI - Non-Instructional	31		32		1	
12-2450-653000-17200-3325	Medicare - Non-Instructiona	7		8		1	
12-2450-653000-17200-3435	H & W - Retiree Fund Non-In	5		5		-	-
12-2450-653000-17200-3615	WCI - Non-Instructional : C	12		13		1	
12-2450-675000-19100-5210	Conference Expenses : Stude	7,028		3,000			4,028
12-2450-679000-10000-5865	Indirect Costs : Santa Ana	3,807		3,807		-	-
Totals for PROJECT: 2450	Santa Ana Middle College	99,000	99,000	99,000	99,000	20,290	20,290

5.1 (16)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: July 20, 2015
Re: Approval of Sub-Agreement between RSCCD and South Orange County Community College District on behalf of Saddleback Community College	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District was awarded the Global Trade & Logistics Deputy Sector Navigator grant (#14-157-008) from the California Community Colleges Chancellor's Office Division of Workforce & Economic Development. The grant consists of two funding streams that include Deputy Sector Navigator funds (SB 1402 \$200,000) and In-Region Investment funds (SB 1070 \$100,000). The In-Region Investment funds will be used to assist regional economic and workforce development centers and consortia to improve career-technical education pathways between high schools and community colleges by: increasing the readiness of middle school and high school students for- and access to- postsecondary education; increasing student success in postsecondary education and training; and increasing careers in high-need, high-growth, Global Trade and Logistics sector.

ANALYSIS

The Rancho Santiago Community College District will be collaborating with the South Orange County Community College District to expand the Global Trade & Logistics sector by working with education partners to increase regional capacity in global trade and logistics education, faculty curriculum development, and training on curriculum models. The agreement's performance period is from August 15, 2015 to December 15, 2015 and includes the following:

<u>Sub-Grantee</u>	<u>Contract No.</u>	<u>Amount</u>
South Orange CCD	DO-16-2321-01	\$4,868

The project administrator is Enrique Perez and project director is Lynn Stewart.

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 a related contractual agreement on behalf of the district.

Fiscal Impact: \$4,868.00	Board Date: July 20, 2015
Prepared by: Huong Nguyen, Resource Development Coordinator	
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
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “**Agreement**”) is entered into this 20th day of July 2015, between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and South Orange County Community College District on behalf of *Saddleback Community College* (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, **RSCCD** was awarded a “Global Trade & Logistics” grant, (hereinafter “**Grant**”), #14-157-008, from the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division, to disseminate funds to community colleges for them to implement the “Global Trade & Logistics” program (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; and

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

1. Statement of Work

SUBCONTRACTOR agrees to implement the “*Infusing CTE Curriculum with Global Business Content: Curriculum Needs Research and Professional Development*” project (refer to **Exhibit A**). **SUBCONTRACTOR** agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. Period of Performance

The period of performance for this Agreement shall be from August 15, 2015 through December 15, 2015.

3. Total Cost

The total cost to **RSCCD** for performance of this Agreement shall not exceed \$4,868.00 USD.

4. Payment

Fifty percent (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 of a final invoice requesting payment, and the project director's certification of the final report. 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:

**Rancho Santiago Community College District
Center for International Trade Development (CITD)
ATTN: Lynn Stewart, Global Trade and Logistics Deputy Sector Navigator
2323 North Broadway, Suite 328
Santa Ana, CA 92706**

5. Reporting

SUBCONTRACTOR will provide a progress narrative report due on October 15, 2015 highlighting progress on objectives included in the project and a final narrative report at the stated completion date. **SUBCONTRACTOR** is responsible for completion and submission of all narrative reports related to this Agreement to **Lynn Stewart, Deputy Sector Navigator via email at Stewart_Lynn@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. 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 all of the funds allocated through this Agreement within the timeframe of the Agreement. Under this Agreement, **SUBCONTRACTOR** will only be reimbursed for expenses that are incurred prior to **December 15, 2015**.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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:

**Rancho Santiago Community College District
Center for International Trade Development (CITD)
Lynn Stewart, Deputy Sector Navigator
2323 North Broadway, Suite 328
Santa Ana, CA 92706
(714) 564-5415
Stewart_Lynn@rsccd.edu**

**Saddleback College (Subcontractor)
Attn: Barbara Cox, Ph.D.
Faculty and Chair, Business Department
28000 Marguerite Parkway
Mission Viejo, CA 92692
(949) 582-4818
bcox@saddleback.edu**

ARTICLE II

1. Legal Terms and Conditions

This project will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 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.

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

SUBCONTRACTOR – *South Orange County Community College District*

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

Employer/Taxpayer Identification Number (EIN)

Board Approval Date: July 20, 2015



ORANGE COUNTY
CENTER FOR INTERNATIONAL
TRADE DEVELOPMENT



Deputy Sector Navigator for Global Trade & Logistics

Infusing CTE Curriculum with Global Business Content: Curriculum Needs Research and Professional Development

PART ONE

Proposed by

Saddleback College

Division of Economic & Workforce Development and Business Science

Business Department

Contents

Abstract

Primary contacts

Narrative addressing project objectives

Schedule Timeline of work and expected outcomes. (Exhibit A-Workplan)

Budget (Exhibit B-Mini Grant Budget)

Abstract

Infusing CTE Curriculum with Global Business Content

The main outcomes of this two part project will be (a) the provision of Global Trade and Logistics (GTL) education among CTE faculty leadership and (b) the planning of GTL instruction by that faculty for inclusion in CTE programs.

Part One of the project, described herein, will begin with detailed facilitated curricular inquiries of CTE faculty leaders to identify current status, content, and mode of delivery of GTL education in CTE programs, along with needs and plans. The deliverable report will include the inquiry instrument as well as narrative findings and the plan for the next steps.

The information developed in Part One will support the work in Part Two. In this second part, described in a separate proposal, CTE faculty leadership will participate in a GTL workshop intended to provide critical GTL education elements and guide the development of GTL content specifically pertinent to each participant's CTE industry. The workshop will be video recorded and edited for sharing with other CTE programs, here and at other community colleges.

Contact Persons

John Jaramillo
Dean
Division of EWD & Business Science
jjaramillo@saddleback.edu

Barbara Cox, Ph.D.
Faculty and Chair, Business Department
Division of EWD & Business Science
bcox@saddleback.edu

Mira Manchik
Senior Administrative Assistant
Division of EWD & Business Science
mmanchik@saddleback.edu

Project Part One Narrative

Infusing CTE curriculum with global business content.

The business department needs to develop its knowledge of what global business content our CTE programs already incorporate into their courses, if any. The work described in this proposal is intended to start the conversation by conducting facilitated curricular inquiries of our CTE program/faculty leaders. These inquiries will yield a useful picture of (a) what they (CTE programs) do now; and (b) what they might think would be appropriate to incorporate into their courses. This also establishes the foundational relationship upon which to build Part Two of the project: a CTE/Global Business conversation, development, project, etc., in this case, a workshop led by business faculty and a Global Trade and Logistics (GTL) education consultant to help CTE program faculty develop GTL content for their courses. (See a and b, below.)

1. The starting point step requires development of the GTL curriculum research inquiry framework and questions appropriate for this purpose, along with descriptions of various content options for CTE faculty to address.

The inquiries will be conducted in summer and early fall of 2015. The results will not only inform our next steps at Saddleback College, but should also be useful for other community colleges that are addressing similar questions and issues. The report will include the inquiry instrument as well as narrative findings and the plan for the next steps, described below.

PART TWO (a separate project)

- a. The deliverable from this part (one) of the project will be used in Part Two as follows: Based upon the results of the inquiries, 4 to 6 CTE program leaders will participate in a workshop dedicated to integrating Global Trade and Logistics into existing target courses. Participants will draft a module of approximately 2 – 3 hours of instruction related to Global Trade and Logistics in their industries.
- b. Also, as part of Part Two, the workshop will be video recorded and edited for sharing with other CTE programs, here and at other community colleges.

Institution Responsible: Saddleback College
 Project Performance Period: 06/01/2015 to 12/15/2015

WORKPLAN

Name of Project Infusing CTE curriculum with global business content.
 Common Metrics (i.e. LI and/or MP) LI1, LI6, LI7. _____

Objective 1: Description of Objective Identify current status, content, if any, of GTL education in CTE programs, along with needs and plans.			
Description of Activities	Measurable Outcomes	Timeline (Month/Year)	Responsible Person
Inquiry Development, Fielding, and Data Collection	Inquiry protocol. Data collection. Report.	August 15 to December 11, 2015	Barbara Cox

District: SOCCCD

College: Saddleback College

GLOBAL TRADE & LOGISTICS MINI-GRANT BUDGET

Object of Expenditure	Classification	Funds Requested
1100	Academic Salaries, Instructional, Contract or Regular Status Name/Classification (Days/hours) x (Daily/hourly rate) = \$	
1200	Academic Salaries, Noninstructional, Contract or Regular Status Name/Classification (Days/hours) x (Daily/hourly rate) = \$	\$3,672
1300	Instructional Salaries Other Name/Classification (Days/hours) x (Daily/hourly rate) = \$	
1400	Project Director¹ Name/Classification (Days/hours) x (Daily/hourly rate) = \$	Included in Object 1200 above.
2100	Classified Salaries, Noninstructional (Regular, Full-time) Name/Classification (Days/hours) x (Daily/hourly rate) = \$	
2200	Instructional Aides, Regular Status (Regular, Full-time) Name/Classification (Days/hours) x (Daily/hourly rate) = \$	
2300	Classified Salaries, Noninstructional (Non-Regular, Full-time) Name/Classification (Days/hours) x (Daily/hourly rate) = \$	\$522
2400	Instructional Aides' Salaries (Non-Regular, Full-time) Name/Classification (Days/hours) x (Daily/hourly rate) = \$	
3000	Employee Benefits Name and rate charged (3100-3900): STRS Fund, PERS Fund, Old Age, Survivors, Disability, and Health Insurance (OASDHI), Health and Welfare Benefits, State Unemployment Insurance, Workers' Compensation Insurance, Local/Alternative Retirement Systems, Other Benefits	15% total salaries above = \$629
4000	Supplies and Materials List type and costs Instructional and Noninstructional Supplies and Materials (Supplies and materials are items that are expendable and quickly consumed or easily broken, damaged, or lost.) (i.e., software, book, magazines and periodicals, instructional supplies and materials, noninstructional supplies and materials)	\$45
5000	Other Operating Expenses and Services Audit, Contract Services, Depreciation, Dues and Membership, Election, Insurance, Interest, Legal, Personal and Consultant Services, Postage, Rents and Leases, Repairs and Maintenance, Self-Insurance Claims, Travel and Conference Expenses, Utilities and Housekeeping Services, Other. Subcontractors Name (daily/hourly rate) Identify specific service to be rendered	
6000	Capital Outlay List type and costs 6400 Equipment (i.e., desk, chairs, vehicles, etc.) with a purchase price of at least \$200 and a useful life of more than one year	
7000	Other Outgo (7100-7900): Debt Retirement, Intrafund Transfers-Out, Interfund Transfers-Out, Other Transfers, Student Financial Aid, Other Student Aid, Reserve for Contingencies	
	Total Direct Costs	\$4,868
	Total Indirect Costs (Not to Exceed 4% of Direct Costs)	
	Total Costs	\$4,868

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: July 20, 2015
Re:	Approval of Sub-Agreement between RSCCD and the Coast Community College District on behalf of Coastline Community College	
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 supporting colleges in the region to providing-demand skills training for employers, create career pathways and stackable credential programs, promote student success and get Californians into jobs.

ANALYSIS

This agreement with Coastline Community College will allow them to conduct professional development for ICT/Digital Media instructors, at both the college and partner high schools, to ensure their knowledge and skills are current with industry trends and workforce needs, and will conduct outreach to high school students to engage them in cyber security training and preparation for participation in Cyber Patriot competitions. This project will improve ICT instruction in the region, and increase student interest and learning in ICT programs.

DO-15-2323-03 – Coast Community College District on behalf of Coastline Community College (\$10,000.00)

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 a related contractual agreement on behalf of the district.

Fiscal Impact: \$10,000.00	Board Date: July 20, 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
*Coast Community College District***

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and the *Coast Community College District on behalf of Coastline Community College* (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

1. Statement of Work

Provide Information and Communications Technology/ Digital Media grant (ICT/DM) services within **Orange County Region** (refer to **Exhibit A**). 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.

2. Period of Performance

The period of performance for this Agreement shall be from July 21st 2015 through December 31st 2015.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$10,000.00.

4. Payment

Fifty percent (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 remaining 50% of the award will be paid upon RSCCD’s approval of the final invoice for payment. Invoices referencing the Agreement contract number (refer to footer in this agreement) should be submitted to the following address:

Digital Media Center

ATTN: Marbella Gonzalez (Business Services Coordinator)

1300 S. Bristol Street Santa Ana, CA 92704

Gonzalez_Marbella@rsccd.edu

5. Reporting

SUBCONTRACTOR is responsible for completion and submission of all activity report related to the Information and Communications Technology/ Digital Media Grant to **Marbella Gonzalez at Gonzalez_Marbella @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

Coast Community College District (Subcontractor)
Project Manager: Nancy Jones
Garden Grove Center
12901 Euclid Street
Garden Grove, CA 92840
(714) 241.6209 x17301 /njones@coastline.edu

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

*Coast Community College District
Coastline Community College*

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

Employer/Taxpayer Identification Number (EIN)

Board Approval Date: July 20, 2015

EXHIBIT A

Cyber Patriot Conceptual Project Definition

Coastline Community College agrees to coordinate the Cyber Patriot competition team project. This proposed project has four major elements: 1. Outreach to all high school districts in Orange County, 2. Coach training for high school coaches, 3. Help with the Cyber Patriot Team enrollment costs, and 4. Virtual hosting of a Cyber Security competition. The outreach to the high school districts will begin this summer with meetings with the high school districts in Orange County and then will follow up with meetings with interested high school faculty to help them understand the competitions. The Coaches training will help the high school faculty to be comfortable with the use of the Netlabs environment and Cyber Patriot game playing. The third element deals with negotiating a reduced entrance rate for the Cyber Patriot competition teams, and then to help the participating high schools with their entrance fees. Finally, Coastline will host at least one Cyber Security competition that would be free to all Orange County high school students.

Tentative Budget

\$1,500 stipend for Coastline faculty to work with the high schools

\$1,400 stipend, materials, and lab setups for NetLab/Cyber Patriot coaches training.

\$7,100 Cyber Patriot Team Entrance Fee

Tentative Timeline

July/August Begin contacts with local high school district administrators

September Cyber Patriot Coaches Clinic

Oct-Dec Cyber Patriot Competitions.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: July 20, 2015
Re: Approval of Sub-Agreement between RSCCD and WestEd	
Action: Request for Approval	

BACKGROUND

The Chancellor's Office created the *Technical Assistance Provider – Career Pathways Design (TAP CPD)* grant to establish a statewide Liaison for Career Pathways Design.

The grant requires two Key Talent positions to ensure sufficient coverage of the state. The TAP Key Talent team will be responsible for recommending legislative and regulatory policies and procedures; identifying and disseminating best practices that will improve Career Pathways statewide; and providing leadership, guidance, and technical assistance at the local, regional, and state level in order to expand and improve Career Pathways from middle and high schools to community college programs and promote student success.

RSCCD developed a proposal in partnership with WestEd and the two-person Key Talent team to leverage the expertise and resources of each partner: WestEd has extensive research and data on community college programs and successful practices and an established infrastructure for statewide dissemination; the Key Talent team are respected professionals in Career Technical Education at the community colleges; and RSCCD hosts a number of CTE and Doing What Matters programs that can be connected to TAP to create a model of collaboration and leadership.

ANALYSIS

RSCCD will serve as the fiscal agent for this project. A sub-agreement has been developed with WestEd, as they will oversee implementation of the project and will hire the Key Talent team members.

The project director is Enrique Perez.

RECOMMENDATION

It is recommended that the board approve 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: \$913,462.00	Board Date: July 20, 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
WestEd**

This grant agreement (hereinafter “Agreement”) is entered into on this 20th day of July, 2015, between Rancho Santiago Community College District (hereinafter “RSCCD”) and WestEd (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD is the Fiscal Agent for the Technical Assistance Providers (TAP) for Career Pathways Design (Grant No. 14-189) (hereinafter “Grant”) from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), and the purpose of the Grant is to for a two-person key talent team of technical assistance providers (TAPs) for Career Pathways Design that will represent the Chancellor’s Office by serving as the statewide liaison for Career Pathways Design, will be responsible for recommending legislative and regulatory policies and procedures; identifying and disseminating best practices that will improve Career Pathways statewide; and providing leadership, guidance, and technical assistance at the local, regional, and state level in order to expand and improve Career Pathways from middle and high schools to community college programs and promote student success;

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 RSCCD and SUBCONTRACTOR do covenant and agree as follows:

ARTICLE I

1. Statement of Work

SUBCONTRACTOR agrees to perform the work described in Approved 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 July 23, 2015 through June 30, 2017.

3. Total Cost

The total cost to RSCCD for the performance of this Agreement shall not exceed \$913,462.00 USD.

4. Budget and Budget Changes

(a) Budget. SUBCONTRACTOR agrees that the expenditures of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) and grant terms and conditions (*Exhibits B and C*), which by this reference is incorporated herein and made a part hereof as if fully set forth.

- (b) Budget Changes. SUBCONTRACTOR must submit a budget revision request to RSCCD if expenditures are planned for a cost category (i.e., object code – 1000s, 2000s, etc.) that was not submitted in the Certified Application, or if the change would impact project outcomes or objectives identified in the Certified Application.

5. Payments and Invoicing

- (a) Payments. All payments will occur upon receipt of SUBCONTRACTOR's invoice by RSCCD. RSCCD shall make payments to the SUBCONTRACTOR up to but no more than the total cost described under Article I.3. "Total Cost."
- (b) Invoicing. Invoices must be itemized, include the Agreement number (refer to footer), and include back-up documentation for expenditures submitted for payment. Final payment is contingent upon submission and approval of Final Report (see 6.b). SUBCONTRACTOR shall submit invoices at least quarterly, on or before the 15th day of each quarter. Submit invoices to the following address:

**ATTN: Sarah Santoyo, Director of Grants
Rancho Santiago Community College District
2323 North Broadway, Ste. 330
Santa Ana, CA 92706**

6. Reporting

- (a) Progress Reports. SUBCONTRACTOR agrees to submit quarterly progress reports according to the requirements of the Prime Sponsor. Reports are due on a quarterly basis as follows: October 15th, January 15th, April 15th, and July 15th. If the report due date falls on a weekend or holiday, the report will be due the day before the due dates listed above.
- (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 **July 25th, 2017**.

7. 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 disallowment of Grant funds.

8. Modifications

The Parties hereto agree that program components and service levels detailed in the Scope of Work (*Exhibit A*) may be modified so long as the Total Cost under this Agreement is not increased, the objectives of the project are not significantly altered, and no cost categories are added. However, colleges will need to submit a modification request to RSCCD for any changes that would represent a significant deviation from the Certified Application or Scope of Work (*Exhibit A*), thereby impacting objectives of the project, or that would add cost categories not included in the Scope of Work.

9. Time Extensions.

No time extensions will be allowed.

10. Sub-Contract Assignment

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

SUBCONTRACTOR shall ensure that all sub-contracts for services and contracted staff are procured in a manner consistent with SUBCONTRACTOR's policies. 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.

11. 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.

12. Audit

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

13. 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.

14. Termination

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures. In the event

that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination and RSCCD shall reimburse SUBCONTRACTOR for costs incurred up to the termination date. Notice shall be deemed served on the date of receipt by the SUBCONTRACTOR; with receipt determined by certified mail delivery confirmation. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

15. Disputes

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

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

16. 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:

Rancho Santiago Community College District

Attn: Sarah Santoyo, Director of Grants
Rancho Santiago CCD
2323 North Broadway, Ste. 330
Santa Ana, CA 92706
(714) 480-7466, santoyo_sarah@rsccd.edu

Attn: Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services
Rancho Santiago CCD
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, hardash_peter@rsccd.edu

SUBCONTRACTOR NAME: WestEd

Primary Point of Contact
Name: June Bayha
Title: Project Director
Address: 4665 Lampson Avenue, Los Alamitos, CA 90720
Phone: (858) 837-1360
Email: jbayha@wested.org

Fiscal/Administrative Point of Contact
Name: Virgilio Tinio, Jr.
Title: Contracts Manager
Address: 730 Harrison Street, San Francisco, CA 94107
Phone: (415) 615-3136
Email: contracts@wested.org

17. Total Agreement

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

18. Amendments

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

ARTICLE II

1. Legal Terms and Conditions

This project will be implemented in accordance with Request for Applications Instructions, Specifications and Terms and Conditions (*Exhibit B*), and the California Community Colleges Chancellor's Office, Articles I and Article II Standard Terms and Conditions (Revision 11/19/2012) (*Exhibit C*), 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.

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

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT**

WestEd:

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

EIN: 94-3233542

Employer/Taxpayer Identification Number (EIN)

Board Approval Date: July 20, 2015

LIST OF EXHIBITS

- Exhibit A Approved Grant Application - Subcontractor's Scope of Work
- Exhibit B SB 858 (formerly SB 1070, Steinberg, Career Technical Education Pathways Program)
- Exhibit C Chancellor's Office Workforce and Economic Development Articles I and II



2323 North Broadway • Santa Ana, CA 92706 -1640 • (714) 480-7300 • www.rscsd.edu

Santa Ana College • Santiago Canyon College

March 4, 2015

Ms. Jillianne Leufgen, Program Analyst
 Division of Workforce and Economic Development
 California Community Colleges Chancellor's Office
 1102 Q Street, Suite 4554
 Sacramento, CA 95811

RE: RFA #14-189 Technical Assistance Providers (TAP) for Career Pathways Design (CPD) Application

Dear Ms. Leufgen:

Rancho Santiago Community College District (RSCCD) is submitting an application for the TAP CPD, in partnership with WestEd and the Key Talent, and will serve as the Fiscal Agent for the project.

Our proposal leverages the strengths and expertise of each partner to provide a strong plan to achieve the TAP CPD objectives. RSCCD's familiarity with the *Doing What Matters* (DWM) framework (as the host of the LA/OC Regional Collaborative, grantee of the Sector Navigator for ICT/Digital Media, four DSNs, and a Career Pathways Trust), and involvement in regional collaboratives (member of the leadership team of Orange County Department of Education's Career Pathways Trust grant, participant in County's SB1070 grant) will be useful measures to identify how the TAP CPD project can leverage the DWM partnership networks to build sustainable and robust pathways development efforts and achieve coverage of the entire state.

WestEd, an education non-profit organization recognized throughout California for high-quality research and current providers of technical assistance for the LaunchBoard, is a key partner in the TAP CPD proposal. Their expertise in research and data will be critical to assist regions in using data resources to inform program decision-making. Furthermore, WestEd is a recognized and valued provider of research, training, and partnerships, which will be helpful in engaging all regions throughout the state.

The Key Talent proposed, Ms. Angela Allison and Mr. Sean Glumace, are at the forefront on the DWM transformational work, and are recognized by their peers for their leadership, integrity and vision. Their early engagement reflects the passion, insight and vision necessary to lead the state in adopting best practices and data-driven decision-making. Their experience working on the course and college levels as faculty and a dean endows them with the credibility that has proven successful in their leadership work in the region and across regions.

Our approach is comprised of three key pillars to success—knowledge of and experience with the DWM Framework, research and data, and K-12 and community college-level Career Technical Education (CTE) expertise. We believe that the partnership's proposed TAP CPD model is the best approach to make systemic and sustainable change that is aligned with current efforts to improve the alignment of CTE programs with industry and workforce needs.

We appreciate your consideration of our proposal and look forward to an opportunity to serve the state in achieving this important work to build effective pathways that address the needs of students and industry.

Sincerely,

Dr. Raúl Rodríguez, Ph.D., Chancellor

BOARD OF TRUSTEES:

Claudia C. Alvarez • Arianna P. Barrios • John R. Hanna • Lawrence R. "Larry" Labrado • Jose Solorio • Nelida Mendoza Yanez • Phillip E. Yarbrough

CHANCELLOR:

Raúl Rodríguez, Ph.D.

PROJECT: Technical Assistance Providers for
Career Pathways Design

COLLEGE: N/A

RFA Number: 14-189

CONTACT PAGE

District:	<u>Rancho Santiago CCD</u>		
Address:	<u>2323 North Broadway</u>		
City:	<u>Santa Ana</u>	State:	<u>CA</u> Zip: <u>92706</u>

District Superintendent/President <i>(or authorized designee)</i>			
Name:	<u>Raul Rodriguez, Ph.D.</u>	Phone:	<u>714-480-7450</u>
Title:	<u>Chancellor</u>	Fax:	<u>714-796-3915</u>
E-mail Address:	<u>Rodriguez_Raul@rscdd.edu</u>		

Responsible Administrator <i>(Should not be the same as Project Director)</i>			
Name:	<u>Enrique Perez, J.D.</u>	Phone:	<u>714-480-7460</u>
Title:	<u>Asst. Vice Chancellor of Educational Svcs.</u>	Fax:	<u>714-796-3921</u>
E-mail Address:	<u>Perez_Enrique@rscdd.edu</u>		

Project Director <i>(Person responsible for conducting the daily operation of the grant)</i>			
Name:	<u>Anglea Allison</u>	Phone:	<u>(909) 952-1541</u>
Title:	<u>Key Talent TAP CPD</u>	Fax:	
E-mail Address:	<u>Angela.allison72@gmail.com</u>		

Person Responsible for Data Entry			
Name:	<u>Huong Nguyen</u>	Phone:	<u>(714) 480-7463</u>
Title:	<u>Resource Development Coordinator</u>	Fax:	<u>(714) 796-3921</u>
E-mail Address:	<u>Nguyen_Huong@rscdd.edu</u>		

District Chief Business Officer <i>(or authorized designee)</i>			
Name:	<u>Peter J. Hardash</u>	Phone:	<u>(714) 480-7340</u>
Title:	<u>Vice Chancellor, Business Ops & Fiscal Svcs</u>	Fax:	<u>(714) 796-3935</u>
E-mail Address:	<u>Hardash_Peter@rscdd.edu</u>		

Person Responsible for Budget Certification			
Name:	<u>Adam O'Connor</u>	Phone:	<u>(714) 480-7321</u>
Title:	<u>Asst. Vice Chancellor, Fiscal Services</u>	Fax:	<u>(714) 796-3935</u>
E-mail Address:	<u>OConnor_Adam@rscdd.edu</u>		

ABSTRACT

Rancho Santiago Community College District (RSCCD) in collaboration WestEd and its Key Talent members Angela Allison and Sean Glumace, is proposing to be the Technical Assistance Provider (TAPs) for Career Pathways Design (CPD). This partnership is designed to realize the potential for TAP CPD to make a significant contribution to establish the regional collaboration through knowledge of the DWM framework, data and research resources, expertise in use of technology and digital media to achieve large-scale and effective outreach, communication and engagement; and extensive college- and program-level experience in CTE, K-12 partnerships, and pathway development critical to facilitate faculty and administrator engagement and adoption of promising practices.

The TAP CPD team of Angela Allison and Sean Glumace as Key Talent Team along with RSCCD and WestEd will address objectives: (1) Recommend legislative and regulatory policies and procedures; (2) Identify and disseminate promising practices that will improve Career Pathways statewide; (3) Provide leadership, guidance, and technical assistance at the local, regional, and state level in order to expand and improve Career Pathways from middle, high school to community college programs and into careers and promote student success.

Angela Allison—Key Talent, Project Co-Director with CTE Dean experience—will focus on serving Southern California, comprised of the Los Angeles/Orange County, Inland Empire, San Diego, South Central, and Imperial regions. Sean Glumace, the second Key Talent will focus on Northern California, consisting of the regions north of Bakersfield. This Key Talent Team will organize regional face-to-face and regular virtual meetings based on geographic sector regions. They will attend all CCCAOE conferences, CCCAOE Leadership Academy, and ASCCC CTE curricula workshops, as well as quarterly TAP Deep Dive and Extended Operations meetings, among others as needed.

This Key Talent Team will serve as the first point of contact between all Career Pathways stakeholders and the Chancellor's Office on policy and process changes. To broadly disseminate timely information, the Key Talent with support from RSCCD and WestEd will create and regularly update an online electronic master partner contact tree of the key stakeholders in the state that allows for regional and statewide sharing of information and resources. This list will be housed on the updated on www.CTECentral.org website, which will also serve as the designation for calendar of events, sharing promising practices, resources and tools.

RSCCD with the Key Talent Team and WestEd will be responsible for submitting all required quarterly year-to-date expenditure and progress reports along with Interim Report Outline and Interim Report as well as the Final Report Outline, Draft and Final Report to the Chancellor's Office.

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DESCRIPTION OF NEED

Job projections from the Georgetown University Center on Education and the Workforce predict that over the next decade, 65% of all jobs will require advanced education beyond high school. Nearly a third (31%) of all jobs will be “middle-skill” jobs – i.e., requiring some education or training such as industry-recognized credentials, associate degrees or certificates but not necessarily a four-year degree¹. In recognition of this trend, the U.S. Departments of Education, Labor, and Health and Human Services have jointly promoted the widespread adoption of career pathways to provide opportunities for high school and adult students to obtain industry-recognized credentials and skills that would allow them to secure employment and advancement opportunities in their chosen fields. Over the past three years, the number of states building strong career pathways systems increased from 11 to more than 25. Further attesting to this commitment is the Workforce Innovation and Opportunity Act (WIOA). WIOA requires all states to create state- and local-level workforce development boards that must include the development and adoption of career pathways practices as part of their strategic plans. Because of this new requirement, the federal Departments are continuing joint efforts to build the necessary capacity needed to implement WIOA successfully.

In California, the need to provide pathways leading to living wage jobs is significant. Currently, fewer than half of its high school graduates enroll in college, and fewer still graduate². By their mid-20s, only 42% will have earned bachelors or associates degrees, leaving a whopping 58% devoid of any meaningful credential—a virtual requirement to compete successfully in the 21st century global economy. Increasingly, though, the value of applied, practical education is becoming apparent. According to the Salary Surfer, the median annual salary of a student holding a general education associate’s degree five years following graduation is \$38,500³. The median annual salary of a student holding an associate’s degree in CTE is nearly twice that amount at \$66,000. In fact, simply taking courses in applied fields has shown to result in significant increases in earnings. Studies of such “skills-builder” students, for example, show earning-gains in two-thirds of career and technical education (CTE) programs in California⁴. In the field of Water and Wastewater Technology, for example, students

¹ Georgetown University Center on Education and the Workforce (June 2013) “Recovery: Job Growth and Education Requirements through 2020, State Report.” Retrieved from: https://cew.georgetown.edu/wp-content/uploads/2014/11/Recovery2020.SR_Web_.pdf

² Data on the California Department of Education site is available only for 2006-2007 and lists 51%, and the latest data on the California Post-Secondary Education Commission report shows the state average at 46% in 2009.

³ Booth, K. (2015) “Moving the Needle: Data, Success, and Accountability for Workforce Programs.” Paper prepared for: California Community Colleges Task Force on Workforce Job Creation and a Strong Economy.

⁴ Booth, K. & Bahr, P.R. (2013). *The missing piece: Quantifying non-completion pathways to success*. Oakland, CA: LearningWorks. Retrieved from: <http://www.wested.org/resources/the-missing-piece-quantifying-non-completion-pathways-to-success/>

who successfully pass three courses increase their earnings by 22%—a statistic that holds true regardless of whether these students graduate or not.

Still, with the emphasis in recent years on preparing students for post-secondary education and white-collar careers, career and technical education suffers from a “bad rap,” as the bastion for students deemed unsuited for academic work. Indeed, one of the main challenges identified by practitioners is the pervasiveness of outdated perspectives on career and technical education. Likewise, haphazard development of pathways, as well as clarity regarding communication and branding, often result in less than stellar CTE programs, and jeopardize intuitional capacity to sustain programs long-term. California’s K-12 schools and community colleges need more effective processes for developing sustainable career pathways if they hope to achieve the goal of offering top-of-the-line programs that are valued by students and employers. Best practices on building infrastructure and systems to support and sustain data-driven decision-making are needed. What is more, a reconsideration of educational models may also be warranted. Some CTE programs may be well supported by the traditional semester-length, two-year sequence; others may not. Likewise, the standard metric for success, program completion, may not be an appropriate measure for some CTE programs. Different metrics may be needed to ensure programs meet the training needs required by industry and employers.

It is to help facilitate this kind of evidence-based decision making that Rancho Santiago Community College District (RSCCD) in collaboration WestEd and its Key Talent members Angela Allison and Sean Glumace, wishes to be the Technical Assistance Provider (TAPs) for Career Pathways Design (CPD). This partnership is designed to realize the potential for TAP CPD to make a significant contribution to establish the regional collaboration through knowledge of SB 1070, the Chancellor’s Office Doing What Matters (DWM) framework, data and research resources, expertise in use of technology and digital media to achieve large-scale and effective outreach, communication and engagement; and extensive college- and program-level experience in CTE, K-12 partnerships, and pathway development critical to facilitate faculty and administrator engagement and adoption of promising practices.

RESPONSE TO NEED

STRUCTURAL SUPPORT

The overall approach to regional and statewide technical assistance begins with serving as first point of contact for aligning California Career Pathways programs with the current Doing What Matters for Jobs and the Economy Framework. Providing this assistance statewide is possible by assigning the Key Talent into two regional areas: Northern California, consisting of the regions north of Bakersfield; and Southern California, comprised of the Los Angeles/Orange County, Inland Empire, San Diego, South Central, and Imperial regions.

In order to bring this project to scale and include all groups in the dissemination of information on a consistent basis, the first responsibility of the Key Talent Team will be to create an online electronic master partner contact tree of the key stakeholders in the state that allows for regional and statewide dissemination of information. This will also allow for reciprocal contact information sharing between the technical assistance providers and stakeholders throughout the state. This will be a living contact list, updated regularly by the Key Talent reflecting changes in staffing and key contacts information. Quarterly electronic verification of stakeholder information in the tree will keep the collaboration between the Key Talent and multiple programs that are impacted by the Career Pathways. This two-way communication will allow the Key Talent to become the first point of contact between all the stakeholders and the Chancellor's Office on policy and process changes. Key Talent will have quarterly visits to the Chancellor's Office in Sacramento to represent and act as a liaison between practitioners and to report on barriers and challenges to implementation of Career Pathways along with promising practices, and regional progress that will impact policy priorities and needs for process change.

To help identify the needs, progress, challenges and best practices, a central website and toolkit will be needed. Building upon the technical assistance providers partner WestEd's CTECentral.org which has been a hub of content and a known website for CTE programs and grants throughout the state. Updating this website, the Key Talent will create a statewide calendar of meetings, events, and activities allowing stakeholders a tool with the intent of reduction, duplication, and conflicting efforts. CTECentral.org will also be the central point of advertising and marketing for the Key Talents' efforts statewide for the planned sector workgroup meetings.

Building upon the master contact tree and other statewide marketing of the CTECentral.org website to the stakeholders, the Key Talent will organize regional face-to-face meetings based on geographic sector regions. These would constitute

foundational discussions on current practices and areas for improvement in their efforts, long-term solutions, and notable promising practices regarding career pathways specific to their sector. Continuing to build on the workshops, the Key Talent Team will hold common work group morning sessions at the fall and spring CCCAOE conferences. These will be based on the alignment of workgroups to disseminate the recommendation of statewide policy and process changes. Each Key Talent will collect, summarize, and disseminate information discussed during meetings and combine the shared findings on CTECentral.org and present these findings during the Chancellor's Office TAP Deep Dives and Extended Operations Team Meetings which are held quarterly. The Key Talent Team will interact and promote continuous dialog between the Regional Consortia, Sector Navigators, DSNs, and other stakeholders using the contact list and website to help leverage progress made across local, regional, and statewide groups. The Key Talent will also attend in-person or virtually consortia sector and regional DSN meetings and promote the usage of the CTECentral.org web site, usage of the calendar of events, and share promising practices, lessons learned, and challenges faced by other stakeholders throughout the state.

STRATEGIC LEARNING

In order to advise Career Pathways stakeholders and practitioners throughout the state and the Chancellor's Office, the Key Talent Team will actively participate in face-to-face and virtual meetings, webinars, conferences, and dialogues using our contact tree and current participation throughout the state in all on-going Career Pathways workgroups. Using the TAP grant partner, WestEd's state and nationwide grant participation and data collection and evaluation, Key Talent will be able to identify, assess and implement collaborative sharing of promising practices. While the Key Talent will be individually assigned to the Northern and Southern California regions, they will collaborate to provide synergistic recommendations to the stakeholders from their learning opportunities.

The Key Talent Team will and maintain a working knowledge of all CTE Pathways programs including SB 1070 projects and activities, Career Pathways Trust, Perkins CTE Transitions, Linked Learning, adult education programs, and TAACCCT grants. Key Talent together will synthesize the information quarterly to disseminate best practices gained during participation of meetings and activities statewide utilizing the CTECentral.org web site and planned workshops and webinars. Using established pipeline projects like Pathways to Prosperity, Jobs for the Future (JFF), TAACCCT in both Central Valley and Bay Area as well as other national TAACCCT projects for pathway completion, CLASP, and OCCCR, Key Talent will engage in conversations and share promising practices that have shown process and student completion improvement.

Working with industry and education partners throughout the state, Key Talent will work to identify and facilitate creation of professional development opportunities and promote these through the online portal CTECentral.org and using the contact tree. These opportunities would also be promoted via email and newsletters with emphasis on high school and community college instructors.

The two Key Talent have been involved in the training with LaunchBoard for the past year and have attended multiple training sessions provided by the Chancellor's Office and WestEd. Key Talent will attend LaunchBoard trainings and meetings to ensure understanding of the system and aid CTE Pathways Program grantees with data collection and reporting. With WestEd as a TAP partner on this grant, their knowledge and training will be leveraged on LaunchBoard to help grantees with data collection and reporting. Key Talent will be Subject Matter Experts (SMEs) in the implementation and usage of LaunchBoard and reporting, and this training will be integrated into all workshops, webinars, face-to-face, and other professional development training provided under the grant to stakeholders.

Key Talent will attend meetings, workshops, and conferences specializing in CTE pathways programs including but not limited to the onboarding and professional development of Extended Operations Team. They will continue to participate in acquiring the necessary knowledge and skills to be effective leaders in the Doing What Matters for the Jobs and Economy Framework by acting as liaison between the stakeholders and the Chancellor's Office. Both Key Talent have completed and will continue to attend the ASCCC CTE curriculum workshop and will also complete the CCCAOE Leadership Academy Program during the first year of the grant. They will also continue to support the academy and CCCAOE throughout the grant.

CAREER PATHWAYS COMMUNITY OF PRACTICE (COP)

Central to building and fostering connections between all the various pathways and stakeholders across the state will be the creation of a Community of Practice (CoP) website. Instead of building a new web site from the ground up, CTECentral.org will be used. The CTECentral.org website is an established center for CTE information in California and was created and is still maintained by TAP grant partner WestEd. Using the already established website, CTECentral.org, the Key Talent will leverage its familiarity to reach a wider audience more efficiently than would be possible by building one from the ground up. The Key Talent in partnership with WestEd staff will redesign and update the existing CTECentral.org website as a central CoP site to publish information, calendars, and best practices for Career Pathways practitioners. Using WestEd's established data infrastructure and marketing practices, the Key Talent Team will use this central hub of information along with regional, local, face-to-face and virtual

workshops and meetings to help broker the connections needed to work toward better coordination and information sharing across all relevant groups and agencies.

To supplement the website use and make the information more readily accessible, the Key Talent will work closely with WestEd staff resources to build a CTECentral mobile app that will function on both iOS and Android platforms. This app will give quick access to stakeholders in the field by highlighting tools, sites, best practices, and contacts from the main CTECentral.org web site. Within in the CTECentral.org site and mobile app a user forum for FAQs and comments regarding challenges and best practices and encouraging dialog between participants will be included. Based on these FAQs and other information collected from the community of users, the Key Talent will create webinars, help videos, and other helpful information for stakeholders. Using the CTECentral.org App, the section of FAQs will inform the "special topics" for discussion in the monthly meetings throughout the state. Key Talent will facilitate discussions during meetings that address those topics and post the discussion points and summaries to the websites.

Further marketing of best practices and efforts by the Key Talent will be through the use of social media campaigns and accounts. Active accounts in Facebook, Google+, Twitter, LinkedIn, Instagram, Pinterest, and other current social media sites will be maintained by the Key Talent to promote the presence of the tools and information available on the CTECentral.org and be integrated into the mobile app. Centralizing the management of the social media information will be done using Hootsuite, which is a social media management system for brand management. This will allow the Key Talent to quickly and consistently advertise and market the information on the CTECentral.org website to reach a broader audience of practitioners and others interested.

To help foster and promote collaboration across all stakeholders statewide, the Key Talent Team will build a database containing a network tree of Pathway program participants to include K-12, community college, four-year colleges (public and private) and business and industry. It will be a living document that will be updated continually to reflect additions and changes in personnel and partnerships. This collection of information will be searchable on the web site by region, sector and pathway and accessible to all persons involved in pathways grants. This system will also allow users to create matches between high school and college programs and industry to help foster pathway development, articulation agreements, dual and concurrent enrollment opportunities. As promising practices are identified from participants, they will be included on the searchable database matching depending on the sector and industry.

The Key Talent will also use existing state, local, and industry online resources plus survey each college for identification of all current CTE Programs in the Doing What

Matters Framework. This includes current active grant projects, partners (K-12, two- and four-year colleges), employer/industry partners, and other key partners from each sector. On the web site, this information will be entered into a database that houses the information submitted. Key Talent will actively seek to add, revise and improve information. The industry contact database on CTECentral.org will consist of participating industry partners throughout the state and an online matching system to bring together industry and education to create pathways.

As part of this outreach and network building, Key Talent will host face-to-face workgroup meetings and webinars to share information statewide covering topics including best practices, joint planning and advocacy, successful leveraging of resources, and discussing and overcoming challenges statewide. Face-to-face meetings will be held throughout the state for the Northern and Southern California regions to make sure the entire state has comprehensive coverage. Meeting locations will vary to accommodate fair and equitable access for all colleges and other stakeholders.

TECHNICAL ASSISTANCE TO CTE PATHWAYS PROGRAM GRANTEEES

The Key Talent Team will serve as first points of contact for CTE Pathway Programs throughout the state with help from WestEd staff to assist all community college regions and districts in development, expansion, and improvement of programs. The Key Talent Team will provide online resources, monthly webinars, and in-person workshops or one-on-one trainings per year throughout the colleges, districts and regions statewide in addition to email and phone support to statewide pathway partners. Initial review of CTE Pathways Program grantees will inform both Key Talent as to the primary concerns and assist in prioritizing the regional needs. The Key Talent Team will write a Design report to establish a viable structure to provide leadership to multiple stakeholders and establish a plan of action with deliverables to achieve the TAP CPD grant goals and objectives.

An assessment and evaluation of the CTE Pathways Program grantees progress and proposals statewide will be part of the Key Talents' plan to get a better understanding of proposed implementation of each two-year consortium plan. Initial review of CTE Pathways Program grantees will inform the Key Talent Team as to the primary concerns and assist in prioritizing the regional needs. The Key Talent Team will write a Design report to establish a viable structure to provide leadership to multiple stakeholders and establish a plan of action with deliverables to achieve the TAP CPD grant goals and objectives. As part of this process, the Key Talent Team will submit back refined technical assistance design progress reports to present during TAP Deep Dives and other meetings with the Chancellor's Office.

Both Key Talent are experienced and proficient as Subject Matter Experts (SME) in articulation, dual enrollment, concurrent enrollment, career pathways, and/or curriculum development and approval; and brokering connections between additional SMEs with expertise in other areas of need and CTE Pathways Program grantees. The Key Talent Team has years of expertise building articulation agreements between their current college and the high school CTE programs in Southern California and creating agreements between the college and university partners across North America. Over the past 14 years, the Key Talent for Northern California has developed curriculum, certificates, and Associate of Arts degrees at their colleges and understand the local, regional, and statewide approval process for curriculum. The Key Talent for Southern California brings extensive grant management, large-scale program oversight and industry outreach serving as both a CTE Dean in the LA/OC region and previously as Director of Special Grants and Projects in the Central Valley/Mother lode Region. The Key Talent Team also has years of industry experience in the ICT/Digital Media and Automotive fields building and brokering connections between industry and education all over the state and country. They will bring these contacts to table and be able to leverage them for all the stakeholders throughout the state. With their combined background and experience, they will be able to provide organizational and planning assistance to SB 1070 Directors, Regional Consortia leaders, high schools, and colleges to engage in local, regional and statewide initiatives in the SME areas. Using the tools built into the CTECentral.org online and app, they will co-host a comprehensive schedule of discussions, meetings and workshops, both face to face and virtual, to establish best practices to "move the needle" toward statewide progress in the SME areas.

An integral part in providing direct technical support is providing one-on-one coaching to each grantee consortium. This coaching includes (but is not limited to): helping grantees identify and address barriers, coordinating and delivering training for grantees when areas of need are identified, and presenting at or facilitating meetings of consortia stakeholders when necessary to further grantees' efforts. The one-on-one coaching will be done in person during scheduled travel meetings, and online using Skype and CCC Confer to provide coverage to all stakeholders throughout the state by the Key Talent Team. Using what is learned during these coaching sessions, the Key Talent Team will post evaluations, a summary of discussions and meetings on CTECentral.org, on the CTECentral app, and social media sites to share information and allow for collaboration by stakeholders by sector, region, areas of interest, similar challenges, and promising practices.

The Key Talent Team will also provide guidance and support to grantees in their efforts to collect and report data for the LaunchBoard, SB 1070 reporting requirements, and any other required reporting and metrics. Utilizing WestEd as a partner for reporting and

expertise in data delivery to help grantees organize, write, and/or edit. The Key Talent Team will also support CTE Pathways Program grantees' products by providing assistance with development of statewide resources being created by CTE Pathways Program grantees. To also help grantees, the Key Talent will host weekly Google Hangout to discuss best practices, address FAQs, and connect college personnel to each other. Monthly updates from all of these efforts will be posted on CTECentral.org web resources, shared on social media sites, and archived in the database of participants.

SHARED KNOWLEDGE

The Key Talent will provide guidance to the Chancellor's Office staff and other educational entities conducting Career Pathways work on the needs of middle, high school, community college, and industry/employers related to implementing, running, and sustaining Career Pathways programs. They will communicate with stakeholders the trends and funding opportunities; and research and practices with promise from regional, state, and national practitioners and organizations. Maintenance of evolving information on the CTECentral.org and social media websites; inclusion of contact tree, calendar of events, promising practices, FAQs live links to resources that make up Tool Kit and other activities and ideas generated within the grant framework. Multiple categories of stakeholders will use the repository of information to inform their local and regional practices in pathways development. To receive feedback from these groups, surveys will be used to track usage and perceived value of information shared, tools used and improvements needed. Google Analytics will be used to track user experience and usage of the site to help with data presentation and use on the CTECentral.org website.

As required by the grant deliverables, the Key Talent Team will provide a Design Report that provides a detailed assessment of Technical Assistance needs for the current CTE Doing What Matters for Jobs and the Economy projects and all planned activities to support those needs. This will include a detailed calendar and outline of Key Talent activities to achieve desired outcomes including providing recommendations to Chancellor's Office, stakeholders and public at large.

During the funding period, the Key Talent Team with support from WestEd, and Rancho Santiago Community College District will prepare and deliver the Interim Reports and the Final Report submission to Chancellor's Office and accessible for the public-at-large and stakeholders on CTECentral.org. This final report will have the technical summary of all activities, best practices, progress made, next steps, lessons learned, legislative and policy change recommendations collected from the activities of this project.

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

Objective: 1
Supply structural support to the Chancellor's Office and the Doing What Matters for Jobs and the Economy Framework related to Career Pathways.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.1	Serve as first point of contact to Chancellor's Office on policy and process changes. Quarterly visits to Chancellor's Office in Sacramento to report on challenges to implementation of Career Pathways, best practices, and regional progress that will impact policy priorities and needs for process change.	Two (2) Key Talent will collaborate to update via webinar, using CCCConfer, to provide updates stakeholders to report regional concerns, progress, and best practices. Webinars and supporting documentation will be archived and posted on the existing CTECentral.org for state wide dissemination.	Monthly beginning Sept 2015	One (1) Key Talent assigned to each region Northern and Southern California
1.2	Create a master partner contact tree of the key stakeholders in the state that allows for regional and statewide dissemination of information. This will include K-12, postsecondary, key talent in the statewide Doing What Matters economic framework, Regional Consortia leads, Sector and Deputy Sector Navigators, ASCCC, statewide and local WIBs, and active employer industry groups in the priority and emerging sectors. This will also allow for reciprocal contact information sharing between the TAP and stakeholders throughout the state. This will be a living contact list, updated by the TAP online to show changes in staffing and key contacts.	Quarterly electronic verification of stakeholder information in the tree, keeping the collaboration between the TAP and multiple programs that are impacted by the Career Pathways. This information will be updated on the CTECentral.org and available statewide.	Sept 2015 with updates quarterly	Both Key Talent and WestEd administrative support
1.3	Collect existing state and regional efforts through the partners listed in activity 1.2 to build a database and online portal housing all of the identified projects and programs on CTECentral.org. CTECentral.org is currently a website that was created by WestEd and would be updated to become a central portal for information on this grant.	Based on the information collected from key stakeholders the online searchable database can be filtered by regions, sectors, local area, or by individual contacts and districts which will be used to develop a comprehensive technical assistance Design Plan for objective #5.	Dec 2015, update quarterly	Both Key Talent and WestEd administrative support

5.4 (22)

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

Objective: 1
Supply structural support to the Chancellor's Office and the Doing What Matters for Jobs and the Economy Framework related to Career Pathways.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.4	Create a statewide calendar of meetings, events and activities allowing stakeholders a tool with the intent of reduction, duplication, and conflicting efforts on CTECentral.org.	To provide one (1) online calendar of events and meetings accessible to all stake holders including K-12, Community College and industry stakeholders. This will maximize time and resources for statewide stakeholders.	September 2015	Both Key Talent and WestEd administrative support
1.5	Convening of K-12, Community College, regional consortia partners in workgroups based on geographic regions. This would be a foundational discussion on what works and what does not in their efforts, long term solutions, and current best practices regarding career pathways specific to their sector.	26 regional face-to-face meetings with key talent and pathway partners.	1-2 meetings per month from Sept - Dec & Feb - May commencing Sept 2015	One (1) Key Talent assigned to each region Northern and Southern California
1.6	Hold common work group morning sessions at the fall and spring CCAOE conferences. These would be based on the alignment of workgroups to disseminate the recommendation of statewide policy and process changes.	Each Key Talent will collect, summarize, and disseminate information discussed during meetings and share findings on CTECentral.org	Oct 2015, Mar 2016, Oct 2016, Mar 2017	One (1) Key Talent assigned to each region Northern and Southern California

5.4 (23)

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

Objective: 1
Supply structural support to the Chancellor's Office and the Doing What Matters for Jobs and the Economy Framework related to Career Pathways.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.7	Recommendations from the workgroups in 1.5 and 1.6 would be inform the TAPs contribution to the Chancellor's office TAP Deep Dives and Extended Operations Team meetings.	Both Key Talent will Attend, Contribute to and provide recommendations during TAP Deep Dives and Extended Operations meetings gathered during workgroups meetings (both face to face and virtual) hosted by key talent.	Quarterly as scheduled by CCCCCO	One (1) Key Talent assigned to each region Northern and Southern California
1.8	Interact and promoting continuous dialog with the Regional Consortia, Sector Navigator, and Deputy Sector Navigator all parties outlined in objective 1.2.	Attend in person or virtually concertia sector and regional DSN meetings and promote the usage of the CTECentral.org web site, usage of the calendar of events, and share sucess and challenges faced by other stakeholders throughout the state.	Weekly-as scheduled within each region	One (1) Key Talent assigned to each region Northern and Southern California and WestEd
1.9				

5.4 (24)

PROJECT: Technical Assistance Providers for Career Pathways Design

DISTRICT: Rancho Santiago CCD

COLLEGE: N/A

RFA NUMBER: 14-189

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

Objective: 2
In order to advise Career Pathways practitioners and the Chancellor's Office, the key talent will **engage in strategic learning** that keeps them abreast of all in-state and national Career Pathways work/research and statewide data collection strategies.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
2.1	Continue to stay informed: Actively participate in meetings, webinars, conferences, and dialogues using our contacts and current participation throughout the state on all on-going Career Pathways work and maintain a working knowledge of SB1070 programs, CCPT, Perkins CTE Transitions, Linked Learning, Adult Education programs, and TAACCCT grants.	Key Talent together will sythensize the information quarterly to disseminate best practices gained during participation of meetings and activities statewide utilizing the CTECentral.org web site and planned workshops/webminars.	Sept 2015, Dec 2015, Mar 2016, June 2016 Sept 2016, Dec 2016, Mar 2017, June 2017	One (1) Key Talent assigned to each region Northern and Southern California
2.2	Using established pipeline projects like Pathways to Prosperity, JFF, TAACCCT in both Central Valley and Bay Area as well as other national TAACCCT projects for pathway completion, CLASP, and OCCRL Key talent will engage in conversations and share promising practices that have shown process and student completion improvement.	Through on-going regional and statewide meetings, the CTECentral.org website, and other professional connections Key Talent will bring recommendations and best practices to the Chancellor's Office, CA State Government and Community Colleges. Research and data collection will validate best practices and Key Talent will share lessoned learned in other areas and will be included in the Design, Interim and Final reports shared to all stakeholders.	Sept 2015, Dec 2015, Mar 2016, June 2016 Sept 2016, Dec 2016, Mar 2017, June 2017	One (1) Key Talent assigned to each region Northern and Southern California
2.3	Working with industry and education partners throughout the state to identify and facilitate creation of professional development opportunities and promote these through the online portal CTECentral.org and using the contact tree created under objective 1.2 these opportunities would be promoted via email and newsletters with emphasis on high school and community college instructors.	Establish and assist in scheduling professional development oportunities state wide while maintaining an on going calendar of events.	Begin September 2015 Monthly Updates	One (1) Key Talent assigned to each region Northern and Southern California

5.4 (25)

PROJECT: Technical Assistance Providers for Career Pathways Design

DISTRICT: Rancho Santiago CCD

COLLEGE: N/A

RFA NUMBER: 14-189

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

Objective: 2
In order to advise Career Pathways practitioners and the Chancellor's Office, the key talent will **engage in strategic learning** that keeps them abreast of all in-state and national Career Pathways work/research and statewide data collection strategies.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
2.4	Continue attending LaunchBoard trainings and meetings to ensure understanding of the system and aid CTE Pathways Program grantees with data collection and reporting. Leverage WestEd and their knowledge and training on Launchboard to help grantees with data collection and reporting.	Key talent would be a subject matter expert in the implementation and useage of Launchboard and reporting.	Beginning July 2015- June 2017	One (1) Key Talent assigned to each region Northern and Southern California and WestEd Staff
2.5	Attend meetings, workshops and confrences specializing in CTE pathways programs, including but not limited to the Onboarding and Professional Development of Extended Opps Team. Key talent have completed and will continue to attend the ASCCC CTE curriculum workshop. Key talent will also complete the CCCAOE Leadership Academy Program during the first year of the grant, and continue supporting the academy and CCCAOE.	Continue to participate in acquiring the necessary knowledge and skills to be an effective leaders in the Doing What Matters for the Jobs and Economy framework.	Beginning July 2015- June 2017	One (1) Key Talent assigned to each region Northern and Southern California
2.6				

5.4 (26)

PROJECT: Technical Assistance Providers for Career Pathways Design

DISTRICT: Rancho Santiago CCD

COLLEGE: N/A

RFA NUMBER: 14-189

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

Objective: 3
To establish a means for Career Pathways practitioners to make peer-to-peer connections, collectively troubleshoot problems, engage in joint planning and advocacy, and share resources, lessons learned, and promising practices; the key talent will **foster the Career Pathways CoP**.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
3.1	Build a network tree of Pathway program participants that is searchable by region, sector and pathway and shared with persons involved in pathways grants.	Create one (1) user friendly informational partner database accessible to all colleges and their vested partners	Dec 2015, updated monthly	Key Talent & WestEd Staff
3.2	Hold quarterly workshops for CTE Pathways Program grantees in-person and online based on statewide geographic regions supporting all regions community colleges and targets HS and Industry partners.	Goal of the workshop/trainings would include sharing of challenges and best practices; collaborate on program planning; strategies to introduce and encourage industry participation, and discussions for improved outcomes for students. Track participation numbers in grant related efforts to increase the understanding of career pathway programs.	Sept 2015, Dec 2015, Mar 2016, June 2016 Sept 2016, Dec 2016, Mar 2017, June 2017	Key Talent & WestEd Staff
3.3	Lead the statewide effort to organize, coordinate, and support meetings for state wide pathway industry and educational group initiatives using the CTECentral.org web site and other communication tools like email, newsletters, and state wide calendar.	Coordinate and execute virtual and face-to-face meetings and track participation by college.	Beginning Sept 2015- June 2017	Key Talent & WestEd Staff
3.4	Redesign and update the existing CTECentral.org website previously built by WestEd as a central CoP site to publish information, calendars, and best practices for Career Pathways practitioners. The CTECentral.org site already is a known entity in the state, and by leveraging this familiarity we can reach a wider audience quicker than building one from the ground up.	Increase utilization of CTECentral.org as the main platform for sharing best practices and connecting stakeholders to each other.	Beginning Sept 2015- June 2017	Key Talent & WestEd Staff

5.4 (27)

PROJECT: Technical Assistance Providers for Career Pathways Design

DISTRICT: Rancho Santiago CCD

COLLEGE: N/A

RFA NUMBER: 14-189

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

Objective: 3
To establish a means for Career Pathways practitioners to make peer-to-peer connections, collectively troubleshoot problems, engage in joint planning and advocacy, and share resources, lessons learned, and promising practices; the key talent will **foster the Career Pathways CoP**.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
3.5	Advertise and promote the CTECentral.org CoP site to Career Pathways practitioners throughout California using the master contact tree from objective 1.2.	Advocate the useage of CTECentral.org as the central portal for CTE program pathway participants and the information collected and shared by the key talent statewide.	Beginning Sept 2015- June 2017	One (1) Key Talent assigned to each region Northern and Southern California
3.6	Key Talent will host a series of face to face workgroup meetings and CCCConfer webinars to share information statewide covering topics including best practices, joint planning and advocacy, successful leveraging of resources, and disucssing and overcoming challenges.statewide.	Face to face meetings held throughout the state twice a month for the Northern Regions and twice a month for Southern Regions. Meeting locations would vary to reasonably accomodate access for all colleges to attend at least one face to face meeting per quarter. The webinars would be archived for future use on CTECentral.org and CCC Confer. All documents would be posted and accessible on both the CTECentral.org webinar websites for open source use to all college participants.	Beginning Oct 2015- June 2017	One (1) Key Talent assigned to each region Northern and Southern California
3.7	Create mobile app that will function on both iOS and Android platforms and maintain a social media campaign promoting CTECentral.org and our outreach efforts using Facebook, Twitter, LinkedIn, Instagram, and other social media outlets.	CTECentral.org App will act hub of social media sites. Key talent will update information weekly to capture activities, events, Q&A, photos, event participation, and other information. Users will be able to post information and Key talent will respond within a week. Updates to the CTECentral.org App will feed into other sites like Facebook, Twitter, LinkedIn, Instagram and other outlets. Hashtags will be used to capture strands of information for all users of the app.	Beginnning August 2015-June 2017	Key Talent & WestEd Staff

5.4 (28)

PROJECT: Technical Assistance Providers for Career Pathways Design

DISTRICT: Rancho Santiago CCD

COLLEGE: N/A

RFA NUMBER: 14-189

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

Objective: 3
To establish a means for Career Pathways practitioners to make peer-to-peer connections, collectively troubleshoot problems, engage in joint planning and advocacy, and share resources, lessons learned, and promising practices; the key talent will **foster the Career Pathways CoP**.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
3.8	Create a collection of best practice tool kits (printed, web based, etc.) available on CTECentral.org for education partners to use.	Toolkit of resources will be generated and ready for distribution to each CTE Dean by the first Quarterly Regional Meetings of Year Two. Electronic and Print materials will comprise the toolkit for dissemination of best practices, lessons learned, and resources available to colleges. Colleges will be responsible for sharing the resources locally within their sectors and industries.	July 2016-June 2017	Key Talent & WestEd Staff
3.9	Create a user form on CTECentral.org for FAQ's and comments regarding challenges and best practices and encouraging dialog between participants. Based on these FAQ's we would create webinars, help videos, and information for stakeholders.	Using the CTECentral.org App, the section of FAQ's will inform the "special topics" for discussion in the monthly meetings throughout the state. Key Talent will facilitate discussions during meetings that address those topics and post the discussion points and summaries to the websites. in 3.6.	Form created by Sept 2015 FAQ's live discussion monthly with posts to follow	Key Talent & WestEd Staff
3.10	Survey each college for identification of all current CTE Programs in the Doing What Matters Framework, include current active grant projects, partners (K-12, 2 and 4 year college partners), employer/industry partners, and other key partners. Build a database that houses the information submitted. Key Talent will actively seek to add, revise and improve information monthly.	Create one (1) industry contact database on CTECentral.org of participating partners throughout the state and an online matching system to bring together industry and education partners to create pathways.	Intial Framework completed by December 2015, Updated Monthly	Key Talent & WestEd Staff

5.4 (29)

PROJECT: Technical Assistance Providers for Career Pathways Design

DISTRICT: Rancho Santiago CCD

COLLEGE: N/A

RFA NUMBER: 14-189

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

Objective:	4
The key talent will provide direct technical assistance to CTE Pathways Program grantees to support their career pathways work.	

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
4.1	Serve as first point of contact for CTE Pathway Programs throughout the state. assisting Community College regions and districts in development, expansion, and improvement of programs.	Key talent will provide online resources, monthly webinars, minimum of 32 in person workshops or one-on-one trainings per year throughout all colleges, districts and regions statewide in addition to email and phone support to statewide pathway partners.	Monthly beginning September 2015- June 2017	One (1) Key Talent assigned to each region Northern and Southern California
4.2	Key talent will assess and evaluate CTE Pathways Program grantees progress and proposals to assist in the implementation of each two-year consortium plan. Submit back to the Chancellor's Office a refined technical assistance design progress reports	Initial review of CTE Pathways Program grantees will inform both key talent as to the primary concerns and assist in prioritizing the regional needs. The key talent will write a Design report to establish a viable structure to provide leadership to multiple stakeholders and establish a plan of action with deliverables to achieve the TAP Grant goals and objectives.	September 2015	One (1) Key Talent assigned to each region Northern and Southern California
4.3	Serving as a Subject Matter Expert (SME) in articulation, dual enrollment, concurrent enrollment, career pathways, and/or curriculum development and approval; and brokering connections between additional SMEs with expertise in other areas of need and CTE Pathways Program grantees.	Provide organization and planning assistance to SB1070 Directors and Regional Consortia leaders and colleges to engage in local, regional and statewide initiatives in the SME areas. Host calendar of discussions, meetings and workshops, both face to face and virtual, to establish best practices to "move the needle" toward statewide progress in the SME areas.	Monthly starting August 2015	One (1) Key Talent assigned to each region Northern and Southern California

5.4 (30)

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

Objective:	4
The key talent will provide direct technical assistance to CTE Pathways Program grantees to support their career pathways work.	

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
4.4	Providing one-on-one coaching to each grantee consortium. Coaching should include (but is not limited to): helping grantees identify and address barriers, coordinating and delivering training for grantees when areas of need are identified, and presenting at or facilitating meetings of consortia stakeholders when necessary to further grantees' efforts.	Post evaluation and summary of discussions and meetings on CTECentral.org and Social Media sites to share information and allow for collaboration by stakeholders by sector, region, area of interest, similar challenges, and best practices	Monthly in coordination with both Key Talent	One (1) Key Talent assigned to each region Northern and Southern California
4.5	Providing guidance and support to grantees' in their efforts to collect and report data for the LaunchBoard, SB 1070 reporting requirements, and any other required reporting and metrics.	Host Weekly Google Hangout with one or both Key Talent to discuss best practices and address FAQ's a connect college personnel to each other.	Weekly starting September 2015	One (1) Key Talent assigned to each region Northern and Southern California
4.6	Supporting CTE Pathways Program grantees' products by providing assistance with development of statewide resources being created by CTE Pathways Program grantees. This assistance may come in helping grantees organize, write, and/or edit these resources.	Development of ToolKit listed in 3.8 distributed to all colleges CTE Deans by the start of Year TWO of the grant. Monthly updates to web resources, social media sites, and database participants.	August 2016 Montly updates to websites starting September 2015	One (1) Key Talent assigned to each region Northern and Southern California

5.4 (31)

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

Objective: 5

In order to document and share information about the challenges and promising practices related to Career Pathways design and implementation, the key talent will **generate shared knowledge** for the Chancellor's Office, Doing What Matters for Jobs and the Economy stakeholders, and the public-at-large (when applicable).

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
5.1	Providing guidance to the Chancellor's Office staff and other educational entities conducting Career Pathways work on the needs of middle and high school and community college related to implementing, running, and sustaining Career Pathways programs; current Career Pathways trends and funding opportunities; and promising research and best practices from regional, state, and national practitioners and organizations	Maintenance of evolving information on the CTECentral.org and social media websites; Inclusion of contact tree, calendar of events, promising practices, FAQ's live links to resources that make up Tool Kit and other activities and ideas generated within the grant framework. Multiple categories of stakeholders will use the repository of information to inform their local and regional practices in Pathway Development. Semi-Annual Surveys will be used to track usage and perceived value of information shared, tools used and improvements needed. Google Analytics will be used to track user experience and usage of the site to help with data presentation and use on the CTECentral.org website.	January 15, 2016 July 15, 2016 January 15, 2017	Key Talent with WestEd Support
5.2	As required by the grant deliverables, Key Talent will provide Design Report that provides a detailed assessment of Technical Assistance needs for the current CTE Doing What Matters for Jobs and the Economy projects and all planned activities to support those needs	Detailed calendar and outline of Key talent activities to achieve outcomes 1-4 including recommendations to Chancellor's Office, stakeholders and public at large	September 2015	Key Talent with support of WestEd Staff & RSCCD
5.3	Preparation of Interim Report Outline and Report Submission to Chancellor's Office and accessible for public-at-large and stakeholders on CTECentral.org	Summary of assessment including challenges, best practices, current activities for CTE Pathways statewide submitted to Chancellor's Office	Outline Due February 15, 2016 Report Due April 15, 2016	Key Talent with support of WestEd Staff & RSCCD
5.4	Final Report Submission to Chancellor's Office and accessible for public-at-large and stakeholders on CTECentral.org	Final technical summary of activities, best practices, progress made, next steps, lessons learned, legislative and policy change recommendations collected from the activities of this project	Outline Due February 17, 2017 Final Report Due August 2017	Key Talent with support of WestEd Staff & RSCCD

5.4 (32)

PROJECT: Technical Assistance Providers for
 Career Pathways Design

DISTRICT: Rancho Santiago CCD

COLLEGE: N/A

RFA NUMBER: 14-189

APPLICATION BUDGET SUMMARY

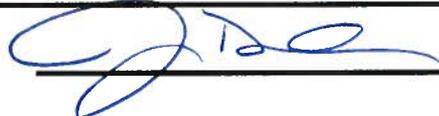
NOTE: Submit details explaining the expenditures by category on the Application Budget Detail Sheet.

Object of Expenditure	Classification	Line	TOTAL PROGRAM FUNDS REQUESTED	
			\$	950,000
1000	INSTRUCTIONAL SALARIES	1	\$	0
2000	NONINSTRUCTIONAL SALARIES	2	\$	0
3000	EMPLOYEE BENEFITS	3	\$	0
4000	SUPPLIES AND MATERIALS	4	\$	0
5000	OTHER OPERATING EXPENSES AND SERVICES	5	\$	913,462
6000	CAPITAL OUTLAY	6	\$	0
7000	OTHER OUTGO	7	\$	0
TOTAL DIRECT COSTS:		8	\$	913,462
TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):		9	\$	36,538
TOTAL COSTS:		10	\$	950,000

I authorize this cost proposal as the maximum amount to be claimed for this project and assure that funds shall be spent in compliance with State and Federal Regulations.

Project Director:

Name: Enrique Perez Title: Asst. Vice Chancellor Educational Services

Authorized Signature:  Date: 3/2/15

District Chief Business Officer (or authorized designee) :

Name: Peter J. Hardash Title: Vice Chancellor, Business Ops & Fiscal Svcs

Authorized Signature:  Date: 3/3/15

APPLICATION BUDGET DETAIL SHEET

Object of Expenditure	Classification	FUNDS REQUESTED	
		\$	950,000
1000		\$	-
2000		\$	-
3000	Employee Benefits	\$	-
4000	Supplies and Materials	\$	-
5000	Other Operating Expenses and Services		
	Subcontractors WestEd: -Hires Key Talent (\$158,550/per KT x 2 people x 2 years = \$634,200) -Provides Technical Assistance, Mangement, Administrative, and Communications Support = \$87,300.50 x 2 years = \$174,601	\$	808,801
	Meeting Expenses - Regional Meetings (facilities, presenters): \$475/meeting x 16 meetings x 2 years (6 in Southern CA and 10 in Northern CA) = \$15,200	\$	15,200
	Travel <i>Conference expenses - include meals per diem rates \$52 for low cities and \$65 for high cities; mileage per diem rate at \$0.575/mile (based on IRS 2015 rate); roundtrip \$450; conference registration and lodging varies (average lodging at \$130/night, registration at \$450/attendee)</i> Travel and Mileage = \$84,400 - Extended OPS Meetings: \$1,000/attendee x 4 meetings per year x 3 attendees (Sean, Angela, June) x 2 years = \$24,000 - TAP Deep Dive Meetings: \$1,050/attendee x 4 meetings per year x 3 attendees (Sean, Angela, June) x 2 years = \$24,000 - TAP Regional Meeting (Southern CA): \$350/attendee x 6 meetings per year x 2 attendees (Sean, Angela) x 2 years = \$8,400 - TAP Regional Meeting (Northern CA): \$700/attendee x 10 meetings per year x 2 (Sean, Angela) x 2 years = \$28,000 Conference Expenses = \$5,061 - CCCAOE Conference: \$700/attendee x 2 attendees x 2 years = \$2,800 - CCCAOE Leadership: \$565.25/attendee x 2 attendees x 2 attendees = \$2,261	\$	84,400
		\$	5,061
6000	Capital Outlay	\$	-
7000	Other Outgo		
TOTAL DIRECT COSTS:		\$	913,462
TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):		\$	36,538
TOTAL COSTS:		\$	950,000

PROJECT MANAGEMENT PLAN

RSCCD's management model is based on leveraging the expertise and strengths of its partners to ensure that each component for success has the investment of talent and know-how to achieve the TAP CPD goals. Each partner has strong background on working in and overseeing projects that have a multitude of stakeholders and target populations. The continued presence of these organizations (RSCCD and WestEd) and Key Talent (Sean and Angela) through the changing landscape of initiatives, grants, and collaborations, demonstrates the capacity to work effectively with a diverse group of people and an interest in continuing to be engaged in work that draws on collaboration and communications among a variety of perspectives. The shared expertise of its partners in conjunction with well-developed and firmly established project management procedures will ensure projects stay within budget and produce high-quality, timely deliverables. The table below provides a summary of the depth and breadth of skills each partner brings to the project.

	Angela Allison	Sean Glumace	RSCCD	WestEd
Content Area Knowledge				
California K-12, College, and University Systems	X	X	X	X
Legal and Policy Issues Regarding Career Pathways Initiatives	X	X	X	X
Career Pathways Development Processes and Activities	X	X	X	X
Career Pathways initiatives and research	X	X	X	X
Data systems (LaunchBoard, Cal-PASS Plus, CALPADS, CATEMA, etc.).	X	X	X	X
Professional Expertise				
Current or Former Community College CTE Dean	X			
Hands-on experience developing and implementing career pathways	X	X	X	X
Technical assistance for secondary and/or post-secondary educational programs.	X	X	X	X
Hosting interactive meetings, facilitating discussions, and making presentations.		X	X	X
Planning and Convening Large-scale in-person and virtual meetings	X	X	X	X
Engagement with diverse sets of stakeholders	X	X	X	X
Ability to recruit and engage subject matter experts	X		X	X
Written materials for local, regional, or SEA staff and policymakers	X	X	X	X
Written materials for practitioners	X	X	X	X
Advocacy and policy work	X	X	X	X
Technological Skills				
Digital media (websites, blogs, social media)	X	X	X	X
Virtual meetings/convening presentation and facilitation	X	X	X	X
Project management technology	X	X	X	X
Project Management Skills				
Organizational and project management	X	X	X	X
Written and oral communication	X	X	X	X

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT STAFF

Enrique Perez, J.D., RSCCD's Assistant Vice Chancellor of Educational Services, will serve as the TAP CPD Project Administrator. Mr. Perez is deeply familiar with Chancellor's Office Workforce and Economic Development programs, as the former

director of the Center for International Trade (10 years), and serving as the administrator for the Workplace Learning Resource Center, Center of Excellence, the Statewide Business Entrepreneurship Center, Statewide Faculty Entrepreneurship Program, OC Business Entrepreneurship Center, Youth Entrepreneurship Program, and more recently, the Sector Navigator ICT/Digital Media, the LA/OC DSN Retail/Hospitality/Tourism, the OC DSNs for ICT/Digital Media, Global Trade, and Small Business, and CTE Enhancement Fund. In addition to RSCCD's WED programs, Mr. Perez also oversees RSCCD's Resource Development Department (Grants Office), and works closely with the LA/OC Regional Consortium, and will be able to facilitate support and collaboration with these programs and services and the TAP CPD Team. In addition, RSCCD will assign a resource development coordinator, who will provide budget and program planning assists, process forms and documents required by the funder, and provide consultation on compliance, and an accountant, who will monitor project expenditures and complete financial reports.

1) RECRUITMENT AND RETENTION PRACTICES

Rancho Santiago Community College District is actively engaged in partnerships and collaborations in the region and the state for a diverse number of projects and planning efforts. This engagement enables the district to interact and work with a large and diverse group of professionals in education, non-profit organizations, industry, business organizations, and public agencies, which helps to identify individuals with the talent, knowledge and drive to lead strategic efforts. It was through such networks and activities that the partnership for proposed project came about. If one of the Key Talent members had to leave the partnership, we are confident we would be able to engage in targeted recruitment to find a person and facilitate a smooth transition into the project. We foster a collaborative, problem-solving approach to project management founded a team-based view of the work, trusting in the talents and strengths each individual brings to a project and working to coordinate what everyone brings to the table to achieve successful project implementation and achievement of objectives.

KEY TALENT

The two Key Talent members for this proposal—Angela Allison and Sean Glumace—will be allocated at 100% to the project, and are active and experienced in the local, regional, and statewide efforts at career pathway development.

2) QUALIFICATIONS

TAP CPD Project Director / Key Talent: Angela Allison is the interim Dean of CTE and Business at Golden West College, and currently leads Golden West College's

Biotech Design for the Medical Industry pathway. As a member of the Career Pathways Steering committee she regularly liaises with K-12 partners, regional colleges, and non-profit and industry partners to design regional structures for career pathways development aligned with priority and emerging sectors. Ms. Allison has extensive knowledge of K-12 and community college systems across the state, and has administered numerous successful grants and initiatives. Ms. Allison has provided guidance to secondary and college programs through oversight of related grant projects (Perkins CTEA, CTE Transitions), oversight of collaborative committees (High School CTE Outreach, Business/Industry Outreach, college's designated liaison to the high schools), and participation in collaborative projects (SB1070, AB86, OC Career Pathways Trust, CTE EF, Career Advancement Academy, C6-TAACCT Grant Steering Committee, Advanced Manufacturing Contract Education, RTF & JDIF workforce education grants, Title V Hispanic Serving Institutions grant, Professional Learning Community Leader, DSN committee meetings, CCCAOE Articulation Committee). She is also knowledgeable of data systems, including LaunchBoard Cal-PASS Plus and CATEMA. Her approach to management is boots-on-the-ground," concrete, and fosters a problem-solving, pragmatic approach with a clear focus on goals and objectives, while remaining flexible enough to adjust course if needed.

Currently Ms. Allison co-chairs the leadership committee for Orange County High School and Community College Professional Learning Communities. She was a key contributor to the first TAACCCT grant implementation and Educational Redesign in Basic Skills and Manufacturing in the Central Valley. From working with First Generation/Low Income High School students in the Inland Empire to advocating for rural migrant workers in the Central Valley, Angela has been an outstanding and outspoken advocate for student from all walks of life to seek an education as a means to brighter futures.

TAP CPD Co-Director / Key Talent: Sean Glumace is the faculty lead for the Career Technical Education Orange County Digital Media Arts Professional Learning Community providing professional development and workshops in the region for K-12 and Community College instructors. He has been a CTE digital media instructor at Golden West College for the past 13 years writing curriculum and certificate programs. He helped create and implement the concurrent enrollment program for 11-12 grades with the local feeder high schools and the implementation of the Adobe Certified Associate badging and certification program at the college. He was also nominated for the GWC Teacher of the Year Award in 2013 and is part of the web design faculty at Concordia University in Irvine, CA. Mr. Glumace is one of only 250 Adobe Education Leaders (AEL) for Higher Education world wide and is active in the White House's ConnectEd Initiative which is a \$2 billion+ effort from the private sector to deliver

creative tools and teachers professional development. He was recognized for these efforts as only one of three AEL's worldwide with the AEL Impact Award from in the Spring Quarter 2015. As part of this effort he has worked with local, state, and nation wide policy makers to advocate for creativity and the digital arts in education. Through these efforts he has created relationships statewide, including Northern California with the Deputy Sector Navigators, Colleges, high schools, and industry which is why the northern area is assigned to him as key talent. Mr. Glumace has been instrumental in facilitating conversations among partner colleges and high schools through out the state regarding the importance of alignment of core curricula and path and holds a Designated Subjects Credential in Digital Media arts for secondary (high school) and has created curriculum Common Core State Standards.

Mr. Glumace is highly knowledgeable of the community college articulation process from both high school and to the university system, and has experience establishing articulation agreements with private colleges and even out-of-state colleges, yielding improved transfer rates and even scholarship opportunities for students. He has led workshops and conferences to develop standards-based curricula that are used worldwide through the Adobe Ed Ex program and is a speaker at conferences like Infocomm MPICT, NAB, and NAMM on the subject of digital media design in education and pathway creation. Mr. Glumace has extensive experience with hosting interactive meetings, facilitating discussions and making presentations through a variety channels (online, workshops, conferences) to reach large audiences. Mr. Glumace brings an innovative, solution-oriented perspective that will be essential for leading the TAP CPD effort.

WESTED

WestEd is a preeminent educational research, development, and service organization with over 600 employees and 15 offices nationwide. WestEd has been a leader in moving research into practice by conducting research and development (R&D) programs, projects, and evaluations; by providing training and technical assistance; and by working with policymakers and practitioners at state and local levels to carry out large-scale school improvement and innovative change efforts. The agency's mission is to promote excellence, achieve equity, and improve learning for children, youth, and adults. In developing and applying the best available resources toward these goals, WestEd has built solid working relationships with education and community organizations at all levels, playing key roles in facilitating the efforts of others and in initiating important new improvement ventures.

WestEd integrates the use of communications, information technology, and multimedia resources into its programs and projects to improve and extend staff's ability to communicate with and educate students, teachers, and other clients. The integration of media technology includes the use of on-demand and high-volume printing, the Internet, email, video-based documentaries, and online professional development. To increase the agency's outreach, WestEd is also on Facebook, LinkedIn, and Twitter.

WESTED STAFF

June Bayha, has extensive experience in both Adult Education and Community College systems in California. She leads the statewide evaluation of California's Career Technical Education Pathways Initiative funded by the Chancellor's Office in collaboration with the CDE to improve linkages and career technical education pathways between high schools and community colleges for the benefit of students in both education systems. She has worked in adult schools, and brings deep knowledge of California large-scale student-level data systems; expertise in evaluation research including quantitative and qualitative methodologies; and over 18 years of supporting schools and communities to engage learners through career-focused strategies from SCANS to school-to-career to career technical education to 21st century skills and college/career readiness. Ms. Bayha has experience in collaborating with county offices of education, educational entities, business partners, and community-based agencies. Ms. Bayha has an M.A. in Public Policy from Johns Hopkins University.

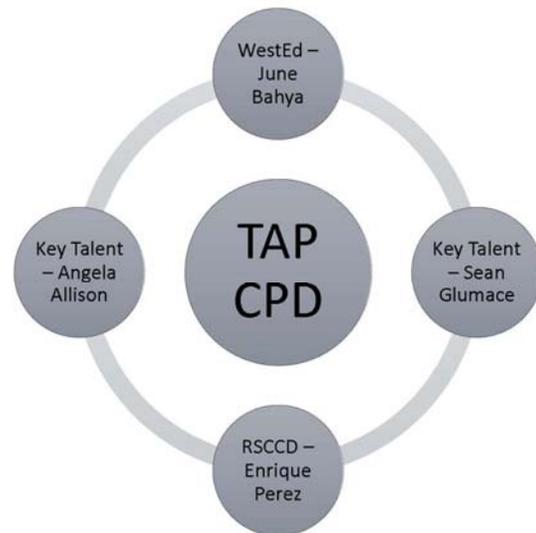
MULTIMEDIA EQUIPMENT, FACILITIES, AND RESOURCES

WestEd has communication resources that will be beneficial to the Key Talent Team's outreach and engagement efforts. WestEd's videoconference system includes both in-office room systems and the use of Vidyo conferencing software. The system can handle up to 50 connections across the agency at one time and include participants in both conference rooms and/or individual computers outside of WestEd. The agency utilizes extensive telecommunications facilities including an integrated voice messaging system with direct telephone dialing and data links among all WestEd offices. WestEd maintains an Avid video production suite and a second digital video production suite using a variety of equipment. Several programs are experienced in developing videos for training and dissemination purposes. Production is enhanced by working with partners and consultants who have expertise in innovative uses of technology, including CD-ROM production, and access to multimedia production equipment and other facilities. WestEd staff use videocassette recorders (VCRs), data projectors, video cameras, and audio equipment regularly in their work.

3. ADDITIONAL REQUIRED MANAGEMENT DOCUMENTATION

RSCCD will serve as the Fiscal Agent for the project, and will share its knowledge, experience and networks related to the Doing What Matters Framework with the partners to assist with identifying how to leverage existing structures and programs to achieve the TAP CPD work. As the fiscal agent, RSCCD will be responsible for reviewing and monitoring project implementation for compliance with the grant terms and conditions and approved project proposal, monitoring the sub-recipient (WestEd), and program reporting.

Organizational Chart



WestEd will be the host organization for the project, and will hire and provide project management assistance to the key talent. June Bayha will be in charge of overseeing and implementing the management plan for the entire project. As such, she is responsible for making certain that the work is of the highest quality, that deliverables arrive on or before schedule, and that the project stays within budget. Towards this end, WestEd's has several management procedures that will used on this project.

- Weekly Project Team Meetings. Team leadership and other key staff on the project will have weekly internal project meetings in order to determine if the project is progressing according to plan. Specifically, the team will discuss the progress of ongoing tasks, coordination of project work amongst staff, and possible solutions to any encountered or anticipated problems. These meetings will also be used to plan staff members' work on the project for the next several weeks. The frequency of these meetings allows schedule slippage, staffing conflicts, or potential cost overruns to be identified and corrected immediately.
- Monthly Staffing Reviews. Because WestEd personnel are assigned to multiple projects, coordinating assignments across projects is essential for assuring that project staff are not overburdened and that the quality or timeliness of any of WestEd's projects is not negatively impacted. Therefore, on a monthly basis, the CCPT-TAP will review and adjust staffing projections for the following three months

so that any competing demands for individual staff and potential work overloads can be promptly recognized and mitigated. This strategy will allow staff to be used where they most needed for particularly labor-intensive tasks or for tasks that require their specific expertise.

- **Quarterly Planning Meetings.** WestEd will monitor the project through monthly status reports produced by Key Talent teams and other sources. Quarterly, the complete project team will meet to progress on all major project tasks, projected completion dates of tasks, and recently incurred and projected expenditures. The meeting will also be used to anticipate and resolve any possible upcoming issues with the project. These quarterly planning meetings will ensure sufficient forward-planning to execute the agreed upon scope of work on time and within budget.

The key talent will work as a team on program design, implementation and decision-making, will be primarily responsible for implementation of the work plan, and will work closely with WestEd to leverage their data and research expertise and work collaboratively with LaunchBoard, also hosted at WestEd. To ensure sufficient coverage and support for the colleges, Sean Glumace will be dedicated to the northern part of the state, and Angela will cover the southern part of the state (see Coverage Map below).

KEY TALENT STATE COVERAGE MAP





1300 S. Bristol Street, Santa Ana, CA 92704

www.dmc-works.com

March 4, 2015

Dr. Raúl Rodríguez, Chancellor
Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706

Dear Chancellor Rodríguez,

I am pleased to write this letter, expressing my full support of Rancho Santiago Community College District's Technical Assistance Providers for Career Pathways Design proposal. The key talent team of Angela Allison and Sean Glumace possess the qualities and qualifications necessary to meet the structural support, strategic learning, community of practice, and technical assistance needs of Career Technical Education Pathways (SB 1070) grantees.

Angela Allison, Interim-Dean of Career/Technical Education at Golden West College and Sean Glumace, graphic designer and Digital Media instructor, share decades of experience working as educators and administrators of career and technical education programs. Not only do they have hands-on experience developing and implementing career pathways, content area knowledge, professional expertise, and technological skills, but they work in partnership with WestEd, a preeminent education research, development, and service organization. WestEd will be the project management partner, providing frameworks and support for effective and timely implementation of work plans and initiatives within the context of the TAP-CTE program, as well as assistance in data dissemination of best practices and other significant contributions from CTE Pathways participants.

As a Deputy Sector Navigator under the Doing What Matters framework for Jobs and the Economy, I serve as an in-region contact for the ICT/Digital Media sector in Orange County, working with the region's colleges and employers to create curriculum alignment and deliver on workforce training and career pathways.

I am confident that the Rancho Santiago Community College District's proposal team of Angela Allison and Sean Glumace, with WestEd as a project management and data dissemination partner, will provide the support, resources, and leverage our community college and K-12 partners need to create sustainable, innovative, and effective career pathways and educational opportunities for the future workforce of California.

Sincerely,

A handwritten signature in black ink, appearing to read 'Gustavo Chamorro', with a stylized flourish at the end.

Gustavo Chamorro
Deputy Sector Navigator, ICT/Digital Media
Rancho Santiago Community College District



WEST HILLS

COMMUNITY COLLEGE DISTRICT

Robert Pimentel
Associate Dean of Student Learning
West Hills College Coalinga
www.westhillscollge.com/coalinga

West Hills College Coalinga West Hills College Lemoore North District Center, Firebaugh Naval Air Station, Lemoore

February 16, 2015

Dr. Raúl Rodríguez, Chancellor
Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706

Dear Chancellor Rodríguez,

I am pleased to write this letter expressing my full support of Rancho Santiago College's Technical Assistance Providers (TAPs) for Career Pathways Design proposal. The key talent team of Angela Allison and Sean Glumace possess the qualities and qualifications necessary to meet the structural support, strategic learning, community of practice, and technical assistance needs of Career Technical Education (CTE) Pathways (SB 1070) grantees.

Angela Allison, Interim-Dean of Career/Technical Education at Golden West College and Sean Glumace, graphic designer and Digital Media teacher share decades of experience working as educators and administrators of career and technical education programs. Both have hands-on experience developing and implementing career pathways, content area knowledge, professional expertise, and technological skills needed to make this project valuable to your communities. The partnership with WestEd, a preeminent education research, development, and service organization, will allow this project to be a data driven project that demonstrate results. WestEd will be the project management partner, providing frameworks and support for effective and timely implementation of work plans and initiatives within the context of the TAP-CTE program as well as assistance in data dissemination of best practices and other significant contributions from CTE Pathways participants.

As the Lead Consortium College for the C6 TAACCCT Grant Project, I am confident that Rancho Santiago College's team will produce the results needed to create sustainable, innovative, and effective career pathways and educational opportunities for the future workforce of California.

Sincerely,

Robert Pimentel, MSW
Associate Dean of Student Learning
West Hills College Coalinga
559-934-2793
robertpimentel@whcd.edu



Health Workforce Initiative

Golden West College

15744 Golden West Street P.O. Box 2748 Huntington Beach, CA 92647-2748
Phone – 714-895-8975 FAX – 714-895-8976

March 2, 2015

Raúl Rodríguez, Ph.D. Chancellor
Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706

Dear Chancellor Rodríguez,

As the Director of Health Workforce Initiative/ Deputy Sector Navigator-Health for Orange County, I am pleased to support the Rancho Santiago College's Technical Assistance Providers for Career Pathways Design proposal. The key talent team of Angela Allison and Sean Glumace possess the qualities and qualifications necessary to meet the structural support, strategic learning, community of practice, and technical assistance needs of Career Technical Education Pathways (SB 1070) grantees.

The Health Workforce Initiative (HWI) is a grant supported program funded through the CA Community College Chancellor's Office Economic and Workforce Development Department. HWI specializes in facilitating partnerships with employers and educators, provides incumbent worker training and provides faculty development workshops.

I am confident that Rancho Santiago College's team of Angela Allison and Sean Glumace, with WestEd as a project management and data dissemination partner will provide the support, resources, and leverage our community college and K-12 partners need to create sustainable, innovative, and effective career pathways and educational opportunities for the future workforce of California.

Thank you so much for the opportunity to support your program through this letter of support. I look forward to supporting this effort over the life of the grant and beyond.

Sincerely,

A handwritten signature in black ink that reads "Dr. Laurie Sienkiewicz". The signature is fluid and cursive.

Laurie Sienkiewicz, DNP, RN, ONC
Director Health Workforce Initiative
Deputy Sector Navigator

Funded by California Community College Chancellor's Office Economic and Workforce Development Program to promote the advancement of California's health care workforce through quality education and services.



Building the future through quality education

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Santa Ana College • Santiago Canyon College

February 16, 2015

Dr. Raúl Rodríguez, Chancellor
Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706

Dear Chancellor Rodríguez,

I am pleased to write this letter, expressing my full support of Rancho Santiago Community College District's Technical Assistance Providers for Career Pathways Design proposal. The key talent team of Angela Allison and Sean Glumace possess the qualities and qualifications necessary to meet the structural support, strategic learning, community of practice, and technical assistance needs of Career Technical Education Pathways (SB 1070) grantees.

Angela Allison, Interim-Dean of Career/Technical Education at Golden West College and Sean Glumace, graphic designer and Digital Media teacher share decades of experience working as educators and administrators of career and technical education programs. Not only do they have hands-on experience developing and implementing career pathways, content area knowledge, professional expertise, and technological skills, they are partnered by WestEd, a preeminent education research, development, and service organization. WestEd will be the project management partner, providing frameworks and support for effective and timely implementation of work plans and initiatives within the context of the TAP-CTE program as well as assistance in data dissemination of best practices and other significant contributions from CTE Pathways participants.

As a Deputy Sector Navigator for the Chancellor's Offices Workforce and Economic Development Division, I serve as an in-region contact for the Global Trade & Logistics sector, working with the region's colleges and employers to create alignment around and deliver on workforce training and career pathways.

I am confident that Rancho Santiago Community College District's team of Angela Allison and Sean Glumace, with WestEd as a project management and data dissemination partner will provide the support, resources, and leverage our community college and K-12 partners need to create sustainable, innovative, and effective career pathways and educational opportunities for the future workforce of California.

Sincerely,

Lynn Stewart
Deputy Sector Navigator – Global Trade & Logistics
Rancho Santiago Community College District

BOARD OF TRUSTEES:

Claudia C. Alvarez • Arianna P. Barrios • John R. Hanna • Lawrence R. "Larry" Labrado • Jose Solorio • Nelida Mendoza Yanez • Phillip E. Yarbrough

CHANCELLOR:

Raúl Rodríguez, Ph.D.



**The Information and Communication
Technologies & Digital Media**
Sector Navigation Team
CALIFORNIA COMMUNITY COLLEGES

February 26, 2015
Dr. Raúl Rodríguez, Chancellor
Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706

Dear Chancellor Rodríguez,

I am pleased to write this letter, expressing my full support of Rancho Santiago College's Technical Assistance Providers for Career Pathways Design proposal. The key talent team of Angela Allison and Sean Glumace possess the qualities and qualifications necessary to meet the structural support, strategic learning, community of practice, and technical assistance needs of Career Technical Education Pathways (SB 1070) grantees.

Angela Allison, Interim-Dean of Career/Technical Education at Golden West College and Sean Glumace, graphic designer and Digital Media teacher share decades of experience working as educators and administrators of career and technical education programs. Not only do they have hands-on experience developing and implementing career pathways, content area knowledge, professional expertise, and technological skills, they are partnered by WestEd, a preeminent education research, development, and service organization. WestEd will be the project management partner, providing frameworks and support for effective and timely implementation of work plans and initiatives within the context of the TAP-CTE program as well as assistance in data dissemination of best practices and other significant contributions from CTE Pathways participants.

As a Deputy Sector Navigator for the Chancellor's Offices Workforce and Economic Development Division, I serve as an in-region contact for the ICT & Digital Media sector, working with the region's colleges and employers to create alignment around and deliver on workforce training and career pathways.

I am confident that Rancho Santiago College's team of Angela Allison and Sean Glumace, with WestEd as a project management and data dissemination partner will provide the support, resources, and leverage our community college and K-12 partners need to create sustainable, innovative, and effective career pathways and educational opportunities for the future workforce of California.

Sincerely,

Myron Curtis

Deputy Sector Navigator, ICT & digital Media
Far North Regional Consortium
Butte College Skyway Center
2480 Notre Dame Blvd.
Chico, Ca 95928
(530) 892-3065
curtismy@butte.edu



**The Information and Communication
Technologies & Digital Media**
Sector Navigation Team
CALIFORNIA COMMUNITY COLLEGES



Doing What MATTERS™
FOR JOBS AND THE ECONOMY

March 3, 2015

Dr. Raúl Rodríguez, Chancellor
Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706

Dear Chancellor Rodríguez,

I am pleased to write this letter, expressing my full support of Rancho Santiago College's Technical Assistance Providers (TAPs) for Career Pathways Design proposal. The key talent team of Angela Allison and Sean Glumace possess the qualities and qualifications necessary to meet the structural support, strategic learning, community of practice, and technical assistance needs of Career Technical Education (CTE) Pathways (SB 1070) grantees.

Angela Allison, Interim-Dean of Career/Technical Education at Golden West College and Sean Glumace, graphic designer and Digital Media teacher share decades of experience working as educators and administrators of career and technical education programs. Not only do they have hands-on experience developing and implementing career pathways, content area knowledge, professional expertise, and technological skills, they are partnered by WestEd, a preeminent education research, development, and service organization. WestEd will be the project management partner, providing frameworks and support for effective and timely implementation of work plans and initiatives within the context of the TAP-CTE program as well as assistance in data dissemination of best practices and other significant contributions from CTE Pathways participants.

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Sincerely,

Sandy Jones
ICT/DM Deputy Sector Navigator under
California Community College Chancellor's Office



ABC Unified School District

16700 Norwalk Boulevard, Cerritos, CA 90703 (562) 926-5566

BOARD OF EDUCATION
 Olympia Chen • Lynda Johnson
 James Kang • Maynard Law • Armin Reyes
 Celia Spitzer • Sophia Tse

Superintendent
Dr. Gary Smuts



February 26th, 2015

Dr. Raúl Rodríguez, Chancellor
 Rancho Santiago Community College District
 2323 North Broadway
 Santa Ana, CA 92706

Dear Chancellor Rodríguez,

I am pleased to write this letter, expressing my full support of Rancho Santiago College's Technical Assistance Providers (TAPs) for Career Pathways Design proposal. The talent and drive of Sean Glumace proves that he possess the qualities and qualifications necessary to meet the structural support, strategic learning, community of practice, and technical assistance needs of Career Technical Education (CTE) Pathways (SB 1070) grantees.

Sean Glumace has been a godsend to us here at Gahr High School in Cerritos. We are the only California Partnership Academy in our district and have worked with many of our local community colleges to build partnerships. With out avail, many of those connections have fallen short. Sean has been a pleasure to work with and because of him we have been given many opportunities that we have never had. In less than a month, Sean has sat on our Advisory team and guided us through dual-enrollment, pathway day, professional development for teachers and we are currently in the articulation process with Golden West College. Beyond this, he has put us in contact with two graphic design professors who are working with our Sophomore and Junior class to develop their digital literacy in the Adobe Suite. Not only is Sean professional & knowledgeable in this field, but he has a great work ethic and drive that is beyond measure.

I am confident that Rancho Santiago Community College District's team of Sean Glumace and Angela Allison, with WestEd as a project management and data dissemination partner will provide the support, resources, and leverage our community college and K-12 partners need to create sustainable, innovative, and effective career pathways and educational opportunities for the future workforce of California.

Sincerely,

Kerry Grover
 Director and Lead Teacher
 Arts Technology Academy
 Richard Gahr High School

Gahr High School

11111 Artesia Blvd., Cerritos, CA 90703 • (562) 926-5566 • Fax (562) 924-8136



HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT

5832 Bolsa Avenue • Huntington Beach, California 92649
(714) 903-7000 FAX (714) 372-8105

Board of Trustees:
Bonnie Castrey
Duane Dishno
Susan Henry
Kathleen Iverson
Michael Simons

Gregory S. Plutko, Ed.D., Superintendent of Schools

February 23, 2015

Dr. Raúl Rodríguez, Chancellor
Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706

Dear Chancellor Rodríguez,

As the CTE Facilitator for the Huntington Beach Union High School District and a Digital Media Teacher at Marina High School, I am writing a letter of support for Rancho Santiago College's Technical Assistance Providers for Career Pathways Design proposal. The two CTE experts Angela Allison and Sean Glumace possess the qualities and qualifications necessary to meet the structural support, strategic learning, community of practice, and technical assistance needs of Career Technical Education Pathways (SB 1070) grantees.

Angela Allison, Interim-Dean of Career/Technical Education at Golden West College and Sean Glumace, graphic designer and Digital Media teacher have decades of experience working as educators and administrators of career and technical education programs. They have worked diligently developing and implementing career pathways for our District and the surrounding Districts and they have united the HBUHSD teachers with the Golden West College Staff. We have more articulations in place with Golden West than any other College. In addition to their content area knowledge, professional expertise, and technological skills, they are partnered by WestEd, a preeminent education research, development, and service organization. WestEd will be the project management partner, providing frameworks and support for effective and timely implementation of work plans and initiatives within the context of the TAP-CTE program as well as assistance in data dissemination of best practices and other significant contributions from CTE Pathways participants. I am confident that Rancho Santiago College's team of Angela Allison and Sean Glumace, with WestEd as a project management and data dissemination partner will provide the support, resources, and leverage our community college and K-12 partners need to create sustainable, innovative, and effective career pathways and educational opportunities for the future workforce of California.

Sincerely,

Marilyn Cunneen
HBUHSD CTE Facilitator
CTE Teacher Marina High School

Our mission is to ensure all students learn and achieve to their maximum potential in a supportive and innovative environment that develops creative, responsible and productive individuals prepared to meet the challenges of the future.



February 16, 2015

Dr. Raúl Rodríguez, Chancellor
Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706

Dear Chancellor Rodríguez,

I am pleased to write this letter, expressing my full support of Rancho Santiago College's Technical Assistance Providers (TAPs) for Career Pathways Design proposal. The key talent team of Angela Allison and Sean Glumace possess the qualities and qualifications necessary to meet the structural support, strategic learning, community of practice, and technical assistance needs of Career Technical Education (CTE) Pathways (SB 1070) grantees.

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Sincerely,

A handwritten signature in black ink that reads "Julie Gonick".

Julie Gonick
Director of Enrollment and Field Recruitment
NewSchool of Architecture & Design
1249 F Street | San Diego, CA 92101 | Office: (619) 684-8841



RED DIGITAL CINEMA

34 Parker | Irvine, CA 92618 | 949.206.7900 | Red.com

February 23, 2015

Dr. Raúl Rodríguez, Chancellor
Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706

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Sincerely,

	<p>Nick Watkins Road Warrior</p> <p>RED DIGITAL CINEMA WWW.RED.COM</p>	<p>Phone: +1 949 206 7900 Ext: 7846 Email: nick.watkins@red.com Fax: +1 949 206 7990</p>
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February 16, 2015

Dr. Raúl Rodríguez, Chancellor
Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706

Dear Chancellor Rodríguez,

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Sincerely,



Josh Friedman
Owner | One Zero Digital Media

Marshall Electronics

1910 East Maple Avenue, El Segundo, CA 90245 • Toll Free: 1-800-800-6608 • Tel: (310) 333-0606 • Fax: (310) 333-0688

March 3, 2015

Dr. Raúl Rodríguez, Chancellor
Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706

Dear Chancellor Rodríguez,

I am pleased to write this letter, expressing my full support of Rancho Santiago College's Technical Assistance Providers (TAPs) for Career Pathways Design proposal. The key talent team of Angela Allison and Sean Glumace possess the qualities and qualifications necessary to meet the structural support, strategic learning, community of practice, and technical assistance needs of Career Technical Education (CTE) Pathways (SB 1070) grantees.

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Sincerely,

Perry Goldstein

Perry Goldstein
Director Of Sales & Marketing
Marshall Electronics



excellence in research, development, and service

February 17, 2015

Dr. Raúl Rodríguez, Chancellor
Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706

RE: *Technical Assistance Providers (TAPs) for Career Pathways Design*

Dear Chancellor Rodríguez,

On behalf of Project Director June Bayha, WestEd is pleased to provide this letter of commitment to Rancho Santiago Community College District (RSCCD) for the *Technical Assistance Providers (TAPs) for Career Pathways Design* proposal to the Chancellor's Office, California Community Colleges.

WestEd is a preeminent educational research, development, and service organization with 600 employees and 15 offices nationwide. WestEd has been a leader in moving research into practice by conducting research and development (R&D) programs, projects, and evaluations; by providing training and technical assistance; and by working with policymakers and practitioners at state and local levels to carry out large-scale school improvement and innovative change efforts. In developing and applying the best available resources toward these goals, WestEd has built solid working relationships with education and community organizations, playing key roles in facilitating the efforts of others and in initiating important new improvement ventures. We have a long-standing commitment to the field of education at all levels and a combined experience base of 49 years of educational leadership. Additionally, we have substantial qualifications in the technical areas called for in a project of this scope, and we bring to this effort our understanding, sensitivity, and commitment.

WestEd is a result of a Joint Powers Agreement (JPA) between Far West Laboratory for Educational Research and Development (FWL) and Southwest Regional Laboratory (SWRL) dated December 1, 1995. Both parent agencies were originally formed under JPAs in 1966. Both FWL and SWRL come under the signature authority of the states of California, Arizona, Nevada, and Utah. As a Joint Powers Agency, WestEd has been determined by the IRS to be a public agency exempt from income taxes under Section 115 (1) of the Internal Revenue Code of 1954, (EIN 94-3233542).

WestEd's Health and Human Development Program has worked in close collaboration with the Chancellor's Office and community colleges statewide for the past nine years to track K-12 and community college workforce training activities and outcomes in its role as evaluator for SB70 (the Career Technical Education Pathways Initiative), and has served as project manager for the LaunchBoard (the Chancellor's Office statewide

accountability dashboard for workforce programs), and as co-convenor of the Workforce Credential Coalition (which is securing third-party credential data to include in accountability reporting). The organization is uniquely positioned to examine underlying data compatibility issues, facilitate intersegmental data sharing opportunities, and document key areas of work and possible strategies that could be used to comply with new regulations.

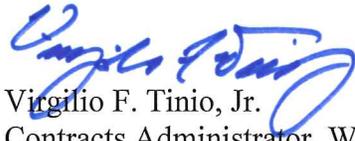
WestEd understands the nature of this project and is committed to this work for the duration of the project. We understand that as a partner we would work with RSCCD and the identified two-person key talent team of technical assistance providers for Career Pathways Design to provide the following:

- Support efforts to recommend legislative and regulatory policies and procedures;
- Identify and disseminate best practices that will improve Career Pathways statewide;
- Provide leadership, guidance, and technical assistance at the local, regional, and state level in order to expand and improve Career Pathways from middle and high schools to community college programs and promote student success, as needed.
- Provide support to the two-person key talent team to
 - Supply structural support and serve as the first point of contact for aligning the California Career Pathways programs with the Doing What Matters for Jobs and the Economy Framework among other related tasks;
 - Engage in strategic learning that keeps them abreast of all in-state and national Career Pathways work/research and statewide data collection strategies;
 - Foster the Career Pathways Community of Practice to make peer-to-peer connections, collectively troubleshoot problems, engage in joint planning and share resources, lessons learned, and promising practices;
 - Provide direct technical assistance to CTE Pathways Program grantees to support their Career Pathways work;
 - Generate shared knowledge in order to document and share information about the challenges and promising practices related to Career Pathways design and implementation.
- Be thought partners with RSCCD and the two-person key talent team to provide technical assistance, expertise from lessons learned and research to support the TAPs in their Career Pathways Design efforts.
- Assist in completion of all reporting requirements and provide data summaries and data reporting.

If you have any technical questions regarding this proposed work, please contact June Bayha at 858.837.1360 or via email at jbayha@wested.org. For contractual questions, please contact the Contracts Management Department at 415.615.3136 or via email at contracts@wested.org.

On behalf of the Health and Human Development Program, WestEd is pleased to provide this letter of support and commitment. We look forward to working with Rancho Santiago Community College District and the two-person key talent team on the Technical Assistance Providers for Career Pathways Design project.

Regards,



Virgilio F. Tinio, Jr.
Contracts Administrator, WestEd

cc: June Bayha, Health & Human Development Program, WestEd
Q-00037326

DISSEMINATION

RSCCD and WestEd have highly regarded outreach and information services that disseminate research and development projects to a broad range of audiences. In planning dissemination, the project team recognizes that different audiences need information distilled and presented in different ways. Likewise, different kinds of information require different approaches to dissemination.

WestEd actively engages education practitioners and policymakers through various sources, including ongoing mailings and online postings of educational news and resources. The agency also conducts regular media outreach to education- and policy-related newsletters, magazines, and websites as well as to national and regional print and broadcast outlets.

For the purposes of the TAP grant, the project team plans to leverage the following channels to disseminate findings and work products:

- Conferences and Regional Meetings. An advantage of disseminating information at conferences is that they can include a collection of related presentations—by practitioners as well as researchers—and time for interaction through discussions or presentations, followed by question-and-answer sessions. Information can be shared formally—in sessions—as well as informally—between participants. Conferences like the CCCAOE conference and regional sector trainings provide just such opportunities to collaboration and disseminate deliverables and work products.
- Webinars. WestEd provides webinar and production services to facilitate synchronous group interactions online. Webinars bring important content and expertise directly to educators across the country and around the world at very little cost. Webinars can accommodate small groups of participants to allow for maximum interactivity around a certain topic or concept, or involve hundreds of participants to maximize reach and dissemination of information. Webinars can also be archived for later reference. So as to ensure the greatest number of people may participate in regional meetings, the TAP team will make webinar services available as is appropriate for all of its scheduled regional meetings.
- CTE Central. Made possible by the Career Technical Education (CTE) Pathways Initiative, CTE Central provides a resource for those interested in implementing comprehensive CTE programs to access information, resources, and tools in one location. The team plans maintain a repository of materials, calendar of events, as well as a blog on CTE Central, to which interested parties may subscribe to receive the most up-to-date information about project activities available, emailed directly to their inboxes.

- Practices with Promise eShowcase. Finally, as a component part of the team's Quarterly Planning Meetings, the team will identify the very best of the work completed during the previous quarter for possible submission to the Practices with Promise eShowcase, with the goal of submitting materials at least once per quarter, if not more frequently.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: July 20, 2015
Re: Approval of Agreement between RSCCD and TD Testing	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District (RSCCD) Corporate Training Institute (CTI) provides students, and the community, opportunities to prepare and test for licensure and certification through various industry- and state-approved exams administered in the ACT Center. RSCCD/CTI currently partners with Educational Testing Service, Pearson, Comira and ACT, Inc. to administer exams and would like to launch a partnership with TD Testing to offer certification for federal and state government jobs, such as TSA positions at the airports and for the United States Postal Service.

ANALYSIS

Under this contract agreement, TD Testing will provide services for online registration and collection of fees from test takers for the administration of tests at the RSCCD Corporate Training Institute. RSCCD/CTI will receive compensation for each test administered, per the enclosed agreement on a monthly basis. Term of agreement begins on August 1, 2015.

RECOMMENDATION

It is recommended that the Board approve this contract 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: Compensation from TD Testing of approx. \$1,500 annually.	Board Date: July 20, 2015
Prepared by: Ruth Cossio-Muniz, Director, Corporate Training Institute and ACT Center	
Submitted by: Enrique Perez, J.D., Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

TD Testing Delivery Center Services Agreement

THIS SERVICES AGREEMENT ("Agreement") is made and entered into as of the **1st of August 2015**, (the "Effective Date"), by and between TD Testing Inc, ("TDT"), and Rancho Santiago Community College District – Corporate Training Institute ("RSCCD-CTI")

Preliminary Statements

TDT is in the business of providing, among other things, internet-based testing, assessment and survey delivery services. RSCCD-CTI has agreed to provide facilities and administer the TDT Testing Program for and on behalf of TDT or TDT clients, pursuant to the terms and subject to the conditions of this Agreement.

Agreement

In consideration of the mutual covenants, promises and undertakings set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, TDT and RSCCD-CTI agree as follows:

1. Administration Services. RSCCD-CTI is not required to guarantee any specific seating and or testing dates to TDT. This arrangement is based on the availability RSCCD-CTI may or may not have available when approached by TDT. Conversely TDT does not guarantee any proposed usage or volume of testing to RSCCD-CTI. TDT will make its best effort to funnel testers through the RSCCD-CTI center and RSCCD-CTI will make its best effort to provide seats when requested.

2. Liaisons.

(a) RSCCD-CTI shall provide at least one (1) RSCCD-CTI employee to act as the administrative liaison or proctor to TDT in connection with the performance of all Administration Services (the "Administrative Liaison"). The Administrative Liaison shall oversee the implementation, scheduling, and technical maintenance of all Administration Services. The Administrative Liaison must be approved by TDT, which approval shall not be unreasonably withheld, conditioned or delayed. This approval is provided after completing online training session which provides certification on the TDT process.

(b) RSCCD-CTI understands that a primary proctor and backup proctor are required in order to participate in scheduling and providing testing for TDT. Only one proctor is necessary during any and each testing session but in the event of an unexpected absence of the primary proctor TDT requires that each site have a backup in order to avoid cancellation of any sessions prearranged and agreed to by RSCCD-CTI. Cancellation of testing sessions by RSCCD-CTI that have scheduled testers booked into the scheduler without a 14 day notice is to be avoided if at all possible. TDT realizes that emergencies can come up that can create unavoidable interruptions however we require RSCCD-CTI to make a best effort to avoid these interruptions

3. Support. TDT shall make available technical support to RSCCD-CTI in connection with the performance of the Administration Services at the following times: Monday-Saturday 7:30 am – 11:00 pm EST. In addition, TDT shall make available after hours Tech Support that will include 24 hours a day, 7 days a week. TDT shall furnish written

documentation of Administration Services protocols and provide training as is reasonably required to assist RSCCD-CTI employees in implementing and maintaining the integrity and efficiency of the Administration Services in accordance with Attachment II. TDT retains the right to perform onsite training or quality assurance audits, at its discretion, for any TDT Testing Center facility with notice.

4. Further Requirements. Each Testing Facility shall meet or exceed the "TDT Testing Centers Standards" as provided in Attachment III, in order to continue in the TDT Testing partnership, as well as the following requirements:

(a) Each Testing Facility shall meet or exceed the "TDT System Requirements" as provided in Attachment IV.

(b) Prior to performing the Administration Services, a Proctor shall participate in a training session sponsored by TDT and focused on Administration Services protocols. Each Proctor will be required to undergo re-training of Administration Services protocols every six (6) months from the date of original training. Subsequent re-training after initial first time web-ex session will be a web based test and serve as renewal of certification provided scores achieved are 90% or above. Otherwise the proctor requirement will include a web-ex session for renewal.

(c) Each Proctor shall verify photo identification, actively monitor the Administration Services and Testing Facility, and otherwise execute all Administration Services protocols consistent with the highest professional standards.

(d) Each Proctor and Testing Facility shall be equipped to offer special disability accommodation sessions and equipment supports in compliance with federal law.

5. Scheduling. RSCCD-CTI agrees that Customers, (testers), shall be able to cancel or re-schedule appointments up to 24 hours prior to the scheduled Administration Services with no fees assessed to TDT. Cancellations less than 24-hours prior to the scheduled Administration Services shall be considered "no shows". No shows will be billed at a rate detailed in Attachment I. No show payment would also apply to any individual customer who is turned away due to improper Identification.

6. Non-Solicitation. During the term of this Agreement and for a Two (2) year period immediately thereafter, RSCCD-CTI shall not, directly or indirectly, as an entity or on behalf of any other individual, or business organization (a) call upon, solicit, contact, or provide services to TDT partners and relationships that directly compete with the products and services covered under this agreement Attachment I, (TSA and Customs Border Patrol, and any other testing and assessment opportunities brought forth by TDT). This non-solicitation is applicable to only test delivery opportunities brought to RSCCD-CTI by TDT during the term of the relationship

7. Payment Terms and Processing. Access to all monthly testing detail will be available through an approved proctor on line testing console and available to RSCCD-CTI. TDT shall pay RSCCD-CTI within Thirty (30) days of end of month, unless otherwise provided in writing by the parties.

Administration Services are deemed satisfactorily completed and payable when all Administration Services protocols have been met.

In the event TDT's account is past due, RSCCD-CTI shall have the right to put TDT on credit hold and suspend further services until TDT's account is current. Any past due amounts shall bear interest at the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law.

In the event this Agreement is terminated with or without cause, TDT shall, as full consideration to which RSCCD-CTI shall be entitled, make payment to RSCCD-CTI for the Administration Services satisfactorily completed as of the date of termination, and TDT shall have no further obligations to RSCCD-CTI.

8. Assignment. In the event that TDT is merged with or acquired by another entity, or RSCCD-CTI is merged with or acquired by another entity, the terms and conditions of this Agreement are wholly assignable, such assignment not to be unreasonably withheld by either party. The rights and duties so assigned will bind and inure to the benefit of its successors and assigns.

9. Governing Law and Choice of Forum. In the event of any dispute under this Agreement, the laws of the State of Texas shall govern the validity, performance, enforcement, interpretation and any other aspect of this Agreement. The parties expressly agree that any and all actions concerning any dispute arising under this Agreement shall be filed and maintained only in a state or federal court of competent jurisdiction sitting in Denton County, Texas.

If to TDT, to: 1165 S. Stemmons Suite 108 Lewisville TX 75067

If to RSCCD-CTI, Rancho Santiago CCD Corporate Training Institute 2323 N. Broadway Suite 328 Santa Ana, CA 92706

10. Testing Facilities. RSCCD-CTI understands that no testing events will begin prior to a TDT checklist being completed and approved and a primary and back proctor have been certified.

11. Relationship of Parties. This Agreement does not constitute a contract of employment. TDT and RSCCD-CTI intend and agree that RSCCD-CTI shall serve as an independent contractor, and that individuals providing Administration Services under this Agreement are employees of RSCCD-CTI.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

"TDT"

"RSCCD-CTI"

TD Testing Inc.

Rancho Santiago CCD - Corporate Training Institute

By: _____
Susan Ramey
Director of Business Development

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

Attachment I

TDT-Contracted Proprietary Client Tests Except for USPS

TDT agrees to compensate RSCCD-CTI for delivery of the TDT-Contracted Proprietary Client tests at the following rates for each proctored testing session block as identified hereafter:

*No show rates apply to No Shows, Late Cancels within 24 hours of schedule test date/time and Improper ID releases.

Late Cancel Payments are made if less than 24 hour notice

	Length	show	no show
ALL TESTING	1.0 hours	\$7.50	\$3.75
	1.5 hours	\$10.00	\$5.00
	2.0 hours	\$12.50	\$6.25
	2.5 hours	\$15.00	\$7.50
	3.0 hours	\$17.50	\$8.75
	3.5 hours	\$20.00	\$10.00
	4.0 hours	\$22.50	\$10.00
	4.5 hours	\$25.00	\$10.00
	5.0 hours	\$27.50	\$10.00
	5.5 hours	\$30.00	\$10.00
	6.0 hours	\$32.50	\$10.00
	6.5 hours	\$35.00	\$10.00
	7.0 hours	\$37.50	\$10.00
	7.5 hours	\$40.00	\$10.00
	8.0 hours	\$42.50	\$10.00

USPS Pricing Guide – as of January 31st, 2015

Exam numbers	Duration of exam	Completed Rate	No-Show Rate
712, 713, 714, 715, 718	30 minutes	\$3.25	\$1.75
473, 916	60 minutes	\$6.50	\$3.25
630, 710, 720, 725, 730, 943, 945	90 minutes	\$8.00	\$4.00
955	100 minutes	\$8.25	\$4.50
741, 744	240 minutes	\$20.00	\$10.00

Attachment II

Service Level Agreement

TDT is committed to providing you, our valued partner, with superior service and support. Our Service Level Agreement (SLA) provides security, service, support, uptime and performance standards to our customers and partners alike.

Security

TDT will never make identifying data about you or your firm available to any third party unless approved in writing. TDT ensures the privacy of your data by utilizing industry best-practices for security such as password protection, data encryption, and secure networks. TDT ensures the safety of your data by making regular nightly backups for disaster recovery purposes. Data is stored using Microsoft SQL Server file servers. Components of the system, where technically feasible, are redundant and fault tolerant for TDT's operations.

Service and Support

TDT will broker support Monday-Saturday 7:30 am – 11:00 pm EST via telephone and e-mail customer service to you to assist in resolving problems, obtaining clarification relative to our services or partnership, and for reporting of suspected defects or errors in our services. Additional after hours support will be available 24 hours a day, 7 days a week. TDT will diligently work for the prompt resolution of defects and errors in our services, and will respond to you by using a dedicated contact telephone number or e-mail address for each support call.

Attachment III

TDT Testing Center Standards

Participation agreements also require TDT Testing Centers to meet a set of standards related to layout, security, and environment as listed in our initial checklist. With respect to structural issues, a TDT Testing Center can be located within an educational or commercial space. The testing room must be sufficiently insulated to prevent the sound of conversations and other distractions from penetrating the high-stakes testing room. This typically requires insulation in the walls, ceilings, and doors. A quiet environment is of the utmost importance to TDT clients.

The building that houses the center should be easily reached by various forms of local transportation appropriate to the geographic region, including public transportation and major highways. The building must also comply with the accessibility standards of the Americans with Disabilities Act. Rest rooms must be located on the same floor as the testing room.

The building housing the TDT Testing Center must be heated or air conditioned as appropriate during all hours of center operation, including evenings and weekends if used for testing during these times.

Handicapped parking spaces must be located adjacent to the building housing RSCCD-CTI Testing Center and must be available to RSCCD-CTI customers. The parking lot, sidewalk, and entrance to RSCCD-CTI Testing Center must be well lit and reasonably free from physical hazards. In addition, the interior of RSCCD-CTI Testing Center must also be safe and reasonably free from hazards that could harm RSCCD-CTI Testing Center customers.

Site staff

Each center must have at least one RSCCD-CTI Testing Center-certified staff person available to proctor candidates while testing is being conducted.

Test site hardware

All testing workstations are provided by the TDT Testing Center site partner per the attached System Requirements (see Attachment IV). All TDT Testing Center partners are responsible for maintaining, replacing, and upgrading equipment in order to maintain certification if and when requirements change.

Test Site Security

TDT Testing Center layouts are designed to enhance security procedures. Each site has a reception and check-in area separate from the testing room. Participation agreements dictate that the testing room must be a dedicated, enclosed space. It must be a secure facility with an internal entrance and segregated workstations.

Attachment IV

System Requirements

The following System Requirements must be verified to ensure delivery of *TD Testing* web-based assessments. All machines that are to be used for *TD Testing* events must meet these requirements.

Hardware requirements

- PC based Computer
- 666 MHz Pentium III or better
- Internet Connection/Bandwidth required is determined based on number of workstations (bandwidth per workstation)
 - 1-5 Workstations 1.5Mb ADSL, Cable, T1, or greater
 - 5-10 Workstations 3.0 Mb ADSL, Cable, T1s, or greater
 - 10-15 Workstations 4.5 Mb ADSL, Cable, T1s, or greater
 - 15 or more 6.0 Mb Cable, Cable, T1s, or greater
- Ethernet Network Card
- Broadband Internet connection (728Kb/s download speed, 50Kb/s upload speed) or better
- Static IP addresses are obtained - For security purposes all IP addresses submitted must be STATIC. Dynamic IP's will not be accepted.
- 512 MB of RAM or better
- 200 MB of available space on the hard drive before launching test.
- 1024 x 768 screen resolution or higher, 16 million colors (24 bit) this is not optional and the test will not load if changed. Please check that LCD monitors can support the 24 bit color or higher by reviewing monitor specifications.
- 17" or 19" video monitor, vertically aligned
- Machine compatible mouse and keyboard
- Printing Capabilities at Proctor Station
- Disposable Earplugs or Noise Canceling Headphones
- Audio capable headsets can be inexpensive and are not required for all testing. Some tests do require as a point of reference.
- Web-cam capability to take candidate's digital photo is not currently required for Government related testing. This may be required sometime in the future however if this change is made our testing sites will have the option of continuing or opting out.

Software requirements

- **Supported operating systems include:**
 - **Windows XP Home with Service Pack 2**
 - **Windows XP Professional with Service Pack 2 or higher**
 - **Windows Vista**
- **Internet Explorer 8.0 or higher is required**
- **Only the following Java Run-Time Environments are supported:**
 - **Sun JRE version 1.6. Update 7 or later**

Wireless Networks

- 1) The use of a wired network is our preferred configuration wherever possible.
- 2) If there is no wired network possible, wireless is an authorized configuration, provided it meets the following standards and pan approves:
 - a) The network is dedicated to the test center and segregated from any other corporate use.
 - b) The admin password has been changed
 - c) Remote management is disabled
 - d) SSID broadcast is disabled
 - e) Use a SSID that is at least 8 characters long, contains both letters and numbers, and is difficult to guess
 - f) Ensure that WEP is required (not just supported) by your router
 - g) Minimum of a 128-bit WEP encryption key

Contract requires that if a test center must use a wireless network, we require the use of one of the following wireless protocols, or a higher bandwidth option if such becomes available in the future:

- 802.11a (bandwidth up to 54 Mbps)
- 802.11g (bandwidth up to 54 Mbps)

The use of an 802.11b network is not acceptable due to the lower available bandwidth.

Attachment V

Testing Facility Requirements

To be considered as a *TD* Testing Center, you must meet the minimum requirements identified below. The standardization of these conditions is essential to the integrity of each exam administration.

Test Centers must maintain a distraction-free testing environment; anticipate outside factors that may divert the attention of examinees and take action to avoid these. This includes providing disposable earplugs or headsets to reduce noise. The testing area must be away from foot traffic and office noise.

- Privacy carrels (permanent or temporary) should be used to limit the view of others' work. Carrels are to be properly secured. **TDT can direct partners to where you can order portable cardboard privacy carrels. The cost per carrel is around \$3.00.** Having a portable privacy carrel provides the easiest solution as you are able to maximize your space and avoid any reconfiguration of your current room as they can be easily removed and stored when no testing is being proctored.
- If privacy carrels are not available, acceptable alternate seating solutions are:
 - Allow 5 ft. between testing stations next to one another if facing the same direction;
 - Alternate the viewing direction of computers sharing a station surface
 - Only use every other station
 - Stagger candidates when seating, avoiding placement of two candidates next to one another that may be taking the same exam.
- Adequate surface space must be provided for use with printed materials and note taking, when applicable.
- Computer monitors must be a minimum of 17" and are to be vertically aligned.
- No program applications should be actively open on the desktop during testing.
- There can be no use of equipment such as printers, fax machines, telephones, or copy machines while testing is in progress.
- The Proctor/Registration area should be outside of the testing room and may not be used for testing simultaneously.
- The Proctor must be able to view and monitor all candidates by one of the following methods:
 - remaining in the test room at all times
 - monitoring through a viewable window into the test room and visual walk through
 - video surveillance with monitor at the proctor station and visual walk through
- The Building, parking, and testing room are compliant with Federal ADA regulations.
- No unauthorized individuals have access to the computers or testing room while testing is in progress.
- On-call security or police force is available if needed.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: June 20, 2015
Re: Approval of Memorandum of Understanding between RSCCD and SAUSD	
Action: Request for Approval	

BACKGROUND

Child Development Services provides child care services for children and families within the district through a contract with the California Department of Education, Early Education and Support Division. The closure of the Orange Educational Center (OEC) impacted the number of children served within this contract. This Memorandum of Understanding will minimize the impact of OEC closure by providing RSCCD with a facility for a double session preschool classroom that will serve 48 children daily.

ANALYSIS

The attached non-financial Memorandum of Understanding between Rancho Santiago Community College District and Santa Ana Unified School District outlines procedural guidelines for RSCCD to implementing a preschool program services at an SAUSD facility. It contains program content, purpose along with specific roles of each entity for the implementation of preschool services at Sepulveda Elementary School.

RECOMMENDATION

It is recommended that the board approve this Memorandum of Understanding between RSCCD and SAUSD for Preschool Services at Sepulveda Elementary School.

Fiscal Impact: \$186,816	Board Date: June 20, 2015
Prepared by: Janneth Linnell, Executive Director, Child Development Services	
Submitted by: Enrique Perez, J.D., Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

MEMORANDUM OF UNDERSTANDING
BETWEEN
SANTA ANA UNIFIED SCHOOL DISTRICT
AND
RANCHO SANTIAGO COMMUNITY COLLEGE
FOR THE PROVISION OF
PRESCHOOL SERVICES
FOR CHILDREN AT A SANTA ANA UNIFIED SCHOOL DISTRICT CAMPUS

This non-financial Memorandum of Understanding (MOU) between the Santa Ana Unified School District (SAUSD) and Rancho Santiago Community College District (RSCDD) contains program content, purpose along with specific roles of each entity for the implementation of preschool services at Sepulveda Elementary School.

TERM

The term shall commence on July 1, 2015 and end on June 30, 2017 unless terminated in accordance with this MOU.

PURPOSE

The purpose of this MOU is to establish procedural guidelines for RSCDD to implement preschool program services at an SAUSD facility.

POPULATION TO BE SERVED

RSCDD shall serve up to forty-eight (48) children, ages three (3) to five (5) years old, at Sepulveda Elementary School.

The selection of children shall be based on the California State Preschool Program guidelines and residency within SAUSD boundaries.

GOAL

The goal of this MOU is to improve the outcomes for children who are residing within the SAUSD boundaries. RSCDD preschool program shall prepare children to achieve greater success in school and life.

SAUSD RESPONSIBILITIES

SAUSD will:

- A. Provide classroom space and play yard area adequate for the number of children in the program that meets the minimum Community Care Licensing (CCL) requirements and other licensing standards for forty-eight (48) preschool children.
- B. Assist RSCDD with the recruitment of preschool children within the SAUSD boundaries

through advertising and referrals.

- C. Provide one (1) nutritious lunch per session, appropriate for the children's age that meets or exceed the United States Department of Agriculture (USDA), Child and Adult Care Food Program (CACFP) or National School Lunch Program (NSLP) guidelines at no cost to RSCCD by absorbing the children in NSLP.
- D. Collaborate with RSCCD Child Development Services to provide cohesive and integrated preschool services.

RSCCD RESPONSIBILITIES

RSCCD shall:

- A. Utilize California State Preschool Program funds, and any other funds, as may become available to operate the RSCCD preschool program.
- B. Collaborate with SAUSD staff and the Early Childhood Education Department to provide cohesive and integrated preschool services.
- C. Meet all of California Department of Social Services, Title 22 and California Department of Education, Title 5 regulations that relate to California State Preschool Program.
- D. Maintain rules regarding classroom visitors.

SERVICES

RSCCD shall provide Preschool Services for children ages three (3) to five (5) years in two sessions within the classrooms. The preschool classroom shall serve a maximum of twenty-four (24) children in each session for a total of forty-eight (48) children per day. The staff to child ratio, required at all times, shall be (1 teacher: 24 children) and (1 adult: 8 children).

Services shall be provided as follows:

A. Curriculum

RSCCD shall provide a curriculum to promote developmentally appropriate practices for children using the High Scope Curriculum as a framework.

The curriculum will be used in conjunction with the California Preschool Foundations and Framework to focus on active learning; appropriate adult child interactions; stimulating physical environments; schedules and routines appropriate for preschool children. Standardized authentic child assessment tools will be used by the teachers to assess each child's developmental level and design learning experiences that encourage further development of skills and knowledge.

B. Developmental Screening

RSCCD shall provide a full developmental screening using the Ages and Stages Questionnaire and the Ages and Stages Questionnaire Social Emotional, when appropriate, for each child in the program. The screening shall be conducted within the first quarter of the child's enrollment into the program.

FACILITIES

It is mutually understood that RSCCD shall provide services at the following facility:

Sepulveda Elementary School
1801 South Poplar Street
Santa Ana, CA 92704

USE OF SAUSD PROPERTY

SAUSD intends to permit RSCCD the rent-free use of a classroom for preschool services pursuant to this MOU.

INSURANCE

Both parties shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, property damage and including a contractual liability endorsement with a limit of liability at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate; California Workers' Compensation Insurance on their employees performing any services under this Agreement. Certificates of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement may be requested by either party.

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 provision of the 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

TERMINATION

- A. SAUSD and/or RSCCD may terminate this MOU without penalty immediately with cause or after thirty (30) calendar days' written notice to the other party without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall be defined as any breach of this MOU, any misrepresentation, or fraud on the part of any party. Exercise by SAUSD and/or RSCCD of the right to terminate this MOU shall relieve SAUSD and/or RSCCD of all further obligations under this MOU.
- B. Upon termination, or notice thereof, the Parties agree to cooperate with each other in the orderly transfer of service responsibilities, case records, and pertinent documents.
- C. The obligations of SAUSD and/or RSCCD under this MOU are contingent upon the availability of Federal and/or State funds, as applicable, and inclusion of sufficient funds for the services hereunder in the budget approved by the SAUSD Board of Education and

RSCCD Board of Trustees each fiscal year this MOU remains in effect or operation. In the event that such funding is terminated or reduced, SAUSD and/or RSCCD may immediately terminate or modify this MOU, without penalty. The decision of SAUSD and/or RSCCD shall be binding. SAUSD and/or RSCCD shall provide written notification of such determination. SAUSD and/ or RSCCD shall immediately comply with the decision.

WHEREFORE, the parties hereto have executed the Memorandum of Understanding in the county of Orange.

By: _____
Stefanie P. Phillips, Ed.D., CBO
Deputy Superintendent, Operations
Santa Ana Unified School District

By: _____
Peter Hardash
Vice Chancellor, Operations and Fiscal Services
Rancho Santiago Community College District

Dated: _____

Dated: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Office of the Chancellor

To:	Board of Trustees	Date:	July 20, 2015
Re:	Approval of Appointment to Measure Q Citizens' Bond Oversight Committee		
Action:	Request for Action		

BACKGROUND

Measure Q was approved by the electorate of the Santa Ana College Improvement District No. 1 of the Rancho Santiago Community College District (RSCCD) on November 6, 2012. This measure authorizes RSCCD to issue up to \$198 million in general obligation bonds to finance renovation, repair and construction at Santa Ana College. Under the auspices of Proposition 39, the Board must appoint community members who satisfy various categories of membership to serve on the Citizens' Bond Oversight Committee (Committee).

ANALYSIS

On June 1, 2015 Mr. Alex Flores, a member of the Committee, tendered his resignation because of his relocation out of the area. This resignation created a vacancy on the Committee.

The district accepts applications from those interested in serving on the Committee on an ongoing basis, so there is a pool of candidates to fill vacancies that may arise. Mr. Zeke Hernandez, an active community member in Santa Ana and involved in the Adelante-Lumina Community Partnership Organization, has submitted an application to serve on the Committee.

It is recommended that the Board approve the appointment of Mr. Zeke Hernandez to the Measure Q Citizens' Bond Oversight Committee as outlined in the proposed membership roster.

RECOMMENDATION

It is recommended that the Board of Trustees approve the appointment to the Measure Q Citizens' Bond Oversight Committee as presented.

Fiscal Impact:	None	Board Date:	December 9, 2013
Prepared by:	Debra Gerard, Executive Assistant to the Chancellor		
Submitted by:	Raúl Rodríguez, Ph.D., Chancellor		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor		

PROPOSED

Measure Q Citizens' Bond Oversight Committee Membership 2015

Membership Areas	Committee Member	Term	
Santa Ana College Student	Vacant	1 only	October 2013 – September 2015
Business Organization	Zeke Hernandez	1+1	October 2013 – September 2015 plus one additional optional term 2015-2017
Senior Citizens' Organization	Rene Guzman	1+1	October 2013 – September 2015 plus one additional optional term 2015-2017
Taxpayers Association	Vacant	1 only	October 2013 – September 2015
Santa Ana College Foundation	Eric Alderete	1+1	October 2013 – September 2015 plus one additional optional term 2015-2017
Community At-Large #1	Nellie Caudillo Kaniski	1+1	October 2013 – September 2015 plus one additional optional term 2015-2017
Community At-Large #2	Irma Avila Macias	1+1	October 2013 – September 2015 plus one additional optional term 2015-2017
Community At-Large #3	Kenneth Nguyen	1+1	October 2013 – September 2015 plus one additional optional term 2015-2017
Community At-Large #4	Max Madrid	1 only	October 2013 – September 2015
Community At-Large #5	Jorge Rocha	1 only	October 2013 – September 2015
Community At-Large #6	Eddie Marquez	1 only	October 2013 – September 2015

5.7 (2)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Office of the Chancellor

To:	Board of Trustees	Date:	July 20, 2015
Re:	Approval of Public Affairs and Communications Consultant Agreement – Townsend Public Affairs, Inc.		
Action:	Request for Action		

BACKGROUND

In an effort to supplement the revenues of the district and the fluctuating financial support from the State of California, the Rancho Santiago Community College District has begun exploring both traditional and non-traditional methods of generating new funding sources to support selected activities of the district and its colleges. These new activities require a fresh communication strategy to explain these activities and how best to garner the support of the elected officials and of the public.

ANALYSIS

Although the District has a separate ongoing contract with Townsend Public Affairs, this contract is for services beyond those provided in the monthly contract and is of limited duration. It differs from the ongoing contract in that it is focused on gathering information and implementing new communication strategies and providing media relations assistance. It is proposed that Townsend Public Affairs, Inc. be engaged at the rate of \$5,000 per month for a period of six months to undertake these strategic activities.

RECOMMENDATION

It is recommended that the Board of Trustees approve the public affairs and communications consultant agreement with Townsend Public Affairs, Inc. in Newport Beach, California as presented.

Fiscal Impact:	\$30,000	Board Date:	July 20, 2015
Prepared by:	Debra Gerard, Executive Assistant to the Chancellor		
Submitted by:	Raúl Rodríguez, Ph.D., Chancellor		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor		

CONTRACT FOR PUBLIC AFFAIRS AND COMMUNICATIONS CONSULTANT SERVICES

THIS CONTRACT ("Contract") is made and entered into this 21st day of July 2015, by and between Rancho Santiago Community College District ("Client"), and Townsend Public Affairs, Inc., a California corporation ("Consultant"). For valuable consideration, Client and Consultant agree:

1. Term.
This Contract is effective as of the date above. The terms and conditions of this Contract shall remain in full force for the period set forth in Exhibit "A."
2. Services.
Consultant will, in accordance with the terms of this Contract, perform the services described in Exhibit "A," ("Services").
3. Fees.
Client agrees to pay Consultant for the services in the amount described in Exhibit "A" in accordance with the provisions of the Fee Schedule in Exhibit "A." The Consultant will submit a monthly invoice to Client reflecting the fee and including any expenses incurred for such month. Client shall pay each billing within thirty (30) days of receipt thereof.
4. Laws, Rules and Regulations.
Consultant shall perform the Services in accordance with all applicable local, state and federal laws and regulations, exercising the standard of care applicable to Consultant's profession.
5. No Condition to Payment.
It is the intention of the parties to this Contract that the Services rendered hereunder and the payments made hereunder and the payments made therefore are not in any way contingent upon the defeat or enactment of any legislative or administrative proposal or the achievement of any specific result. The parties hereto agree that such sums as are paid pursuant to this Contract shall be deemed to be the reasonable value of services rendered hereunder.
6. Independent Contractor.
It is the intention of the parties to this Contract that the Services rendered hereunder shall be so rendered by Consultant as an independent contractor and not as an employee, agent, joint venturer or partner of Client. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and Consultant or any employee or agent of Consultant. Both parties acknowledge that Consultant is not an employee for state or federal tax purposes. Consultant shall retain the right to perform services for others under the terms of this Contract during the entire term hereof.
7. Work Product
Any tangible work product that is developed by Consultant shall be the property of the Client.
8. Confidentiality.
Consultant agrees to maintain the confidentiality of files or other information it is provided or develops during the course of its work for Client. It is understood, however, that disclosure of certain information provided by Client may be necessary or appropriate in the course of its representation of Client. Such disclosures shall be made upon consultation with Client or Client's designated representative and with written consent from the Client.

"CONSULTANT"

TOWNSEND PUBLIC AFFAIRS, INC.

a California corporation

By:



Christopher J. Townsend
President and Secretary

"CLIENT"

RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT

a non-profit corporation

By:

Name:

Title:

EXHIBIT "A"
TO
CONTRACT FOR PUBLIC AFFAIRS AND COMMUNICATIONS CONSULTANT SERVICES

TERM: July 21, 2015 through January 20, 2016

FEE SCHEDULE: \$5,000 per month plus any pre-approved expenses

SERVICES: Pursuant to the direction of the Chancellor and district administrative staff, provide assistance with a wide variety of public affairs, public information, communications, marketing, and community relations activities for the District. Services will include, but not be limited to, assistance with press materials, media story pitching, social media outreach, talking points for District officials, and recommendations for internal communication.

Client Initials: _____

Consultant Initials: *ET*

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Office of the Chancellor

To:	Board of Trustees	Date: July 20, 2015
Re:	Approval of Appointment of RSCCD Community Representative to the Orange County Community Colleges Legislative Task Force (OCCCLTF)	
Action:	Request for Action	

BACKGROUND

The Orange County Community Colleges Legislative Task Force (OCCCLTF) is comprised of representatives from the four Orange County community college districts who work together to find unity on issues and inform, educate and influence legislators about the issues. Each district is represented on the task force by its: Chancellor, Trustee, Public Affairs Director and Community Representative.

ANALYSIS

The OCCCLTF will convene its 2015-2016 year in September 2015 and the district would be best served if a community representative were appointed prior to the September meeting. Max Madrid, a member of the Measure Q Citizens Bond Oversight Committee and supporter of the district, has expressed an interest in serving on the OCCCLTF as the RSCCD community representative.

RECOMMENDATION

It is recommended that the Board of Trustees appoint Max Madrid to serve as the RSCCD community representative on the Orange County Community Colleges Legislative Task Force for 2015-2016.

Fiscal Impact:	None	Board Date:	July 20, 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

HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC

July 20, 2015

MANAGEMENT

Change of Assignment

Sanchez, Angelo
Maintenance Supervisor
Administrative Services
Santa Ana College

Effective: June 11, 2015
Salary Placement: O-7 \$75,148.45/Year

Change of Assignment Location

Isais, Enriqueta
Director I
From: SAC Early Childhood
Education Center
To: SCC Child Development Center
Child Development Services
District

Effective: July 1, 2015
Salary Placement: L-6 \$81,835.28/Year

Interim Assignment

Arteaga, Elizabeth
Director, Small Business Initiative
Small Business Development Center
District

Effective: July 1, 2015 – June 30, 2016
Salary Placement: F-2 \$93,665.82/Year

Administrator/Academic Supervisor Step Increases

Voelcker, Aaron
Dean, Institutional Effectiveness, Library
& Learning Support Services
Santiago Canyon College

Effective: July 1, 2015
Salary Placement: B-2 \$128,492.55/Year

Wahl, Susan
Director I, CEC Child Development Center
Child Development Services
District

Effective: July 1, 2015
Salary Placement: L-7 \$85,937.71/Year

Weispenning, John
President
Santiago Canyon College

Effective: July 1, 2015
Salary Placement: 4-3 \$185,745.65/Year

FACULTY

REVISED PAGE

Corrected 15/16 Interim CEFA Salary Schedule/Attachment #1

2015/2016 FARSCCD Contract Athletic Coaching Stipends

Abbey, Troy
Head Coach, Women's Volleyball
Kinesiology, Health & Athletics Division
Santa Ana College

Effective: August 17, 2015 – June 4, 2016
Amount: \$1,750.00/Year

Camarco, Lisa
Head Coach, Softball
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 17, 2015 – June 4, 2016
Amount: \$1,750.00/Year

2015/2016 FARSCCD 10 Month/175 Day Faculty Step Increases

Andrade, Philippe
Associate Professor, Political Science
Humanities & Social Sciences Division
Santa Ana College

Effective: August 17, 2015
Salary Placement: VII-14 \$98,812.43/Year

Axtell, Christina
Assistant Professor, English
Humanities & Social Sciences Division
Santa Ana College

Effective: August 17, 2015
Salary Placement: II-12 \$80,429.03/Year

Extensions of Interim Assignments

Lemus Vallejo, Cristina
Interim Master Teacher
Early Head Start
Child Development Services
District

Effective: July 1, 2015
Salary Placement: MT/AA-1 \$36,968.21/Year
Hourly Placement: MT/AA-1 \$22.33/Hour

Nichols, Teresa
Interim Master Teacher
Early Head Start
Child Development Services
District

Effective: July 1, 2015
Salary Placement: MT/AA-3 \$38,618.84/Year
Hourly Placement: MT/AA-3 \$23.32/Hour

Adjustment to Voluntary Reduced Workload

Orr, Estelle
Professor, Art
Fine & Performing Arts Division
Santa Ana College

Effective: February 2 - June 6, 2015
From: 87.7%
To: 98.0%

FACULTY (CONT'D)

REVISED PAGE

Final Placements

Escobar, Dora
Counselor/Assistant Professor
Counseling & Student Support
Services Division
Santiago Canyon College

Effective: July 30, 2015
Salary Placement: IV-11 \$91,346.92/Year

Hedenberg, Lacy
Counselor/Assistant Professor
Counseling & Student Support
Services Division
Santiago Canyon College

Effective: July 30, 2015
Salary Placement: III-9 \$82,976.16/Year

Martin, Linda
Assistant Professor, Library &
Information Science
Institutional Effectiveness, Library,
& Learning Support Services
Santiago Canyon College

Effective: August 17, 2015
Salary Placement: V-11 \$85,917.46/Year

Quach, Nicholas
Assistant Professor, Computer Science
Business Division
Santa Ana College

Effective: August 17, 2015
Salary Placement: V-11 \$85,917.46/Year

Vu, Vivien
Counselor/Assistant Professor
Disabled Students Programs
& Services
Student Services
Santa Ana College

Effective: July 30, 2015
Salary Placement: IV-10 \$88,611.50/Year

Contract Extension Days

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

Effective: July 1, 2015 – June 30, 2016
Contract Extension: 14 Days
Contract Extension Rate: VI-B \$541.01

Sanchez, Gabriela
Professor/Coordinator, Tutoring/Study Skills
Extended Opportunities Programs & Services
Student Services
Santa Ana College

Effective: June 10, 2015
Contract Extension: 1 Day
Contract Extension Rate: III-14 \$440.31

FACULTY (CONT'D)

Contract Extension Days (cont'd)

Zook, Rochelle
Professor/Counselor
Counseling Division
Santa Ana College

Effective: July 1, 2015 – June 30, 2016
Contract Extension: 18 Days
Contract Extension Rate: VI-B \$541.01/Day

Adjusted FARSCCD 12 Month/192 Day Faculty Salaries for Step Increases

James, Scott
Assistant Professor/Coordinator
Distance Education
Academic Affairs
Santiago Canyon College

Effective: July 1, 2015
Salary Placement: II-10 \$82,782.69/Year

Pastrana, Leo
Assistant Professor/Counselor
Counseling Division
Santa Ana College

Effective: July 1, 2015
Salary Placement: II-8 \$77,314.96/Year

Leaves of Absence

Nance, Craig
Professor, Math
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 17, 2015 – June 4, 2016
Reason: Banked Leave (30 LHE)

Hartshorn, Nicole
Instructor, Art
Arts, Humanities & Social Sciences Division
Santiago Canyon College

August 1, 2015 – January 20, 2016
Reason: Maternity

Ratification of Resignation/Retirement

Birnbaum, Beverly
Professor/Counselor/Coordinator
Testing Center
Counseling Division
Santa Ana College

Effective: July 29, 2015
Reason: Retirement
(Last Day in Paid Status)

Dennis, Karen
Professor/Coordinator, Basic Skills
Continuing Education Division
Santa Ana College

Effective: July 23, 2015
Reason: Retirement
(Last Day in Paid Status)

FACULTY (CONT'D)

Ratification of Resignation/Retirement (cont'd)

McClure, Caren
Professor, Math
Science, Mathematics &
Health Sciences Division
Santa Ana College

Effective: June 4, 2016
Reason: Retirement
(Last Day in Paid Status)

Nance, Craig
Professor, Math
Mathematics & Sciences Division
Santiago Canyon College

Effective: June 4, 2016
Reason: Retirement
(Last Day in Paid Status)

Stipends

Aguilera, Yolanda
Master Teacher
SAC East Child Development Center
Child Development Services
District

Effective: July 1, 2015 – June 30, 2016
Amount: \$300.00/Month
Reason: Assistant Director

Budarz, Timo
Professor, Physics
Science, Mathematics &
Health Sciences Division
Santa Ana College

Effective: June 8, 2015
Amount: \$1,000.00
Reason: Curriculum Development
(Project #2549)

Cahill, Mary
Teacher
SAC Early Childhood Education Center
Child Development Center
District

Effective: July 1, 2015 – June 30, 2016
Amount: \$75.00/Month
Reason: Teacher Assignment

Gasca, Yolanda
Master Teacher
CEC Child Development Center
Child Development Center
District

Effective: July 1, 2015 – June 30, 2016
Amount: \$300.00/Month
Reason: Assistant Director

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

Effective: July 1, 2015 – June 30, 2016
Amount: \$1,000.00/Year
Reason: Coordinator

FACULTY (CONT'D)

Stipends (cont'd)

Janio, Jaroslaw
Assistant Professor/Coordinator, El Civic
CEC/Continuing Education Division
Santa Ana College

Effective: June 10, 2015
Amount: \$5,733.00
Reason: TracDat Coordinator

McCann, Kathleen
Master Teacher
SCC Child Development Center
Child Development Center
District

Effective: July 1, 2015 – June 30, 2016
Amount: \$300.00/Month
Reason: Assistant Director

Perez Zuniga, Elvia
Associate Teacher
CEC Child Development Center
Child Development Services
District

Effective: July 1, 2015 – June 30, 2016
Amount: \$75.00/Month
Reason: Associate Teacher Assignment

Racca, Lyn
Master Teacher
SAC Early Childhood Education Center
Child Development Services
District

Effective: July 1, 2015 – June 30, 2016
Amount: \$300.00/Month
Reason: Assistant Director

Salinas, Keo
Master Teacher
SAC Early Childhood Education Center
Child Development Services
District

Effective: July 1, 2015 – June 30, 2016
Amount: \$300.00/Month
Reason: Assistant Director

Waugh, Susan
Teacher
SAC Early Childhood Education Center
Child Development Services
District

Effective: July 1, 2015 – June 30, 2016
Amount: \$75.00/Month
Reason: Teacher Assignment

Part-time Hourly New Hires/Rehires

Agolia, Jason
Instructor, Criminal Justice
Human Services & Technology Division
Santa Ana College

Effective: July 3, 2015
Hourly Lecture/Lab Rates: I-3 \$54.08/\$48.67

FACULTY (CONT'D)

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

Ausmus, Brandon
Instructor, Mathematics
Science, Math & Health Sciences Division
Santa Ana College

Effective: August 17, 2015
Hourly Lecture/Lab Rates: III-3 \$59.62/\$53.67

Ausmus, Elisabeth
Instructor, Mathematics
Science, Math & Health Sciences Division
Santa Ana College

Effective: August 17, 2015
Hourly Lecture/Lab Rates: II-3 \$56.79/\$51.11

Boone, Edward
Instructor, Nursing Clinical
Science, Math & Health Sciences Division
Santa Ana College

Effective: August 17, 2015
Hourly Lab Rate: II-3 \$51.11

Brown, Stephen
Instructor, Nursing
Science, Math & Health Sciences Division
Santa Ana College

Effective: July 19, 2015
Hourly Lecture Rate: III-5 \$65.73

Cummings-Sumner, Vonn
Instructor, Art
Fine & Performing Arts Division
Santa Ana College

Effective: August 20, 2015
Hourly Lecture/Lab Rates: II-3 \$56.79/\$51.11

DiBernardo, Louis
Physician, Athletic Health Screening
Kinesiology Division
Santa Ana College

Effective: July 13, 2015
Hourly Rate: \$70.00

Elkashef, Samer
Instructor, Biology
Science, Math & Health Sciences Division
Santa Ana College

Effective: August 17, 2015
Hourly Lecture/Lab Rate: IV-3 \$62.60/\$56.35

Grahlman, Amber
Instructor, Kinesiology
Kinesiology Division
Santa Ana College

Effective: August 24, 2015
Hourly Lab Rate: II-3 \$51.11

Haight, Laura M
Instructor, Art
Fine & Performing Arts Division
Santa Ana College

Effective: August 20, 2015
Hourly Lecture/Lab Rates: II-3 \$56.79/\$51.11

FACULTY (CONT'D)

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

Jensen, Gregory
Instructor, Criminal Justice
Human Services & Technology Division
Santa Ana College

Effective: June 25, 2015
Hourly Lecture/Lab Rates: I-3 \$54.08/\$48.67

Johnson, Danielle R
Instructor, HSS/ABE – IEP
Continuing Education Division (OEC)
Santiago Canyon College

Effective: July 1, 2015
Hourly Lecture Rate: I-2 \$42.83

Long, Chelsea Kim
Instructor, ESL/IEP
Continuing Education Division (OEC)
Santiago Canyon College

Effective: July 1, 2015
Hourly Lecture Rate: II-2 \$43.90

Mahavongtrakul, Matthew
Instructor, Biology
Science, Math & Health Sciences Division
Santa Ana College

Effective: August 17, 2015
Hourly Lecture/Lab Rates: IV-3 \$62.60/\$56.35

Maldonado, Jennifer
Instructor, Modern Language/Chinese (equivalency)
Humanities & Social Sciences Division
Santa Ana College

Effective: February 8, 2016
Hourly Lecture Rate: II-3 \$56.79

Margulies, Gordon H
Instructor, Criminal Justice
Human Services & Technology Division
Santa Ana College

Effective: June 22, 2015
Hourly Lecture/Lab Rates: I-3 \$54.08/\$48.67

McWilliams, Geoffrey
Instructor, Mathematics
Science, Math & Health Sciences Division
Santa Ana College

Effective: August 17, 2015
Hourly Lecture/Lab Rates: II-3 \$56.79/\$51.11

Phan, Vu
Instructor, Mathematics
Science, Math & Health Sciences Division
Santa Ana College

Effective: August 17, 2015
Hourly Lecture/Lab Rates: II-3 \$56.79/\$51.11

Romero, George
Instructor, Nursing Clinical
Science, Math & Health Sciences Division
Santa Ana College

Effective: August 17, 2015
Hourly Lab Rate: II-3 \$51.11

HUMAN RESOURCES MANAGEMENT/ACADEMIC DOCKET
July 20, 2015

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FACULTY (CONT'D)

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

Sarjeant, Kevin
Instructor, Nursing Clinical
Science, Math & Health Sciences Division
Santa Ana College

Effective: August 17, 2015
Hourly Lab Rate: II-3 \$51.11

Stevens, James
Instructor, Theatre Arts
Fine & Performing Arts Division
Santa Ana College

Effective: August 20, 2015
Hourly Lecture/Lab Rates: I-3 \$54.08/\$48.67

Trofimova, Alexandra
Instructor, Health & Safety/IEP
Continuing Education Division (OEC)
Santiago Canyon College

Effective: July 1, 2015
Hourly Lecture Rate: I-2 \$42.83

Valle, Martin
Instructor, Modern Language/Spanish
Humanities & Social Sciences Division
Santa Ana College

Effective: August 24, 2015
Hourly Lecture Rate: IV-3 \$62.60

Wong, David
Instructor, Upward Bound/English
Student Services/Affairs Division
Santa Ana College

Effective: July 1, 2015
Hourly Lecture Rate: I-2 \$42.83

Yang, Shyh-Wei
Instructor, Anthropology
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Effective: August 17, 2015
Hourly Lecture/Lab Rates: IV-3 \$62.60/\$56.35

Non-paid Instructors of Record

Facio, Frank A
Instructor, Apprenticeship/Carpentry
Business & Career Technical Education Division
Santiago Canyon College

Effective: July 21, 2015

Non-paid Intern Service

Han, Vero
Internship: Athletic Trainer
Kinesiology
Santa Ana College

Effective: July 21, 2015 – May 31, 2016
College Affiliation: CSU, Long Beach
Discipline: Athletic Training

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2015/2016 CEFA INTERIM SALARY SCHEDULE
EFFECTIVE JULY 1, 2015**

INSTRUCTION	I		II	
	STEP	LESS THAN MASTER'S	MASTER'S OR GREATER	
1				
2		\$42.83	\$43.90	
3		\$43.90	\$45.00	
4		\$45.00	\$46.13	

Non-credit counselors salary paid by the district during 2008-2009 shall continue at the same rate until the schedule below increases to the 2008-2009 rate of pay. If any of the non-credit counselors leave the unit and return at a later date, their rate of pay will continue at what it was as of 2008-2009, or the schedule below, whichever is greater.

COUNSELING	I		II	
	STEP	LESS THAN MASTER'S	MASTER'S OR GREATER	
1				
2		\$36.40	\$37.31	
3		\$37.31	\$38.25	
4		\$38.25	\$39.20	

NON-INSTRUCTION	I		II	
	STEP	LESS THAN MASTER'S	MASTER'S OR GREATER	
1				
2		\$21.42	\$21.96	
3		\$21.96	\$22.51	
4		\$22.51	\$23.07	

COORDINATION	I		II	
	STEP	LESS THAN MASTER'S	MASTER'S OR GREATER	
1		\$35.70	\$36.60	

New employees shall be placed on Step 1 or 2 of the appropriate class. Advancement to the next step shall occur upon completion of three (3) semesters of service. A semester of service means that an instructor teaches at least 75% of the semester length. Continuing employees shall receive a step advancement upon completion of three (3) semesters of service subsequent to their last step advancement.

Time worked as a substitute, summer school employee, site administrator or in the credit program shall not count toward step placement.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
CLASSIFIED
JULY 20, 2015**

CLASSIFIED

New Appointment

Xu, Xiaofei Accountant (CL15-0667) Fiscal Services/ District	Effective: June 22, 2015 Grade 13, Step 5 \$58,650.91
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Longevity Increments

Aguilar, Sandra Administrative Clerk/ School of Continuing Education/ SAC	Effective: July 1, 2015 Grade 10, Step 6 + 5PG (2500) + 5%L \$58,379.58
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Chavez, Graciela Custodian/ Continuing Education/ SCC	Effective: September 1, 2015 Grade 4, Step 6 + 5% SW + 2.5%L \$45,382.32
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Dinh, Ngoc Ha Financial Aid Computer Analyst/ Financial Aid/ SAC	Effective: July 1, 2015 Grade 13, Step 6 + 2PG (1000) + 7.5%L \$67,233.57
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Gorlato, Christine Graduation Specialist/ Admissions/ SAC	Effective: July 1, 2015 Grade 15, Step 6 + 1PG (500) + 7.5%L \$74,176.93
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Hale, Kristine Science Lab Coordinator/ Science/ SCC	Effective: July 1, 2015 Grade 13, Step 6 + 1PG (500) + 7.5%L \$66,732.57
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Nakagawa, Phyllis Special Projects Specialist/ Counseling/ SCC	Effective: July 1, 2015 Grade 11, Step 1 + 7PG (2000) + 5%L \$47,723.26
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Nguyen, Hung Business Systems Analyst/ Admissions/ SAC	Effective: September 1, 2015 Grade 15, Step 6 + 7PG (2000) + 2.5%L \$72,250.30
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Longevity Increments cont'd

Stapleton, Amber Admissions & Records Spec. I/ Admissions/ SAC	Effective: September 1, 2015 Grade 6, Step 6 + 2.5%L \$46,332.03
Tucker, David Warehouse Storekeeper/ Warehouse/ District	Effective: July 1, 2015 Grade 8, Step 6 + 5%L \$51,374.43
Yoshihara, Arthur Technology Storekeeper/ Human Services/ SAC	Effective: July 1, 2015 Grade 7, Step 6 + 7.5%L \$50,534.18

Professional Growth Increments

Avalos, Jessica Administrative Clerk/ Child. Dev. Services/ District	Effective: August 1, 2015 Grade 10, Step 3 + 2.5%Bil + 3PG (1500) \$48,642.17
Bains, Kelsey Athletic Trainer/Therapist/ Kinesiology/ SCC	Effective: August 1, 2015 Grade 15, Step 6 + 2PG (1000) \$69,536.88
Garcia, Omelina Student Services Coordinator/ Student Services/ SAC	Effective: August 1, 2015 Grade 16, Step 6 + 2.5%L + 7 PG (3500) \$78,032.45
Hall, Patricia Administrative Secretary/ Continuing Ed./ SCC	Effective: August 1, 2015 Grade 12, Step 6 + 2.5%L + 4PG (2000) \$62,014.32
Hsieh, Larry Network Specialist II/ ITS/ SCC	Effective: August 1, 2015 Grade 17, Step 6 + 1PG (500) \$77,593.02

Out of Class Assignment

Duenas, Veronica HR Analyst/ Human Resources/ District <i>Confidential</i>	Effective: 06/15/15 – 07/07/15 Grade L, Step 1 \$64,133.36
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Out of Class Assignment cont'd

Gheorghe, Marta Research Analyst/ Research/ District	Effective: 07/01/15 – 06/30/16 Grade 16, Step 4 + 5PG (1250) \$67,202.48
Morrow, Maritza HR Technician/ Human Resources/ District	Effective: 07/01/15 – 06/30/16 Grade 11, Step 6 + 10%L \$61,176.35

Change in Salary Placement

McAdam, Veronica Administrative Clerk/ Child Development Services /SAC	Effective: 07/01/15 Grade 10, Step 6 + 2.5%Bil + 1PG (500) \$55,049.12
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Change in Position

Greenhalgh, Scott District Safety Officer From: SAC/ Swing To: SCC/Swing	Effective: July 1, 2015 Grade 9, Step 2 + 5%SW \$43,997.59
Herndon, Timothy District Safety Officer From: CEC/ Swing To: SAC/ Swing	Effective: July 1, 2015 Grade 9, Step 6 + 5% SW \$53,534.81
Johnson, Maureen From: Administrative Clerk To: Payroll Specialist (Reorg 902) Fiscal Services/ District	Effective: July 7, 2015 Grade 11, Step 6 + 7.5%L \$59,785.97
Martinez, Phillip District Safety Officer From: SCC/ Swing To: SCC/ GY	Effective: July 1, 2015 Grade 9, Step 6 + 7.5% GY \$54,809.45
Rabiola, Anthony District Safety Officer From: SAC/ Swing To: SAC/ GY	Effective: July 1, 2015 Grade 9, Step 4 + 7.5%GY \$49,711.51
Urbina, Thomas District Safety Officer From: SAC/ GY To: SAC/ Swing	Effective: July 1, 2015 Grade 9, Step 4 + 5%SW \$48,555.42

Leave of Absence

Saldana, Maria
Library Clerk/ Library/ SAC

Effective: 07/01/15 – 08/21/15
06/20/16 – 06/30/16
Reason: NWD 10 Month Contract

Ratification of Resignation/Retirement

Franklin, Anya
Library Technician II/ Library/ SAC

Effective: July 30, 2015
Reason: Retirement

CLASSIFIED HOURLY

New Appointments

Alvarez Becerra, Julian
Instructional Assistant (CL15-0603)
School of Continuing Education/ SAC

Effective: June 29, 2015
Up to 19 Hours/Week School Session
Grade 5, Step A + 2.5%Bil \$16.76/Hour

Arrizon Montiel, Everardo
Counseling Assistant (CL15-0618)
School of Continuing Education/ SAC

Effective: June 22, 2015
19 Hours/Week 11 Months/Year
Grade 5, Step A \$16.35/Hour

Christian, Laurence
Instructional Assistant (CL15-0603)
School of Continuing Education/ SAC

Effective: June 29, 2015
Up to 19 Hours/Week School Session
Grade 5, Step A \$16.35/Hour

Concepcion, Alexandra
Counseling Assistant (CL15-0646)
School of Continuing Education/ SAC

Effective: June 22, 2015
19 Hours/Week 11 Months/Year
Grade 5, Step A \$16.35/Hour

Enomoto, Laura
Instructional Assistant (CL15-0634)
School of Continuing Education/ SAC

Effective: June 24, 2015
Up to 19 Hours/Week School Session
Grade 5, Step A \$16.35/Hour

Temporary to Hourly On Going

Danley, Nicole
Instructional Assistant (CL15-0629)
School of Continuing Education/ SAC

Effective: June 17, 2015
Up to 19 Hours/Week School Session
Grade 5, Step A \$16.35/Hour

Temporary to Hourly On Going cont'd

Palencia, Debora Instructional Assistant (CL15-0615) Science & Math/ SAC	Effective: June 15, 2015 Up to 19 Hours/Week School Session Grade 5, Step A \$16.35/Hour
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Out of Class Assignment

Esparza, Wenndy Student Program Specialist/ School of Continuing Education/ SAC	Effective: 07/01/15 – 08/08/15 Grade 10, Step A \$19.97/Hour
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Change in Position

Escobar, Alfonso District Safety Officer From: CEC To: SAC	Effective: July 1, 2015 Up to 19 Hours/Week School Session Grade 9, Step A \$19.10/Hour
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Escobar, Alfonso District Safety Officer From: SAC To: CEC	Effective: July 20, 2015 Up to 19 Hours/Week School Session Grade 9, Step A \$19.10/Hour
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Gonzalez, Jaime District Safety Officer From: CEC/ 19 hours/week 12 month. To: SAC/ 16 hours/week 12 month	Effective: July 1, 2015 Grade 9, Step A \$19.10/Hour
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Kong, Tyan District Safety Officer From: SCC To: CEC/Godinez	Effective: July 1, 2015 Up to 19 Hours/Week School Session Grade 9, Step A \$19.10/Hour
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Martes, David District Safety Officer From: SCC To: CEC	Effective: July 1, 2015 Up to 19 Hours/Week School Session Grade 9, Step A \$19.10/Hour
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Pita, Lazaro District Safety Officer From: SAC/ 16 hours/week 12 Mo. To: SCC/ 19 Hours/Week 12 Month/Yr	Effective: July 1, 2015 Grade 9, Step A \$19.10/Hour
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Longevity Increments

Gonzalez, Jaime
District Safety Officer/ District
Effective: July 1, 2015
16 Hours/Week 12 Months/Year
Grade 9, Step A + 2.5%L \$19.58/Hour

Long, Trudy
Instructional Assistant-DSPS/ Student
Services/ SCC
Effective: September 1, 2015
Up to 19 Hours/Week School Session
Grade 6, Step A + 1PG (250) + 2.5%L
\$17.37/Hour + \$20.83/Mo. PG

Siegel, Sue
Cashier/ Bookstore/ SAC
Effective: July 1, 2015
19 Hours/Week 12 Months/Year
Grade 3, Step A + 2.5%L \$15.72/Hour

Professional Growth

Alcaraz, Arasha
Instructional Assistant/ School of
Continuing Education/ SAC
Effective: August 1, 2015
Up to 19 Hours/Week School Session
Grade 5, Step A + 1PG (250)
\$16.35/Hour + \$20.83/Mo. PG

Clayton, Joe
District Safety Officer /District
Effective: August 1, 2015
Up to 19 Hours/Week School Session
Grade 9, Step A + 6PG (1500)
\$19.10/Hour + \$125.00/Mo. PG

Silva, Nancy
Instructional Assistant/ School of
Continuing Education/ SAC
Effective: August 1, 2015
Up to 19 Hours/Week School Session
Grade 5, Step A + 2.5%L + 2.5%Bil +
3PG(750) \$17.17/Hour + \$62.50/Mo. PG

Leave of Absence

Arrizon Montiel, Everardo
Counseling Assistant/ School of
Continuing Education/ SAC
Effective: 08/10/15 – 08/21/15
06/06/16 – 06/17/16
Reason: Non Work Days for 11 Month
Contract

Leave of Absence cont'd

Barajas, Yesenia Counseling Assistant/ School of Continuing Education/ SAC	Effective: 01/04/16 – 01/08/16 02/15/16 – 02/19/16 06/20/16 – 07/01/16 Reason: Non Work Days for 11 Month Contract
Butler, Aaron Athletic Field Grounds Worker/ Admin. Services/ SAC	Effective: 07/01/15 – 07/31/15 06/01/16 – 06/30/16 Reason: Non Work Days for 10 Month Contract
Connaker, William Learning Assistant/ Learning Center/ SCC	Effective: 07/06/15 – 07/09/15 07/20/15 – 07/23/15 08/03/15 – 08/06/15 01/11/16 – 01/14/16 Reason: Non Work Days for 11 Month Contract
Leung, Sharon Intermediate Clerk/ School of Continuing Education/ SAC	Effective: 08/10/15 – 08/21/15 11/30/15 – 12/04/15 02/08/16 – 02/12/16 Reason: Non Work Days for 11 Month Contract
Lomeli, Elizabeth Student Services Specialist/ Student Affairs/ SAC	Effective: 07/01/15 – 08/31/15 Reason: Non Work Days for 10 Month Contract
Shah, Sumitra Learning Assistant/ Learning Center/ SCC	Effective: 07/20/15 – 07/30/15 03/28/16 – 03/31/16 06/20/16 – 06/23/16 Reason: Non Work Days for 11 Month Contract
Tran, Vien Publications Assistant/ Human Services & Tech./ SAC	Effective: 08/10/15 – 08/21/15 12/14/15 – 12/18/15 01/04/16 – 02/05/16 06/06/16 – 06/10/16 Reason: Non Work Days for 10 Month Contract

Ratification of Resignation/Retirement

Bui, Annette Learning Facilitator/ EOPS/ SAC	Effective: July 31, 2015 Reason: Resignation
Kong, Tyan District Safety Officer/ District	Effective: July 14, 2015 Reason: Resignation
Landa, Sara Administrative Clerk/ Digital Media Center/ District	Effective: July 10, 2015 Reason: Resignation
Villalovos, Lupe Instructional Assistant/ School of Continuing Education/ SAC	Effective: June 3, 2015 Reason: Resignation

TEMPORARY ASSIGNMENT

Abaya, Hydee Learning Facilitator/ School of Continuing Education/ SAC	Effective: 07/21/15 – 04/23/16
Aguilar, Patricia Assessment Assistant/ School of Continuing Education/ SAC	Effective: 07/21/15 – 04/23/16
Allen, Susan Library Clerk/ Library/ SAC	Effective: 07/21/15 – 12/31/15
Arroyo, Judy Administrative Secretary/ School of Continuing Education/ SAC	Effective: 07/21/15 – 04/23/16
Bustamante Ochoa, David Learning Facilitator/ Science & Math/ SAC	Effective: 07/21/15 – 06/17/16
Campbell, Timothy FA & Theater Facilities Tech./ Fine & Performing Arts/ SAC	Effective: 07/21/15 – 06/04/16
Campos, Daniela Intermediate Clerk/ Student Affairs/ SAC	Effective: 07/21/15 – 06/30/16

TEMPORARY ASSIGNMENT cont'd

Cortez, Diana Student Services Specialist/ Student Affairs/ SAC	Effective: 07/21/15 – 06/30/16
Daniels, Lani Library Clerk/ Library/ SAC	Effective: 07/21/15 – 12/31/15
Ghazaleh, Jonathan Learning Center Tech./ School of Continuing Education/ SAC	Effective: 07/21/15 – 04/23/16
Loria, Crystal Reprographics Tech./ Publications/ OEC	Effective: 07/21/15 – 06/30/16
Meas, Sokennrey Instructional Assistant/ Math & Science/ SAC	Effective: 08/10/15 – 08/13/15
Melecio, Matsya Instructional Assistant/ School of Continuing Education/ SAC	Effective: 07/21/15 – 04/23/16
Merino Campos, Guadalupe Instructional Assistant/ Math & Science/ SAC	Effective: 08/10/15 – 08/13/15
Morones, Griselda Student Services Specialist/ Student Affairs/ SAC	Effective: 07/21/15 – 06/30/16
Nava, Crystal Intermediate Clerk/ OEC	Effective: 08/24/15 – 06/30/16
Nguyen, Helen Admissions & Records Spec I/ School of Continuing Education/ SAC	Effective: 07/21/15 – 04/23/16
Palomares, Vanessa General Office Clerk/ Student Affairs/ SAC	Effective: 07/21/15 – 06/30/16

TEMPORARY ASSIGNMENT cont'd

Pepper, Jonathan Instructional Assistant/ Math & Science/ SCC	Effective: 08/17/15 – 12/11/15
Perez Cruz, Leticia Instructional Assistant/ Math & Science/ SAC	Effective: 08/10/15 – 08/13/15
Pun, Nancy Administrative Clerk/ Business Div./ SAC	Effective: 07/21/15 – 06/10/16
Requena Ramirez, Raquel Career Tech./ Counseling/ SAC	Effective: 07/21/15 – 06/30/16
Rodriguez, Thelma Counseling Assistant/ Counseling/ SCC	Effective: 07/21/15 – 06/30/16
Romo, Alma Intermediate Clerk/ School of Continuing Education/ SAC	Effective: 07/21/15 – 04/23/16
Saavedra, Nicolas Instructional Assistant/ Math & Science/ SAC	Effective: 08/10/15 – 08/13/15
Salcedo, Jessica Business Services Coordinator/ SBDC	Effective: 07/21/15 – 12/31/15
Salcido, Irene Instructional Assistant/ School of Continuing Education/ SAC	Effective: 07/21/15 – 04/23/16
Santoyo Mireles, Monica Student Services Specialist/ Student Affairs/ SAC	Effective: 07/21/15 – 06/30/16

Change in Temporary Assignment

Estrada, Gilberto Custodian/ OEC	Effective: 05/18/15 – 06/16/15
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Additional Hours for On Going Assignment

Aguirre, Marysol Instructional Assistant/ School of Continuing Education/ SAC	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Alcaraz, Arasha Instructional Assistant/ School of Continuing Education/ SAC	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Andreacchi, Bartholomew Learning Facilitator/ Learning Center/ SAC	Effective: 05/30/15 – 06/07/15 Not to exceed 19 consecutive days in any given period.
Avila, Edgar District Safety Officer/ District	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Barajas, Yesenia Counseling Assistant/ School of Continuing Education/ SAC	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Bizon, Veronica Intermediate Account Clerk/ School of Continuing Education/ SAC	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Camarena, Evangelina Intermediate Clerk/ School of Continuing Education/ SAC	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Chaikew, Jarunee Instructional Assistant/ School of Continuing Education/ SAC	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Chang, Timothy Instructional Assistant/ School of Continuing Education/ SAC	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Crenshaw, Steven Instructional Assistant/ School of Continuing Education/ SAC	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Danley, Nicole Instructional Assistant/ School of Continuing Education/ SAC	Effective: 06/17/15 – 06/30/15 Not to exceed 19 consecutive days in any given period.

Additional Hours for On Going Assignment cont'd

Donelan, Cynthia Learning Facilitator/ Learning Center/ SAC	Effective: 06/15/15 – 06/30/15 07/01/15 – 08/09/15 Not to exceed 19 consecutive days in any given period.
Enomoto, Laura Instructional Assistant/ School of Continuing Education/ SAC	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Esparza, Felipe Instructional Assistant/ School of Continuing Education/ SAC	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Gahbler, Marisol Instructional Assistant/ School of Continuing Education/ SAC	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Garcia, Anthony HS Community Outreach Spec./ School of Continuing Education/ SAC	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Garcia, Jorge Publications Assistant/ School of Continuing Education/ SAC	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Garcia, Patricia Instructional Assistant/ School of Continuing Education/ SAC	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Gonzalez, Jaime District Safety Officer/ District	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Hammond, Diana Publications Assistant/ School of Continuing Education/ SAC	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Heiland, Daneille Lifeguard/ Kinesiology/ SCC	Effective: 08/24/15 – 12/13/15 Not to exceed 19 consecutive days in any given period.

Additional Hours for On Going Assignment cont'd

Hernandez Morales, Arturo Instructional Assistant/ School of Continuing Education/ SAC	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Knepper, Maria Instructional Assistant/ School of Continuing Education/ SAC	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Kusenda, Paula Student Program Specialist/ School of Continuing Education/ SAC	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Leonor, Henry Instructional Assistant/ Learning Center/ SAC	Effective: 06/15/15 – 06/30/15 07/01/15 – 08/09/15 Not to exceed 19 consecutive days in any given period.
Leung, Sharon Intermediate Clerk/ School of Continuing Education/ SAC	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Lopez, Jesus Instructional Ctr. Tech./ School of Continuing Education/ SAC	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Lopez, Olivia Intermediate Clerk/ School of Continuing Education/ SAC	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Low Aranyi, Millicent Intermediate Clerk /Fine & Performing Arts/ SAC	Effective: 08/24/15 – 06/04/16 Not to exceed 19 consecutive days in any given period.
Martes, David District Safety Officer/ District	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Navarete, Luz Instructional Assistant/ School of Continuing Education/ SAC	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.

Additional Hours for On Going Assignment cont'd

Pita, Lazaro District Safety Officer/ District	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Puente, Raydene Admissions Assistant/ School of Continuing Education/ SAC	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Ramirez, Anadelle Instructional Assistant/ School of Continuing Education/ SAC	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Ramirez, German Instructional Assistant/ School of Continuing Education/ SAC	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Rodriguez, Rosalba Instructional Assistant/ School of Continuing Education/ SAC	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Saunders, Maureen Intermediate Clerk/ School of Continuing Education/ SAC	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Serratos, Karina Instructional Assistant /School of Continuing Education/ SAC	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Silva, Nancy Instructional Assistant/ School of Continuing Education/ SAC	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Stukey, Shawna Instructional Assistant/ School of Continuing Education/ SAC	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Valdovinos, Liliana Instructional Assistant/ School of Continuing Education/ SAC	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Vargas, Jorge Instructional Assistant/ School of Continuing Education/ SAC	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.

Additional Hours for On Going Assignment cont'd

Vega, Brenda HS Community Outreach Spec./ School of Continuing Education/ SAC	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Velazquez, Kimberly Counseling Assistant/ Counseling/ SAC	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Villalovos, David Instructional Assistant/ School of Continuing Education/ SAC	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Zambrano, Wendy Admissions & Records Spec. I/ School of Continuing Education/ SAC	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.

Substitute Assignments

Avila, Edgar District Safety Officer/ District	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Bianzon, Felipe Custodian/ School of Continuing Education/ SAC	Effective: 07/01/15 – 06/30/16
Bustos Hernandez, Clemente District Safety Officer/ District	Effective: 07/01/15 – 06/30/16
Cruz, Alexandro District Safety Officer/ District	Effective: 07/01/15 – 06/30/16
Danley, Nicole Instructional Assistant/ School of Continuing Education/ SAC	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Duong, Thao Instructional Assistant /School of Continuing Education/ SAC	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Eaton, Michael District Safety Officer/ District	Effective: 07/01/15 – 06/30/16

Substitute Assignments cont'd

Escobar, Alfonso District Safety Officer/ District	Effective: 07/01/15 – 06/30/16
Escobar, David District Safety Officer/ District	Effective: 07/01/15 – 06/30/16
Esparza, Wenndy Student Program Specialist/ School of Continuing Education/ SAC	Effective: 07/01/15 – 08/08/15 Not to exceed 19 consecutive days in any given period.
Espinoza, Sandra Student Services Specialist/ Student Services/ SAC	Effective: 07/01/15 – 10/08/15
Estrada, Gilberto Custodian/ OEC	Effective: 07/01/15 – 06/30/16
Felix, Jessica Student Services Specialist/ Counseling/ SAC	Effective: 07/01/15 – 08/24/15
Furlong Diaz, Linda Instructional Assistant/ School of Continuing Education/ SAC	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Gamboa, Dillion Senior Clerk/ OEC	Effective: 07/01/15 – 09/14/15
Gandarilla, Aurea Student Services Specialist/ Student Services/ SAC	Effective: 07/01/15 – 10/08/15
Gardea, Omar Instructional Assistant/ School of Continuing Education/ SAC	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Gonzalez, Jaime District Safety Officer/ District	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Guillen, Carla General Office Clerk/ Child Development Services /District	Effective: 07/01/15 – 06/30/16

Substitute Assignments cont'd

Herrera, Abel Custodian/ School of Continuing Education/ SAC	Effective: 07/01/15 – 06/30/16
Hong, Tammy Instructional Assistant /School of Continuing Education/ SAC	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Huyen, Thu Instructional Assistant/ School of Continuing Education/ SAC	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Le, Tuan District Safety Officer/ District	Effective: 07/01/15 06/30/16 Not to exceed 19 consecutive days in any given period.
Lim, David District Safety Officer/ District	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Linares, Maria Instructional Assistant / School of Continuing Education/ SAC	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Lomeli, Elizabeth Student Services Specialist/ Student Affairs/ SAC	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Lopez Sotelo, Eduardo District Safety Officer/ District	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Lopez, Jacqueline Student Services Specialist/ Student Services/ SAC	Effective: 07/01/15 – 10/08/15
Malton, Vicky District Safety Officer/ District	Effective: 07/01/15 – 06/30/16
Martes, David District Safety Officer/ District	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.

Substitute Assignments cont'd

Martinez, Daniel District Safety Officer/ District	Effective: 07/01/15 – 06/30/16
Nguyen, Tung Instructional Assistant /School of Continuing Education/ SAC	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Palomares, Vanessa General Office Clerk/ Student Affairs/ SAC	Effective: 07/01/15 – 07/21/15
Pita, Lazaro District Safety Officer/ District	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Plascencia, Cynthia Auxiliary Services Specialist/ Bookstore/ SAC	Effective: 04/14/15 – 06/30/15
Silva, Cesar District Safety Officer/ District	Effective: 07/01/15 – 06/30/16
Tang, Jennifer Student Services Coordinator/ Counseling/ SAC	Effective: 07/01/15 – 08/24/15
Turino, Christopher District Safety Officer/ District	Effective: 07/01/15 – 06/30/16
Uicab Noh, Jose Custodian/ School of Continuing Education/ SAC	Effective: 07/01/15 – 06/30/16
Valdovinos, Liliana Instructional Assistant /School of Continuing Education/ SAC	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.
Vargas, Jorge Instructional Assistant/ School of Continuing Education/ SAC	Effective: 07/01/15 – 06/30/16 Not to exceed 19 consecutive days in any given period.

MISCELLANEOUS POSITIONS

Ando, Lucyna Izabel Presenter II/ Student Services/ SCC	Effective: 05/11/15
Azpeitia, Brenda Child Dev. Intern II/ Child Development Services / SCC	Effective: 07/01/15 – 06/30/16
Banks, Kimberly Community Services Presenter/ SAC	Effective: 06/24/15
Bonfiglio, Steve Presenter II/ Student Services/ SCC	Effective: 05/11/15
Bush, Nicholas Stage Assistant/ Fine & Performing Arts/ SAC	Effective: 07/21/15 – 06/04/16
Calderon, Ernestina Child Dev. Intern II/ Child Development Services / SAC	Effective: 07/01/15 – 06/30/16
Castelan, Maylin Child Dev. Intern II/ Child Development Services / SAC	Effective: 07/01/15 – 06/30/16
Chavez, Erika Child Dev. Intern II/ Child Development Services/ SAC	Effective: 07/01/15 – 06/30/16
Chavez, Estefani Child Dev. Intern II/Child Development Services / SAC	Effective: 07/01/15 – 06/30/16
Chavez, Jessica Child Dev. Intern II/ Child Development Services /SAC	Effective: 07/01/15 – 06/30/16
Chihuahuaque, Damaris Child Dev. Intern II/ Child Development Services /SAC	Effective: 07/01/15 – 06/30/16

MISCELLANEOUS POSITIONS cont'd

Covarrubias, Julisa Child Dev. Intern II/ Child Development Services /SAC	Effective: 07/01/15 – 06/30/16
Dimas, Joanna Child Dev. Intern II/ Child Development Services /SAC	Effective: 07/01/15 – 06/30/16
Farhadi, Vishtap Coaching Assistant/ Kinesiology/ SAC	Effective: 07/01/15 – 06/30/16
Garcia, Delia Child Dev. Intern I/ Child Development Services /SAC	Effective: 07/01/15 – 06/30/16
Gazda, Patricia Community Services Presenter II/ Science & Math/ SAC	Effective: 08/03/15
Gomez, Glendy Child Dev. Intern I/ Child Development Services /SAC	Effective: 07/01/15 – 06/30/16
Gomez, Maria Julia Child Development Services. Intern III/ Child Development Services/ CEC	Effective: 07/01/15 – 06/30/16
Gonzalez, Eva Child Dev. Intern II/ Child Development Services /SCC	Effective: 07/01/15 – 06/30/16
Gonzalez, Jessica Child Dev. Intern II/ Child Development Services/ SAC	Effective: 07/01/15 – 06/30/16
Guzman, Xochitl Child Dev. Intern II/ Child Development Services/ SAC	Effective: 07/01/15 – 06/30/16
Hernandez de Cauzor, Dora Child Dev. Intern I/ Child Development Services/ SAC	Effective: 07/01/15 – 06/30/16

MISCELLANEOUS POSITIONS cont'd

Huang, Julia Presenter/ Student Services/ SAC	Effective: 07/01/15
Jhon, Miriam Child Dev. Intern II/ Child Development Services/ SAC	Effective: 07/01/15 – 06/30/16
Jimenez, Ana Child Dev. Intern I/ Child Development Services/ SAC	Effective: 07/01/15 – 06/30/16
Jimenez, Eric Child Dev. Intern II/ Child Development Services /SAC	Effective: 07/01/15 – 06/30/16
Juarez Velez, Maria Daniela Child Dev. Intern I/ Child Development Services / SAC	Effective: 07/01/15 – 06/30/16
Le, Vy Child Dev. Intern II/ Child Development Services / SAC	Effective: 07/01/15 – 06/30/16
Lee, Minyoung Child Dev. Intern II/ Child Development Services / SAC	Effective: 07/01/15 – 06/30/16
Lin, Donna Presenter/ Student Services/ SAC	Effective: 07/01/15
Lopez de Bernal, Norma Child Dev. Intern II/ Child Development Services / SAC	Effective: 07/01/15 – 06/30/16
Lopez, Tiffany Child Dev. Intern II/ Child Development Services /SCC	Effective: 07/01/15 – 06/30/16
Lucero Michaca, Lorena Child Dev. Intern II/ Child Development Services /SAC	Effective: 07/01/15 – 06/30/16

MISCELLANEOUS POSITIONS cont'd

Marron, Adriana Child Dev. Intern II/ Child Development Services /SCC	Effective: 07/01/15 – 06/30/16
Martin, Anthony Coaching Assistant/ Kinesiology/ SAC	Effective: 07/13/15
Martinez, Joana Child Dev. Intern II/ Child Development Services /SAC	Effective: 06/15/15 – 06/30/15 07/01/15 – 06/30/16
Matthews, Evangeline Presenter II/ Student Services/ SCC	Effective: 05/11/15 – 06/30/15
Mendez De Quezada, Melina Child Dev. Intern III/ Child Development Services /SCC	Effective: 07/01/15 – 06/30/16
Mendoza, Elba Victoria Child Dev. Intern I/ Child Development Services /SAC	Effective: 07/01/15 – 06/30/16
Mercado, Carrie Child Dev. Intern III/ Child Development Services /SCC	Effective: 07/01/15 – 06/30/16
Ortiz Loeza, Elda Child Dev. Intern II/ Child Development Services / CEC	Effective: 07/01/15 – 06/30/16
Pinedo, Ana Child Dev. Intern II/ Child Development Services /SAC	Effective: 07/01/15 – 06/30/16
Quintero Vasquez, Angelica Presenter II/ Student Services/ SCC	Effective: 05/11/15 – 06/30/15
Ramirez, Lilia Child Dev. Intern III/ Child Development Services /SAC	Effective: 07/01/15 – 06/30/16

MISCELLANEOUS POSITIONS cont'd

Ramos, Jonathan Stage Assistant/ Fine & Performing Arts/ SAC	Effective: 07/21/15 – 06/04/16
Roman, Angeles Child Dev. Intern I/ Child Development Services /SAC	Effective: 07/01/15 – 06/30/16
Sabu, Bianca Presenter/ Student Services/ SAC	Effective: 07/01/15
Segura, Sandy Child Dev. Intern II/ Child Development Services /SAC	Effective: 07/01/15 – 06/30/16
Serrato, Eleanor Child Dev. Intern I/ Child Development Services /SAC	Effective: 07/01/15 – 06/30/16
Shapiro, Matthew Community Services Presenter/ OEC	Effective: 06/29/15
Ticona, Carol Child Dev. Intern II/ Child Development Services /SAC	Effective: 07/01/15 – 06/30/16
Torres, Claudia Child Dev. Intern II/ Child Development Services / CEC	Effective: 07/01/15 – 06/30/16
Walls, Lauren Child Dev. Intern II/ Child Development Services /SAC	Effective: 07/01/15 – 06/30/16
Witron, Briseyda Child Dev. Intern II/ Child Development Services /SAC	Effective: 07/01/15 – 06/30/16
Zarate, Leticia Child Dev. Intern I/ Child Development Services /SAC	Effective: 07/01/15 – 06/30/16

Instructional Associates/Associate Assistants

Criminal Justice

Brathwaite, Jamaal

Effective: 07/21/15

Miller, Jet

Effective: 07/21/15

Fire Technology

Biggs, Luke

Effective: 07/21/15

VOLUNTEERS

Diaz, Maria

Non Student Volunteer/ Counseling/ SAC

Effective: 07/21/15 – 06/30/16

Gonzales, Frank

Non Student Volunteer/ Kinesiology/ SAC

Effective: 07/21/15 – 06/30/16

Martinez, Nicole

Non Student Volunteer/ Counseling/ SAC

Effective: 07/21/15 – 06/30/16

Olivos, Ruth

Non Student Volunteer/ Counseling/ SAC

Effective: 07/21/15 – 06/30/16

**SANTA ANA COLLEGE
STUDENT ASSISTANT LIST
2014/2015**

Olivares, Juan Antonio Effective: 06/15/15-06/30/15

Counseling, Transfer Mentor Program One Time \$200.00 Stipend
Fall 2014 – Spring 2015

De La Torre, Edgar A Effective: 10/01/14-06/05/15
Dietz, Kimberly B Effective: 10/01/14-06/05/15
Garcia, Armando H Effective: 10/01/14-06/05/15
Gomez Rodriguez, Verenice Effective: 10/01/14-06/05/15
Ibarra, Diana Effective: 10/01/14-06/05/15
Lam, Huong Ngoc Effective: 10/01/14-06/05/15

**SANTA ANA COLLEGE
STUDENT ASSISTANT LIST
2015/2016**

Aguilar, Elizabeth Effective: 07/01/15-06/30/16
Antolin, Erica Tamar Effective: 07/01/15-06/30/16
Arriaza De Saucedo, Nancy Y Effective: 07/01/15-06/30/16
Arroyos, Natalia Effective: 07/01/15-06/30/16
Avalos, Alexis Effective: 07/01/15-06/30/16
Barahona Umana, Carmen Elena Effective: 07/01/15-06/30/16
Becerril, Alejandra Effective: 07/01/15-06/30/16
Bolainez, Elvis Javier Effective: 07/01/15-06/30/16
De La Rosa, Gerardo Effective: 07/01/15-06/30/16
Elias, Osiris Joshua Effective: 07/01/15-06/30/16
Eufrazio Jr, David Effective: 07/01/15-06/30/16
Flores Arriaga, Yessenia Effective: 07/01/15-06/30/16
Frias, Samuel III Effective: 07/01/15-06/30/16
Gonzalez Torres, Monica Irene Effective: 07/01/15-06/30/16
Guerrero, Melissa Effective: 07/01/15-06/30/16
McCarty Camacho Nunez, Judith Anne Effective: 07/01/15-06/30/16
Medina, Adriana Effective: 07/01/15-06/30/16
Nguyen, Kristy Effective: 07/01/15-06/30/16
Ochoa, Julia Adelina Effective: 07/01/15-06/30/16
Ramirez, Nancy Effective: 07/01/15-06/30/16
Romero, Gladys Effective: 07/01/15-06/30/16
Ruiz, Cristina V Effective: 07/01/15-06/30/16
Salinas, Thalia S Effective: 07/01/15-06/30/16
Sanchez Bazan, Angel A Effective: 07/01/15-06/30/16
Sandate, Chau Effective: 07/01/15-06/30/16
Sandoval, Edith Effective: 07/01/15-06/30/16
Tran, Lan Thi Diem Effective: 07/01/15-06/30/16
Try, Christian Vanna Effective: 07/01/15-06/30/16
Vasquez-Bruno, Allyson Effective: 07/01/15-06/30/16

Santiago Canyon College
Student Assistant New Hire List

NEW HIRE LIST THROUGH JUNE 30, 2015

Gaughan, Sydney	Effective: 06/15/15 – 06/30/15
White, James	Effective: 06/22/15 – 06/30/15
Williams, Jason	Effective: 06/17/15 – 06/30/15

ONE TIME CAMP STIPEND \$1,397.50 Spring 2015

Espinoza Sotelo, Sonia	Effective: 06/30/15
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NEW HIRE LIST JULY 1, 2015 THROUGH JUNE 30, 2016

Akpala, Maye	Effective: 07/01/15 – 06/30/16
Apatiga, Jessica	Effective: 07/01/15 – 06/30/16
Avila, Vanesa	Effective: 07/01/15 – 06/30/16
Bagnall, Jodi Anne	Effective: 07/02/15 – 06/30/16
Baldizon, Alexa	Effective: 07/01/15 – 06/30/16
Barnes, April	Effective: 07/01/15 – 06/30/16
Brown, Kendra	Effective: 07/01/15 – 06/30/16
Cortez, Leslie	Effective: 07/01/15 – 06/30/16
Cortez, Sonia	Effective: 07/01/15 – 06/30/16
De Rosas, Angelica	Effective: 07/01/15 – 06/30/16
Espinoza, Luis	Effective: 07/01/15 – 06/30/16
Flores, Michelle	Effective: 07/01/15 – 06/30/16
Gutierrez Garcia, Maria	Effective: 07/01/15 – 06/30/16
Garrido, Guadalupe	Effective: 07/01/15 – 06/30/16
Guevara Aguilar, M Santos	Effective: 07/01/15 – 06/30/16
Gaughan, Sydney	Effective: 07/01/15 – 06/30/16
Kaddoura, Tara	Effective: 07/01/15 – 06/30/16
Lagunas Corona, Edgar	Effective: 07/01/15 – 06/30/16
Leal, Karina	Effective: 07/01/15 – 06/30/16
McKim, Catherine	Effective: 07/01/15 – 06/30/16
Medina, Jessica	Effective: 07/01/15 – 06/30/16
Najera Adame, Rodolfo	Effective: 07/01/15 – 06/30/16
Navarro, Kimberly	Effective: 07/01/15 – 06/30/16
Oglesby, Kenya	Effective: 07/01/15 – 06/30/16
Patel, Ramesha	Effective: 07/01/15 – 06/30/16
Peet, Kelly	Effective: 07/01/15 – 06/30/16
Pham, Kevin	Effective: 07/01/15 – 06/30/16
Richter, Sara	Effective: 07/06/15 – 06/30/16
Salgado, Jovani	Effective: 07/01/15 – 06/30/16
Solis, Brian	Effective: 07/01/15 – 06/30/16
Shuss, Sabrina	Effective: 07/01/15 – 06/30/16
Terry, Christi	Effective: 07/01/15 – 06/30/16
Thai, Linh Hoan	Effective: 07/01/15 – 06/30/16
Torres, David	Effective: 07/01/15 – 06/30/16
Varela, Evan	Effective: 07/01/15 – 06/30/16
Vazquez, Ivan	Effective: 07/01/15 – 06/30/16
Vasquez, Yajaira	Effective: 07/01/15 – 06/30/16
Veliz, Angie	Effective: 07/01/15 – 06/30/16
Villeda, Aileen	Effective: 07/01/15 – 06/30/16
White, James	Effective: 07/01/15 – 06/30/16
Williams, Jason	Effective: 07/01/15 – 06/30/16
Xala, Esteban	Effective: 07/01/15 – 06/30/16

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources and Educational Services

To:	Board of Trustees	Date:	July 20, 2015
Re:	Adoption of Rancho Santiago Community College District's Initial Bargaining Proposal to the California School Employees Association (CSEA) Chapter 579		
Action:	Request for Approval		

BACKGROUND

Pursuant to Government Code Section 3547(a) the Rancho Santiago Community College District's initial bargaining proposal to the California School Employees Association (CSEA) Chapter 579 was presented for information and public review at the June 15, 2015 Board of Trustees meeting. At that time, a public hearing on this proposal was scheduled for the July 20, 2015 Board of Trustees meeting.

ANALYSIS

After considering any comment received during the public hearing, the Board of Trustees may now take action to approve its bargaining proposal.

RECOMMENDATION

It is recommended that the Board of Trustees adopt the district's initial bargaining proposal to the California School Employees Association (CSEA) Chapter 579.

Fiscal Impact: To Be Determined	Board Date: July 20, 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	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BARGAINING PROPOSAL TO THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 579
JULY 20, 2015**

Article 10 –Leaves

Review catastrophic sick leave provisions.

Article 12 – Vacation Leave

Review vacation accrual limits and procedures.

Article 14 – Wages and Hours

Maintain current salary schedule

Article 19 – Health and Welfare

Maintain district contributions at current level. Review language regarding annual percentage increases.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources and Educational Services

To:	Board of Trustees	Date: July 20, 2015
Re:	Adoption of Rancho Santiago Community College District's Initial Bargaining Proposal to the Child Development Center Teachers, CSEA Chapter 888	
Action:	Request for Approval	

BACKGROUND

Pursuant to Government Code Section 3547(a) the Rancho Santiago Community College District's initial bargaining proposal to the Child Development Center Teachers, CSEA Chapter 888 was presented for information and public review at the June 15, 2015 Board of Trustees meeting. At that time, a public hearing on this proposal was scheduled for the July 20, 2015 Board of Trustees meeting.

ANALYSIS

After considering any comment received during the public hearing, the Board of Trustees may now take action to approve its bargaining proposal.

RECOMMENDATION

It is recommended that the Board of Trustees approve the district's initial bargaining proposal to the Child Development Center Teachers, CSEA Chapter 888.

Fiscal Impact: To Be Determined	Board Date: July 20, 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	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BARGAINING PROPOSAL TO THE
CHILD DEVELOPMENT CENTERS - CSEA CHAPTER 888
July 20, 2015**

Article 8 – Wages and Hours

8.1 Salary

Maintain current salary schedule.

8.2 Calendar

Adjust annual work days to match college credit and continuing education instructional calendars.

Article 11 – Health and Welfare

Maintain current district contributions.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources and Educational Services

To:	Board of Trustees	Date: July 20, 2015
Re:	Adoption of Rancho Santiago Community College District's Initial Bargaining Proposal to the Continuing Education Faculty Association (CEFA).	
Action:	Request for Approval	

BACKGROUND

Pursuant to Government Code Section 3547(a) the Rancho Santiago Community College District's initial bargaining proposal to the Continuing Education Faculty Association (CEFA) was presented for information and public review at the June 15, 2015 Board of Trustees meeting. A public hearing on this proposal was scheduled for the July 20, 2015 Board of Trustees meeting.

ANALYSIS

After considering any comment received during the public hearing, the Board of Trustees may now take action to approve its bargaining proposal.

RECOMMENDATION

It is recommended that the Board of Trustees adopt the district's initial bargaining proposal to the Continuing Education Faculty Association (CEFA).

Fiscal Impact: None	Board Date: July 20, 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	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BARGAINING PROPOSAL TO THE
CONTINUING EDUCATION FACULTY ASSOCIATION (CEFA)
July 20, 2015**

Article 6 – Evaluation Procedures

Modify procedures for delivery and receipt of evaluations.

Modify Professional Responsibilities listed on Classroom/Worksite Observation Report

Article 9 – Association Rights

Clarify language and procedures regarding complaints.

Article 11 – Wages and Hours

Maintain current salary schedule.

Provide 0.5% on schedule salary increase if 2015-16 funded growth equals or exceeds 2.5%.

Article 12 – Assignments

Revise assignment procedures to enhance ability to serve student needs.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources and Educational Services

To:	Board of Trustees	Date:	July 20, 2015
Re:	Adoption of Rancho Santiago Community College District's Initial Bargaining Proposal to the Faculty Association of the Rancho Santiago Community College District (FARSCCD)		
Action:	Request for Approval		

BACKGROUND

Pursuant to Government Code Section 3547(a) the Rancho Santiago Community College District's initial bargaining proposal to the Faculty Association of the Rancho Santiago Community College District (FARSCCD) was presented for information and public review at the June 15, 2015 Board of Trustees meeting. At that time, a public hearing on this proposal was scheduled for the July 20, 2015 Board of Trustees meeting.

ANALYSIS

After considering any comment received during the public hearing, the Board of Trustees may now take action to approve its bargaining proposal.

RECOMMENDATION

It is recommended that the Board of Trustees adopt the district's initial bargaining proposal to the Faculty Association of the Rancho Santiago Community College District (FARSCCD).

Fiscal Impact: To Be Determined	Board Date: July 20, 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	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BARGAINING PROPOSAL TO THE
FACULTY ASSOCIATION OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
JULY 20, 2015**

Article 5 – Health and Welfare Benefits

Maintain district contributions at current levels. Review language regarding annual percentage increases.

Article 6 – Instructional Hours, Duties and Workload

Develop 2016 – 2017 Instructional Calendar

Article 7 – Salaries

Maintain 9th Place Ranking

Provide Step and Column Movement

Provide 0.5% on schedule salary increase if 2015-16 funded growth equals or exceeds 2.5%.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources and Educational Services

To:	Board of Trustees	Date:	July 20, 2015
Re:	Presentation of the Faculty Association of Rancho Santiago Community College District (FARSCCD) 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 Faculty Association of Rancho Santiago Community College District's initial bargaining proposal 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

Contract negotiations cannot begin until after the Board of Trustees conducts a public hearing on this proposal at its August 17, 2015 meeting.

RECOMMENDATION

It is recommended that the Board of Trustees schedule a public hearing for August 17, 2015.

Fiscal Impact: To be Determined	Board Date: July 20, 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	

FARSCCD Initial Proposal for 2015-2016 Contract

Submitted July 9, 2015

Article 7: Salaries

7.1.1.A

Increase the full-time and part-time/beyond-contract salary schedules by 2.0%.

Appendices E, F, and G: Salary Schedules for 175-, 192-, and 225-day Faculty

Add another regular step (17) to columns IV, V, VI, and VII.

Appendix H:

Add one step to the Summer salary schedule.

Appendix I:

Add one step to the Part-time/Beyond Contract salary schedule.

Article 5: Benefits

5.2.3 Other Contributions

Add another District contribution item to cover the HMO faculty cost increases due to the new medical plan's higher out-of-pocket maximums.

Article 6: Instructional Hours, Duties and Workload

6.2.4

Establish the online class size maximum at 40, with the exception of online English classes at 28. These limits may be exceeded only with consent of the instructor.

6.2.5 and Appendix K

For 2015-16, update as necessary the department chair and coordinator information in Appendices K-2 and K-3.

6.2.6 Academic Senate Released Time

Increase by 5 LHE (for a total of 65 LHE per year) the amount of released time provided for each academic senate, to be utilized for assignments throughout the year as determined by each senate.

Article 7: Salaries

7.3 Beyond Contact & Part-time Assignments for College Credit Instructors

Increase lab rate to 1.0 LHE for courses with instruction, grading, and preparation duties that are equal to those required for lecture courses.

Article 8: Evaluation

Clarify contract language (section 8.5, etc.) relating to the student evaluation process.

Other Items

1. Reduce adjunct-faculty parking permit fee to \$12.50 per semester or \$25.00 per year.
2. After the semester or term begins, allow student adds only with consent of the instructor.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Human Resources and Educational Services

To:	Board of Trustees	Date: July 20, 2015
Re:	Approval of Agreement with AON Consulting, Inc. for Benefit Plan Consultation Services	
Action:	Request for Authorization	

BACKGROUND

AON Consulting has been our Broker of Record for our employee benefit programs for more than 10 years. This year we moved into the ASCIP insurance pool for our medical, dental and vision benefits so AON's role as our broker has been diminished.

ANALYSIS

We would like to enter into a new agreement with AON Consulting that reflects their change in scope of work as our Broker of Record.

RECOMMENDATION

It is recommended that the Board of Trustees approve the agreement with AON Consulting, Inc.

Fiscal Impact: \$0 AON fees paid by commission	Board Date: July 20, 2015
Prepared by: Don Maus, Risk Manager	
Submitted by: John Didion, Executive Vice Chancellor, Human Res. and Ed. Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

Master Consulting Agreement

This Master Consulting Agreement, including the General Terms and Conditions and any Schedules attached hereto or incorporated by reference, (collectively, the "Agreement"), effective the 1st day of July, 2015 ("Effective Date"), sets forth the terms and conditions related to the provision of consulting services to **Rancho Santiago Community College District** and its affiliates ("Client") by Aon Consulting, Inc. and its respective affiliates (collectively, "Aon Hewitt").

This Agreement will cover all services provided by Aon Hewitt to Client ("Services"), excluding any administrative services covered by a separate agreement signed between the parties. The General Terms and Conditions of this Agreement may be amended only by a writing signed by the parties. Terms related to specific Services and the fees associated therewith may be added by Schedules or other communication between the parties. Each email, engagement letter, attachment to this Agreement or other writing mutually agreed upon between the parties that contains a description of Services constitutes a "Schedule" to this Agreement.

Any notices which may be required under this Agreement shall be considered as having been given if faxed with follow-up original mailed by U.S. First Class mail, addressed as follows:

If to Client:
Rancho Santiago CCD
2323 N. Broadway
Santa Ana, CA 92706
Attn.: John Didion
Facsimile: _____

If to Aon Hewitt:
Aon Hewitt
4 Overlook Point
Lincolnshire, IL 60069-4302
Attn.: Chief Counsel
Facsimile: 847-554-1462

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Master Consulting Agreement:

Rancho Santiago Community College District

Aon Consulting, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

General Terms and Conditions

1. Fees and Expenses

- (a) Fees for Services shall be charged in accordance with the appropriate Schedules or with another mutually agreeable writing detailing the Services or, if no Schedule or other writing applies, fees will be determined on a time and materials basis in accordance with Aon Hewitt's standard billing rates and the value of our services based on our time, complexity, and the level of skill and urgency required.
- (b) Fees and expenses are due and payable within thirty (30) days of the invoice date. Client will promptly notify Aon Hewitt of any questions regarding invoices so that Aon Hewitt can expect timely payment. Interest at nine percent (9%) per year will accrue after the invoice due date until payment is received. If Client requests that Aon Hewitt pay outside suppliers on Client's behalf, a ten percent (10%) administrative service charge will be added to the amount paid by Aon Hewitt.
- (c) Client shall pay all reasonable travel and related living expenses incurred by Aon Hewitt's personnel in performing Services for Client. A seven percent (7%) charge for miscellaneous expenses not directly allocable to each client (such as copying, postage and internal communication networks and databases) is added to all service fees provided.
- (d) Client shall pay any and all taxes, however designated, that are based on this Agreement or on the charges set forth in any Schedule, except for taxes based on the net income of Aon Hewitt or employment taxes for Aon Hewitt personnel.

2. Additional Services and/or Change in Services

Client may, at any time, request additions and/or changes to the Services. Such additions and/or changes, including any fees or fee adjustments related to such additions and/or changes, shall be confirmed between the parties and may be documented with a Schedule, an amended Schedule, or other mutually agreeable writing.

3. Term and Termination

- (a) This Agreement shall commence on the Effective Date set forth above and shall continue until terminated by either party as provided in Section 3(b) or Section 3(c). For purposes of this Agreement, "Year" means the twelve (12) month period commencing on the Effective Date set forth above and each anniversary thereafter. Services under a particular Schedule shall commence as of the date indicated on the Schedule and shall continue for the period stated in such Schedule or until terminated by either party as provided in Section 3(b) or Section 3(c).
- (b) Either party may terminate this Agreement, or any Schedule or Service (or any part thereof), for convenience at any time upon sixty (60) days prior written notice to the other party.
- (c) Either party may terminate this Agreement, or any Schedule or Service (or any part thereof), for cause upon thirty (30) days prior written notice to the other party, provided that such other party shall have the opportunity to cure any breach within such thirty (30) days.
- (d) Upon the effective date of termination, Client will pay Aon Hewitt for all fees and expenses due hereunder in connection with the terminated Services through the effective date of termination including any unpaid Service implementation fees or expenses and any mutually agreed upon transition assistance extending beyond such termination.
- (e) Completion or termination of any Schedule or Service under this Agreement shall not constitute termination of this Agreement, it being the intent of both parties to leave this Agreement in effect until terminated as specified herein. Each Schedule shall terminate upon the earlier of its termination date or the termination date of this Agreement, provided however, if the term of a Schedule extends beyond the termination date of this Agreement, the applicable terms of this Agreement shall extend automatically for such Schedule until such Schedule's termination or expiration date.

4. Delays

Neither party will be in breach of this Agreement or any Schedule as a result of, nor will either party be liable to the other party for, liabilities, damages, or other losses arising out of delays in performance caused by acts of God, government authority, strike or labor disputes, fires or other loss of facilities, breaches of contract by suppliers or others, telephone system, or Internet service provider or other utility outages, equipment malfunctions, computer downtime, and similar occurrences outside the control of the party as long as such party is diligently attempting to correct the cause of the delay.

During any such delay in performance, the delayed party will implement reasonable work-around plans, computer system disaster recovery, alternate sources, or other commercially reasonable means to facilitate the performance of its obligations under this Agreement until the delay has ended or failure has been corrected.

5. Ownership and Control of Data and Work Product

- (a) Aon Hewitt has created, acquired or otherwise has rights in, and may, in connection with the performance of Services hereunder, employ, provide, modify, create, acquire or otherwise obtain rights in, various concepts, ideas, methods, methodologies, procedures, processes, know-how, and techniques (including, without limitation, function, process, system and data models); templates; software systems, user interfaces and screen designs; general purpose consulting and software tools; websites; benefit administration systems; and data, documentation, and proprietary information and processes ("Aon Hewitt Information").
- (b) All right, title and interest in and to any data, information and other materials furnished to Aon Hewitt by Client hereunder ("Client Information") are and shall remain Client's sole and exclusive property. Client grants to Aon Hewitt a license to use such Client Information to provide the Services. Except as provided below, upon full and final payment to Aon Hewitt hereunder, any Aon Hewitt work product which the parties expressly agree is created solely and exclusively to be owned by Client (the "Deliverables"), if any, shall become the property of Client. To the extent that any Aon Hewitt Information is contained in any of the Deliverables, subject to the terms of this Agreement, Aon Hewitt hereby grants to Client a paid-up, royalty-free, nonexclusive license to use such Aon Hewitt Information solely for Client's internal use in connection with the Deliverables.
- (c) To the extent that Aon Hewitt utilizes any of its property, including, without limitation, the Aon Hewitt Information, in connection with the performance of Services, such property shall remain the property of Aon Hewitt and, except for the limited license expressly granted in the preceding paragraph, the Client shall acquire no right or interest in such property. Client will honor Aon Hewitt copyrights, patents, and trademarks relating to Services, Deliverables and Aon Hewitt Information, and will not use Aon Hewitt's name or other intellectual property without Aon Hewitt's prior written consent.
- (d) Provided that Client promptly notifies Aon Hewitt of a claim that the Aon Hewitt Information infringes a presently issued U.S. patent or copyright, Aon Hewitt will defend such claim at its expense and will indemnify Client for any costs and damages that may be awarded against Client in connection with such claim. Aon Hewitt will not indemnify Client, however, if the claim of infringement results from (i) use of other than the most recent version of the Aon Hewitt Information made available to Client by Aon Hewitt; (ii) Client's alteration of the Aon Hewitt Information; (iii) use of any Aon Hewitt Information in combination with other software not provided by Aon Hewitt; or (iv) improper use of Aon Hewitt Information.
- (e) Nothing contained in this Agreement will prohibit Aon Hewitt from using any of its general knowledge or knowledge acquired under this Agreement (excluding Client's Confidential Information) to perform similar services for others.

6. Confidentiality

- (a) For the purposes of this Agreement, "Confidential Information" includes: (i) the terms of this Agreement (including any Schedules); (ii) Client Information; (iii) Aon Hewitt Information; (iv) oral and written information designated by a party as confidential prior to the other party obtaining access thereto; and (v) oral and written information which should reasonably be deemed confidential by the recipient whether or not such information is designated as confidential. Each party's respective Confidential Information will remain its sole and exclusive property.
- (b) Each party will use reasonable efforts to cause its employees to minimize distribution and duplication and prevent unauthorized disclosure of the Confidential Information of the other party. Each party agrees that only employees who have a need to know the Confidential Information of the other party will receive such Confidential Information. No party will disclose the other party's Confidential Information to a third party without the prior written consent of the other party, which consent may be conditioned upon the execution of a confidentiality agreement reasonably acceptable to the owner of the Confidential Information, except that Aon Hewitt may use Client's Confidential Information in combination with other data, including the disclosure of such information to third parties, provided that no such Client Confidential Information is identifiable by Client or Client employee and that either party may disclose the other party's Confidential Information to its legal counsel and auditors. Aon Hewitt may also disclose Client's Confidential Information to any subcontractor or, as instructed by Client, to any other third party providing services to Client under this Agreement as reasonably necessary for such subcontractor or third party to perform its services, provided that any such subcontractor is subject to a confidentiality agreement. Aon Hewitt may retain a copy of all Client Confidential Information for archival purposes.

- (c) Confidential Information does not include information if and to the extent such information: (i) is or becomes generally available or known to the public through no fault of the receiving party; (ii) was already known by or available to the receiving party prior to the disclosure by the disclosing party; (iii) is subsequently disclosed to the receiving party by a third party who is not under any obligation of confidentiality to the party who disclosed the information; or (iv) has already been or is hereafter independently acquired or developed by the receiving party without violating any confidentiality agreement with or other obligation to the party who disclosed the information.
- (d) The receiving party may disclose Confidential Information of the disclosing party if required to as part of a judicial process, government investigation, legal proceeding, or other similar process, provided that the receiving party has given prior written notice of such requirement to the disclosing party. Reasonable efforts will be made to provide this notice in sufficient time to allow the disclosing party to seek an appropriate confidentiality agreement, protective order, or modification of any disclosure, and the receiving party will reasonably cooperate in such efforts.

7. Representations and Responsibilities

- (a) Aon Hewitt represents that it: (i) shall, at all times during the term of this Agreement, remain in material compliance with all laws and regulations applicable to it as a service provider, including any required licenses, permits, or registrations, necessary for Aon Hewitt to be able to perform the Services; and (ii) has no outstanding commitment or agreement to which it is a party or legal impediment of any kind known to it which is likely to limit, restrict, or impair the rights granted to Client hereunder. If a potential conflict should arise, Aon Hewitt will discuss the situation with Client.
- (b) Client will submit to Aon Hewitt all Client Information in Client's control necessary for Aon Hewitt to perform the Services covered by this Agreement. The Services are not of a legal nature, and Aon Hewitt will in no event give, or be required to give, any legal opinion or provide legal representation to Client. Client will maintain in compliance with applicable law any and all benefit plan legal documents related to the Services. Client is responsible for the accuracy and completeness of any and all Client Information that is submitted to Aon Hewitt. Client agrees to notify Aon Hewitt as soon as possible of any problems or errors in Client Information submitted. Services performed by Aon Hewitt in correcting such problems or errors are additional services for which additional fees will be payable.
- (c) Aon Hewitt is not a fiduciary within the meaning of the Employee Retirement Income Security Act (ERISA) or other legislation. Aon has no discretion with respect to the management or administration of Client's employee benefit plans, and/or control or authority over any assets of Client's employee benefit plans, including the investment of those assets. All such discretion and control remain with Client and other fiduciaries to Client's employee benefit plans.

8. Liability/Indemnification

- (a) Aon Hewitt will correct its work product without additional charge if any errors or omissions occur in its work. Aon Hewitt shall indemnify and hold Client harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable attorneys' fees and expenses) (collectively, a "Loss" or "Losses") arising from Aon Hewitt's failure to comply with the applicable terms and conditions of this Agreement (regardless of whether such Loss is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose or otherwise):
 - (i) for all Losses arising from Services performed in a particular Year, in an amount not to exceed the amount of the fees paid to Aon Hewitt under this Agreement during such Year, and,
 - (ii) without regard to the limitations of Section 8(a)(i), for Losses arising from (aa) Aon Hewitt's willful, fraudulent or criminal misconduct, (bb) bodily injury, including death, or damage to personal or real property, (cc) infringement by Aon Hewitt Information pursuant to Section 5(d) hereof, and (dd) Aon Hewitt's breach of its confidentiality obligations set forth in Section 6 hereof. Any claim under this Section 8(a) must be asserted before the date that is three (3) years following the act or omission giving rise to the claim.
- (b) Subject to Aon Hewitt's indemnity obligations in Sections 5(d) and 8(a), Client shall indemnify, defend, and hold Aon Hewitt harmless from and against any and all Losses arising from (i) claims made by third parties, including, without limitation, Client's employees, affiliates, and plans with respect to the Services provided hereunder, or (ii) Client's failure to comply with the applicable terms and conditions of this Agreement, including without limitation, any infringement of Aon Hewitt Information by Client in violation of Section 5 or any breach by Client of the confidentiality provisions of Section 6.

- (c) In no event will either party be liable to the other party for incidental, consequential, special, or punitive damages (including loss of profits, data, business or goodwill, or government fines, penalties, taxes, or filing fees), regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose or otherwise, and even if advised of the likelihood of such damages.
- (d) Notwithstanding the foregoing, as applicable to the Client and the Services, Aon Hewitt will not be liable to Client for any amounts for which Client or any of its employee benefits plans would have been responsible to pay irrespective of any act, error or omission by Aon Hewitt, including interest adjustments. Each of Aon Hewitt and Client agrees to use reasonable efforts to mitigate its own, as well as the other party's, liability, damages, and other losses suffered in connection with this Agreement.

9. **Dispute Resolution**

Except as provided in Section 12(h), the following procedures shall be used in the event of any dispute or controversy arising out of or relating to this Agreement. All negotiations between the parties conducted pursuant to the dispute resolution process described herein (and any of the parties' submissions in contemplation hereof) shall be kept confidential by the parties and shall be treated by the parties and their respective representatives as compromise and settlement negotiations for purposes of the applicable court rules of evidence.

(a) The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Either party may give the other party written notice of any dispute not resolved in the ordinary course of business. Within fifteen (15) days after delivery of the notice, the party receiving the notice shall submit to the other a written response.

(b) Within thirty (30) days after delivery of the notice, the designated executives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other shall be honored in a timely fashion.

(c) If the matter in dispute has not been resolved within sixty (60) days after delivery of the notice, or if the parties fail to meet within thirty (30) days, the dispute shall be referred to more senior executives who have authority to settle the dispute and who shall likewise meet in an attempt to resolve the matter in dispute. If the matter has not been resolved within thirty (30) days after it has been referred to the more senior executives, or if no meeting of such senior executives has taken place within fifteen (15) days after such referral, either party may seek alternative legal remedies as it deems appropriate.

10. **Insurance/Indemnity**

(a) **Coverage.** Aon Hewitt shall maintain, at all times during the term of this Agreement, the following minimum insurance coverages and limits:

- (i) Workers' Compensation and related insurance as prescribed by the law of the state in which the Services are to be performed;
- (ii) General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and
- (iii) Professional Liability in the amount of \$1,000,000 per occurrence and in the aggregate.

(b) **Best Rating.** Aon Hewitt will place such insurance with carriers possessing a B+VII or better rating, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies.

11. **Successors and Assigns**

This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of Aon Hewitt and Client. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, except a party may assign its rights and obligations to an affiliate entity controlled by, controlling, or in common control with the assigning party.

12. **Miscellaneous**

(a) The headings used herein are for convenience only and will not affect the interpretation of this Agreement.

- (b) This Agreement has been entered into for the sole benefit of Client and Aon Hewitt, and in no event will any third-party benefits or obligations be created thereby.
- (c) This Agreement and any Schedule hereunder may be executed in two or more counterparts, each of which will be deemed an original for purposes of this Agreement or the Schedule.
- (d) The relationship between the parties is that of independent contractors. Nothing in this Agreement will be deemed or construed to create a joint venture, agency, or partnership between the parties for any purpose or between the partners, officers, members, or employees of the parties by virtue of either this Agreement or actions taken pursuant to this Agreement. Aon Hewitt personnel will remain Aon Hewitt's employees for all purposes, including, but not limited to, determining responsibility for all payroll-related obligations.
- (e) Aon Hewitt may enter into subcontracts to perform a portion of the Services under this Agreement provided that Aon Hewitt shall remain responsible for the acts or omissions of such subcontractors as if such subcontracted activities had been performed by Aon Hewitt.
- (f) Aon Hewitt may include Client and its trademarks and logos on Aon Hewitt's customer lists, proposals and other communications not intended for general distribution.
- (g) It is expressly understood and agreed that the obligations of Sections 5, 6, 8, 9, 11, and 12 herein, as well as all payment obligations arising on or before the date of termination or expiration of the term of this Agreement, will survive the termination or expiration of this Agreement.
- (h) Both parties agree that injunctive relief is appropriate in enforcing the confidentiality provisions of this Agreement. In the event of any action to construe or enforce this Agreement or any portion thereof, the prevailing party will be entitled to recover, in addition to any charges fixed by the court, its costs and expenses of suit, including reasonable attorneys' fees and expenses.
- (i) If any provision of this Agreement or portion thereof is declared invalid, the remaining provisions will nevertheless remain in full force and effect.
- (j) In the event any terms of any Schedule conflict with the terms contained in these General Terms and Conditions, the terms of such Schedule will prevail.
- (k) This Agreement is subject to OFAC compliance (i.e., the laws and regulations enforced by the United States Office of Foreign Assets Control and each party's compliance policies relating thereto). Since Aon Hewitt can be held accountable under such laws and regulations in connection with its provision of the Services, Client confirms that it will screen against OFAC's list of Specially Designated Nationals and Blocked Persons those parties with whom Aon Hewitt will interact at Client's direction in providing the Services (e.g., Client's employees, participants, other vendors, etc.). If a possible match is identified as a result of a screen, Client shall notify Aon Hewitt, and the parties will cooperate with each other in resolving the matter (which may include adjustments to the Services or regulatory notifications).
- (l) This Agreement will be construed and enforced in accordance with the internal laws and judicial decisions of the State of Illinois, excluding its conflict of laws rules that would refer to and apply the substantive laws of another jurisdiction. To facilitate judicial resolution and save time and expense, the parties irrevocably and unconditionally agree not to demand a trial by jury in any action, proceeding or counterclaim arising out of or relating to the Services or this Agreement.
- (m) This Agreement, including any Schedules and the materials incorporated herein from time to time, constitutes the entire agreement of the parties and supersedes all previous oral or written negotiations and agreements relating to the subject matter hereof (including the subject matter of such Schedules). For the avoidance of doubt, this Agreement also supersedes the terms and conditions in any purchase order, engagement letter or general consulting services agreement between Aon Hewitt and Client. For the avoidance of doubt, the effective date of each Schedule shall be set forth therein. There have been no representations or statements, oral or written, that have been relied on by any party hereto except those expressly set forth herein.

[End of Document]



Statement of Work

Employee Benefit Plan Consulting Services

This Statement of Work ("SOW"), effective as of July 1, 2015, is between **Aon Consulting, Inc.**, an Aon Hewitt company, and its licensed brokerage affiliates ("Aon Hewitt") and **Rancho Santiago Community College District** ("Client"). This SOW and the services provided hereunder are subject to the terms and conditions in the Master Consulting Agreement between Aon Hewitt and Client, dated as of July 1, 2015 ("MCA"). In the event of any conflict between this SOW and the MCA, the terms of this SOW shall govern.

This SOW commences on July 1, 2015, and will remain in effect until December 31, 2016, unless terminated earlier by either party as permitted in the MCA. Aon Hewitt's obligation to render services will end at the expiration of this SOW.

Services

The services to be provided under this SOW are set forth in Exhibit A hereto ("Services"). Any work product arising out of the services set forth in Exhibit A shall constitute the "Deliverables" as that term is defined in Section 5 of the MCA.

Client acknowledges that, in order for Aon Hewitt to meet critical completion dates and operate within budget expectations, Client will need to provide information requested by Aon Hewitt at various intervals. For example, Aon Hewitt may need Client to:

- Provide historical benefit plan documentation.
- React to preliminary project findings.
- Be accessible for conference calls and/or meetings.
- Approve final versions of project-related documentation.
- Provide written approval of Aon Hewitt's compensation and written instruction to bind Client's chosen insurance program.

Fees and Payment Schedule

Aon Hewitt is named broker of record for the plan. Aon Hewitt will receive commissions as disclosed and agreed to in a separate comprehensive disclosure statement, which will be provided in advance of insurance placements. Where permitted by applicable law, a portion of these commissions will be used for the purpose of delivering services to your employee benefit plan. Aon Hewitt will be responsible for the delivery of services described in this SOW. If services listed in Exhibit A are not permitted to be offset by the commissions received, then you will pay for those services based on the time required to complete the assignment, or via a fixed fee if provided for in this SOW. Unless otherwise set forth in such writing, our fees for other projects will be determined in accordance with Aon Hewitt's then current billing rates and the value of our services based on our time, complexity, and the level of skill and urgency required. We will discuss estimated fees in more detail for larger projects. If you remove us as broker of record during the course of this Agreement, commissions are not subject to return.]

Change In Scope

Please be aware that requested changes in the scope of services provided by Aon Hewitt could result in an increase in fees and charges. Changes in scope could include, but are not limited to, the following:



Empower Results®

- Bidding the medical, dental or vision coverage;
- Assignment of additional roles, responsibilities, or functions related to the plan; or
- Other factors which were not anticipated and increase the complexity of timing of plan operations or which affect Aon Hewitt's responsibilities or duties.

In the event that Client's operations or insurance programs substantially change by merger, acquisition, expansion, or other material change in scope and nature of exposures, Client will inform Aon Hewitt, and Client and Aon Hewitt will negotiate in good faith to revise this SOW as appropriate.

Changes in the services or additional projects may also be included as part of this engagement, as mutually agreed to in writing or email by the parties. Unless otherwise set forth in such writing, Aon Hewitt's fees for other projects will be determined on a time and materials basis in accordance with Aon Hewitt's then current billing rates and the value of Aon Hewitt's services based on Aon Hewitt's time, complexity, and the level of skill and urgency required. Aon Hewitt will discuss estimated fees in more detail for larger projects. Materials include (but are not limited to) such items as printing, binding, shipping, outside supplier charges, etc.

Disclosures

Aon Hewitt will disclose to Client all marketing quotes, including any applicable commission rates, received prior to binding any coverages for Client's insurance programs. Client will also be provided prior to binding with a disclosure of any amounts to be paid to Aon Hewitt and/or Aon Hewitt affiliate intermediaries if available, in connection with coverages placed for Client's insurance programs, including any fees, if applicable, paid to Aon Hewitt for services it provides to third parties.

In addition to retail commissions, Aon Hewitt may receive additional forms of compensation from insurers and third parties including but not limited to: national additional commissions, subscription market brokerage charges and/or administrative expense reimbursements. This revenue is in addition to and shall not be credited against the fees or any other compensation earned hereunder and shall not be applied to any service set forth in Exhibit A. As of the effective date of this SOW, the Health and Benefits Practice does not accept contingent compensation. If our policy on accepting contingent compensation changes, we will notify you at that time. Additional information is available upon request.

In some instances, insurance placements made by Aon Hewitt on Client's behalf may require the payment of state surplus lines or other premium taxes and/or fees in addition to the premium itself. Aon Hewitt will make every effort to identify any of these taxes and/or fees in advance, but in all instances the payment of these taxes and/or fees will remain Client's responsibility. Aon Hewitt will invoice Client for the payment of these taxes and fees. Client acknowledges its responsibility to report and communicate in writing to Aon Hewitt changes in exposures, loss related data, and other material changes during the course of this SOW.

Aon Hewitt's goal is to procure insurance for Client with insurance companies possessing the financial strength to perform in today's economic environment. Toward this objective, Aon Hewitt regularly reviews publicly available information concerning an insurer's financial condition, including, but not limited to:

- Approvals by various regulatory authorities;
- Analyses of insurers by professional rating agencies such as A.M. Best, Standard and Poor's, Moody's, and/or Fitch; and
- The input of Aon Hewitt's global affiliates and correspondents.

Most Aon Hewitt placements are made with insurers that are rated "Excellent" by the professional rating agencies; however, Aon Hewitt does not guarantee the solvency of any insurer. Aon Hewitt



encourages Client to review the publicly available information made available by Aon Hewitt. The decision to accept or reject an insurer will be made solely by Client.

Aon Hewitt and/or its affiliates may from time to time maintain contractual relationships with the insurers that are recommended as potential markets, or with whom Client's coverage may ultimately be placed. Further details concerning Aon Hewitt's relationship with insurance carriers can be found at http://www.aon.com/about_aon/corporate_governance/guidelines_policies/market_relationship.jsp.

Aon Hewitt's professional services do not in any case include legal, investment, or accounting services, and we are not a fiduciary to your plans. The services and work product provided by Aon Hewitt hereunder are provided solely for your internal use; they are not intended to be used or relied upon by third parties.

This SOW must be signed below by authorized representatives of the parties. Counterparts may be delivered via facsimile, electronic mail (including pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.



Empower Results[®]

By: _____

Name: _____

Title: _____

Date: _____

Aon Consulting, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A – Services to be Provided

Services Included in Scope of Agreement	
I. Financial Management	
A. Marketing Services – life and legal services	
▪ Provide cost projections and funding analysis to include employer cost and employee contributions	Paid by commissions
▪ Conduct review of business provisions in supplier/carrier contract	Paid by commissions
▪ Monitor AM Best ratings of suppliers/carriers	Paid by commissions
B. Cost Control Strategy Analysis – life and legal services	
▪ Review of actual claims vs. budget	Paid by commissions
▪ Analyze factors driving plan costs and recommend opportunities to better manage cost, access, and quality	Paid by commissions
▪ Provide claims reports on a periodic basis (if available)	Paid by commissions
▪ Develop alternative employee contribution strategies and formulas	Paid by commissions
II. Vendor Management	
A. Ongoing Management – life and legal services	
▪ Assist with billing issues and other vendor problems	Paid by commissions
▪ Troubleshoot problem claims issues	Paid by commissions
▪ Coordinate with vendor to resolve issues on delivery, enrollment and other contract issues	Paid by commissions
B. Scheduled Management	
▪ Meet with your staff to discuss issues and open items, as needed	Paid by commissions
▪ Evaluate and assist with elective benefit offers	Paid by commissions
III. Plan and Benefit Management	
▪ Review programs to determine if competitive – on regional, industry and size basis – life and legal services	Paid by commissions
IV. Implementation Services	
▪ Help negotiate final contracts to ensure they conform to bid specifications – life and legal services	Paid by commissions
▪ Participate in design and system review meetings	Paid by commissions
▪ Review contracts and booklets	Paid by commissions
▪ Establish procedures with vendors	Paid by commissions
▪ Pre-Implementation Audit	Paid by commissions
▪ Review applications	Paid by commissions
V. Compliance and Regulatory Support	
▪ Send bulletins on hot topics and legislative issues	Paid by commissions
VI. Account Management and Client Services	
▪ Completion of stewardship report for life and legal services	Paid by commissions
▪ Meet with your staff on an as needed basis to discuss issues and open items	Paid by commissions
▪ Complete an action plan and update regularly	Paid by commissions
▪ Inform you of changes in the insurance marketplace	Paid by commissions

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Human Resources and Educational Services

To:	Board of Trustees	Date: July 20, 2015
Re:	Approval of Agreement with AON Consulting for Medicare Subsidy Administration	
Action:	Request for Authorization	

BACKGROUND

The Medicare Prescription Drug Improvement and Modernization Act of 2003 provides a subsidy to employers whose health plans provide prescription drug coverage to retirees who do not sign up for the Medicare Part D plan. This subsidy is referred to as the Retiree Drug Subsidy (RDS).

ANALYSIS

Since the inception of the RDS program, AON Consulting has provided administrative services to the district including; RDS project management, eligibility analysis, annual application filing, actuarial equivalence testing and attestation. AON estimates that the annual subsidy is about \$250,000. The attached agreement provides for AON's continued administration of the program.

RECOMMENDATION

It is recommended that the Board of Trustees approve the agreement with AON Consulting.

Fiscal Impact: Approximately \$220,000 income after fees.	Board Date: July 20, 2015
Prepared by: Don Maus, Risk Manager	
Submitted by: John Didion, Executive Vice Chancellor, Human Res. and Ed. Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	



June 22, 2015

Private and Confidential

Mr. John Didion
Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706

Dear John:

Subject: 2015/2016 Retiree Drug Subsidy (RDS) Solutions Support

We are pleased to provide Rancho Santiago Community College District ("RSCCD") with a proposal to support your 2015 and 2016 RDS needs with our services.

RDS Solutions Overview

Aon Hewitt's continued support ensures an efficient and effective RDS strategy to reduce the risk of non-compliance with Centers for Medicare and Medicaid Services ("CMS") requirements and the Federal False Claims Act. Aon Hewitt has leveraged its Medicare expertise in general health management, legal, pharmacy, actuarial, and administrative services to offer an integrated solution.

This job arrangement letter ("JAL") provides a description of the services provided under Aon Hewitt's RDS Solutions Offer ("Services"), related terms of the arrangement, and fees for providing those Services. All capitalized terms, used but not defined by the parties, have the same meanings ascribed to them by CMS Part D RDS regulations and related guidance. . In addition, Aon Hewitt's fees quoted and the scope of the Services defined in this JAL assume the following:

- RSCCD's pharmacy benefit manager ("PBM") is Anthem BCBS through June 30, 2015 and then Navitus effective July 1, 2015;
- Aon Hewitt (the "Eligibility Recordkeeper") handles RDS eligibility/retiree list file exchange on behalf of RSCCD; and
- RSCCD has 1 RDS application for the 2015 / 2016 plan year, 1 application for 7/1/16 – 12/31/16 and 1 application for 1/1/17 – 12/31/17.

Ongoing RDS Administration

Application Management

Aon Hewitt will perform the role of account manager and project manager for the RDS. Specifically, Aon Hewitt will prepare the annual application, assign roles, and coordinate parties and responsibilities each year as part of the application process. Aon Hewitt will also perform the actuarial equivalence testing and attestation. This agreement includes preparing the applications for the 7/1/15 – 6/30/16 (completed), 7/1/16 – 12/31/16 and 1/1/17 – 12/31/17 Plan Year periods.

Retiree Eligibility Maintenance and Submission

Aon Hewitt will assist RSCCD in the maintenance and submission of retiree eligibility to RDS. Specifically, we will:

- Remain in communication with RSCCD regarding changing retiree status;
- Update RDS eligibility status as required by the regulations;
- Monitor Retiree Response File and in conjunction with RSCCD, investigate any rejection notifications and resubmit, if applicable;

Reconciliation Process

Aon Hewitt will assist RSCCD with the completion of the reconciliation process for the 2013 / 2014 and 2014 / 2015 plan years. Specifically, we will:

- Coordinate with RSCCD to confirm and send a finalized retiree list;
- Coordinate with Anthem BCBS to submit the final costs;
- Coordinate the resolution of any data issues to finalize the subsidy payment process; and
- Complete Steps 1 -11 of the reconciliation process and coordinate with the Authorized Representative to complete Step 12.

Overview of Fees

Project	2015 Fees
Ongoing RDS Administration	
■ Application Management: 2015 / 2016 Plan Year (completed)	
■ Eligibility Maintenance and Submission	
■ Reconciliation Process: 2013 / 2014 Plan Year	
Total (\$32,500 for 2015 minus \$15,000 already paid under prior agreement)	\$17,500

Project	2016 Fees
Ongoing RDS Administration	
■ Application Management: 7/1/16 – 12/31/16 and 1/1/17 – 12/31/17 Plan Year Periods	
■ Eligibility Maintenance and Submission	
■ Reconciliation Process: 2014 / 2015 Plan Year	
Total	\$40,000

Annual Fees Exclude:

- Distribution of creditable and non-creditable coverage notices;
- Changes in scope of services required by any change in CMS regulations/requirements; and
- Changes resulting by any change in RSCCD's providers (including the PBM) and/or RSCCD's providers' requirements.

In addition to fees, RSCCD will be responsible for any out-of-pocket expenses Aon Hewitt has incurred on behalf of RSCCD.

Please acknowledge your agreement to these terms outlined by the JAL and the accompanying Exhibit A by signing and returning a copy of this JAL.

Thank you again for this opportunity to assist you with Aon Hewitt's RDS Services.

Sincerely,

Hewitt Associates LLC, an Aon Hewitt company

Todd A. Delahanty

Attachments

TAD:sez

cc: Mr. Michael Muheisen, Aon Hewitt

Aon Hewitt 2015 RDS Solutions doc/331-K1-0158232

Accepted this _____ day of _____, 2015.

Rancho Santiago Community College District

Signature: _____

By: _____

Title: _____

Accepted this _____ day of _____, 2015.

Aon Hewitt

Signature: _____

By: _____

Title: Authorized Signatory



EXHIBIT A

Additional Terms and Conditions

Master Consulting Agreement. The terms and conditions of the Master Consulting Agreement (if any) between our firms shall apply to the Services under this JAL. In addition, if there is a conflict or difference between the terms of the Master Consulting Agreement and this JAL, this JAL shall govern.

Compliance with Laws. Aon Hewitt at times during the term of this JAL remain in material compliance with all federal, state and local laws and regulations that are applicable to Aon Hewitt's capacity as a service provider and that are necessary for Aon Hewitt to perform the Services.

Federal False Claims Act Acknowledgement. Aon Hewitt acknowledges that its work with respect to this JAL is being used for the receipt of federal funds. As required of subcontractors by 42 C.F.R. 423.884(c)(3)(iii), Aon Hewitt hereby acknowledges to RSCCD that the Services described in this JAL will be used by RSCCD for it to obtain the RDS, which are Federal funds. Aon Hewitt's acknowledgement is qualified by, and assumes the genuineness and accuracy of the information related to the foregoing that was provided to Aon Hewitt by RSCCD, and/or third parties, such as PBMs.

Record Retention. For purposes of the documentation maintained on behalf of RSCCD pursuant to the provisions of this JAL, Aon Hewitt will retain such data for the term of this JAL. At the end of the term of this JAL, Aon Hewitt will return the documentation to RSCCD for recordkeeping purposes and if RSCCD prefers Aon Hewitt to retain the obligation, the parties in good faith will discuss the terms and conditions, including additional fees. RSCCD will be eligible to receive a copy of such documentation outlined in this JAL, including ongoing RDS Compliance and related documentation, upon request, once per year. If RSCCD needs copies more than once per year, then, Aon Hewitt will produce such documentation on a time and materials basis. RSCCD will be responsible for retaining back-up copies of data or materials it sends to Aon Hewitt and for taking other precautions as it deems necessary in case such data or materials are lost or destroyed, regardless of cause or in case reprocessing is needed for any reason.

Data Quality and Format. All eligibility and cost (claims) data must be provided in Aon Hewitt's format in the manner designated through Aon Hewitt's data requests. Aon Hewitt will need such data from RSCCD's PBM, as well as RSCCD. All data provided by RSCCD or RSCCD's vendors must be of sufficient quality that processing can be performed without human intervention. Data research and correction, exception processing, and any manual processes resulting from missing or inaccurate data that result in more hours of analysis than specifically indicated in this JAL are billed as additional services.

Audit. RSCCD, at its sole cost and expense, shall have the right during the term of this JAL with reasonable advance notice to Aon Hewitt and during normal business hours to review and audit Aon Hewitt's records relating to the performance by Aon Hewitt of the Services or to request a copy of such records for review. Such review and audit may be conducted by RSCCD's counsel, its internal staff, by independent third parties retained by RSCCD, or governmental authorities having jurisdiction over RSCCD or the plans (including CMS and the DOL). Aon Hewitt will provide up to eight (8) hours of Aon Hewitt assistance at no charge during each calendar year to assist RSCCD with any such audit. Additional assistance will be provided as additional Services and will be billed at Aon Hewitt's then-current billing rates. RSCCD agrees that any such review or audit shall be conducted in a manner reasonably designed to protect the confidentiality of RSCCD confidential information and Aon Hewitt confidential information and to avoid interfering with Aon Hewitt's business operations. RSCCD agrees that any third party conducting such audit shall be subject to an obligation of confidentiality and may be required by Aon Hewitt to sign a confidentiality and non-disclosure agreement in form and substance reasonably acceptable to Aon Hewitt, and further agrees that should any independent auditor be deemed by Aon Hewitt to be a competitor of Aon Hewitt, the parties shall mutually agree to the review and audit procedures prior to such review and audit.

Services Term. Services covered by this JAL will have an initial term commencing July 1, 2015 and ending December 31, 2016.

Early Termination. If RSCCD terminates any of the Services for any reason prior to the completion of the Services, RSCCD shall not be entitled to the refund of any fees paid.

Information upon Termination. Upon termination, all materials, documents or other information that belongs to Aon Hewitt and that Aon Hewitt shares with or develops for RSCCD in connection with the Services, together with any copies thereof in RSCCD's possession or control will either be returned to Aon Hewitt or destroyed with written certification to Aon Hewitt of such destruction by an executive officer of RSCCD.

Liability. Notwithstanding anything to the contrary in the Master Consulting Agreement, with respect to Services provided under this JAL, Aon Hewitt shall be liable for any losses suffered by RSCCD in connection with Aon Hewitt's performance of Services, up to an aggregate cap equal to the amount of fees paid to Aon Hewitt under this JAL. Such limitation shall apply regardless of whether such claim or loss is based on breach of contract, tort, Federal False Claims act, strict liability, breach of warranties, failure of essential purpose or otherwise. In no event will either party be liable to the other in connection with the Services for any special, punitive or consequential damages.

Obligation to Mitigate. Both Aon Hewitt and RSCCD agree to use reasonable efforts to mitigate their own, as well as each other's, liability, damages, and other losses suffered in connection with this JAL, including where any damages can be mitigated by lawfully pursuing recovery from the government, participants of RSCCD or other third parties with whom RSCCD has a relationship (i.e., vendors, such as PBMs), and each of Aon Hewitt and RSCCD will conduct or permit diligent efforts to so recover.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Human Resources and Educational Services

To: Board of Trustees	Date: July 20, 2015
Re: Approval of Agreement with ADP, LLC	
Action: Request for Authorization	

BACKGROUND

AON Consulting has been our Broker of Record for our employee benefit programs for more than 10 years and as such they had agreed to pay for the license for our HR/Benefits database system through ADP out of their commissions. This year we moved into the ASCIP insurance pool for our medical, dental and vision benefits and AON's role as our broker has been diminished. Since their commissions have been greatly reduced they will no longer pay for services from ADP.

ANALYSIS

The district has been using the ADP HR/Benefits database system for the past six years to track and maintain our employee benefit choices. We need to enter into an agreement with ADP to continue to use their database system. ADP has agreed to honor the preferred pricing they offered to AON, which is \$3.15 per benefitted employee per month.

RECOMMENDATION

It is recommended that the Board of Trustees approve the agreement with ADP, LLC.

Fiscal Impact: Approximately \$53,000 cost per year	Board Date: July 20, 2015
Prepared by: Don Maus, Risk Manager	
Submitted by: John Didion, Executive Vice Chancellor, Human Res. and Ed. Services	
Recommended by: Raúl Rodriguez, Ph.D., Chancellor	

**STANDALONE ADP HR/BENEFITS SOLUTION
LICENSE AND SERVICE AGREEMENT**

This **License and Service Agreement**, dated July 21, 2015 is between Rancho Santiago Community College District with offices at 2323 N. Broadway, Santa Ana, CA 92706 ("**Client**") and ADP, LLC, with its principal offices at One ADP Boulevard, Roseland, New Jersey 07068 ("**ADP**").

1. LICENSE TERMS

- A. License Grant. ADP grants to Client a non-exclusive, non-transferable license to use the HR/Benefits Solution application (together with the Database and Documentation, the ("Application"), including the computer programs contained therein, the database contained therein (the "Database"), and any related documentation supplied to Client (the "Documentation"). The Application is licensed not sold. Client receives no rights to the Application or intellectual property of ADP or its licensors, except as expressly stated herein.
- B. Restrictions on Usage. Client will use the Application only for its own internal business usage, in connection with ADP's Web Hosting Services (as defined below) and only so long as Client is receiving ADP's HR/Benefits Solution. Client will not provide service bureau or other data processing services that make use of the Application or any part thereof without the express written consent of ADP.
- C. HR And Benefits Administrator Users. On behalf of the Client, the authorized HR and Benefits Administrator of Client ("Administrator") will be able to access and input certain information relating to the benefits offered by the Client and the Client's employees/plan participants and their benefit options and elections as well as view and update certain personal and company information regarding company employees. The information which the Administrator may input may be used and relied upon by the Client's employees/plan participants that participate in the services provided under the Application. The Application permits employees/plan participants of the Client to make various benefits elections through the Application and to view and update certain personal and company information, in each case through the use of the Application. It is the Client's responsibility to submit instructions and information relating to the Application and to verify the accuracy and completeness of all such instructions and information submitted by Client, its Administrator, employees and plan participants.
- D. Employee Access. Client may provide access to the self-administration module of the Application to those of its employees and plan participants it deems necessary to perform Client's benefits administration. Client may provide access to the employee self-service module of the Application to any of its employees and plan participants, such use will be subject to the on-line employee self-service terms. Client shall be responsible for ensuring that its employees and plan participants that access the Application comply with all the terms of this Agreement. ADP may discontinue or suspend access to the Application by any employee or plan participant of Client if ADP has reason to believe that such employee or plan participant has violated such terms or is otherwise using the Application in an inappropriate manner.
- E. No Transfer, Modification, etc. Client will not assign, loan, sublicense or otherwise transfer the Application or any part thereof, or alter, modify or adapt (or cause to be altered, modified or adapted) the Application or any part thereof. Client will not (i) write or modify interfaces or reports or (ii) modify the Database, except as expressly authorized by ADP. **CLIENT WILL NOT RECOMPILE, DISASSEMBLE, REVERSE ENGINEER, OR MAKE OR DISTRIBUTE ANY OTHER FORM OF, OR ANY DERIVATIVE WORK FROM, THE APPLICATION.**
- F. Compliance with Laws. Client will not access or use the Application in any way that violates any applicable international, federal, state or local laws and/or regulations.
- G. Enhancements. ADP will make available improvements, enhancements, modifications and/or updates to the Application, as required, to Client at no additional cost (i.e., in addition to the monthly fees paid by Client) if and as they are made available generally by ADP at no additional cost to ADP's Clients licensing the same products as Client.

2. SETUP AND OTHER SERVICES

- A. Client shall promptly deliver to ADP the Client Content as defined in Section 6 below required by ADP to perform initial setup services for the Application. Such information and materials shall be in an electronic file format specified by ADP.
- B. After completion of initial setup services, ADP will make any subsequent changes to the configuration of the Client Content at Client's request, in the Application at ADP's then current benefits maintenance fees.
- C. Upon completion of any setup services or services referenced in Section 2B. above, Client shall review the Client Content included in the HR/Benefits Application by ADP. ADP shall have no liability to Client for any errors or inaccuracies in Client Content included in the Application by ADP that has been reviewed by Client.

3. STANDALONE POLICY

Pursuant to the terms of this Agreement ADP is making its HR/Benefits Solution available to Client on a "standalone" basis, that is, Client will be utilizing the Application in connection with non-ADP payroll services. In order to receive HR/Benefits Solutions standalone, the Client acknowledges and agrees that:

- A. Client is solely responsible for the reporting system within the Application, including developing or modifying report templates, running reports, reformatting extracted data, and importing data into external systems.
- B. During implementation, an ADP implementation specialist will assist Client with setting up Client's corporate structure, plan design, plan rates, and business rules generally associated with benefits and HR administration but will not create report templates for client.
- C. The Application is intended to be used as a source database for employee information that is to be passed to payroll and other applications. With the Application, ADP provides a one-way interface from the Application to certain ADP payroll services such as PC Payroll and Pay eXpert. Nothing in this Agreement obligates ADP, nor does ADP intend, to develop interfaces for non-ADP payroll applications. Client may however extract data from HR/Benefits Solution and pass it to non-ADP payroll and other applications using the following steps:
 - 1. Client completes the following training provided by ADP: Parts 1 and 2 of the "Reporting for the Application" course.
 - 2. Client creates report template to extract data needed for the external application.
 - 3. Client runs report template to extract data; downloads data in Excel format.
 - 4. Client manipulates exported data as needed for importing into external application. Alternatively, clients may engage a third party to develop a program to reformat the extracted data to make it easily importable into the external application.
- D. The terms of this Section 3 shall not apply to the extent Client uses the Application in connection with ADP payroll services.

4. WEB HOSTING SERVICES

ADP will be responsible for providing the following web hosting services ("Web Hosting Services") for the Application:

- A. Provide the hosting environment(s), including hardware and software, required to host the Application (the "System") and the operation and required maintenance of such System. Client acknowledges that the System may be used to provide similar services to other clients and that Client acquires no rights therein.

- B. ADP shall deploy the Application licensed by the Client at Uniform Resource Locators (URLs) to be selected, registered and owned by ADP (the "Site").
- C. In the event that ADP discovers and/or Client reports to ADP through its support line that a System for the Application is experiencing an outage or that the Application is experiencing operational issues, ADP will work diligently to resolve such issues as soon as possible, giving priority to outages and significant operational issues.
- D. ADP will use commercially reasonable efforts to make the Application available, twenty-four (24) hours a day, seven (7) days a week less "Excusable Downtime". Excusable Downtime is defined as time that the Application is not available to Client for one of the following reasons in whole or in part: (i) scheduled network, hardware or service maintenance and/or upgrades provided that ADP provides notice of such maintenance and/or upgrade; provided further that such maintenance or upgrades do not exceed thirty-six (36) hours in a single month and do not occur Monday through Friday, between the hours of 6:00am and 9:00pm Eastern Standard Time; (ii) the acts or omissions of Client or Client's employees, agents, contractors or vendors or any one gaining access to the Application by means of Client's password or equipment; (iii) a failure of the Internet and/or the public switched telephone network, unless such failure is caused by an act or omission of ADP; (iv) the occurrence of any event that is beyond ADP's reasonable control, provided that ADP acts diligently to remedy any such occurrence; or (v) the suspension of access one or more Client's employees as provided by Section 1.D. (collectively, "Excusable Downtime"), unless such failure is caused by an act or omission of ADP. ADP guarantees that the Application will be available to Client at least 99% during each month ("Uptime Commitment"), excluding Excusable Downtime; provided that Client satisfies the minimum hardware and communication requires recommend by ADP.
- E. The Application is intended to permit the transmission of data from within or between the United States and Canada. The Application may not be used or accessed from outside the United States or Canada or in any way that violates any applicable international, federal, state or local laws and /or regulations.

5. CARRIER CONNECTION SERVICES

If Client elects the ADP carrier connection service, ADP, or its authorized agent(s), will electronically transmit employee data, including employee benefits enrollment data, to Client's carriers or other third parties authorized by Client, and Client authorizes ADP and its authorized agent(s), to provide such transmission on Client's behalf. In addition: (i) Commencement of the carrier connection service is subject to completion by Client of setup of the configuration of the Client Content and the format of such transmission to the designated carriers. The terms for setup services and subsequent setup services set forth in Sections 2.A. and 2.B. above will apply to setup for the carrier connection service. (ii) ADP's ability to transmit Client's employee benefits enrollment data is subject to the provision by the designated carriers of a current functional interface between the Application and the designated carriers' systems. ADP will not be obligated to transmit Client's data to the designated carriers if at any time Client's designated carriers fail to provide the proper interface as described above. If Client requires the development of any special interfaces in order to transmit such data to the designated carriers, all work performed by ADP to create such interfaces will be at ADP's then current fees for such services. (iii) Client is responsible for promptly reviewing all records of carrier transmissions and other reports prepared by ADP for validity and accuracy according to Client's records, and Client will notify ADP of any discrepancies promptly after receipt thereof. In the event of an error or omission in the carrier connection services caused by ADP, ADP will correct such error or omission, provided that Client promptly advises ADP of such error or omission.

6. CLIENT CONTENT

"Client Content" shall mean (i) payroll, benefits, human resources and similar information provided by Client or its employees or plan participants, including transactional information, (ii) Client's trademarks, trade names, service marks, logos and designs and (iii) any other information or materials provided by Client, regardless of form (e.g., images, graphics, text, etc.), to be included in the Application, whether included therein by ADP on behalf of Client as part of its setup services or

directly by Client, its Administrator or any of its employees or plan participants. The following provisions shall apply with respect to Client Content:

- A. Client shall be solely responsible for updating and maintaining the completeness and accuracy of all Client Content.
- B. Client shall be responsible for obtaining all required rights and licenses to use and display all Client Content in connection with the Application. To the extent necessary for formatting purposes, Client hereby grants to ADP a non-exclusive, non-transferable license to use, edit, modify, adapt, translate, exhibit, publish, reproduce, copy (including back up copies) and display the Client Content as reasonably necessary to provide the Application or perform any of the services covered under this Agreement.
- C. Client, its Administrator and its employees and plan participants shall not include or provide to ADP for inclusion in the Application any Client Content which is obscene, offensive, inappropriate, threatening, malicious, which violates any applicable law or regulation or any contract, privacy or other third party right or which otherwise exposes ADP to civil or criminal liability. ADP reserves the right to exclude or immediately remove from the Application any Client Content which it determines in its sole discretion violates the previous sentence, provided that ADP has no obligation to review or monitor the Client Content.
- D. Client acknowledges that, in making the Application available, ADP is not acting as an investment advisor, broker-dealer, insurance agent or intermediary or a financial or benefit planner. ADP is not providing any benefits or information related thereto. ADP is not providing any benefits or any information related thereto; Client is responsible for making available all benefits and information related thereto referenced or included on this Application.
- E. ADP will take reasonable precautions to prevent the loss of or alteration to Client Content in the Application, including employing regular back-up procedures, but ADP cannot guarantee against any such loss or alteration. Accordingly, Client will, to the extent it deems necessary, maintain a procedure external to the Application for the reconstruction of lost or altered data (e.g. maintaining printouts of Client Content input into the Application).
- F. Client agrees to take any and all actions necessary to maintain the privacy of usernames and passwords for the Application.
- G. In the event that Client requests that ADP provide any Client Content or employee or plan participant information to any third party or to any non-U.S. Client location, Client represents that it has acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable international, federal, state or local laws and/or regulations.
- H. The Site(s) may contain links to other Internet sites. Links to and from a Site to other third party sites do not constitute an endorsement by ADP or any of its subsidiaries or affiliates of such third party sites or the acceptance of responsibility for the content on such sites.

7. FEES, PAYMENT AND TAXES

- A. Fees. Client shall pay ADP for the use of the Application and any other ADP services (such as Carrier Connection) selected on the Sales Order or Pricing Proposal (or other applicable ADP standard form) at the rates set forth thereon for the first six months after the date this Agreement is accepted by Client (assuming no changes in requirements, specifications, volumes or quantities) (the "Initial Period").
- B. Client shall begin paying the per employee fees for the ADP HR/Benefits Solution application on the earlier of the date that Client first begins to use such application in a production environment OR 90 days from the date of the signature of this Agreement. _____ (Client Initial Here)
- C. Carrier Connection. Billing for carrier connection implementation and processing services shall commence upon approval of a test file by the carrier. Client shall pay ADP for any additional modules of the Application and/or services added by Client after the date hereof at ADP's then prevailing prices for such modules and services. Billing for such additional modules or services shall commence upon the earlier of Client's use of such additional modules or services or ADP's completion of the implementation work to be performed by ADP in connection with such additional modules or services.
- D. Price Increases. ADP may increase prices at any time after the Initial Period upon at least 30 days prior written notice to Client if such change is part of a general price change by ADP to its clients for

affected items. These prices do not include monthly communication charges or communication installation charges (e.g., internet service provider charges), which will be paid by Client.

- E. **Payment.** Client will pay all invoices in full within twenty-five (25) days of invoice date. If Client fails to pay any amount due hereunder, whether by acceleration or otherwise, Client, on written demand, shall pay interest at the rate of 1.5% per month (or the maximum allowed by law if less) on such past due amount from the due date thereof until the payment date. Client shall reimburse ADP for any expenses incurred, including interest and reasonable attorney fees, in collecting amounts due ADP hereunder.
- F. **Taxes.** There shall be added to all payments hereunder amounts equal to any applicable taxes levied or based on this Agreement, exclusive of taxes based on ADP's net income.

8. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ADP AND ITS LICENSORS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, WITH RESPECT TO THE APPLICATION OR CARRIER CONNECTION SERVICE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. NEITHER ADP NOR ITS LICENSORS WARRANTS THAT THE OPERATION OF THE APPLICATION OR CARRIER CONNECTION SERVICE SHALL BE UNINTERRUPTED, FREE OF VIRUSES, WORMS, TROJAN HORSES OR ANY OTHER MALICIOUS CODE, ERROR FREE OR THAT IT WILL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT. ADP AND ITS LICENSORS FURTHER DISCLAIM ANY WARRANTY THAT THE RESULTS OBTAINED THROUGH THE USE OF THE APPLICATION OR CARRIER CONNECTION SERVICE WILL MEET CLIENT'S NEEDS.

9. INTELLECTUAL PROPERTY

- A. **Ownership and Proprietary Rights.** The Application is the licensed and/or owned property of and embody the proprietary trade secret technology of ADP and/or its licensor(s) and is protected by copyright laws, international copyright treaties, as well as other intellectual property laws, that among other things, prohibit the unauthorized use and copying of the Application. . Client receives no rights to the Application or any intellectual property of ADP or its licensors, except as expressly stated herein.
- B. **ADP Infringement Indemnity.** ADP will defend Client in any suit or cause of action alleging that the Application, as provided by ADP and used in accordance with the terms of this Agreement, infringes upon any United States patent, copyright, trade secret, or other proprietary right of a third party. ADP will pay damages assessed, including reasonable attorneys' fees, against Client in any such suit or cause of action, provided that, (i) ADP is promptly notified in writing of such suit or cause of action, (ii) ADP controls any negotiations or defense and Client assists ADP, at ADP's expense, as reasonably requested by ADP, and (iii) Client takes all reasonable steps to mitigate any potential damages. The foregoing infringement indemnity will not apply and ADP will not be liable for any damages assessed in any suit or cause of action resulting from a Client Infringement Event (as defined below). If the Application is held or believed to infringe on any third-party's intellectual property rights, ADP may, in its sole discretion, (a) modify the Application to be non-infringing, (b) obtain for Client a license to continue using the Application, or (c) if neither (a) nor (b) are practical, terminate this Agreement as to the infringing ADP service and return to Client any unearned fees paid by Client to ADP in advance. This Section 9.B. states ADP's entire liability and Client's exclusive remedies for infringement of intellectual property rights of any kind relating to the Application.
- C. **Client Infringement Indemnity.** Client will defend ADP against, and pay damages assessed in, any suit or cause of action alleging that the Application infringes upon any United States patent, copyright, trade secret, or other proprietary right of a third party, only to the extent that any such suit or cause of action results from a Client Infringement Event, provided that, (i) ADP promptly notifies Client in writing of such suit or cause of action, (ii) ADP assists Client, at Client's expense, as reasonably requested by Client, and (iii) takes all reasonable steps to mitigate any potential damages that may result; provided however, in no case, shall ADP be required to provide any

assistance or mitigation efforts that would affect the Application, ADP's marketing, distribution or sale thereof or the terms of any current or future license of the Application. "Client Infringement Event" means (i) Client's use of the Application in combination with any hardware, software or other materials not expressly authorized by ADP; or and (ii) Client Content or any Authorized Mark (as defined in 9.D. below) that infringes a third party's rights. This Section 9.C. states Client's entire liability and ADP's exclusive remedies for infringement of intellectual property rights of any kind relating to Client Infringement Events.

- D. Use of Client's Authorized Marks. In the event that ADP makes available branding of any materials, and/or websites associated with the Application and Client requests such branding, Client grants to ADP and any third party service providers designated by ADP (collectively, "Authorized Users") the right to display Client's trademarks, trade names, service marks, logos and designs designated by Client (the "Authorized Marks"), subject to Client's right to review and approve the copy prior to the use of such Authorized Marks. This authorization shall cover the term of this Agreement.

10. NON-DISCLOSURE

All Confidential Information disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information. The receiving party will limit access to Confidential Information to its employees and authorized representatives with a need to know and will instruct them to keep such information confidential. Notwithstanding the foregoing, the receiving party may disclose Confidential Information of the disclosing party (a) to the extent necessary to provide the services covered by this Agreement, provided that any disclosure to a third party is made in confidence if such disclosure was not requested by the disclosing party, (b) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (c) as appropriate to respond to any summons or subpoena or in connection with any litigation, (d) relating to a specific employee, to the extent such employee has consented to its release, (e) to any affiliate of the disclosing party covered by this Agreement and (f) to the extent necessary to enforce its rights under this Agreement. Upon the request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession. Notwithstanding the foregoing, (x) ADP may retain information for regulatory purposes or in back-up files, provided that ADP's confidentiality obligations hereunder continue to apply; (y) ADP may use the Client's and its employees' and participants' information for purposes other than the performance of the Services but only in an aggregated, anonymized form, such that neither Client nor its employees or participants may be identified, and Client will have no ownership interest in such aggregated, anonymized data. For purposes of this Section, "Confidential Information" shall mean: all information of a confidential or proprietary nature provided by the disclosing party to the receiving party for use in connection with the Application or additional ADP services, or both, but does not include (i) information that is already known by the receiving party, (ii) information that becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this Agreement, and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis. Confidential Information of ADP also includes all ADP trade secrets, processes, proprietary data, information or documentation related thereto, or any pricing or product information furnished to Client by ADP. Confidential Information of Client also includes all personally identifiable benefits, human resource and employee-level data.

11. LIMITATION OF LIABILITY

- A. Client Responsibility. Client will be responsible for (i) the consequences of any instructions Client may give to ADP, (ii) Client's failure to use the Application and other ADP services in the manner prescribed by ADP, and (iii) Client's failure to supply accurate input information or Client Content.
- B. Limit on Monetary Damages. Notwithstanding anything to the contrary contained in this Agreement (other than and subject to Section 9.B. above and the last sentence of this Section 11.B.), ADP's aggregate liability under this Agreement during any calendar year for damages (monetary or otherwise) under any circumstances for claims of any type or character made by

Client or any third party arising from or related to the Application or other ADP services, will be limited to the lesser of (i) the amount of actual damages incurred by Client or (ii) the average monthly charges for one month for the affected ADP services during such calendar year. ADP will issue Client a credit(s) equal to the applicable amount and any such credit(s) will be applied against subsequent ADP monthly service fees. The foregoing limitation shall not apply to (i) actual damages incurred by Client as a direct result of the criminal or fraudulent acts or willful misconduct of ADP or any of its employees,

- C. No Consequential Damages. NEITHER ADP NOR CLIENT WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR DAMAGES FOR BUSINESS INTERRUPTION OR, LOSS OF INFORMATION) THAT THE OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE APPLICATION OR OTHER ADP SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. TERM AND TERMINATION

- A. Termination. This Agreement shall continue until either ADP or Client terminates this Agreement upon 90 days prior written notice to the other or until it is otherwise terminated pursuant to the terms hereof. Notwithstanding anything contained herein, if Client (i) defaults in the payment of any sum of money hereunder, (ii) defaults in the performance of any of its other obligations hereunder, (iii) breaches the license terms hereof, (iv) commits an act of bankruptcy or becomes the subject of any Bankruptcy Act proceeding or becomes insolvent, or if any substantial part of Client's property becomes subject to any levy/seizure, assignment, application or sale for or by any creditor or governmental agency, or (v) has any material adverse change (in ADP's sole opinion) in its financial condition, then, in any such event, ADP may, upon written notice thereof, (a) terminate this Agreement, (b) declare all amounts due and to become due immediately due and payable and/or (c) require Client to deposit an amount equal to its average monthly fees or to prepay its fees.
- B. Cumulative Remedies. The remedies contained in this Section 12 are cumulative and in addition to all other rights and remedies available to ADP hereunder, by operation of law or otherwise.

13. GENERAL

- A. Assignment. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.
- B. Inducement. Client has not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes and overrides all prior agreements on the same subject matter, and shall govern all disclosures and exchanges of Confidential Information made by the parties previously hereto. This Agreement shall not be modified except by a writing signed by ADP and Client.
- C. Third-Party Beneficiaries. With respect to the Application and other ADP services covered hereby, ADP suppliers, vendors and referral partners shall receive the same indemnification and defense rights from Client as set forth in Section 9.C. of this Agreement and may enforce the same disclaimers and limitations against Client as ADP may under Sections 8 and 11 of this Agreement. Other than ADP suppliers, vendors, and referral partners who are intended third party beneficiaries with respect to Sections 8, 9.C. and 11 of this Agreement, nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement. ADP has no obligation to any third party (including, without limitation, client's employees and/or any taxing authority) by virtue of this Agreement.
- D. Force Majeure. Excluding any payment obligations to ADP as provided hereunder, any party hereto will be excused from performance under this Agreement for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, war, utility or communication failures, or other cause beyond the party's reasonable control. Both parties will use reasonable efforts to mitigate the effect of a force majeure event.
- E. Non-Hire. During the term of this Agreement and for the twelve (12) months thereafter, neither

Client nor the ADP regions providing the Services, shall knowingly solicit or hire for employment or as a consultant, any employee or former employee of the other party who has been actively involved in the subject matter of this Agreement.

- F. Waiver. The failure of either party at any time to enforce any right or remedy available to it under this Agreement or otherwise with respect to any breach of failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.
- G. Severability. If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of Client and ADP shall be construed and enforced accordingly.
- H. Relationship of the Parties. The parties hereto expressly understand and agree that each party is an independent contractor in the performance of each and every part of this Agreement, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith.
- I. Governing Law. This Agreement is governed by the laws of the State of New York without giving effect to its conflict of law provisions.
- J. Regulatory Notice. No state or federal agency monitors or assumes any responsibility for the financial solvency of third-party tax filers.
- K. Use of Agents. ADP may designate any agent or subcontractor, without notice to, or the consent of, Client, to perform such tasks and functions to complete any services covered under this Agreement. However, nothing in the preceding sentence shall relieve ADP from responsibility for performance of its duties under the terms of this Agreement.

ADP, LLC	CLIENT
ADP Sales Associate _____	Client Authorization _____
Name: _____	Name: John Didion _____
Title: _____	Title: Executive Vice Chancellor, Human Resources _____
Date: _____	Date: July 21, 2015 _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Human Resources and Educational Services

To:	Board of Trustees	Date: July 20, 2015
Re:	Approval of Addendum to the Employee Assistance Plan Sponsor Agreement with Health Advocate, Inc.	
Action:	Request for Authorization	

BACKGROUND

AON Consulting has been our Broker of Record for our employee benefit programs for more than 10 years and as such they had agreed to pay for our Employee Assistance Program and Core Advocacy Program through Health Advocate out of their commissions. This year we moved into the ASCIP insurance pool for our medical, dental and vision benefits and AON's role as our broker has been diminished. Since their commissions have been greatly reduced they will no longer pay for services from Health Advocate.

ANALYSIS

The district needs to enter into agreement with an outside vendor in order to continue offering an advocacy program to our employees. Health Advocate has agreed to provide us their Core Advocacy Program with the same preferred pricing and terms they were giving to AON, Inc.. This agreement is an Addendum to an existing Agreement we have with Health Advocate for their Employee Assistance Program. The Addendum also extends the terms of the existing Agreement so the two termination dates coincide.

The cost for the Employee Assistance Program through Health Advocate is \$1.25 per employee per month and for the Advocacy Program it is a \$1.34 per employee per month. Both programs must be purchased together.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Addendum to the Employee Assistance Plan Sponsor Agreement with Health Advocate, Inc.

Fiscal Impact: \$30,000 cost per year	Board Date: July 20, 2015
Prepared by: Don Maus, Risk Manager	
Submitted by: John Didion, Executive Vice Chancellor, Human Res. and Ed. Services	
Recommended by: Raúl Rodriguez, Ph.D., Chancellor	

ADDENDUM
TO THE
EMPLOYEE ASSISTANCE PLAN SPONSOR AGREEMENT
BY AND BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
HEALTH ADVOCATE, INC.

This Addendum entered into as of July 1, 2015 (the "Effective Date") hereby supplements the Employee Assistance Program Plan Sponsor Agreement, dated July 1, 2013 (the "PSA") entered into by and between **Health Advocate, Inc.**, ("Health Advocate"), and **Rancho Santiago Community College District** ("Client"), and is intended to modify the terms and conditions under the PSA executed by and between the Parties. Notwithstanding anything herein or in the PSA to the contrary, in the event of a conflict between the terms and conditions of the PSA and the provisions of this Addendum, this Addendum shall take precedence. Any capitalized term not otherwise defined in this Addendum shall have the meaning ascribed to it in the PSA.

1. The Services:

In addition to the other Services provided under the PSA, during the Term of this Addendum, Health Advocate will provide its **Core** Advocacy services as more fully described on Exhibit "A" of this (collectively, the "Additional Services").

2. Term / Termination:

- a. Health Advocate shall commence providing the Additional Services effective as of July 1, 2015 (the "Additional Service Commencement Date").
- b. The initial term of this Addendum shall be thirty (30) months from the Effective Date ("the Initial Term") which will run concurrently with the Term of the PSA currently in effect. If the Term of the PSA currently in effect has less than 30 months remaining, the Term of the PSA shall be hereby extended to 30 months from the Effective Date of this Addendum. Thereafter, the Term of the PSA and this Addendum shall automatically renew for additional three (3) year terms (each a "Renewal Term"), unless and until either party shall give the other party at least sixty (60) days prior written notice of its intention to terminate the PSA at the end of the then current term.

3. Fees:

- a. Client shall pay Health Advocate \$1.39 per Employee per month for the Additional Services ("Additional Service Fee").
- b. This Additional Service Fee shall be guaranteed for twelve (12) months from the Effective Date of this Addendum. Thereafter, Additional Service Fees may increase by no more than 10% in both year two (2) and year three (3) of the Initial Term. Notice of any Service Fee increase will be provided to Client, in writing, at least ninety (90) days prior to the annual anniversary date of this Addendum.
- c. The Additional Service Fee is based on approximately 1,394 Eligible Employee lives.

4. Terms and Conditions:

- a. None of the Additional Services are stand-alone Services and they may not be purchased separately from the core Health Advocate Service that you presently offer.
- b. Client agrees to take reasonable steps to encourage and promote employee awareness and utilization of the Additional Services, including providing periodic program reminders and other related communications and reinforcement of the availability of these Services.
- c. All terms and conditions of the Plan Sponsor Agreement not expressly referenced to the contrary herein remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized officers, have executed this Addendum as of the Effective Date set forth above.

For Rancho Santiago Community College District:

Signed: _____

Name: John Didion

Title: Executive Vice Chancellor, Human Resources

Dated: July 21, 2015

For Health Advocate, Inc.:

Signed: _____

Name: Katharine N. Begley

Title: Vice President, Head of Sales

Dated: _____

EXHIBIT "A"

HEALTH ADVOCATE SERVICES

The Personal Health Advocate is typically a Registered Nurse or a person experienced in benefits and administrative issues assigned to serve the Member as soon as he/she calls to access the Services. Personal Health Advocates handle a range of issues as Members seek healthcare services and interact with providers and insurers.

- **Care Coordination:** The Personal Health Advocate helps Members coordinate care among physicians and medical institutions.
- **Medical Director and Administrative Support:** Physicians and administrative staff support the Personal Health Advocates.

Benefits Advantage™

- **Claims Assistance:** Personal Health Advocates help sort out and solve claims and related paperwork problems and assist Members with coverage and benefits issues.
- **Fee Negotiation:** When necessary, Health Advocate can attempt to negotiate fees with healthcare providers and review questionable bills to catch duplicative and/or erroneous charges.
- **Grievance Advice:** As appropriate, Health Advocate will provide advice and/or assistance to Members when filing a complaint or grievance with their health insurer.
- **Coverage Advantage™:** The Personal Health Advocate can help Members through the coverage review process and, when necessary, can also assist in identifying alternative coverage options.
- **RxAdvocate™:** The Personal Health Advocate can assist Members with prescription drug issues including formulary and benefit questions.

Physician Locator: Personal Health Advocates can help Members identify physicians, hospitals, dentists and other healthcare providers for needed services.

Advocates of Excellence: Personal Health Advocates can help identify leading medical institutions, Centers of Excellence and medical providers to assist Members in need of complex medical care. Our Personal Health Advocates can also help Members schedule appointments with these providers, as required.

Health Advocate CareQuest: This Service locates resources and makes arrangements for Members in need of special services that typically fall outside the realm of traditional healthcare benefits. The Member is responsible for payment for any services that they use beyond those covered by their health insurance plan.

* * * * *

HEALTH ADVOCATE, INC.
Principal Executive Offices:
3043 Walton Road, Suite 150
Plymouth Meeting, PA 19462

EMPLOYEE ASSISTANCE PROGRAM PLAN SPONSOR AGREEMENT

This Plan Sponsor Agreement for Employee Assistance Program ("EAP") ("this Agreement") is made and entered into by and between Health Advocate, Inc., with its offices located at 3043 Walton Road, Suite 150, Plymouth Meeting, PA 19462 ("Health Advocate"), and **Rancho Santiago Community College District** ("Client"), and is intended to describe their business relationship in which Health Advocate will provide its EAP Services to all eligible employees ("Eligible Employees") of **Rancho Santiago Community College District** as well as the Eligible Employee's spouse, dependent children (collectively, "Members"). Health Advocate and Client will hereinafter collectively be referred to as "the Parties" and referred to individually each as a "Party."

1. Description of Services:

Employee Assistance Program is not a stand alone Service and may not be purchased separately from the core Health Advocate Service that is presently offered by Client. Health Advocate will provide its EAP Services to Members as more fully described on Exhibit "A" (collectively, "EAP Services").

2. Term / Termination:

- a. This Agreement shall be effective as of **July 1, 2013** (the "Effective Date").
- b. The initial term of this Agreement shall be thirty-six (36) months from the Effective Date ("the Initial Term") and shall run concurrently with the term of the Plan Sponsor Agreement currently in effect between Health Advocate and Client or Client's broker/consultant for core advocacy on behalf of Client's Eligible Employees (the "PSA"). Insofar as EAP is not a stand-alone service, in the event that the aforementioned PSA for Core advocacy is terminated or not renewed, for any reason, Client hereby agrees to execute a separate PSA with Health Advocate to purchase the Core advocacy Service in addition to this Agreement for the EAP Service.
- c. After the Initial Term, this Agreement shall automatically renew for consecutive three (3) year terms (each a "Renewal Term") unless either Party provides written notice to the other, at least sixty (60) days before the end of the Initial Term or any Renewal Term, of its intention not to renew this Agreement. The terms and conditions of this Agreement shall apply to the Initial Term and any Renewal Term unless modified in writing by the Parties.
- d. In the event that either Party shall default in the performance of any of its material covenants, or undertakings under this Agreement, and such default

shall continue and not be corrected within thirty (30) days after the receipt of written notice thereof from the non-breaching Party specifying the default and requesting correction of such default, the non-breaching Party may terminate this Agreement by delivering written notice to such effect to the other Party, which notice shall be immediately effective upon receipt.

3. Fees and Eligibility Data:

- a. **Service Fee.** Client shall pay Health Advocate **\$1.20** per Eligible Employee per month (“PEPM”) for EAP (the “EAP Service Fee”) which is in addition to the fee for the Core Health Advocate Service. Such EAP Service Fee shall be paid to Health Advocate on a **monthly** basis and shall be received by Health Advocate, on or before the first (1st) day of the month for which Services are to be provided.
 - b. **Increases in EAP Service Fees.** The EAP Service Fee is in effect for the first contract year of the Agreement only and is based on approximately **900** Eligible Employees. However, EAP Service Fees will increase by no more than 10% in both year two (2) and three (3) of the Initial Term. Notice of any Service Fee increase will be provided to Client, in writing, at least ninety (90) days prior to the annual anniversary date of this Agreement.
 - c. **On Site Services.** On Site Services are available for managers and employees at a rate of \$225.00 per direct service hour for Workshops and Seminars and \$275.00 per hour for Critical Incident Stress Debriefing (CISD). Travel and expenses are not included.
 - d. **Eligibility Data.** All Service Fees paid hereunder shall be sent with a file in a format acceptable to Health Advocate with sufficient and accurate data for Health Advocate to effectively and efficiently authenticate and track utilization of EAP Members. Client acknowledges that Health Advocate’s ability to perform Services hereunder, including but not limited to, user registration and utilization reporting, is directly related to the sufficiency, timeliness and accuracy of data provided by Client to Health Advocate.
 - e. Upon termination of this Agreement, payments under this section shall cease; however, Health Advocate shall be entitled to any payments due for periods or partial periods that accrued prior to the date of termination for which Health Advocate has not yet been paid.
4. **Promotional Materials:** The EAP Service Fee includes Health Advocate’s standard marketing materials including employee brochure shipped to a single location for distribution by Client. Other marketing materials will be provided to Client as electronic files in camera-ready format. Additional charges may apply for special requests including, but not limited to the costs associated with travel requested by

Client; customized or additional educational, promotional, or marketing materials; and/or postage and shipping costs for such additional materials. Client agrees to take reasonable steps to encourage and promote employee awareness and utilization of the EAP Services, including regular communication and reinforcement of the availability of these Services, and will assist Health Advocate by providing email addresses for purpose of issuing reminders and other related communication.

5. Availability of On-Line Services and Support:

- a. Health Advocate will use commercially reasonable efforts to ensure the web-based EAP Services described herein are accessible to EAP Members via the world wide web twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance and required repairs, and except for any loss or interruption of hosting services due to causes beyond the direct control of Health Advocate.
- b. Health Advocate reserves the right to modify or supplement the EAP Services from time to time at its discretion, provided that no modification or supplement will materially diminish the functionality of the Service as described herein.

6. Confidentiality:

- a. Health Advocate will protect the privacy and confidentiality of any and all Member personal and medical information in its possession ("Confidential Information"), abiding by all applicable laws and regulations.
- b. It is the intent of the Parties that Health Advocate shall not function as, or be characterized as, a business associate, within the meaning of 45 C.F.R. section 160.103. However, in the event that following the execution of this Agreement an agency of the federal government determines, or the Parties themselves agree, that Health Advocate is functioning as, or can be characterized as, a business associate, then the Parties agree to promptly enter into a Business Associate Agreement, containing such terms as are required by the Health Insurance Portability and Accountability Act of 1996 (the "HIPAA Privacy Rule") in effect, or as amended, and any other terms as may be mutually agreed upon by the Parties.
- c. Health Advocate will not use any Confidential Information for any purpose other than that for which it is provided nor will Health Advocate sell, transfer or disclose this Confidential Information for its own benefit or the benefit of others. Health Advocate agrees to hold this Confidential Information in strict confidence.
- d. Health Advocate agrees that it shall notify Client, as soon as practicable, but at least within ten (10) business days, following discovery of any suspected or known unauthorized use or disclosure of Confidential Information, and will

cooperate with Client, as necessary, to remedy such unauthorized use or disclosure by Health Advocate or any third-party and to prevent further unauthorized use.

- e. Neither Party to this Agreement shall use any confidential information, (i.e., information that by its very nature is deemed to be confidential, including confidential business information), of the other Party: (a) for its own benefit or that of any third party; (b) to the Disclosing Party's detriment; or (c) in any manner other than to perform its obligations under this Agreement.
- f. The Parties mutually agree that it is essential for Confidential Information, including Protected Health Information, to be maintained after the expiration of this Agreement for regulatory and other business reasons. Accordingly, Health Advocate's obligations of confidentiality with respect to Client's Confidential Information, exchanged during the Term of this Agreement, shall survive any termination or non-renewal of this Agreement.

7. Reports:

Upon request, semi-annual statistical management reports will be provided to Client showing aggregate EAP activity.

8. Indemnification:

- a. Each Party shall indemnify, defend and hold harmless the other Party, its officers, employees, directors, affiliated companies and agents from and against any and all third party claims, actions demands and lawsuits (together "Claims") and all resulting costs, liabilities, damages and expenses including reasonable attorneys' fees (together "Liabilities") arising out of:
 - i. the indemnifying Party's breach of any material term or provision of this Agreement, or violation of any representation, warranty or covenant in this Agreement;
 - ii. any act or omission by Health Advocate related to a transaction executed at the Client's direction; or
 - iii. the indemnifying Party's gross negligence or willful misconduct.
- b. The indemnified Party shall give the indemnifying Party prompt written notice of any claim covered by this section and provide reasonable assistance and cooperation (at the indemnified Party's expense). The indemnifying Party shall have the right and duty to assume the control of the defense thereof with counsel reasonably acceptable to the indemnified Party. The Indemnified Party may take part in its defense at its own expense after the indemnifying Party assumes the control thereof.

9. General:

- a. Binding Agreement. This Agreement shall be fully binding upon and inure to the benefit of the legal representatives, successors in interest and permitted assigns of the Parties hereto.
- b. Entire Understanding. This Agreement, along with its attachments, constitutes the entire Agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous arrangements, understandings, negotiations, and discussions of the Parties with respect to the subject matter hereof, whether written or oral; and there are no warranties, representations, or other agreements between the Parties in connection with the subject matter hereof, except as specifically set forth herein.
- c. Amendments to this Agreement. This Agreement may be amended only by the mutual written consent and agreement of the Parties. In addition, upon the enactment of any law or final regulation affecting the use or disclosure of Protected Health Information, or the publication of any definitive decision of a court of the United States or any state relating to any such law or the publication of any definitive interpretive policy or definitive opinion of any governmental agency charged with the enforcement of any such law or regulation, the Parties shall agree to amend this Agreement in such manner as necessary to comply with such law or regulation.
- d. No Third Party Beneficiary. Nothing in this Agreement shall be construed to give any person or entity other than the Parties any legal or equitable claim, right, or remedy; rather this Agreement is intended to be for the sole and exclusive benefit of the Parties.
- e. Assignability. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may be withheld in the other Party's sole discretion, except that this Agreement may be assigned by either Party without such prior written consent:
 - i. to an affiliate of the assigning Party; or
 - ii. to an entity that merges with or acquires the business or stock of such Party to which this Agreement relates, in each case upon at least thirty (30) days prior written notice to the other Party. Subject to the foregoing, this Agreement shall be fully binding upon, inure to the benefit of, and be enforceable by the Parties hereto and their respective successors and assigns.
- f. Relationship of the Parties. This Agreement does not, nor is it intended to, create a relationship of joint venture, principal and agent or partnership between

the Parties. The relationship between the Parties is and shall be that of an independent contractor. Nothing in this Agreement shall create or be construed to create the relationship of employer and employee. Each Party acknowledges that it shall have no authority to obligate or bind the other Party in any way.

- g. Limitation of Authority. Neither Party shall obligate the other Party, nor make, alter or waive any of the terms or conditions of any of the other Party's forms, policies, contracts or advertising materials, except to the extent authorized in writing by the other Party. Neither Party shall hold itself out as an employee, partner or officer of the other Party, nor as an agent of the other Party or in any other manner, or for any other purpose than is set forth in this Agreement.
- h. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to the choice of law doctrine or the conflicts of law principles of the Commonwealth of Pennsylvania or any other jurisdiction to the contrary. In addition, the Parties consent to the exclusive jurisdiction of the state courts located in Pennsylvania and the federal courts located in the United States District Court of the Eastern District of Pennsylvania.
- i. The Health Advocate Trademark. Client recognizes that the "Health Advocate" trademark is the sole and exclusive property of Health Advocate and will take all reasonable and appropriate measures to avoid any actions that would harm such mark. Client is not authorized to prepare or distribute any promotional or descriptive material relating to this Agreement or the Services, other than for identification and/or distribution of promotional and descriptive materials, without the prior written approval of Health Advocate. However, once consent for particular language is granted, as to Client, it need not be requested for the same language, again.
- j. Notices. All notices, demands, solicitations of consent or approval and other communications hereunder required or permitted shall be in writing and shall be deemed to have been given when: (i.) personally delivered; (ii.) upon the date documented as being received when sent by facsimile or other electronic transmission; (iii.) five (5) business days after the date when deposited in the United States mail, sent postage prepaid or by registered or certified mail, return receipt requested; or (iv.) upon the date documented as being received when sent by private courier addressed as follows:

For Client:

Name and Title of Person Designated to Receive Notices: **John Didion
Executive Vice Chancellor**

Client Name: **Rancho Santiago Community College District**

Full Mailing Address: **2323 N. Broadway, Suite 225**

City, State, Zip: **Santa Ana, CA 92706**

Tel. No.: **(714) 480-7489**

Fax No.: **714.796.3918**

E-mail: **Didion_John@rsccd.edu**

Name and Title of Person Designated to Receive Notices: **Julia
Hutcheson**

Broker Name: **Aon Hewitt**

Full Mailing Address: **100 Bayview Circle**

City, State, Zip: **Newport Beach, CA 92660**

Tel. No.: **949.823.8535**

Fax No.: **949.725.0668**

E-mail: **julia.hutcheson@aonhewitt.com**

For Health Advocate:

David S. Rocchino, E.V.P. and Chief Sales Officer
Health Advocate, Inc.

3043 Walton Road, Suite 150

Plymouth Meeting, PA 19462

Tel. No.: (610) 397-6963

Fax No.: (610) 825-7776

E-mail: DRocchino@HealthAdvocate.com

Either Party may change its address for the receipt of notices hereunder by giving the other Party notice, as prescribed herein, of that new address.

- k. Member Awareness. Client shall engage in ongoing and frequent communication with its employees to promote the EAP Service.
- l. Survival of Certain Obligations. Any obligations set forth in this Agreement that by their nature should be continuous and survive any termination or non-renewal of this Agreement including, but not limited to, the obligations regarding confidentiality and indemnification shall be continuous and shall survive any termination or non-renewal of this Agreement.

- m. Separability. Each provision of this Agreement shall be considered separable and if any provision or provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

- n. No Waiver of Rights, Powers and/or Remedies. The failure or delay of either Party hereto in exercising or enforcing any right, power or remedy under this Agreement, and no course of dealing between the Parties hereto, shall be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

- o. Non-Solicitation. During the Initial and any renewal Term of this Agreement and for a period of one (1) year following the date of termination or non-renewal hereof, Client shall not knowingly hire, solicit, or attempt to solicit the services of any current employee of Health Advocate without the prior written consent of Health Advocate. This covenant against solicitation shall not be construed to prevent "blind" advertisements or mailings that are directed to the public through the use of newspaper, television, radio or the internet.

- p. Reserved Rights. Health Advocate explicitly reserves the right to discontinue or withdraw from sale, modify, change, or amend any product, program or Service described in this Agreement, if it is determined by Health Advocate, in its sole discretion, to be necessary to do so based, for example, on a change in the legislative or regulatory environment in which Health Advocate operates.

- q. Titles. All section titles or captions contained in this Agreement are for convenience only and will in no way modify or affect the meaning or construction of any of the terms or provisions hereof and shall not be deemed part of the text of this Agreement.

- r. Interpretation. The Parties hereto acknowledge and agree that (i) the rule of construction providing that any ambiguities are resolved against the drafting Party will not apply in interpreting the terms and provisions of this Agreement; and (ii) the terms and provisions of this Agreement will be construed fairly as to all Parties hereto and not in favor of or against a Party, regardless of which Party was generally responsible for the preparation of this Agreement.

- s. Force Majeure. Neither Party hereto shall have any liability for delay or non-fulfillment of any terms of this Agreement caused by any cause not within such Party's reasonable control (but excluding financial inability) such as an act of God, war, riots or civil disturbance, strikes, accident, fire, transportation

conditions, labor and/or material shortages, governmental controls, regulations and permits and/or embargoes.

t. Counterparts. This Agreement may be signed in counterparts, which together will constitute one Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have caused this Agreement to be signed by their duly authorized representatives.

For Rancho Santiago Community College District:

Signed: _____

Name: John Didion

Title: Executive Vice Chancellor

Dated: _____

For Health Advocate, Inc.:

Signed: _____

Name: David S. Rocchino

Title: E.V.P. and Chief Sales Officer

Dated: _____

EXHIBIT "A"

THE EMPLOYEE ASSISTANCE PROGRAM SERVICE

The Health Advocate EAP Service consists of the following features:

1. The Health Advocate EAP Service:

- a. A 24-hour Emergency Hot Line;
- b. Unlimited Telephonic Critical Incident Stress Debriefing Support;
- c. Professional telephone evaluation for the nature and scope of employee personal problems, and referral, if needed, to appropriate professional counseling or other necessary care; this referral, which is offered by Health Advocate, may or may not be utilized by the EAP Member;
- d. In Person Sessions ("Sessions") assessment and short-term problem resolution by network of qualified EAP consultants. The number of Sessions is up to 3 per issue, and up to 3 per person within a rolling 6 month period for EAP Members located in California and/or Nevada;
- e. Case management for in-patient and out-patient treatment; and
- f. Unlimited Telephonic Manager Consultations.

2. Access to Health Advocate Telephonic and Web Based Support for Work/Life Services:

- a. Childcare: Child Care Centers, Family Child Care Homes, Nanny Agencies, Summer Camps, Babysitter Tips, Community Resources;
- b. Eldercare: Nursing Homes, Assisted-Living Facilities, Independent Living Facilities, Home Healthcare, Hospice, Respite Care, Geriatric Care Managers, Senior Centers, Adult Day Care Centers, Community Services and Resources;
- c. Legal: Family Law Issues, Real Estate, Criminal Matters, Estate Planning, Motor Vehicle, Elder Law;
- d. Financial: Debt Management, Budgeting, College Funding, Retirement Strategies, Life Insurance Needs; and
- e. Unlimited Telephonic and Web Based Consultation.

AUTHORIZATION FOR BOARD TRAVEL/CONFERENCES (with actual and necessary expenses and cash advances as requested)

BOARD MEMBERS (to be approved)

COMMUNITY COLLEGE LEAGUE OF CALIFORNIA
STUDENT TRUSTEE WORKSHOP

Costa Mesa, California– August 14-16, 2015

1 Board Member
(Raquel Manriquez)

ASSOCIATION OF COMMUNITY COLLEGE TRUSTEES
LEADERSHIP CONGRESS

San Diego, California– October 14-17, 2015

1 Board Member
(Phillip Yarbrough)